



## CLUSTER

Human Settlement, Engineering, and Transport

## UNIT

Human Settlements

## DEPARTMENT

Formal Housing

### PROCUREMENT DOCUMENT PROFESSIONAL SERVICES

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

Contract No: **1H-24206**

Contract Title: **Appointment of Service Providers for the development of Umgeni Site Precinct Plan, and a Detailed Feasibility Study.**

#### CLARIFICATION MEETING AND QUERIES

Clarification Meeting: **Compulsory Clarification Meeting**

Meeting Location, Date, Time: **Umgeni road & Arcbuckle]  
On [23 November 2023] at [10:00am]**

Queries can be addressed to:  
The Employer's Agent's Representative: **Nokuthula Madondo  
Tel: 031 311 3218  
eMail: [Nokuthula.Madondo@durban.gov.za](mailto:Nokuthula.Madondo@durban.gov.za)  
All e-mail queries to be send on 07 December 2023 and consolidated questions and answers to be uploaded on the website by 14 December 2023.**

#### TENDER SUBMISSION

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

Closing Date/ Time: **Friday, 19 January 2024** at **11h00**

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

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: **Formal Housing**

Date of Issue: **17/11/2023**

Document Version : 14/03/2023

#### FOR OFFICIAL USE ONLY

Tenderer Name:			VAT Registered: Yes No
	Price (excl)	VAT	Price (incl)
Submitted: R		R	R
Corrected: R		R	R

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## **PART T1: TENDERING PROCEDURES**

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

Tenders are hereby invited for Professional Services to [the development of Umgeni Road Precinct Plan, Conducting of Specialist Studies, EIA and WULA and SPLUMA Approval.]

<b>Subject</b>	<b>Description</b>	<b>Tender Data Ref.</b>
<b>Employer</b>	The Employer is the eThekweni Municipality as represented by: Deputy Head: <b>Formal Housing</b>	F.1.1.1
<b>Tender Documents</b>	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekweni Municipality's Website</b> . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
<b>Clarification Meeting</b>	<b>Umngeni road &amp; Arcbuckle]</b> <b>On [23 November 2023] at [10:00am]</b>	F.2.7
<b>Seek Clarification</b>	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: <b>Nokuthula Madondo</b> <b>Tel: 031 311 3218</b> <b>eMail: Nokuthula.Madondo@durban.gov.za</b> <b>All e-mail queries to be send on 07 December 2023 and consolidated questions and answers to be uploaded on the website by 14 December 2023.</b>	F.2.8
<b>Submitting a Tender Offer</b>	Tender offers shall be delivered to: <b>The Tender Box in the foyer of the Municipal Building</b> <b>166 KE Masinga Road, Durban</b>	F.2.13
<b>Closing Time</b>	Tender offers shall be delivered on or before <b>Friday, 19 January 2024</b> <b>at or before 11h00.</b>	F.2.15
<b>Evaluation of Tender Offers</b>	<b>The 80/20</b> Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the <b>Specific Goal(S)</b> for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

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

## **PART T1: TENDERING PROCEDURES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Nokuthula Madondo

Tel: 031 311 3218

eMail: [Nokuthula.Madondo@durban.gov.za](mailto:Nokuthula.Madondo@durban.gov.za)

All e-mail queries to be send on 07 December 2023 and consolidated questions and answers to be uploaded on the website by 14 December 2023.

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

## F.2: TENDERER'S OBLIGATIONS

### F.2.1 Eligibility: General

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

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

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

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

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

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

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

**F.2.2.2** "Documents are to be obtained, free of charge, in electronic format, from the **National Treasury's eTenders website** or the **eThekwini Municipality's Website**. The entire electronically downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

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

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

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

**F.2.7 Clarification meeting:**

**Umngeni road & Arcbuckle]**

**On [23 November 2023] at [10:00am]**

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

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

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

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

- Contract No. : **1H-24206**
- Contract Title : **Appointment of Service Providers for the development of Umngeni Site Precinct Plan, and a Detailed Feasibility Study.**

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

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

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

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

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

- Date : **Friday, 19 January 2024**
- Time : **11h00**

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

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

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

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

#### **Tax Clearance**

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

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

**Failure to comply will make the tender non-responsive.**

#### **Central Supplier Database (CSD)**

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

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

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

### **F.3: THE EMPLOYER'S UNDERTAKINGS**

**F.3.1.1 Respond to requests from the tenderer within five working days.**

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

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

**F.3.11 Evaluation of Tender Offers:**

#### **Eligibility**

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

#### **Functionality**

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

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

### **Preference Point System**

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

### **Price Points**

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

### **Preference Points**

Refer to T2.2.6: "MBD 6.1: Preference Points Claim".

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

- **Ownership Goal**

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

<b>Goal Weighting 50%</b>			
<b>Ownership Categories</b>	<b>Criteria</b>	<b>80/20</b>	<b>90/10</b>
<b>Race: Black</b>	Equals 0%	0	n/a
	Between 0% and 51%	6.4	n/a
	Greater or equal to 51% and less than 100%	12.8	n/a
	Equals 100%	16	n/a
<b>Maximum Goal Points:</b>			n/a

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

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

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

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

<b>RDP Goal: The promotion of South African owned enterprises</b>		
Goal Weighting 50%		
<b>Location</b>	<b>80/20</b>	<b>90/10</b>
Not in South Africa	0	na
South Africa	1	na
KZN	2	na
ETM	4	na
<b>Proof of claim as declared on MBD 6.1</b> (1 or more of the following will be used in verifying the tenderer's status)		
<ul style="list-style-type: none"><li>• CSD report</li></ul>		

**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.

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

**F.3.17 Copies of contract:** The number of **paper copies** of the signed contract to be provided by the Employer is **ONE (1)**.

