



**CLUSTER**  
**Human Settlement, Engineering, and Transport**  
**UNIT**  
**EThekwini Transport Authority**  
**DEPARTMENT**  
**Strategic Transport Planning**

**PROCUREMENT DOCUMENT : PROFESSIONAL SERVICES**

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

**Contract No:** 1T-31448

**Contract Title:** Review and Update of Non-Motorised Transport Plan

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** **Non-Compulsory Clarification Meeting.** All questions and responses from the non- compulsory clarification meeting will be consolidated and posted on eTenders/Municipal website by the 3rd February 2026 for the benefit of all tenderers

**Meeting Location, Date, Time:** **MS Teams] On [09/12/2025] at [10h00]**  
Interested parties must register their intention to attend the briefing session by latest 15h00 on Monday, 05 December 2025 to [Thandekile.mngadi1@durban.gov.za](mailto:Thandekile.mngadi1@durban.gov.za) for ETA to send meeting login credentials for a briefing.

**Queries can be addressed to:** **Name:** Thandekile Mngadi  
**The Employer's Agent's:** **Tel:** 031 322 9291;  
**Representative:** **eMail:** [Thandekile.mngadi1@durban.gov.za](mailto:Thandekile.mngadi1@durban.gov.za)

**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 eThekwini 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: [suppliers.selfservice@durban.gov.za](mailto:suppliers.selfservice@durban.gov.za)

**Closing Date/ Time:** **Friday, 13 February 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:** **Strategic Transport Planning**

**Date of Issue:** 12/11/2025

Document Version : 23/10/2024

FOR OFFICIAL USE ONLY

Tenderer Name:		VAT Registered: Yes No	
	Price (excl)	VAT	Price (incl)
Submitted: R	R	R	R
Corrected: R	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 the works to undertake the Greater Greyville walkability study.

Subject	Description	Tender Data
<b>Employer</b>	The Employer is the eThekweni Municipality as represented by: Deputy Head: <b>Strategic Transport Planning</b>	F.1.1.1
<b>Tender Documents</b>	Documentation is to be downloaded the <b>National Treasury's eTenders website</b> or the <b>eThekweni Municipality Website</b> : <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>	<b>MS Teams] On [09/12/2025] at [10h00]</b> Interested parties must register their intention to attend the briefing session by latest 15h00 on Monday, 05 December 2025 to <b>Thandekile.mngadi1@durban.gov.za</b> for ETA to send meeting login credentials for a briefing.	F.2.7
<b>Seek Clarification</b>	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: <b>Name: Thandekile Mngadi</b> <b>Tel: 031 322 9291;</b> <b>eMail: Thandekile.mngadi1@durban.gov.za</b>	F.2.8
<b>Submitting a Tender Offer</b>	The Tender Offer shall be delivered to: <b>The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban</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, 13 February 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, as specified in the SCM Policy will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the <b>Specific Goal(S)</b> for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

Requirements for sealing, addressing, delivery, opening, and assessment of tenders are 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**.

## **PART T1: TENDERING PROCEDURES**

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

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

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

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

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

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

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

##### **F.1.1 The employer:**

The Employer for this Contract is the **eThekwini Municipality** as represented by:  
Deputy Head: **Strategic Transport Planning**

##### **F.1.2 Tender documents:**

The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) The **Conditions of Contract** identified in Section C1.2.1.1. Tenderers/ Contractors are required to obtain their own copies.
- 3) The **Specifications** identified in Section C3.3.1. Tenderers/ Contractors are required to obtain their own copies.
- 4) **Drawings**, if applicable, issued separately from this document, or bound in Section C3.4 (as an Annexure).
- 5) 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 Supply Chain Management Policy (as at advertising date).
  - 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 Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
  - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
  - Any other eThekwini Policy documents referenced in the Tender Documents.



Electronically downloaded documentation is obtainable from the National Treasury's **eTenders Website** or the **eThekwini Municipality Website** at URL:

- <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).

#### F.1.4 Communication and employer's agent:

The Employer's Agent's Representative is:

Name: Thandekile Mngadi  
Tel: 031 322 9291;  
eMail: Thandekile.mngadi1@durban.gov.za

The Tenderer's contact details, as indicated on **Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire"**, shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer during tender evaluation.

