

**CLUSTER**  
**Operations Management**

**UNIT**  
**Transversal**

**DEPARTMENT**  
**Office of Director**

**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:** 34739 – 1S

**Contract Title:** Professional service provider for the design and project management of Community Infrastructure Projects within eThekweni Municipality for West 1 Region

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** Compulsory Clarification Meeting

**Meeting Location, Date, Time:** Boardroom 213, 2nd Floor, ETA Building, 30 Archie Gumede Place, Durban, 24 March 2026, 11:00am

Name: Ms Sethabile Buthelezi

**Queries can be addressed to:** Tel: 031 311 6517

**The Employer's Agent's:** eMail: [Sethabile.Buthelezi@durban.gov.za](mailto:Sethabile.Buthelezi@durban.gov.za). Question and answers from

**Representative:** the clarification meeting will be consolidated and uploaded 9 April 2026 for the benefit of all tenderers

**TENDER SUBMISSION**

The Tender Offer ("hard copy") shall be delivered to:

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

Tenderers are also required to make an **electronic submission** via the eThekweni Municipality **JDE System (SSS Module)**.

- Tenderers must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid.
- Tenderers are responsible for resolving all access rights and submission queries on the **JDE System** before the tender closing date/ time.

**JDE Queries Contact:**

Lindo Dlamini: Tel: 031-322-7133 / 031-322-7153

Email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

**Closing Date/ Time:** Friday, 17 April 2026 at 11h00

**Tender Offers submitted via any means other than that stated in the Tender Data will be deemed invalid**

**Issued by:**

**ETHEKWINI MUNICIPALITY**

**Deputy Head:** Office of Director

**Date of Issue:** 25/02/2026

Document Version : 23/10/2024

**FOR OFFICIAL USE ONLY**

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

**FOR OFFICIAL USE ONLY**

<b>Tenderer Name:</b>			<b>VAT Registered: Yes No</b>
	<b>Price (excl)</b>	<b>VAT</b>	<b>Price (incl)</b>
<b>Submitted: R</b>	R	R	R
<b>Corrected: R</b>	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 service provider for the design and project management of Community Infrastructure Projects within eThekweni Municipality for West 1 Region](#) over a period of 36 months.

<b>Subject</b>	<b>Description</b>	<b>Tender Data Ref.</b>
<b>Employer</b>	The Employer is the eThekweni Municipality as represented by: Deputy Head: <a href="#">Office of Director</a>	F.1.1.1
<b>Tender Documents</b>	Documentation is to be downloaded the National Treasury's eTenders website or the eThekweni Municipality Website: <ul style="list-style-type: none"> <li>• <a href="https://www.etenders.gov.za/">https://www.etenders.gov.za/</a></li> <li>• <a href="https://www.durban.gov.za/pages/business/procurement">https://www.durban.gov.za/pages/business/procurement</a></li> </ul>	F.1.2
<b>Clarification Meeting</b>	<a href="#">Boardroom 213, 2nd Floor, ETA Building, 30 Archie Gumede Place, Durban, 24 March 2026, 11:00am</a>	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: <a href="#">Name: Ms Sethabile Buthelezi</a> <a href="#">Tel: 031 311 6517</a> <a href="mailto:Sethabile.Buthelezi@durban.gov.za">eMail:Sethabile.Buthelezi@durban.gov.za</a>	F.2.8
<b>Submitting a Tender Offer</b>	The Tender Offer shall be delivered to:  <b><a href="#">The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban</a></b>  Tenderers are also required to make an <b>electronic submission</b> via the eThekweni Municipality <b>JDE System (SSS Module)</b> . <ul style="list-style-type: none"> <li>• Tenderers must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid.</li> <li>• Tenderers are responsible for resolving all access rights and submission queries on the <b>JDE System</b> before the tender closing date/ time.</li> <li>• Reference should be made to Part T1.1.2 and Clause F.2.13 of the Tender Data.</li> </ul>	F.2.13
<b>Closing Time</b>	The Tender Offer ("hard copy") shall be delivered, and the electronic submission completed, both on or before <b>Friday, 17 April 2026</b> , at or before <b>11h00</b> .	F.2.15
<b>Evaluation of Tender Offers</b>	<b>The 80/20</b> Price Preference Point System, will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) 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

## **T1.1.2: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM**

This Section (T1.1.2) is for information purposes only. Compliance requirements are stated in **Part T1.2: Tender Data**.

eThekwini Municipality Bids, Tenders and Quotations (hereafter referred to as Tenders) are going to be submitted using the JDE System.

This JDE System will be used for:

- Viewing of available (open) Tenders,
- Downloading procurement documentation for Tenders,
- Uploading completed and signed Tender documentation,
- Completion and submission of Tenders electronically,
- Viewing the Tender opening schedule.

### **Registrations**

To be granted access to the **JDE System** prospective service providers must be registered on the **National Treasury's Central Supplier Database (CSD)**, the **eThekwini Municipality Supplier Portal**, and the **eThekwini Municipality JDE System**.

#### **National Treasury: Central Supplier Database**

- Registration can be made on <https://secure.csd.gov.za> .
- Service Providers will be issued a "MAAA" number when registered.

#### **eThekwini Municipality Supplier Portal**

- Registration can be made on <https://www.durban.gov.za> by following these links:  
>Business >Supply Chain Management (SCM) >Accredited Supplier & Contractor Database.

#### **eThekwini Municipality JDE System**

- Service providers requiring access must send an email to [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)  
The following information is required:
  - Copy of the **Director's ID**.
- On receipt of this email, the SCM Unit will respond with the login credentials and a link to the **JDE System**.

### **Assistance with using the JDE System**

The following SCM Official(s) can be contacted in connection with any queries regarding the use of the **JDE System**:

- Lindo Dlamini      Tel:            031 322 7153 or 031 322 7133  
                                 Email:        [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

### **Viewing of available tenders**

By following link <https://rfq.durban.gov.za/jde/E1Menu.maf> prospective Service Providers will be able to view available (open) Tender opportunities without signing into the system. However, Service Providers will not be able to respond to a Tender without being signed into the system using a JDE User ID and Password.

### **Tender documentation**

By accessing the **JDE System** (using <https://rfq.durban.gov.za/>) and viewing any available Tenders, prospective Service Providers will be able to download the relevant Tender documentation.

The Tender documentation consists of the **TENDER** and **CONTRACT Parts**, as described in the INDEX, and will include any drawings and other information (if applicable). Referred to or included in the documentation are the **Standard Conditions of Tender (and associated Tender Data)**, and the **Conditions of Contract (and associated Contract Data)** which will govern the tendering and contract processes respectively.

### **Submission of tender offers**

**Tender Offers** are to be delivered, in “hard copy” format, to the Delivery Location as stated in the Tender Data F.2.13.

In addition to the above, **Tender Offers are also to be SUBMITTED ELECTRONICALLY** (uploaded) on the eThekwini Municipality JDE System (Supplier Self Service (JDE-SSS) Module).

Bidders are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time, as stated in the Tender Data.

Reference is to be made to **Clause F.2.13 of the Tender Data** that specifies compliance requirements.

### **Viewing the Tender opening schedule**

Users on the **JDE System** will be able to view the **Tender Opening Schedule** for each closed Tender.

The tender opening schedule will also be made available on the eThekwini Municipal website at URL:

<https://www.durban.gov.za/pages/business/publication-of-received-bids>

### **T1.1.3: NOTES TO TENDERERS**

These “**Notes to Tenderers**” are intended to provide guidance to Tenderers regarding tendering obligations and requirements. Compliance requirements are stated in the relevant parts of the **Tender Data (T1.2)**.

#### **eThekwini Supply Chain Management Policy (SCMP)**

The requirements as stated in the Employer’s SCM Policy include, but are not limited to, the following:

#### **1) Clause 14(4): ETM Supplier Database**

The eThekwini Supply Chain Management Policy requires suppliers/ service providers/ contractors to be registered on the eThekwini Municipality’s Supplier Database (Vendor Portal).