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

### T1.2.3 ADDITIONAL CONDITIONS OF TENDER

#### T1.2.3.1 Appeals

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

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

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

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

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

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

#### T1.2.3.3 Code of Conduct and Local Labour

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

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

#### T1.2.3.5 Functionality Specification

- 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)
Experience of Tenderer	Experience of service provider in executing work of similar scope (last 10years)	30	
Experience of Key Staff in executing work of similar nature	Town Planner	5	
	Development Economist	5	
	Architect	5	
	Environmentalist	5	
	Geo-technical Engineer	5	
	Transport Engineer	5	

	Civil / Structural Engineer	5	
	Quantity Surveyor	5	
	Land Surveyor	5	
	Social Facilitator	5	
Methodology	Proposed Tasks, Program, Risk management and approach	20	
<b>Maximum possible score for Functionality (M<sub>s</sub>)</b>		100	

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

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

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

Experience of Key Staff in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Town Planner	National Diploma	SACPLAN	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Development Economist	National Diploma	Not Applicable	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5

Architect	National Diploma	SACAP	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Environmentalist	National Diploma	SACNASP	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Geo-technical Engineer	National Diploma	SACNASP	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Transport Engineer	National Diploma	ECSA	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Civil / Structural Engineer	National Diploma	ECSA	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Quantity Surveyor	National Diploma	SACQSP	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Land Surveyor	National Diploma	GPr. Ls	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Social Facilitator	National Diploma	Not Applicable	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
<p>Note 1: "experience" implies experience on projects of a similar nature with respect to town planning, urban designs, transport studies, bulk services investigation and designs, etc. dependant on the discipline.</p> <p>Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification within the built environment, from a registered University or University of Technology.</p>								

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	<p>The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project.</p> <p>The project plan and manner in which risk is to be managed etc is tailored to the key aspects of the programme.</p> <p>The programme is adequate.</p>
3	90	<p>The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.</p> <p>The project plan and approach to managing risk etc is tailored to the critical characteristics of the project.</p> <p>The programme is good and has allowed for all critical aspects</p>
4	100	<p>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.</p> <p>The programme is well thought out and makes allowance for all the key risk areas.</p> <p>The approach paper details ways to improve the project outcomes and the quality of the outputs</p>

## **PART T2: RETURNABLE DOCUMENTS**

### **T2.1 LIST OF RETURNABLE DOCUMENTS**

#### **T2.1.1 General**

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

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

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

##### **Entity Specific**

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

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

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [18](#) to [30](#).

### **NOTE**

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

## T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

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

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

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

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

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

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

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

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

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

This is to certify that:

(tenderer name):

of (address):

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

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

### **Particulars of person(s) attending the meeting:**

Name: .....

Name: .....

Signature: .....

Signature: .....

Capacity: .....

Capacity: .....

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

Name: .....

Signature: .....

Date: .....

## **T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE**

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

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

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

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

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

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## T2.2.4 MBD 4: DECLARATION OF INTEREST

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

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

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

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

3.1 Name of enterprise

Complete T2.1.2.1 Item 1.1

Name of enterprise’s representative

Complete T2.1.2.1 Item 1.2

3.2 ID Number of enterprise’s representative

Complete T2.1.2.1 Item 1.3

3.3 Position enterprise’s representative occupies in the enterprise

Complete T2.1.2.1 Item 1.4

3.4 Company Registration number

Complete T2.1.2.1 Item 3.1 or 3.2

3.5 Tax Reference number

Complete T2.1.2.1 Item 3.3

3.6 VAT registration number

Complete T2.1.2.1 Item 1.7

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

Circle Applicable

3.8 Are you presently in the service of the state?

YES

NO

If yes, furnish particulars: .....

.....

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

YES

NO

If yes, furnish particulars: .....

.....

<p>3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract ?</p> <p>If yes, furnish particulars: .....</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		

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

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

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

**NAME (Block Capitals):** .....

**Date**

**SIGNATURE:** .....

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

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

Circle Applicable	
YES	NO
1.0 Are you by law required to prepare annual financial statements for auditing?	
1.1 <b>If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.</b>	
2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	
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. <div style="border-bottom: 1px dotted black; height: 1.2em; margin-top: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 1.2em; margin-top: 5px;"></div>	
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?	
3.1 If YES, provide particulars. <div style="border-bottom: 1px dotted black; height: 1.2em; margin-top: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 1.2em; margin-top: 5px;"></div>	
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?	
4.1 If YES, provide particulars. <div style="border-bottom: 1px dotted black; height: 1.2em; margin-top: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 1.2em; margin-top: 5px;"></div>	

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

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

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

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

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

**1.0 GENERAL CONDITIONS**

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

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

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

1.3 Preference Points for this tender shall be awarded for:

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

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

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

**2.0 DEFINITIONS**

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

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

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

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

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

### 3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

#### 3.1 PROCUREMENT OF GOODS AND SERVICES

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

##### 80 / 20 Points System

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

Where:

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

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

P<sub>min</sub> = Price of lowest acceptable tender

#### 4.0 POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of:
- (a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
  - (b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for 80/20 preference point system.