### F.2: TENDERER'S OBLIGATIONS

#### F.2.1 Eligibility:

Entities may only submit one (1) tender offer, either as a single tendering entity or as a partner of a joint venture. Should a tendering entity submit more than one (1) tender, **all** submissions by that tendering entity, including submissions where the entity is a partner of a joint venture, will be deemed not to be eligible.

##### F.2.1.1 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 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.
- (d) 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.
- (e) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (f) at the time of closing of tenders, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

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:

"Addenda will be published on the **eThekwini Municipality website** as stated in Clause F.1.2. Tenderers are to ensure that this 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 will result in the tender submission being made non-responsive."

#### **F.2.7 Clarification meeting:**

**MS Teams] On [09/12/2025] at [10h00]**

**Interested parties must register their intention to attend the briefing session by latest 15h00 on Monday, 05 December 2025 to [Thandekile.mngadi1@durban.gov.za](mailto:Thandekile.mngadi1@durban.gov.za) for ETA to send meeting login credentials for a briefing.**

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. : **1T-31448**
- Contract Title : Click or tap here to enter text.

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, 13 February 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: “List of Returnable Documents”** 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 a printout of the required documents/certificates.

**Compensation Commissioner**

Reference is to be made to **Returnable Document T2.2.13: “Registration with Compensation Commissioner”**.

If required to be registered in terms of the Occupational Injuries and Diseases Act (130 of 1993 as amended), the Tenderer is to supply proof of being registered and in good standing with the compensation fund by submitting a valid **Letter of Good Standing** from the Compensation Commissioner.

Should the Tenderer’s **Letter of Good Standing** be expired at time of tender closing, but an application for renewal has been made, the Tenderer is to include the expired **Letter of Good Standing** AND proof of application for renewal.

Separate **Letters of Good Standing** are required for each party to a Joint Venture.

**Central Supplier Database (CSD)**

Reference is to be made to **Returnable Document T2.2.14: “CSD Registration Report”**.

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

The date of the report, as indicated at the top right of each page, should be on or after the date of advertising of this tender.

Separate **CSD Registration Reports** are required for each party to a Joint Venture.

**CIDB Registration** (if applicable)

Reference is to be made to **Returnable Document T2.2.15: “Verification of CIDB Registration and Status”**.

Tenderers are to include with their submission a printout of their **CIDB Registration**, obtained from the CIDB website ( <https://portal.cidb.org.za/RegisterOfContractors/> ).

Separate **CIDB Registration printouts** are required for each party to a Joint Venture.

The date of obtaining the CIDB printout(s) is to be indicated on the printout, and the Tenderer’s registration with the CIDB must be reflected as “Active” as at the date of tender closing.

The **Joint Venture Grading Designation Calculator** printout should be included when making a submission as a Joint Venture:  
( <https://registers.cidb.org.za/PublicContractors/JVGradingDesignationCalc> )

### 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 **eThekwini 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 eThekwini Municipal website at URL: <https://www.durban.gov.za/pages/business/publication-of-received-bids>

#### F.3.8 Test for Responsiveness:

F.3.8.3 “Unless otherwise stated in the tender documentation, the following will be deemed as non-material deviations or omissions, applicable to the submission of documentation:

- non-submission of required documentation (including attachments).
- the submission of expired versions of required documentation.
- the submission of incomplete, or unsigned, returnable documentation.”

“The above is applicable to the following returnable documents:

- T2.2.1: Compulsory Enterprise Questionnaire
- T2.2.3: Contracts Awarded by Organs of State in the past 5 years
- T2.2.4: MBD 4: Declaration of Interest
- T2.2.5: MBD 5: Declaration for Procurement Above R10 Million
- T2.2.6: MBD 6.1: Preference Points Claim
- T2.2.7: MBD 8: Declaration of Bidder's Past SCM Practices
- T2.2.8: MBD 9: Certificate of Independent Bid Determination
- T2.2.9: Joint Venture Agreements (if applicable)
- T2.2.10: Record of Addenda to Tender Documents
- T2.2.11: Declaration of Municipal Fees
- T2.2.12: CSD Registration Report
- T2.2.13: Registration with Compensation Commissioner

F.3.8.4 “Should the Employer require the rectification of the non-conforming, non-material, deviation(s) and/ or omission(s), the Tenderer will be requested to address such rectification, within a specified time period, prior to the award of the contract. Failure to provide the rectified documentation, within the specified time period, will result in the tender offer being deemed non-responsive.”