In the event of the Tenderer not being registered on the eThekwini Municipality’s Supplier Portal, 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 is to be noted:

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

#### **2) Clause 20(1)(d)(i): Audited Financial Statements**

Audited Financial Statements (prepared for auditing) are required to be submitted if the value of the tender offer exceeds R10 million (incl VAT).

#### **3) Clause 20(1)(d)(iii): Contracts Awarded during the past 5 Years**

Tenderers are to include with their submission a listing of any contracts awarded to the Tenderer during the past 5 years, including particulars of any material non-compliance or dispute concerning the execution of the contracts. Tenderers are referred to **Returnable Form T2.2.3**.

#### **4) Clause 20(1)(d)(ii), Clause 28(1)(c) and Clause 29(10): Municipal Fees**

Tenderers are to refer to **Returnable Form T2.2.12: “Declaration of Municipal Fees”**, to certify that they have no undisputed commitments for municipal services towards any municipality. Prior to an award, a Tenderer’s municipal rates and taxes cannot be in arrears. Should a Tenderer be in arrears with respect to municipal services and has formalised an agreement with the respective municipality to offset the arrears, the agreement must be in place at time of tender closing.

#### **5) Clause 28(2)(d), Clause 28(2)(h) and Clause 29(12): Certifications and Registrations**

CIDB Registration and Status, B-BBEE Certificates, and Tax Compliance Status PINs must be valid at tender closing, and before final award.

The Tenderer’s Tax Compliance Status, CIDB Registration and Status (if required), and B-BBEE Level Status (if required), will be verified using the National Treasury Central Supplier Database (CSD). Tenderers are referred to **Returnable Form T2.2.1**.

It is the Tenderer’s responsibility to ensure that their data on the CSD is kept updated and correctly reflects the status of the tendering entity.

**6) Clause 28(1)(e): Joint Ventures (JV)**

Each party of a JV must submit separate Tax Compliance Status PINs.

Also, and unless otherwise stated, the requirements for a single entity submission in terms of documentation requirements, will apply to each member of a JV making a submission.

As proof that a JV has been formalised, or that the parties to the JV agree to formalise the JV should they be successful in being recommended for the award of this tender, Tenderers are referred to **Returnable Form T2.2.10**.

**CIDB Regulation 25(8)** (if applicable)

- 7) It should be noted that this contract is not part of a **Targeted Development Programme (TDP)**. The CIDB provisions in relation to a Contractor's **Potentially Emerging (PE) status** do not apply. Tenderers are referred to **CIDB Inform Practice Note #32: "Application of the Potentially Emerging (PE) Status"**.

**Conditions of Tender****8) F.3.8: Test for Responsiveness**

In this regard, Tenderers are referred to **Clause F.3.8 of the Tender Data**.

**Risk Mitigation****9) Risk Mitigation**

In line with clause 18 of the Conditions of Tender where the Municipality states that it does not bind itself to accept the lowest or any tender, and reserves the right to accept the whole or any part of a tender to place orders, Clause 18.1 further states that should the Tenderer's price be below the determined average market related prices by a variance of 20% or more, the price shall be deemed non-responsive.

## 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.

<b>F.1: GENERAL</b>
---------------------

**F.1.1 The employer:** The Employer for this Contract is the eThekwini Municipality as represented by: Deputy Head: **Office of Director**

**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 eThekwini Policy documents referenced in the Tender Documents.
  - CIDB Standard for Developing Skills through Infrastructure Contracts (CSDG) GG 48491 (2023-04-28).

Electronically downloaded documentation is obtainable from the National Treasury’s **eTenders Website** or the **eThekwini 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:**Name:** Ms Sethabile Buthelezi**Tel:** 031 311 6517**eMail:** Sethabile.Buthelezi@durban.gov.za

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) Submission is made by a Joint Venture.
- (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.
- (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.
- (i) The Tenderer cannot demonstrate that it possesses the necessary expertise and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (j) The Tenderer fails to submit an approach paper which responds to the scope of work and outlines the detailed proposed approach / methodology and work plan, complete with time frames, to ensure quality and timely delivery of the project deliverables.
- (k) The Tenderer fails to provide previous experience of the company with respect to specific aspects of the project / comparable projects, with details of similar projects successfully implemented and contact details of the clients.

SCM Policy (CI.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 The cost of the tender documents:** Replace this paragraph with the following:

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

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

"Addenda will be published on the **eThekwini Municipality website** as stated in Clause F.1.2. Tenderers are to ensure that the 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:**

**Boardroom 213, 2nd Floor, ETA Building, 30 Archie Gumede Place, Durban, 24 March 2026, 11:00am**

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:**

The signed Tender Offer ("hard copy") is to be sealed in an envelope, addressed to the City Manager, marked with the **identification details** and be delivered to the **delivery address**, both as stated below.

**Tender Offers** are to be delivered, in "hard copy" format, to **delivery address**:

[the Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban](#)

**Identification details** to be shown on the hard copy package are:

- Contract No. : **34739 – 1S**
- Contract Title : **Professional service provider for the design and project management of Community Infrastructure Projects within eThekwini Municipality for West 1 Region**

In addition to the above, Tender Offers are also to be **SUBMITTED ELECTRONICALLY** (uploaded) on the eThekweni Municipality **JDE System** (Supplier Self Service (SSS Module)). For information pertaining to the JDE System, Tenderers are referred to Section T1.1.2.

The Tender documentation, issued by the eThekweni Municipality (refer to F.1.2), is to be printed in its entirety. Printing should be done on white A4 paper, with printing on only one side of the paper. (It is suggested that the Tender documentation is not stapled, or punched for filing, prior to scanning, as this could affect the scanning process.)

After completion and signature (using **BLACK INK**), the entire Tender document is to be scanned to a single PDF (**P**ortable **D**ocument **F**ormat) document, at a resolution of 300 DPI (dots per inch). The PDF document is to be uploaded via the (Tender specific) upload option on the JDE System (SSS Module).

- Tenderers must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid.
- Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time (F.2.15).

Tender Offer delivery, and the electronic submission on the JDE System, are both to be completed on or before the closing date/ time stated in the Tender Data.

The submission of Tender Offers via any means other than that stated above will not be accepted, and those that are will be deemed invalid.

The submission of Tender Offers via any means other than that stated above will not be accepted, and those that are will be deemed invalid.

#### **F.2.15 Closing date and time:**

The closing time is:

- **Date** : **Friday, 17 April 2026**
- **Time** : **11h00**

The **delivery of the hard copy** **AND** the completion of the requirements on the **JDE System (SSS Module)** must be completed prior to the Tender **closing date and time** as stated above. Any Tender Offer submitted thereafter will not be considered.

**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".

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”.

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

Refer also to returnable form in T2.2.12: “CSD Registration Report”.

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

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

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

**F.3.1.1 Respond to requests from the tenderer:** Replace the words “five working days” with “three working days”.

**F.3.2 Issue addenda:** Add the following paragraph:

“Addenda will be published on the **eThekweni Municipality Website** (refer to **Clause 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.

The tender opening schedule will also be made available on the eThekweni Municipal website at URL: <https://www.durban.gov.za/pages/business/publication-of-received-bids>

**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 at the end of F.3.11.

### **Preference Point System**

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer’s current SCM Policy.

## Price Points

The **80/20** preference points system (80/20 PPS) will be applied. The Formula used to calculate the Price Points (max. 80) will be according to the SCM Policy.