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

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

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

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

I acknowledge that:

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

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

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

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

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

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

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

- 4.2.1 If YES, provide particulars.

.....

.....

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

- 4.3.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

YES	NO
-----	----

YES	NO
-----	----

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

YES

NO

4.4.1 If YES, provide particulars.

.....  
.....

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

YES

NO

4.5.1 If YES, provide particulars.

.....  
.....

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## T2.2.8 **MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

### **NOTES**

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

-----  
(Bid Number and Description)

in response to the invitation for the bid made by:

-----  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

-----  
(Name of Bidder)

that:

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices.
  - (b) geographical area where product or service will be rendered (market allocation).
  - (c) methods, factors or formulas used to calculate prices.
  - (d) the intention or decision to submit or not to submit, a bid.
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

#### **T2.2.9 JOINT VENTURES AGREEMENTS**

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

## **T2.2.10 RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## T2.2.11 DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

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

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

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

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

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

## T2.2.12 CSD REGISTRATION REPORT


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

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

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

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

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

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

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## T2.2.13 EXPERIENCE OF TENDERER

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

The experience of the tendering entity or joint venture partners in the case of an unincorporated joint venture or consortium, as opposed to the key staff members / experts, in projects of similar type and scale. (undertake, feasibility studies, town planning functions which include but not limited to Precinct Plans, Conceptual Framework plans and Land use Frameworks.)

Tenderers should very briefly describe their experience in this regard and attach it to this schedule. Proof of participation and contact details of clients of the relevant projects must also be provided in the form of Completion Letter from the relevant Clients.

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

Employer, contact person and telephone number.	Roles & responsibilities in project	Detail of work & name of Project undertaken	Value of Project	Start Date	Completion Date
--	-------------------------------------	---	------------------	------------	-----------------

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

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

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

Date

NAME (Block Capitals): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## T2.2.16 EXPERIENCE OF KEY PERSONNEL

The tenderer should propose the structure and composition of their team (Organogram) i.e. The roles and responsibilities of each key personnel / 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 experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) Only professionally registered personnels will be evaluated (**attach professional registration certificate**)
- 2) General experience, level of education and training and positions held of each key personnel.
- 3) Experience of the key personnel based on the number of projects undertaken and linked to the scope of work.
- 4) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to events e.g. local conditions, legislation, techniques etc.

CVs of the Town Planner, Development Economist, Architect, Environmentalist, Geo-technical Engineer, Transport Engineer, Civil/Structural Engineer, Quantity Surveyor, Land Surveyor and Social Facilitator **not more than 3 pages each** should be attached to this schedule: Each CV should be structured under the following headings:

Personal particulars	Qualifications	Skills	Name of employer & position in enterprise	Name of project which are relevant to the scope & outline roles & responsibilities	Start date of Project	Completion date of Project
----------------------	----------------	--------	---	--	-----------------------	----------------------------

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

A2:Experience of Key Personnel in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Relevant Experience on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Town Planner	National Diploma	SACPLAN	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Development Economist	National Diploma	Not Applicable	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Architect	National Diploma	SACAP	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Environmentalist	National Diploma	EAPASA registered EAP	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Geo-technical Engineer	National Diploma	SACNASP	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Transport Engineer	National Diploma	ECSA	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Civil / Structural Engineer	National Diploma	ECSA	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Quantity Surveyor	National Diploma	SACQSP	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Land Surveyor	National Diploma	GPr. Ls	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Social Facilitator	National Diploma	Not Applicable	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5

Note 1: "experience" implies experience on projects of a similar nature with respect to Town Planning, Urban designs, Transport studies, Bulk services investigation and designs, etc (dependent on the discipline).

Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification within the built environment, from a registered University or University of Technology.

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

Date

NAME (Block Capitals): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## T2.2.17 APPROACH PAPER / METHODOLOGY / PROGRAMME

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

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

### Preliminary Programme

The tenderer must attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this contract. The programme shall be in accordance with the information supplied in the contract, requirements of the Project Specifications and with all other aspect of this tender.

The scoring of the approach paper will be as follows:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

**PART C1 : AGREEMENTS AND CONTRACT DATA**

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

**C1.1.1 : OFFER**

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

Contract No: **1H-24206**

Contract Title: **Appointment of Service Providers for the development of Umgeni Site Precinct Plan, and a Detailed Feasibility Study.**

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

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

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

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

.....)

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

**For the Tenderer:**

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

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

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

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

**Address** : .....

**Witness:**

**Signature** : .....

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

**Date** : .....

**Notes:**

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

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

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

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

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

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

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

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

**Address** : .....

: .....

**Witness:**

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

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

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

### **C1.1.3 : SCHEDULE OF DEVIATIONS**

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

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

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

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

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

The Employer is the eThekweni Municipality as represented by : Deputy Head : **Formal Housing**

3.4 & The authorised and designated representative of the Employer is: **Smanegele Moloi**

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

- Telephone : **031 311 3104**
- e-mail : **smangele.moloi@durban.gov.za**

The address for the Receipt of communications is: **nokuthula.madondo@durban.gov.za**

1 The Project is : **1H-24206**  
: **Appointment of Service Providers for the development of Umgeni Site Precinct Plan, and a Detailed Feasibility Study.**

1 Period of Performance : **24 Months**

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

1 Start Date : **To be confirmed after issuing of Letter of Award**

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

3.5 The location for the performance of the Project is : **Umgeni Road**

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.