F.3.8.5 “It is highlighted that any request for the rectification of deviations or omissions cannot:

- detrimentally affect the scope, quality, or performance of the works identified in the Scope of the Work,
- significantly change the Employer's or the Tenderer's risks and responsibilities under the contract,

- affect the competitive position of other Tenderers presenting responsive tenders, if the deviation or omission was rectified.”

### F.3.11 Evaluation of Tender Offers:

#### Eligibility

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

#### Functionality

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

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

#### Preference Point System

The financial offer will be reduced to a comparative basis using the **Tender Assessment Schedule**.

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 will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified in the Employer’s SCM Policy.

#### Preference Points

Reference is also to be made to T2.2.7: “**MBD 6.1: Preference Points Claim**”.

The Preference Points (either 20 or 10) will be derived from points 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**.

Ownership Categories	Criteria	80/20
Race: Black (w1)	Equals 0%	0
	Between 0% and 51%	6.4
	Greater or equal to 51% and less than 100%	11.2
	Equals 100%	16
Maximum Goal Points:		16

**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</b>
Not in South Africa	0
South Africa	1.6
Kwa Zulu Natal	2.8
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

**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:

- The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- If applicable, the Tenderer is **registered**, and **"Active"**, with the **Construction Industry Development Board** in an appropriate contractor grading designation.
- 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.
- 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.
- The Tenderer has not:
  - Abused the Employer's Supply Chain Management System; or
  - Failed to perform on any previous contract and has been given a written notice to this effect.

- (g) 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.
- (h) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations (2014), issued in terms of the Occupational Health and Safety Act (1993), the **necessary competencies and resources to carry out the work safely.**

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.

The municipality has a firm intention to proceed with the work, subject to funding being identified. Notwithstanding clause F.1.1.3 of the Standard Conditions of Tender, the municipality reserves the right to award or not award the tender based on the municipalities available budget.

**F.3.15 Complete adjudicator’s contract:**

Refer to the **Conditions of Contract** and the **Contract Data**.

**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** In terms of Section 49 of the eThekweni SCM Policy any person aggrieved by the decisions taken in the implementation of the SCM System may lodge within 14 days of notification, a written objection against the decision of the following:

**The City Manager**

**Attention: Ms S Pillay**

**(E-Mail: [Simone.Pillay@durban.gov.za](mailto:Simone.Pillay@durban.gov.za))**

**P O Box 1394**

**DURBAN**

**4001**

**Please be advised that any objection to this decision will only be processed upon receipt of a non-refundable administration fee. An objection will only be considered upon receipt of proof of payment of this fee. This amount must be paid into the following bank account as a real-time payment:**

**EThekweni Metropolitan Municipality**

**Nedbank – 1107821118**

**Reference Number : Please insert contract number**

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

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

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

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

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

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

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

**T1.2.3.4 Functionality Specification**

Functionality Evaluation

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

Functionality criteria	Subcriteria	Points	Evaluation Schedule(s)
Experience of Tenderer	Experience of service provider in executing work of similar scope	30	
Experience of Key Resources in executing work of similar nature	Principal Consultant/Project manager	10	
	Transportation Engineer	6	
	Civil Engineer	6	
	Urban design	6	
	GIS Specialist	4	
	Stakeholder Engagement Specialist	4	
	Quantity Surveyor	4	
	Total points of Key resources	40	
Methodology	Including programme, risk management and approach	30	
<b>Maximum possible score for Functionality (M<sub>s</sub>)</b>		<b>100</b>	

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

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

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

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					
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	Total Points (40)
Principal Consultant Project Manager	BSc Eng or BEng or MTRP or Project Management Degree	Pr. Eng or Pr. Plan PMP (or any project management accreditation)	No Submission	≤5	> 5 ≤ 8	> 8 ≤ 10	> 10	10
Transportation Engineer	BSc Eng or BEng or BTech	Pr. Eng, or Pr Tech Eng	No Submission	≤5	> 5 ≤ 8	> 8 ≤ 10	> 10	6
Civil Engineer	BSc Eng or BEng or BTech	Pr. Eng, or Pr Tech Eng	No Submission	≤5	> 5 ≤ 8	> 8 ≤ 10	> 10	6
Urban design	Town planner, architecture	Pr. Plan or Pr. Arch	No Submission	≤5	> 5 ≤ 8	> 8 ≤ 10	> 10	6
GIS Specialist	Relevant Qualification	N/A	No Submission	≤5	> 5 ≤ 8	> 8 ≤ 10	> 10	4
Stakeholder Engagement Specialist	Relevant Qualification	N/A	No Submission	≤5	> 5 ≤ 8	> 8 ≤ 10	> 10	4
Quantity Surveyor	BSc QS or BTech QS	Pr. QS, or Pr Tech QS	No Submission	≤5	> 5 ≤ 8	> 8 ≤ 10	> 10	4