## 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**  
Goal Weighting: 80%

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>Ownership Categories</b>	<b>Criteria</b>	<b>80/20 PPS</b>
<b>Race: Black (w1)</b>	Equals 0%	0
	Between 0% and 51%	4.8
	Greater or equal to 51% and less than 100%	9.6
	Equals 100%	12
<b>Gender: Female (w2)</b>	Equals 0%	0
	Between 0% and 51%	1.6
	Greater or equal to 51% and less than 100%	3.2
	Equals 100%	4
<b>Maximum Ownership Goal Points:</b>		<b>16</b>

The Weightings of the Ownership Categories will be:

- w1 = 75%, w2=25% (where: w1 + w2 = 100%)

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

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

- **RDP Goal: The promotion of South African owned enterprises**  
Goal Weighting: 20%

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

<b>Location</b>	<b>80/20 PPS</b>	
Not in South Africa	0	
South Africa	1.6	
Kwa Zulu Natal	3.2	
eThekweni Municipality	4	
<b>Maximum Goal Points:</b>		<b>4</b>

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

- CSD report

## Functionality

- The Functionality criteria and maximum score in respect of each of the criteria are as follows:

Quality criteria	Sub-criteria	Maximum number of points
Tenderer's experience	Experience of service provider in undertaking work of similar nature or complexity to the scope of works (related to Community based infrastructure projects)	50
Experience of Key Resources in executing work of similar nature	General experience and qualifications of key staff with relevant experience to the job specification (related to Community based Infrastructure projects)	50
<b>Maximum possible score for quality (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;

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 3 <u>projects</u> of a similar nature within the past 10 years.
2	70	To have successfully completed 4 to 6 <u>projects</u> of a similar nature within the past 10 years.
3	90	To have successfully completed 7 to 9 <u>projects</u> of a similar nature within the past 10 years.
4	100	To have successfully completed 10+ <u>projects</u> of a similar nature within the past 10 years.

Criterion: Experience of Key Resources in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Professional Civil Engineer / Structural Engineer	BTech/ BSc/Degree Engineering	Pr Eng	No Submission	≤ 3	> 3 ≤ 6	> 6 ≤ 9	> 10	30
Civil Designer	BSc Eng/ Beng / B Tech	N/A	No Submission	≤ 3	> 3 ≤ 6	> 6 ≤ 9	> 10	20
Civil Technician	Ndip (civil) or BSc Eng or Beng or BTech (Degree/Diploma)	N/A	No Submission	≤ 2	> 2 ≤ 4	> 4 ≤ 6	> 7	10
Professional Quantity Surveyor	BTech/ BSc/ Degree QS	Pr QS	No Submission	≤ 3	> 3 ≤ 6	> 6 ≤ 9	> 10	20
Professional Architect	Barch Adv or March or MTech	PrArch	No Submission	≤ 3	> 3 ≤ 6	> 6 ≤ 9	> 10	20

Note 1: "experience" implies experience on projects of a similar nature with respect to the Scope  
Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification within the built environment, from a registered University or Institute of Technology.

**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's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- (b) The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- (c) If required to be so registered, the Tenderer is **registered and is in good standing with the compensation fund or with a licensed compensation insurer**, as applicable to the requirements of The Occupational Injuries and Diseases Act.
- (d) The Tenderer or any of its directors/ shareholders are **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.
- (e) The Tenderer has not:
  - i) Abused the Employer's Supply Chain Management System; or
  - ii) Failed to perform on any previous contract and has been given a written notice to this effect.
- (f) The tenderer has completed **Returnable Document T2.2.1: "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 referred to the requirements as stated in Clause F.2.13 of the Tender Data.

**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](mailto: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.

## PART T2: RETURNABLE DOCUMENTS

### T2.1 LIST OF RETURNABLE DOCUMENTS

#### T2.1.1 General

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

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

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

##### Entity Specific

T2.2.1	Compulsory Enterprise Questionnaire	17
T2.2.2	Certificate of Attendance at Clarification Meeting	18
T2.2.3	Tax Compliance Status PIN	19
T2.2.4	MBD 4: Declaration of Interest	20
T2.2.5	MBD 5: Declaration for Procurement Above R10 Million	22
T2.2.6	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations	23
T2.2.7	MBD 8: Declaration of Bidder's Past SCM Practices	25
T2.2.8	MBD 9: Certificate of Independent Bid Determination	27
T2.2.9	Record of Addenda to Tender Documents (if applicable)	30
T2.2.10	Declaration of Municipal Fees	31
T2.2.11	CSD Registration Report	32

##### Technical or Functionality Evaluation

T2.2.12	Tenderer's Experience	33
T2.2.13	Personnel Schedule	34
T2.2.14	Experience of Key Staff	35

##### Equipment Related

T2.2-A	EQUIPMENT SPECIFICATIONS	Error!
T2.2-B	EQUIPMENT CALIBRATION, VALIDATION, CERTIFICATION	Error!
T2.2-C	TOTAL CONTRACT QUALITY PLAN	Error!

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

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages 17 to [Error! Bookmark not defined.](#)

#### 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	Email address of representative		
1.4	Contact numbers of representative	Tel:	Cell:
1.5	National Treasury Central Supplier Database Registration number	MAAA	
1.6	VAT registration number, if any:		
1.7	CIDB registration number, if any:		
1.8	Department of Labour: Registration number		
1.9	Department of Labour: Letter of Good Standing Certificate number		

**2.0 Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)**

	Full Name	Identity No.	Personal income tax No. *
2.1			
2.2			
2.3			

**3.0 Particulars of companies and close corporations**

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 **MBD 4, MBD 6, MBD 8, and MBD9** issued by National Treasury must be completed for each tender and be included as a tender requirement.

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**

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**.

*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: .....		
.....		

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

If yes, furnish particulars: .....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

If yes, furnish particulars: .....

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

If yes, furnish particulars: .....

3.13 Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES	NO
-----	----

If yes, furnish particulars: .....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract ?

YES	NO
-----	----

If yes, furnish particulars: .....

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

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

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

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

**SIGNATURE:** .....

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

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

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

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

## **1.0 GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- 1.2 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.
- 1.3 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.
- 1.4 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:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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**:

**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)	12	
<b>Ownership Goal:</b> Gender (female)	4	
<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.

Circle Applicable	
YES	NO

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.

YES	NO
-----	----

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?

YES	NO
-----	----

4.3.1 If YES, provide particulars.

.....

.....

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 RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

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

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

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

**Date**

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

**T2.2.10 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.**

*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:** \_\_\_\_\_  
 .....

**T2.2.11 CSD REGISTRATION REPORT**

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

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

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

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

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

**CENTRAL SUPPLIER DATABASE FOR GOVERNMENT**

Report Date: \_\_\_\_\_

Report Ran By: \_\_\_\_\_

**CSD REGISTRATION REPORT**

**SUPPLIER IDENTIFICATION**

Supplier number	_____	Have Bank Account	_____
Is supplier active?	_____	Total annual turnover	_____
Supplier type	_____	Financial year start date	_____
Supplier sub-type	_____	Registration date	_____
Legal name	_____	Created by	_____
Trading name	_____	Created date	_____
Identification type	_____	Edit by	_____
Government breakdown	_____	Edit date	_____
Business status	_____	Restricted Supplier	_____
Country of origin	_____	Restriction Last Verification Date	_____
South African company/CC registration number	_____		

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

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

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

**Date**

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

**T2.2.12 TENDERER’S EXPERIENCE**

The experience of the tendering entity or joint venture partners in the case of an unincorporated joint venture or consortium, as opposed to the key staff members / experts, in projects of similar in nature of projects that include the Engineering Design for community /ward -infrastructure projects over the last ten years will be evaluated. Tenderers must provide details of their knowledge of the local area and previous experience with key local stakeholders.

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

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

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

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

Level	pts	Criterion: Tenderer’s Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed 1 to 3 <u>projects</u> of a similar nature within the past 10 years.
2	70	To have successfully completed 4 to 6 <u>projects</u> of a similar nature within the past 10 years.
3	90	To have successfully completed 7 to 9 <u>projects</u> of a similar nature within the past 10 years.
4	100	To have successfully completed 10+ <u>projects</u> of a similar nature within the past 10 years.