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

- 3.15.2 The Service Provider shall update the programme at intervals not exceeding **4 weeks**.
- 3.16 The time-based fees shall not be adjusted for inflation.
- 3.16.2 The indices are those contained in **Table A of P0141 Consumer Price Index** for “CPI for services” Published by Statistics South Africa.
- 4.3.1(d) The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount of : **R 0**.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount as set out in the Professional Indemnity Schedule.
1. Insurance against : **N/A**  
 Cover is : **N/A**  
 Period of cover : **N/A**
2. Insurance against : **N/A**  
 Cover is : **N/A**  
 Period of cover : **N/A**
- 5.5 The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:  
 1) **Change in the professional team composition.**
- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
- 8.1 The Service Provider is to commence the performance of the Services within **14 Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when : **Period of performance expires after the maximum permitted 24 months , successful conclusion of the project or employer terminates project**
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer**.
- 11.1 A Service Provider may subcontract any work which he has the skill and competency to perform.
- 12.1 Interim settlement of disputes is to be by **Mediation**.
- 12.2/3 Final settlement is by **Arbitration**.
- 12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by : **Association of mediators**.

### **C1.2.3      ADDITIONAL CONDITIONS OF CONTRACT**

The additional conditions of contract are:

#### **C1.2.3.1      PERFORMANCE MONITORING OF SERVICE PROVIDERS**

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

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

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

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

- C 2.1.1     The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of subcontractors.
- C 2.1.2     The sole basis for the remuneration of the Service Provider to be appointed to proceed with the project shall be:
  - C 2.1.2.1     Payment will be made at relevant milestones upon the submission and approval of the final report as per the inception report.

## C2.2 : PRICING SCHEDULE

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Amount</u>
Phase 1:	Inception Report	Sum	1	
Phase 2:	Status / Situational Analysis	Sum	1	
Phase 3:	Site Development plan	Sum	1	
Phase 4 :	Traffic Impact Assessment	Sum	1	
Phase 5:	Bulk Infrastructure Assessment (Sewer, Water, Storm water & Electricity)	Sum	1	
Phase 6:	Preparing framework, implementation and management plan	Sum	1	
Phase 7:	Closeout	Sum	1	
	TOTAL EXCLUDING VAT			
	VAT			
	TOTAL INCLUDING VAT (this value to be transferred to the Form of Offer)			

NAME : ..... (Block Capitals)

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

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

### **C3.1 BACKGROUND**

Our vision is to continue transforming eThekweni Municipality into an inclusive and caring society that delivers opportunity for economic growth and freedom for all its people through service delivery excellence. Further, an extension of our Transport Oriented Development TOD's, the City has advanced its objectives of providing affordable and inclusionary housing in areas that have easily access to public transport and urban opportunities.

The purpose of the eThekweni Human Settlements is to facilitate sustainable development by densifying communities as well as readdressing spatial inequality by providing integrated developments. The department strives to provide a mixture of affordable and market-related housing to ensure security of tenure which in turn improves quality. The department also aims to create economic opportunities in order to create a place with vibrant and diverse economy that is accessible to all.

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

The municipality requires services of one (1) firm or a consortium of suitably qualified firms to develop a precinct plan and detailed Feasibility Study for the Umgeni Road Sites. The Town and Regional Planner must lead the project team and must have a Geographic Information System (GIS) personnel. The project team must have a knowledge of environmental management, urban design, socio-economics and built environment.

The proposed project will require site investigation, analysis, assessments and recommendations to bring the identified land parcel(s) into implementation. The aim of the precinct planning is to plan for a defined path forward for the growth and development of uMngeni site. The Umgeni Precinct Plan will focus on the mixed Use Development and will be a tool that sets out a vision for the future development of this area. Precinct plan will establish a planning and management framework to guide development and land use change and aims to achieve built environment and socio-economic objectives.

The following aims and objectives includes but not limited to the following:

- To Integrate urban planning and management (Umgeni must give effect to SPLUMA development principles of spatial justice, spatial sustainability, efficiency, spatial resilience and good administration.
- Integrated transport networks - vehicle and pedestrian access
- Integrated sustainable human settlements - high density, medium density and low density housings.
- Integrated urban infrastructure - bulk infrastructure like water, sanitation, electricity and solid waste
- Inclusive economic development - commercial, retail centre, etc.

**The scope of work includes but not limited to the following:**

## **STAGE 1: INCEPTION REPORT**

This section will focus on assessing and confirming that the appointed consultant and the client's requirements for this contract are clearly articulated. This phase will include an inception report that highlights the objectives of the project and methodology that will be used throughout the project as a reference document. The inception report must include the following:

- The project team, including the team leader and sub consultants;
- The scope of work to be performed;
- Objectives of the project;
- A project programme that shows timelines;
- Key project deliverables and milestones including the budget;
- Municipal engagement;
- Identified key project risks; and

During this phase, the consultant, led by the Social Facilitator will be required to meet with the local community authorities not a full community meeting, but rather with the ward councillor.

### ***Deliverables:***

- Inception Report

## **STAGE 2: STATUS QUO AND SITUATIONAL ANALYSIS**

This section of the project will focus on developing an understanding of the local and regional development trends that directly impact on the study area. The key issues that must be considered in this phase include:

- A stakeholder needs assessment must be held at the start of the phase. This must be done in consultation with the community and led by the social facilitator.
- Understanding Unit's proposals/ developments already in process/ approved. This includes proposals from Strategic Spatial Planning, Economic Development, eThekweni Human Settlements and eThekweni Transport Authority, as well as any others identified as appropriate.
- Land legal assessment including identifying servitudes or title deed restrictions (if any).
- Environmental Constraints
- Market Analysis including stakeholder spending power, demand and uptakes etc.
- Housing demand analysis.
- High level Commercial/ industrial/ social facility space demand
- Current road network capacity and limitations
- Overview of public transport system in the area
- Overview of bulk infrastructure spare capacity and limitations

The following are key sectors that the project should take note of:

<b>Sector</b>	<b>Description</b>
	<b>Spatial Planning and Urban Design</b>
Collation of existing spatial planning information	A consideration of the Spatial planning policies and plans, at national, provincial and local level, that directly affect the uMngeni study area. These include, but are not limited to: <ul style="list-style-type: none"><li>• The National Development Plan (NDP, 2011)</li><li>• New Urban Agenda (2016)</li><li>• Integrated Urban Development Framework (2016)</li><li>• eThekweni Integrated Development Plan (2020/2021)</li><li>• eThekweni SDF (2020/2021)</li><li>• Built Environment Performance Plan (2019/2020)</li><li>• KZN Provincial Growth and Development Strategy</li></ul>

Sector	Description
	<p>The principles and guidelines of these plans and policies should be incorporated including various council approved plans that have a more direct impact on the study area,</p> <p>Engagement with the following departments is key to ensure that all spatial planning related projects are captured:</p> <ul style="list-style-type: none"> <li>• Strategic Spatial Planning department</li> <li>• Land Use Management</li> <li>• Public Sector Housing</li> <li>• KZN Department of Human Settlements</li> <li>• eThekweni Economic Development Unit</li> <li>• eThekweni Architecture and Urban Design Department</li> <li>• Parks and Recreation Department – Open Spaces and Cemeteries</li> <li>• Environmental Branch</li> <li>• eThekweni Transport Authority (ETA)- Strategic Transport Planning Department</li> <li>• Department of Transport (DOT)</li> <li>• Ethekeweni Water and Sanitation (EWS) Unit</li> <li>• Electricity Unit</li> </ul>
Land use study/survey/ current proposals	<p>A land use survey must be carried out ,as well as all properties directly adjacent to the study area, which highlights the type of land use, building heights, condition of the property, and whether or not it is in occupation. The land use survey must be a foot survey (i.e not a windscreen survey), and must be done with at least 2 community members assistance (to be identified by the local community). The survey must be captured into ARCGIS.</p> <p>The land use survey must review the draft scheme proposals and proposed land uses; land tenure; cadastral information; so as to highlight the opportunities and constraints for the area.</p>
Urban Design and the built form	<p>As part of this stream of work, the following is required:</p> <ul style="list-style-type: none"> <li>• The assessment of the existing urban built form including the bulks.</li> <li>• Identification of possible urban design strategies for combating crime.</li> </ul> <p>Engagement with the following department is key to ensure that all urban design related issues and projects are captured accordingly:</p> <ul style="list-style-type: none"> <li>• Architecture and Urban Design Department</li> <li>• Strategic Spatial Planning department</li> <li>• Land Use Management</li> <li>• Ethekeweni Water and Sanitation (EWS) Unit</li> </ul>
<b>Housing Analysis</b>	
The housing analysis must demonstrate interpretation of existing and future plans for the area in line with eThekweni Human Settlements.	
Existing housing and plans for housing	To assess the supply and demand for housing, as well as current plans for housing in and around the node. Based on the trends, investigate areas for possible increase in densities as well as areas where densities should be discouraged. To assess the supply and demand for housing the area while taking note of the existing housing typologies.
Gap/Flisp, Social and RDP housing	Assess need and availability of land to accommodate the Gap/Flisp, Social and RDP housing market.

Sector	Description
<b>Economic Assessment</b>	
Economic Analysis	<p>The economic assessment must focus on the following activities:</p> <ul style="list-style-type: none"> <li>• Identification of the economic role of the study area within the local, regional and metropolitan context.</li> <li>• Undertake a local analysis of the commercial/business type activities .</li> <li>• Analyse the potential to accommodate land use changes for commercial/business expansion.</li> </ul> <p>Engagement with:</p> <ul style="list-style-type: none"> <li>• Economic Development Unit</li> <li>• SMME Development</li> <li>• Informal Economy and Retail Markets</li> <li>• Durban Tourism</li> </ul>
Property Trends, potential and ownership	<p>Linked to the economic analysis is the need to understand the property potential in the node. This involves:</p> <p>Identification of housing as well as commercial, industrial and social facility trends and requirements in the study area, so as to determine the demand, pressure areas, challenges and opportunities. The trends should also guide the team in identifying appropriate land uses including commercial, mixed use, and residential.</p>
<b>Traffic and Transportation infrastructure and services</b>	
Traffic and Transportation infrastructure and services	<ul style="list-style-type: none"> <li>• The Specialist Consultant must consider all traffic related projects in the area including existing and future projects. The key objectives this phase is to:</li> <li>• Assess existing road network and traffic operational analysis. Traffic counts at all intersections are required in this phase. Observe all modes of public and private transport, taxi routes and ranks, so as to develop mitigating measures where required.</li> <li>• Review current plans by ETA for the node.</li> <li>• Assess how specific land uses are directly impacting on the surrounding road network.</li> <li>• Road network mitigating measures for existing traffic operational and capacity constraints that may be identified in the status quo assessment</li> <li>• Traffic demand estimation based on the proposed Land Uses.</li> <li>• The service provider is responsible to carry out all traffic surveys and must be in compliance with ETA requirements.</li> </ul> <p>Engagement with the:</p> <ul style="list-style-type: none"> <li>• eThekweni Transport Authority- Strategic Transport Planning Department, Public Transport Department, Road Systems Management Department</li> <li>• KZN Department of Transport (DOT)</li> </ul>
<b>Environmental Assessment</b>	
Review of previous studies	Review, translate and integrate current & previously available environmental studies and strategies.
Natural systems, risk and assets	Identification of existing natural systems, open spaces and environmental assets. This includes identifying no-go areas, as well as any environmental applications that will be required should development happen. For example, there are river lines in the study area and should any WULA's be required these would need to be noted at this section.
Landscape and visual assessment	An analysis of the visual quality of the environment.