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

NAME : ..... (Block Capitals)

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



**T2.2.14 EXPERIENCE OF KEY STAFF**

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience, level of education and training and positions held of each operational area team leader.
- 2) The skills and experience of the assigned staff in the specific operational areas. Linked to the scope of work.
- 3) 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 key staff of **not more than 2 pages each** should be attached to this schedule: (define which CV's are required). Each CV should be structured under the following headings:

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

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

Experience of Key Resources in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Professional Civil Engineer / Structural Engineer	BTech/ BSc/Degree Engineering	Pr Eng	No Submission	≤ 3	> 3 ≤ 6	> 6 ≤ 9	> 10	30
Civil Designer	BSc Eng/ Beng / B Tech	N/A	No Submission	≤ 3	> 3 ≤ 6	> 6 ≤ 9	> 10	20
Civil Technician	Ndip (civil) or BSc Eng or Beng or BTech (Degree/Diploma)	N/A	No Submission	≤ 2	> 2 ≤ 4	> 4 ≤ 6	> 7	10
Professional Quantity Surveyor	BTech/ BSc/ Degree QS	Pr QS	No Submission	≤ 3	> 3 ≤ 6	> 6 ≤ 9	> 10	20
Professional Architect	Barch Adv or March or MTech	PrArch	No Submission	≤ 3	> 3 ≤ 6	> 6 ≤ 9	> 10	20
Professional Civil Engineer / Structural Engineer	BTech/ BSc/Degree Engineering	Pr Eng	No Submission	≤ 3	> 3 ≤ 6	> 6 ≤ 9	> 10	30

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

NAME : .....

(Block Capitals)

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

DATE: .....

**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: **34739 – 1S**

Contract Title: **Professional service provider for the design and project management of Community Infrastructure Projects within eThekweni Municipality for West 1 Region**

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 eThekwini Municipality as represented by Director : **Office of Director**

3.4 & The authorised and designated representative of the Employer is: Nontobeko Mwelase

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

- Telephone : 031 322 8364
- Fax : N/A
- e-mail : [Nontobeko.Mwelase2@durban.gov.za](mailto:Nontobeko.Mwelase2@durban.gov.za)

The address for the Receipt of communications is: [Nontobeko.Mwelase@durban.gov.za](mailto:Nontobeko.Mwelase@durban.gov.za)

1 The Project is : **34739 – 1S**

: **Professional service provider for the design and project management of Community Infrastructure Projects within eThekwini Municipality for West 1 Region**

1 Period of Performance : **36 MONTHS**

1 Start Date : **7 days**

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

3.5 The location for the performance of the Project is: **eThekwini Municipal Area**

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

3.9.2 The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.

3.12 The penalty per Day payable is: **R 5000.00**

3.15.1 The programme shall be submitted within **7 Days** of the award of the Contract.

3.15.2 The Service Provider shall update the programme at intervals not exceeding **1 weeks**.

3.16 The time-based fees shall not be adjusted for inflation.

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 as set out in the Professional Indemnity Schedule.

1. Insurance : **Professional indemnity**  
 Cover is : **R 10 000 000.00**  
 Period of cover : **Covering the period of the contracts**

5.5 The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:

- 1) **Appointing subcontractors for the performance of any parts of the Services**
- 2) **Using alternative system or software not approved in writing by the Employer following a replacement of validated equipment.**

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 **7 Days** of date that the Contract becomes effective.

8.2.1 The Contract is concluded when: **The Service Provider has completed all Deliverables in accordance with the Scope of Work.**

8.4.3(c) The period of suspension under clause 8.5 is not to exceed **8 months**

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 : **Consulting Engineers South Africa (CESA).**=

12.3.3 The adjudicator is the person appointed by: **Consulting Engineers South Africa (CESA).**

Tel ..... Fax .....

12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **Consulting Engineers South Africa (CESA).**

13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R 10 000 000.00.**

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

13.5.1 The provisions of 13.5 do not apply to the Contract.

13.6 The provisions of 13.6 do not apply to the Contract.

14 Remuneration and reimbursement of the Service Provider will be on the following basis:  
 Final payment will be based on the actual kilometres of Paved roads for which profile and deflection measurements were carried out. Payment will not be made for roads considered to be unmeasurable due to condition and those sections of road that were under construction at the time and therefore not surveyed.

The instalments of payment will be on the following basis (payment schedule):

- 50% with handing in of finalised profile and deflection data of the surveys, maps and road link identification with corrections made on the maps and road link identification as required. Full compliance with the requirement for submission of the initial programme and weekly programmes and progress reports is also required.
- The remainder of the money to be paid pro rata based on the quality of the Service Provider's survey as assessed with the quality verification and acceptance procedures described in this Contract.

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

16 **Penalty Clause for Non-Compliance with Contract Skills Development Goal (CSDG)**

In the event that the Service Provider fails to achieve the Contract Skills Development Goal (CSDG) as specified in the CIDB Standard for Developing Skills Through Infrastructure Contracts (Gazette Notice No. 48491 of 28 April 2023), and fails to provide a reasonable explanation to the Employer for such non-compliance, the following penalties will apply:

- a) **Penalty Amount:** A penalty of R32 333.34 (2 x Monthly CSDG Committed amount) (excluding VAT) per month shall be imposed for each month of non-compliance.
- b) **Duration of Penalty:** The penalty will be applicable for a period until the Service Provider achieves compliance with the CSDG.
- c) **Compliance Review:** The Employer will assess the Service Provider's compliance status at regular intervals, and any penalties imposed will be reassessed upon demonstration of compliance.

### C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

The additional conditions of contract are:

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

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

#### C1.2.3.2 EMPOWERMENT INITIATIVE

The service provider shall, in the performance of the contract, achieve the **Contract Skills Development Goal** (CSDG) established in the CIDB Standard for Developing Skills Through Infrastructure Contracts, published in Gazette Notice No. 48491 of 28 April 2023.

Reference is to be made to Section C.3.3: “**CIDB SKILLS STANDARD**”

The awarded tender is to provide work integrated learning opportunities for University of Technology or Comprehensive University unemployed student completing their National Diploma. The unemployed learner working is to carryout work related to the scope for the period as calculated in C2.2 (Item 8). The Service provider shall achieve in the performance of the contract skills development goal established in the above-mentioned standard for developing skills through this contract as laid out in Section 4.2 subsection 4.2.5

The minimum prescribed reimbursement of the learner shall be as per **Method 3** of Table 3 of the standard. The current hourly notional cost (**Rate**) for the learner as per “GOVERNMENT GAZETTE, APRIL 2023” is **R93.26 excluding Vat**, calculated using an average of **21.67** working days per month.

- Where the unemployed learner is employed directly by the service provider, the service provider shall pay the stipend directly to the learner.
- Where the unemployed learner is sourced through an SDA, training provider or skill development facilitator, the service provider may pay the stipend to the SDA, training provider or skill development facilitator who in turn will pay the learner.
- The role and function of a CIDB SDA is outlined in Annexure C3.3.3
- The proposed notional cost of the providing training opportunity will be reviewed as and when required. The new, revised costs will be published as revised in a Gazette Notice.

#### C1.2.3.3 VISUAL CONDITION ASSESSMENT

The profiling and visual assessment for the entire municipal paved road network is to be conducted and to be concluded within 6 months of appointment and then again within the first 6 months in last 12 months of this contract or as directed in writing by the employer. This should be reflected in the programme.

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

Ref / Clause Number	Data
---------------------------	------

1            The Service  
 Provider is: .....

.....

Address : .....

.....

.....

Telephone : .....                      Fax : .....

5.3           The authorised and designated representative of the Service Provider is:

Name : .....

The address for receipt of communications is:

Address : .....

.....

.....

Telephone : .....                      Fax : .....

E-Mail : .....

5.5 &  
 7.1.2        The Key Persons and their jobs / functions in relation to the  
 services are:

Name : .....