<b>Sector</b>	<b>Description</b>
Disaster and Risk management	Identification of areas prone to natural disasters intervention, including a Vulnerability Assessment, Climate Change Assessment, and recommendations.
	Engagement with the: <ul style="list-style-type: none"> <li>• Parks and Recreation Department – Open Spaces and Cemeteries</li> <li>• Coastal, Stormwater and Catchment Management</li> <li>• Environmental Department</li> </ul>
<b>Geotechnical Assessment</b>	
Conduct a detailed geotechnical assessment on the subject sites to determine its suitability. Provide recommendations on the developmental constraints of the site by mapping out areas of the site that are not appropriate for the erection of structures. This will assist the relevant stakeholders with future planning.	
Engagement with the following departments: <ul style="list-style-type: none"> <li>• Pavement and Geotechnical Engineering Branch</li> </ul>	
<b>Bulk Infrastructure Assessment</b>	
A detailed assessment of the existing infrastructure (water, waste water and electricity) must be carried out by engaging with relevant stakeholders as well as assessing any existing information (such as municipal GIS datasets). This will assist in determining the current status of the bulk infrastructure i.e. any capacity issues and condition of existing infrastructure. This will then assist the relevant stakeholders with future planning. The following must be the focus areas: <ul style="list-style-type: none"> <li>• Water and Waste Water assessment.</li> <li>• Stormwater and Electricity needs assessment</li> <li>• Current waste removal issues</li> <li>• Sewer Impact assessment</li> </ul> Engagement with the following departments: <ul style="list-style-type: none"> <li>• Water and Sanitation Unit</li> <li>• Coastal, Stormwater and Catchment Management</li> <li>• eThekweni Electricity</li> </ul>	

***Deliverables:***

- Status Quo Analysis Report and Situational Analysis Report
- Social Facilitation Report

### **STAGE 3: DETAILED SITE DEVELOPMENT PLAN / URBAN DESIGN FRAMEWORK**

The objective of this phase is to prepare a final, agreed upon Site Development plan for the designated study area that will aim to integrate economic, social, environmental, spatial, physical and institutional attributes. The intention of the prepared plan is for it to be used as a guide for public and private development interventions and proposals including an implementation strategy for the study area. The outcome of this phase must include:

- Vision, design principles and guidelines – including proposals for the design and enhancement of the public realm, land use, built form, landscaping, housing, social facilities, transport networks, services and utilities, etc.
- Built form directives (height, floor area, FAR, Coverage etc)

- Initial building concepts for key sites
- Landscaping/ public realm directives.
- Other spatial/ land use considerations including:
  - Transport development concepts
  - Finalising public transport locations (in particular a solution to the taxi rank/s)
  - Addressing the residential and commercial components
  - Finalising the environmental areas (in particular the park) and their buffers. This also includes design principles for the park- active spaces etc.
  - Considering crime prevention through environmental design
- Zoning implications and identifying appropriate zone for the proposed project .
- Confirming any environmental assessments/ WULA applications required.
- The development of a Transport Plan, in collaboration with eThekweni Transport Authority (ETA), for the area based on an understanding of the existing system and which ensures that all modes of Public and Private Transport (including metered taxis) are taken into account. Pedestrian Linkages must be included highlighting the following:
  - Provide the location and connecting points of pedestrian linkages
  - Make recommendations for bus/taxi stops in appropriate locations along the activity spine.
  - Develop a pedestrian plan and traffic circulation plan for the area.
- It will be necessary for the consultant to engage with the local community as part of this phase so as to ensure community buy-in

***Deliverables:***

- Detailed Site Development plan / Urban Design Framework Report and associated maps
- Stakeholder engagement feedback report

## **STAGE 4: TRAFFIC IMPACT ASSESSMENT AND REFINING OF PRECINCT PLAN**

During this phase, the consultant will be required to undertake a full Traffic Impact Assessment and the development of a Public Transport Plan. These must be approved by ETA. The Service Provider shall be responsible for all aspects necessary for carrying out a traffic impact study for the project assessing the current traffic operational issues (previous phase of work) and the impact of existing approved latent land use rights along with various transport mitigation measures.

Key tasks that would form part of the traffic impact study includes:

- Carry out the traffic demand, traffic distribution, traffic assignment and traffic capacity assessment for latent land use rights for the base year scenario to determine road network traffic operations and requirements
- Carry out road network spare capacity assessment before and after road improvements when considering the latent land use rights development scenario.
- Carry out a development potential scenario / spare capacity assessment for additional road improvements that can implemented over and above the improvements required to accommodate the latent land use rights.
- All concept designs and plans shall be to the ETA's traffic road layout (TRL) requirements and shall utilize existing geographic information system (GIS) information.
- Cost estimates for all transport requirements and mitigation measures shall be to a rough order of magnitude estimate.