Specific Duties : .....

Name : .....

Specific Duties : .....

**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 The following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work for the services as defined in the Scope of Work

Quantity: The number of units of work for each item of the services

Rate: The payment per unit of work at which the Tenderer tenders to do the work for the services

Amount: The product of the quantity and the rate tendered for an item

C.2.1.2.2 The quantities set out in the Pricing Schedule are approximate quantities. The quantities of work accepted and certified for payment of the services, and not the quantities given in the Pricing Schedule, will be used to determine payments to the Service Provider. This amount could be more or less than the approximate quantities.

The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work for the services will be valued at the rates tendered, subject to the provisions of paragraphs 7 and 8 of this section.

C.2.1.2.3 The tendered rates are all-inclusive and covers the execution of the activities as listed, all accommodation, travelling expenses, all mandatory taxes and levies (excluding VAT), allowance for delays, validation of equipment during surveys, all liaison, project management, insurance against damage, compensation for loss as well as any other possible expenses which have not been specifically mentioned, but which may be related to the execution of the work for the services. Value added tax (VAT) shall be excluded from the rates and prices and provided for as the total VAT on the cost of the Works in the Pricing Schedule.

C.2.1.2.4 If the Tenderer has tendered a rate but omitted the amount, or vice versa, the missing amount or rate will, if possible, be determined in conjunction with the Tenderer from the available data, and the Tenderer must confirm his acceptance of these amounts and rates.

If the Tenderer groups a number of items together and tenders one lump sum for such group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or, should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during execution of the Contract.

- C.2.1.2.5 The works executed are being measured for payment in accordance with the methods described in the Contract Documents under the various payment items, notwithstanding any custom to the contrary.
- C.2.1.2.6 The short descriptions of the payment items in the Pricing Schedule are given to identify the items and to provide specific details. Reference shall inter alia be made to the Scope of Work, Conditions of Contract and Special Conditions of Contract (if any) for more detailed information regarding the extent of the work entailed under each item.
- C.2.1.2.7 Subject to the conditions stated in paragraph 8 below, the rates and lump sums filled in by the Tenderer in the Schedule of Quantities shall be final and binding with regard to submitting the Tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the Tender. Should there be discrepancies between the Tender Sum and the correctly extended and totalled Pricing Schedule, the Tender Sum will be deemed correct, and the Employer will have the right to make such adjustments to the Tender Rates as he deems necessary to reconcile the total of the Pricing Schedule with the Tender Sum.

In such an event the Tenderer will be consulted but, failing agreement between the parties, the decision of the Employer will be final and binding. Adjustment of the Tender Sum will take place only after acceptance of the Tender, but prior to the signing of the Contract. In their own interests Tenderers should make doubly sure of the correctness of their tendered rates, the extensions and the Tender Sum.

- C.2.1.2.8 A Tender may be rejected if the unit rates or lump sums for some of the items in the Pricing Schedule are in the opinion of the Employer, unreasonable or out of proportion and if the Tenderer fails within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items to make such adjustments.
- C.2.1.2.9 All rates and sums of money quoted in the Pricing Schedule shall be in Rands and whole Cents. Fractions of a cent shall be discarded.
- C.2.1.2.10 The minimum prescribed reimbursement of the learner shall be as per **Method 3** of Table 3 of the standard. The current hourly notional cost (**Rate**) for the learner as per “GOVERNMENT GAZETTE, APRIL 2023” is **R93.26 excluding Vat**, calculated using an average of 21.67 working days per month.
- Where the unemployed learner is employed directly by the service provider, the service provider shall pay the stipend directly to the learner.
  - Where the unemployed learner is sourced through an SDA, training provider or skill development facilitator, the service provider may pay the stipend to the SDA, training provider or skill development facilitator who in turn will pay the learner.
  - The proposed notional cost of the providing training opportunity will be reviewed as and when required. The new, revised costs will be published as revised in a Gazette Notice.
  - Not more than 45 working hours can be claimed per week.

**C2.2: PRICING SCHEDULE****NB:**TENDERERS MUST COMPLETE THE SCHEDULE OF QUANTITIES IN **BLACK INK**ALL RATES AND PRICES SHALL EXCLUDE VALUE-ADDED TAX

<b>PROFESSIONAL SERVICES PROVIDERS FOR THE DESGN AND PROJECT MANAGEMENT OF COMMUNITY INFRASTRUCTURE IN ETHEKWINI REGION</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>SCHEDULED QTY (EXCL VAT)</b>	<b>RATE</b>	<b>SCHEDULED AMOUNT</b>
	<b>PART A1- NORMAL SERVICES</b>				
A1.1	Percentage fee based on cost of works for community infrastructure project, which includes inception, concept and viability, design development, documentation and procurement, contract administration and inspection and close-out.	%	R171,828,000.00		
A1.2	Disbursement :(Administration) typing, printing, faxing, telephone ,postage, stational ,etc	Month	36		
	<b>TOTAL SUM PART 1</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>SCHEDULED QTY (EXCL VAT)</b>	<b>RATE</b>	<b>SCHEDULED AMOUNT</b>
	<b>PART A2 - ADDITIONAL SERVICES PERTAINING TO ALL STAGES OF THE PROJECT</b>				
A2.1	<b>SURVEY SERVICES</b>				
(a)	Survey services, when procured by the service provider.	Prime Cost	R300,000	1	R300,000
(b)	Handling cost and profit in respect of (a) above	%	R300,000		
A2.2	<b>ENVIRONMENTAL SERVICES</b>				
(a)	Environmental services (EIA, WULA & ECO Monitoring)	Prime Cost	R300,000	1	R300,000
(b)	Handling cost and profit in respect of (a) above	%	R300,000		
A2.3	<b>Geotechnical and Drilling Services</b>				
(a)	Geotechnical and drilling investigation	Prime Cost	R300,000	1	R300,000
(b)	Handling cost and profit in respect of (a) above	%	R300,000		
A2.4	<b>OCCUPATIONAL HEALT &amp; SAFETY REQUIREMENTS</b>				
(a)	Health & Safety Requirement	Prime Cost	R300,000	1	R300,000
(b)	Handling cost and profit in respect of (a) above	%	R300,000		
2.5	<b>ACCEPTANCE TESTING</b>				
(a)	Acceptance testing	Prime Cost	R300,000	1	R300,000
(b)	above	%	R300,000		
2.6	<b>Training-Employer's trainees</b>				
(i)	Candidates Engineers/Technicians	Person-month	36		
(ii)	Students experiential training	person-month	36		

TOTAL SUM PART A2					
ITEM	DESCRIPTION	UNIT	SCHEDULED QTY (EXCL VAT)	RATE	SCHEDULED AMOUNT
	<b>PART A3 - SPECIAL SERVICES AND SPECIALIST ADVICE PERTAINING TO ALL STAGES OF THE PROJECT</b>				
A3.1	<b>CIVIL STRUCTURAL ENGINEERING SERVICES</b>				
(a)	Personnel cost				
(i)	category A	Hour	75		
(ii)	Category B	Hour	75		
(iii)	category C	Hour	360		
(iv)	Category D	Hour	360		
(b)	<b>Disbursements</b>	<b>Prime Cost</b>	R100,000	1	R100,000
(c)	<b>handling cost</b>	%	R100,000		
A3.2	<b>Mechanical/fire Engineering services</b>				
(a)	Personnel cost				
(i)	category A	Hour	50		
(ii)	category B	Hour	50		
(iii)	category C	Hour	250		
(iv)	Category D	Hour	250		
(b)	<b>Disbursements</b>	<b>Prime Cost</b>	R100,000	1	R100,000
(c)	<b>handling cost</b>	%	R100,000		
A3.3	<b>Electrical Engineering Services</b>				
(a)	Personnel Cost				
(i)	Category A	Hour	50		
(ii)	Category B	Hour	50		
(iii)	Category C	Hour	250		
(iv)	Category D	Hour	250		
(b)	<b>Disbursements</b>	<b>Prime Cost</b>	R100,000	1	R100,000
(c)	<b>Handling cost</b>	%	R100,000		
A3.4	<b>ARCHITECTURAL SERVICES</b>				
(a)	Professional Architect (PrArch or PrArchT or PrSArchT)	Hour	500		
(b)	Professional Architectural Technologist (PrArchT)	Hour	1000		
(c)	Architectural Draughtsman	Hour	1000		
(d)	Travel costs (Based on estimated kilometres)	Km	15,000		
(e)	Disbursement cost:(Administration) typing, printing, faxing, telephones, postage, stationary, etc.	Month	36		
A3.5	<b>Quantity Surveying Services</b>				
(a)	Professional Quantity Surveyor (PrQS)	Hour	1000		
(b)	Travel costs (Based on estimated kilometres)	Km	15,000		
(c)	Disbursement cost: (Administration) Typing, printing, faxing, telephones, postage, stationary, etc.	Month	36		
A3.6	<b>SOCIAL FACILITATION</b>				
(a)	Full-time social facilitator	Month	36		
(b)	Travel costs (Based on estimated kilometres)	Km	80,000		
(c)	Disbursement cost:(Administration) Typing, printing, faxing, telephone, postage, stationary, etc.	Month	36		