Once the site development plan is amended, the consultant (led by the architect) will also be required to prepare some *high level building plan concepts* for the key developments within the node.

***Deliverables:***

- Traffic Impact Assessment
- Refined Precinct Plan

## STAGE 5: PHASED IMPLEMENTATION AND MANAGEMENT PLAN

This phase focuses on the identification and implementation of priority projects within the study area along with preliminary costing estimates to clearly articulate and package the preferred projects, operational, maintenance and management strategies. Development phasing is a key component of this phase. The following sub sectors must be covered in this phase:

- Development phasing
- Preliminary Implementation / Phasing plan
- Cost estimates
- Funding strategy
- Operational and Maintenance strategy

This implementation and management plan must also clearly address the following:

- Clear outputs required to meet the intentions/ vision for the project
- Identification of the key stakeholders for the implementation of the plan, including land owners, state entities, businesses etc.
- Ensuring alignment across Municipal departments to ensure co-ordinated planning and development instead of “silo” planning.
- A list of all/any statutory applications required. This includes their timelines, budgets and outputs.
- First draft Site Development Plans for key projects under Municipal responsibility (if any).
- Any further specialist studies required, their timelines and outputs.
- Infrastructure design and physical projects required, their timelines and outputs.
- Public Realm projects required, budget for these as well as designs for these. High level designs must form part of the ToR that is developed.
- Identifying budgets for projects and attempting to obtain commitments from responsible authorities.

The Site Development Plan and implementation plan will be taken through the various committees for approval by council.

### ***Deliverables:***

- Phased Implementation and Management Plan

## STAGE 6: CLOSEOUT

This phase of the project must include a closeout report that highlights the project process, public engagements, outcomes, strengths and weaknesses, lessons learnt and recommendations for future similar projects. The project's Executive Summary, which can be used for publication purposes, for distribution purposes must be included in this phase.

### ***Deliverables:***

- Closeout Report
- Executive Summary
- Stakeholder Engagement feedback report.

## PROJECT MILESTONES AND TIMEFRAMES

The project is expected to be complete within 24 months of appointment, and will have the following milestones:

### **PROJECT MANAGEMENT AND ENGAGEMENT**

#### **GENERAL**

Meetings: The Consultant will be required to attend sufficient meetings with Council staff as necessary to ensure the successful completion of the project, as well as record and summarise minutes and complete an attendance register for each meeting.

Workshops: The Consultant will be required to attend and facilitate sufficient workshop sessions as necessary to ensure the successful completion of the project.

Presentations: The Consultant will be required to make milestone presentations to relevant municipal departments, relevant committees of Council and other stakeholders (including affected property owners/developers) as required.

Setting up of all meetings will be done by the consultant in consultation with the client.

## **STAKEHOLDER FACILITATION**

One-on-one stakeholder engagement must take place with key stakeholders.

Circulation and presentation of each milestone for comments and acceptance by key internal sector departments will also be required.

It is important to note that sufficient provision (time) be made within the project for public/ officials to comment on the draft reports (at least 21 days to comment) and for the consultants to make the necessary amendments and for officials to meet with the relevant Ward Councillors / report to the relevant Committees of Council both prior to and post public engagements.

The consultant is required to prepare all agendas and record the minutes and findings from stakeholder meetings. This process will form part of the project contract.

Formal Public consultation will also need to take place at key milestones within the project. The key milestones are the Status Quo/Situational Analysis (a Stakeholder needs assessment), the detailed Precinct Plan, and the Implementation plan. However, should the need arise, the consultant may need to engage further with the local community, as stakeholder engagement is a critical element to this project.

### **1. Stakeholder Needs Assessment**

A stakeholder needs and visioning workshop/s must be held with key stakeholders (identified with assistance from the client), and these include key government departments, Community Forums, land owners, taxi associations, informal traders and Ward committee.

### **2. Presentation of Precinct Plan**

A presentation of the precinct plan must be presented to the key stakeholders noted in the Stakeholder needs assessment section. The presentation must also demonstrate where the stakeholders' needs have been addressed.

## **END PRODUCTS**

The following is a list of the end product requirements:

- Inception Report
- Status Quo Analysis / Situational Analysis Report
- Conceptual Drawings / Detailed Precinct Plan / Urban Design Framework Report and associated maps
- Stakeholder engagement / public participation report
- Phased Implementation and management plan Report
- Closeout report
- Executive summary
- 3D Visuals.

## **FORMAT REQUIREMENTS**

The project reports (3 hard copies of each final report, 1 of each draft report) will be produced in the following formats:

- Report will be in A4 format and shall be available in an electronic/digital format.
- Maps will be in A4, A3, A1 and A0 where applicable. Three (3) copies must be submitted.
- 3 CDs containing the report in both PDF and Word format with all clearly labelled files used/created during the process.

- All text in reports is to be produced in Microsoft Word.
- All plans to be GIS-based. (Format and requirements should be as per the specifications stipulated in the GIS Guidelines (2016))
- In addition, PowerPoint presentation summaries and executive summaries of all reports are to be produced and submitted.
- Close out Report to be submitted in both hard and digital format i.e. on a CD

All information and reports produced as part of this work will remain the intellectual property of the eThekweni Municipality and no duplication; interpretation; re-use or copying of any kind, by the consultants or any other persons, is permitted without the consent of the Municipality.