## PART C3 : SCOPE OF WORK

### C3.1 BACKGROUND

#### C3.1(a) Introduction

The client has established a Community Infrastructure Projects Programme, through which each Ward within the City is allocated approximately R3million per year, to undertake community-based infrastructure projects. The 2025/26 allocation is R3m per ward, (such allocation intended to cover both consultant and construction related costs).

The Employer seeks to deliver these Community Infrastructure Projects, as may be proposed by councillors and deemed suitable for technical implementation, through a suitable implementation mechanism which will allow for substantial works to be undertaken by emerging contractors.

#### C3.1.2 Description of Works

The design and supervision works are for infrastructure in the Region shown in the attached locality map and legend, of the municipality in various Wards; typical project type include, but is not limited to:

- Road works, sidewalks and footpaths
- Retaining walls
- Road rehabilitation
- Speedhumps and Guardrails
- Pavement Design
- Sports fields and fencing upgrade and renovations
- Outdoor gyms
- Containerised and in-situ ablution facilities
- General building and refurbishment (Refurbishment, repairs and maintenance)
- General building works/construction (New projects)
- Basic domestic plumbing, glazing, roofing and waterproofing
- Domestic electrical works
- Painting

Details of the various eThekweni Line Departments and Specific Works are listed below:

#### **ETHEKWINI ENGINEERING SERVICES - ROAD WORKS, SIDEWALKS, FOOTPATHS & PEDESTRIAN BRIDGES**

Detailed Scope of Services:

- Supply of all material, labour and required equipment
- Site Clearance
- Layer works forming the new asphalt Sidewalks; Lanes & concrete Passages
- Kerb & Channel for sidewalks, passages and lanes
- Placing, Laying & Compacting 100mm thick G2 crusher run, Compacted to 98% Mod AASHTO

- Laying of 25mm Asphalt (Mix A), Compacted to 96% Marshall
- Ancillary Works
- Protection works
- Landscaping
- Retaining walls
- Upgrading of gravel to black top
- Upgrading of surface roads
- Pedestrian Bridges
- Speeds humps
- Any other related works

## **ETHEKWINI PARKS, RECREATION AND CULTURE – OUTDOOR GYMS, SPORTS FIELDS, BEACHES, COMMUNITY POOLS, LIBRARIES, COMMUNITY HALLS AND OTHER BUILDINGS**

### **Outdoor gyms and Play**

- Construction of civil works related to outdoor gym facilities
- Building of platforms and excavation required
- Installation of outdoor gyms
- Installation of paving blocks
- Installation of signage

### **Sports Fields**

- Construction of sports-fields an associated equipment
- Earthworks
- Grassing
- Drainage
- Ancillary equipment
- Associated amenities
- Installation of new combo courts
- Construction of new grandstands
- General building works: Caretaker's cottage, rehabilitation of changerooms (male and female ablutions)

### **Fencing**

- Supply and installation of fencing, (Concrete Palisade, High Visibility Mesh or similar approved, Supply of all material, labour and required equipment)

### **Swimming Pools**

- General building works: Rehabilitation of the swimming pool. Rehabilitation to lifeguard tower/ office, changerooms and ablutions.
- Mechanical and electrical: Rehabilitation of the filtration room (mechanical and electrical works).
- Civil Works: Parking, paving, fencing, sewer, storm water and water pipe laying and connections.

**Community Halls**

- General Building Works: Main hall, changerooms, ablutions, staff office, caretaker's office, stage, plumbing, electrical and drainage downpipes.
- Civil Works: Parking, paving, fencing, sewer, storm water and water pipe laying and connections.

**Beaches**

- General Building Work: Changerooms, ablutions, showers, lifeguard towers, PA Systems, plumbing, electrical and structural defects.
- Civil Works: Fencing (Bollards), paving, boundary walls and pier.

**Libraries**

- General Building Works: Main library, Boardrooms, ablutions, staff offices. Most of our libraries have issues of the roof.
- Civil Works: Parking, paving, fencing, sewer, storm water pipe laying and connections.

**Museums**

- General Building Works: Main building, Boardrooms, store rooms ablutions, staff offices.
- Civil Works: Parking, paving, fencing, sewer, storm water pipe laying and connections. By-Law Signs.

**Nature Reserves**

- General Building Works: Main building, Boardrooms, storerooms ablutions, staff offices.
- Civil Works: Parking, paving, fencing, sewer, storm water pipe laying and connections. By-Law Signs.

**Community Parks**

- General Building Works: Play lot Equipment, Benches and tables.
- Civil Works: Paving, By-Law signs, fencing (Bollards).

**Parks Depots**

- General Building Works: Main building, Boardrooms, store rooms ablutions, staff offices.
- Civil Works: Parking, paving, fencing, sewer, storm water pipe laying and connections. By-Law Signs.

**Cemetries**

- General Building Works: Changerooms, storerooms, ablutions, staff offices.
- Civil Works: Access roads, internal roads, parking, paving, fencing, sewer, storm water pipe laying and connections. By-Law Signs.

**ETHEKWINI WATER AND SANITATION - ABLUTION FACILITIES**

- Construction of civil works related to insitu of containerised ablution facilities
- Provision of portable ablution facilities

- Ablution refurbishment and new ones.
- Alternative technology toilet replacing UD`s
- Boreholes
- Sewer line repairs and upgrade
- Water mains repairs and upgrade

### **ETHEKWINI HUMAN SETTLEMENTS – GABIONS AND RETAINING WALLS**

- Site clearance and grubbing
- Earthworks
- Construction New Retaining Wall/Gabions

### **ETHEKWINI TRANSPORT AUTHORITY – SPEEDHUMPS AND GUARDRAILS**

- Construction of new speed humps
- Installation of new guardrails
- Installation of new road furniture

Where required, for works outside the CIDB CE category, the required activities may be sub-contracted; so far as possible, such sub-contracting must be to CPG qualifying entities. The various work Task Order will be determined and issued by the Consultant appointed to work in the above wards. It is the intention of the Employer to maximise the CPG contribution achieved on the project. A minimum of 50% CPG over-all must be achieved.

**It must be noted that, as the projects proposed for implementation via the Community Infrastructure Projects Programme are dependent on Councillor requests received, there is no guarantee on the nature, quantum or value of individual task orders that may ultimately be awarded via the programme.**

This work is to be issued as task orders comprising of Municipal Wards combined on a geographical basis for the North, South, Central, West 1 and West 2 regions, covering various wards. The works are to be undertaken in Urban, Peri- Urban Township and rural areas. The locations and nature of the works in each Ward have been identified and will be issued to the appointed consultant.

#### **C3.1.3 Duties / Activities required**

The work entails the design, project management, site supervision, contract administration, progressive final inspection and handover, and liaison with ward councillors and community structures for the construction of the identified works. The construction contract period is 36 months, anticipated to commence in July 2026.

The appointed consulting Team shall be responsible for:

- Preliminary Investigation including liaison with Ward Councillors
- Initiation with Ward Councillors and community structures
- Communication with ward councillor on matters related to the task order and contract
- Design of structural facilities sports facilities, outdoor gyms
- Refurbishment of existing buildings / facilities
- Minor design work associated with sidewalks, lanes and passages where required
- Geometric and Pavement design and supervision
- Speedhumps, traffic calming and road safety measure
- Roadside furniture

- Road rehabilitation design and supervision
- Stormwater, water reticulation and sewer design
- Civil, architectural and Quantity surveying services, as may be instructed by the Employer,
- Maintaining a full-time presence on site for construction monitoring liaison as and when required, and undertaking pre-planning works, (including preliminary Investigation including liaison with Ward Councillors etc), and design works, as and when projects are underway;
- Providing an Engineer’s representative on site in terms of the contract
- Acting as Employers representative
- Being available to provide the contractor with technical interpretation of the plans and specifications.
- Undertaking construction monitoring and quality control ensuring compliance with the provisions of the contract including arranging all acceptance testing.
- Preparation and submission of monthly expenditure tracking and forecasting reports per ward and overall.
- Enforcement of compliance with occupational health and safety requirements and liaise with safety agent.
- Measurement quantities on site
- Issuing site instructions and formal correspondence when required
- Liaising with various service organizations if required and facilitating relocation of affected services.
- Conducting monthly site meetings and preparation site minutes.
- Preparation of monthly payment certificates.
- Preparation of a close out report inclusive of as-built information to the satisfaction of the Client.
- Handover of completed works to applicable Client Department on expiration of the Defects Liability Period.
- Preparation and maintenance of records for works completed including extent, nature, location – information will be required for KPI stats and as-builds.
- Preparation of before and after images/photographs, as and where instructed by the Engineer.
- Any other work that may be assigned.

#### **C3.1.4 Obtaining of project lists from Councillors**

The Consultant will be required to obtain the list of required projects for implementation from the respective ward councillor; in some instances, project requests may already be received and awaiting implementation. Once the project list is identified, and where necessary, designs completed, task orders will be issued to the Contractor. Regular engagements between the Contractor and the Consultant are required, so as to ensure that varying work demands, based on the status of project requests received, can be accommodated.

#### **C3.1.5 Programming of Works**

The Consultant is required to work with the contractor to ensure that identified works are programmed, so as to ensure that the contractor undertakes necessary works on a given ward over a minimum of two cycles, (with each cycle comprising of time spent across all wards), in the period available to the respective financial year end, so as to ensure that a presence is sustained within the respective ward.

The order of works proposed shall be submitted to the Employer, Programme Manager and Consultant for approval.

The Employer, or appointed representative, will oversee and manage the Consultant teams appointed to implement the programme.

The Consultant is to provide a weekly programme of anticipated activities to each department for task orders falling under such departments. This programme will be used to track planned work against work achieved. The programme is to be provided 7 days before the work commences. The reconciliation of work planned versus work achieved is to be provided by the Consultant by the close of the week in which works were to be undertaken. The cost of undertaking such planning and reconciliation is to be included in the rates tendered.

### **C3.1.6 Funding Process**

It must be noted that the funds allocated on an annual basis are limited to use in the prescribed year. As such, there is no “roll over” of unspent funds to the next financial year; (the financial year runs from July to June of the next year). Multi-year projects can however be undertaken, with prior approval from the Consultant and programme Manager; such projects should not negatively impact the programme or result in under-expenditure in a ward in a given year.

The consultant team appointed will therefore be required to submit a programme to implement projects identified over the time available in the financial year so as to maximise capital spend in the year.

The list of projects required for implementation will be determined by the consultant team in consultation with the ward councillor and Officials from respective Employer department.

It must be further noted that, notwithstanding the total sum tendered, the total value of works undertaken via this contract shall be limited to funds allocated within each ward and allocated to projects to be implemented via this contract. (The total budget allocated to each ward may not necessarily be allocated to projects to be executed via this contract and may be allocated to projects to be undertaken via other procurement mechanisms).

The rates submitted will be used in the execution of each Project order issued. Resources to be used will depend on the projects proposed by the Councillor and approved by the Employer. There is no guarantee of works to be undertaken by resources comprising the team provided by the Service Provider appointed.

The Professional Civil engineer/technologist will be required to fulfil project management and coordination responsibilities for the team and will be the primary point of contact for the delivery of services.

### **C3.1.7 Key personnel**

Due to the nature of the programme, key personnel allocated must have sufficient skill and competency to implement multiple projects undertaken over the allocated region; personnel must further be able to project manage and implement ward-based projects including being able to deal with socio-economic and related conditions arising from such works.

In addition, a significant amount of construction works is required without detailed design work provided; allocated site personnel must have the necessary experience to ensure collaborative solutions are determined and implemented by the consulting team and Contractor.

Key resources must be available for the duration of the works; where staff are not available due to HR or other requirements, (viz. leave, training etc), equivalent or better resources must be in place to ensure the continuity of the projects over such periods and must be in a position to respond to the Employer’s requests and/or instructions.

### **C3.1.8 Key Staff – Competencies required**

The mandatory qualification and experience requirements to be maintained throughout the contract duration for the persons undertaking the work are as per the Key Personnel Quality Criteria; Any

change to the tendered staffing must be submitted to the Employer for consideration and approval. Staff proposed may not be of a lower qualification or experience level, as assessed by the Employer, than those they will be replacing.

### **C3.1.8 Co-operation with other services providers / Stakeholders**

In undertaking the works, the appointed consultant will be required to work closely with, but not limited to:

- Other consultant teams;
- Employer's Departmental representative, (such being determined based on the scope of works and responsible department);
- Ward councillor
- Local ward based contractors / CPG targeted contractors
- Business Interest Groups
- Materials and equipment suppliers
- Civic Society

### **C3.1.9 Procurement Assistance and processing of Contractor Variation Orders**

It must be noted that, due to the nature of the works and the targeted enterprises, the Contractor may be required to assist ward based contractors with procurement of materials, equipment hire, cashflow issues etc.

The Consultant may, from time to time, be called upon to assess the rates submitted, to ensure that market related rates are being paid and fair value is obtained.

The Consultant may, from time to time, be called upon to assess the rates submitted by the Contractor for Variation Orders, to ensure that market related rates are being paid and fair value is obtained.

### **C3.1.10 Non-Exclusive Appointment**

The consultant must note that, whilst this contract is intended to execute Community Infrastructure projects within the identified wards, there is not guarantee of works being allocated via this appointment, nor is there guarantee that all professional disciplines will be required or allocated works on this programme

The Consultant is to further note that the Employer may elect, at any time, to implement projects using other available procurement mechanisms in place to as to ensure necessary expenditure and service delivery time-frames are met.

The works undertaken for the Community Infrastructure Projects Programme are on a non-exclusive basis and the Consultant shall have no recourse against the Employer for any works allocated to other parties/through other Employer procurement mechanisms.

The Consultant must further note that, in the event works outside the allocated wards, (but within the CIP Programme), is required, the Employer may solicit such works from the Consultant by mutual agreement. As such, whilst the allocated works are in the wards specified, the Consultant's appointment shall be valid throughout the Ethekwini region.

### **C3.1.11 Limitation on designs**

It must be noted that detailed scope and associated designs for works required may not be available/required for projects proposed by councillors. The consultant and site staff must therefore

have sufficient competency to determine and implement site based solutions using best practice principles and accepted norms and standards.