## DESCRIPTION OF SITE

A healthy residential property market is the key goal of the Inner-City Local Area Plan (LAP). Development of this site is a key priority of the LAP. The proposed site (illustrated below) is 3.6 Ha in extent. The site is owned by the Municipality, and it is situated in close proximity to major sports amenities – Moses Mabhida Stadium and the Kings Park Stadium. The site has excellent connectivity to the Central Business District (CBD) through the Umgeni corridor. The site is also just a stone throw away from a public railway station which abuts the site.

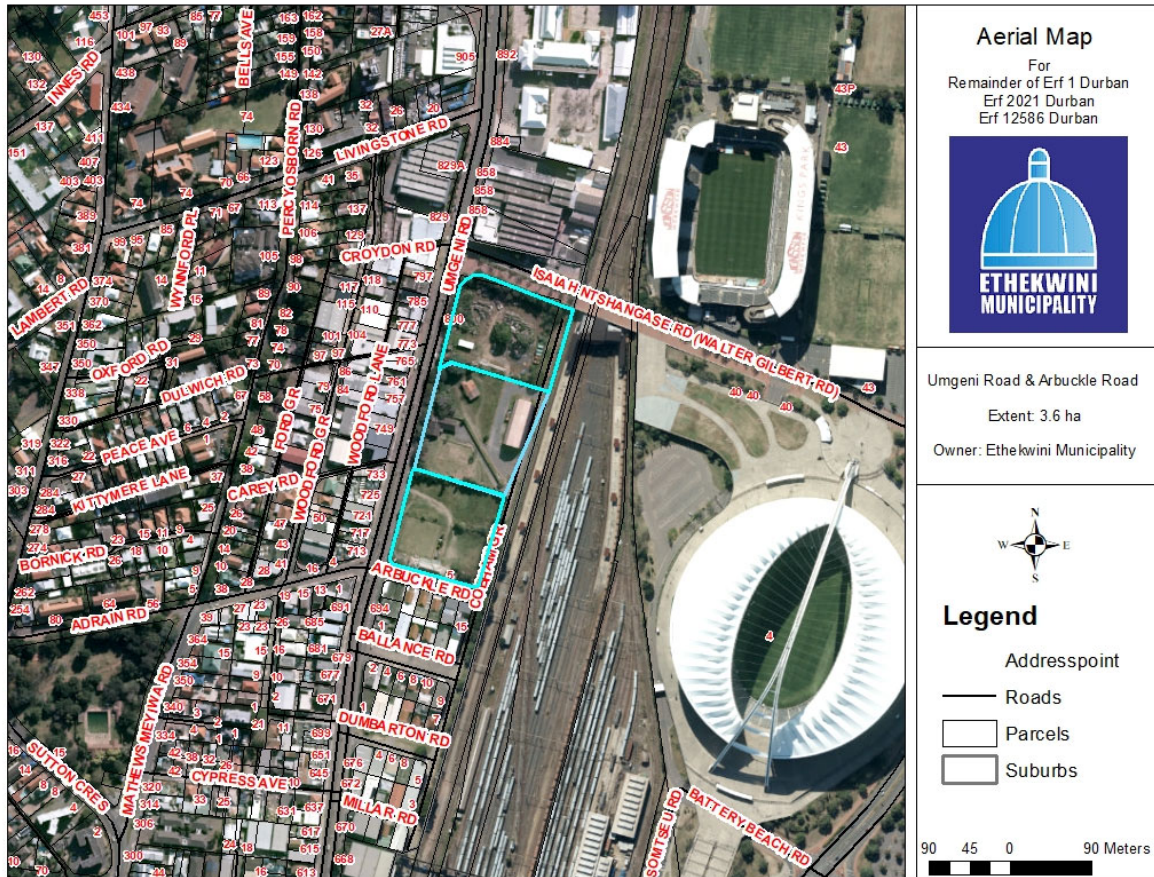


## KEY CONSIDERATIONS

The following key site characteristics and neighbourhood characteristics are the key urban design consideration to be observed:

- 1) Sites proximity to existing sports facilities and sports clubs and sports administrators located in the precinct.
- 2) Ongoing redevelopment of Umgeni Station Precinct and local neighbourhood revitalisation and renewal taking place.
- 3) Existing high order transport corridor
- 4) Integrated public transport network
- 5) Existing passenger railway station and railway lines that acts as a barrier on the eastern side of the site. Proponent to consider mitigation in layout of the site plan.
- 6) Densification opportunity to unlock ocean views to capture the value proposition in the provision of premium market residential units on the top floors of the proposed development concept.
- 7) Big Rush Big Swing – Moses Mabhida Stadium is a tourist attraction and an international sports events destination.
- 8) Public parking requirements especially for events hosted in the surrounding stadia and Parks
- 9) The LAP vision supports the development of a fine-grained block structure with an internal public road to distribute circulation into the new development blocks.

## LOCATION MAP



### **C3.3 ANNEXURES**

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

**Annex F**  
(*normative*)

**Standard Conditions of Tender**

**F.1 General**

**F.1.1 Actions**

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

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

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

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

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

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

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

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## **STANDARD PROFESSIONAL SERVICES CONTRACT**

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

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July, 2009: Edition 3 of CIDB document 1015

Standard Professional Services Contract