### **C3.1.12 Management meetings**

Requirements for management meetings will be specified upon commencement of the project; monthly management meetings will be held with the Employer, Consultant and Contractor. Such will be held at venues provided by the Employer

The Consultant shall report on the over-all progress of the contract to date and task order specific issues requiring further Client engagement will be addressed at the above meeting.

Site meetings, as and where necessary, will be held specific to each task order awarded. So far as reasonably possible, site and task order specific issues are to be resolved at site meetings. Items/issues that cannot be resolved by the parties at these meetings may be escalated to the management meeting.

### **C3.1.13 Contractor Payment certificates**

Interim contractor payment certificates will be submitted for each task order instructed. Such payment certificate will be subject to approval by the appointed Consultant, and audit by the responsible Client Department representative may randomly be undertaken as and where necessary. The payment certificates will be submitted on a monthly basis, per task order, or at intervals as agreed upon with the Client.

The above process may be amended by the client, dependent on operational requirement.

The consultant is to ensure that payment certificates (per task order) received from the contractor include full reporting (i.t.o CPG beneficiaries etc).

### **C3.1.14 Consultant Payment certificates**

Consultant Invoices for payment are to be sufficiently detailed, clearly indicating the resources used, time spent, (indicated in a chronological order), and activities undertaken and costs incurred; this shall be detailed for each activity or task order undertaken and shall be summarised in the Invoice as submitted. (Should it be required, the Employer may call for above on a task order basis).

The Consultant is required to implement a time tracking system, to the satisfaction of the Employer; for each task order, the timesheets are to be submitted to the responsible client department overseeing the works for approval. Upon approval, the timesheets are to be included in the invoice submitted to the employer for payment. The full cost of implementing the time tracking system is to be included in the rates tendered.

### **C3.1.14 Variations to Scope**

Where the items specified in the bill of quantities do not reasonably satisfy the requirements in the scope of works, and the decision is taken to undertake the works via the Managing Contractor Contract, the scope of works and related items will be handled as a variation to the Contract, with rates to be reviewed by the Consultant Team and approved by the applicable Employer Department.

### **C3.1.15 Design / supervision by Employer**

It must be noted that, in some instances, works may be designed by the Employer (rather than the appointed consultant). In such instances, the works may be supervised either by the Employer's staff, or those appointed by the Consultant. The requirements and associated responsibility in instances where the Employer is undertaking design and/or supervision services will be communicated at the issuing of the associated Task Order.

### **C3.1.16 Procuring of contractors**

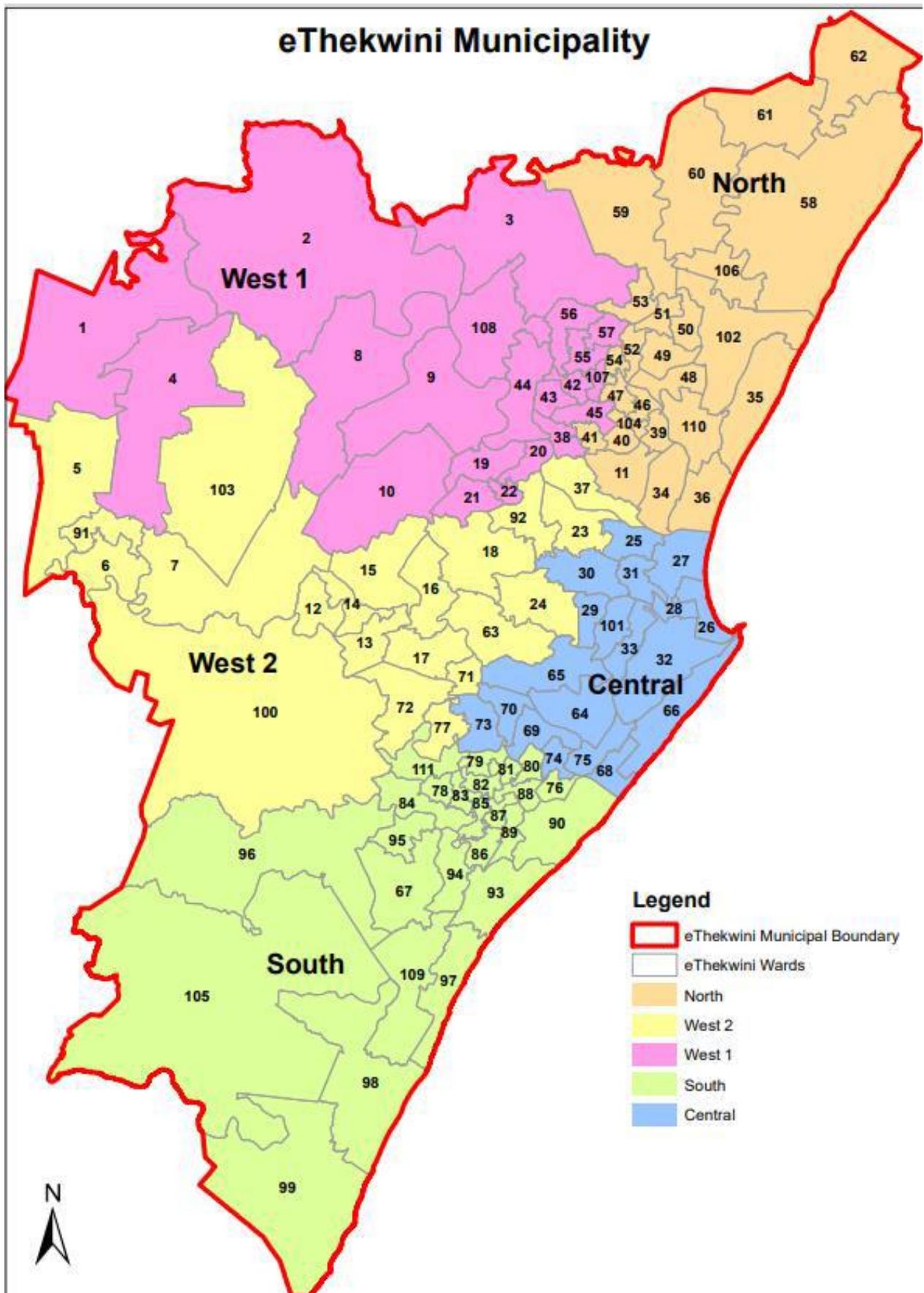
Should the need arise, the client may elect to have the consultant undertake procurement and supervision of contractors to implement works. The consultant will be responsible for documentation and procurement (Stage 4 as defined by ECSA) and will be reimbursed based on the hourly rates tendered.

### **C3.1.17 Resourcing of works/task orders**

Civils related works are to be undertaken by the Professional Civil Engineer and associated Civils team; Should the scope of works warrant a structural engineer's services, such may be drawn from the team tendered. The Professional Civil. Engineer, (and associated team), will be responsible for all civils related responsibilities, as defined in the ECSA Guidelines for Services; such shall include full responsibility for measuring of quantities for works and on site.

Architectural / building related works are to be undertaken by the Architectural, QS and Structural resources, as may be directed by the Employer. Civils related resources, as tendered, may be used if the works necessitate such.

In all instances, the team disciplines to be used per task order shall be submitted to the Employer for approval.



**C3.3 ANNEXURES**

1. **STANDARD CONDITIONS OF TENDER**
2. **CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT**
3. **CONTRACT SKILLS DEVELOPMENT GOAL. GAZETTE NOTICE NO. 48491 OF 28 APRIL 2023.**

**C3.3.1 STANDARD CONDITIONS OF TENDER – CIDB SFU (2015)****Annex F**  
(normative)**Standard Conditions of Tender****F.1 General****F.1.1 Actions**

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

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

*Note:* 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of ineptitude 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 could in any way affect any decisions taken.

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

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

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

C3.3.2 CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT

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Standard Professional Services Contract

C.3.3.3 **CONTRACT SKILLS DEVELOPMENT GOAL. GAZETTE NOTICE NO. 48491 OF 28 APRIL 2023.**