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

## **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 and signed as required.

The Tenderer is required to complete and sign 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	23
T2.2.2	Certificate of Attendance at Clarification Meeting/ Site Inspection	24
T2.2.3	Contracts Awarded by Organs of State in the past 5 years	25
T2.2.5	MBD 4: Declaration of Interest	26
T2.2.5	MBD 5: Declaration for Procurement Above R10 Million (if applicable)	28
T2.2.6	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations	29
T2.2.7	MBD 8: Declaration of Bidder's Past SCM Practices	31
T2.2.8	MBD 9: Certificate of Independent Bid Determination	33
T2.2.9	Joint Venture Agreements (if applicable)	36
T2.2.10	Record of Addenda to Tender Documents (if applicable)	37
T2.2.11	Declaration of Municipal Fees	38
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##### **Technical or Functionality Evaluation**

T2.2.13	Experience of Tenderer	40
T2.2.14	Proposed Organisation and Staffing	Error! Bookmark not defined.
T2.2.15	Key Personnel	41
T2.2.16	Experience of Key Personnel	42
T2.2.17	Approach, Methodology, and Quality Control	43

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

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [23](#) to [43](#).

### **NOTE**

The following forms in the **Contract Part** of the Documentation are also required to be completed by the Tenderer:

- C1.1.1:     **Form of Offer,**
- C1.2.2.2:   **Data to be Provided by Contractor, and**
- C2.2:        **Bill of Quantities.**

**T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE**

Ref	Description	Tenderer to Complete	
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	<b>MBD 4, MBD 6, MBD 8, and MBD9</b> 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 Tenderer's 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.2.1.1(a) and F.2.7 of the Tender Data.

This is to certify that:

(entity 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 CONTRACTS AWARDED BY ORGANS OF STATE IN THE PAST 5 YEARS**

In terms of SCM Policy Clause 20(1)(d)(iii), Tenderers are to provide details of Works undertaken for the Government or Public Sector entities/ Organs of State in the past 5 Years, including particulars of any material non-compliance or dispute concerning the execution of such contract.

Material non-compliance or dispute (Yes or No)													
Date Completed													
Value of Work													
Consulting Engineer/Engineers representative													
Employer													
Contract Number													

*I, the undersigned, who warrants that they are authorised to sign on behalf of the entity, 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:

**T2.2.4 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

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

3.8 Are you presently in the service of the state?

Circle Applicable

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	
YES	NO
<p>1.0 Are you by law required to prepare annual financial statements for auditing?</p> <p>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></p>	
<p>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?</p> <p>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.</p> <p>2.2 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	
<p>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?</p> <p>3.1 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	
<p>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?</p> <p>4.1 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	

**If required by 1.1 above, Tenderers are to include, at the back of their tender submission, 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 SCM Policy)**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 REQUIREMENTS.**

**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).
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Preference Points for this tender shall be awarded for:
  - **Price and Specific Goals:** Either 80 (price) and 20 (specific goals), in terms of 1.2 above.
  - The total Preference Points, for Price and Specific Goals, is 100.
- 1.4 Failure on the part of the Tenderer to submit the required proof or documentation, in terms of the requirements in the Conditions of Tender for claiming specific goal preference points, will be interpreted that preference points for specific goals are not claimed.
- 1.5 The Municipality reserves the right to require of a Tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard of preferences, in any manner required by the Municipality.

**2.0 DEFINITIONS**

- 2.1 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- 2.2 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.
- 2.3 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.
- 2.4 **“tender for income-generating contracts”** means a written offer in the form determined by Municipality in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the Municipality and a third party that produces revenue for the Municipality, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.
- 2.5 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

**3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS****3.1 PROCUREMENT OF GOODS AND SERVICES**

**POINTS AWARDED FOR PRICE:** A maximum of 80 or 90 points is allocated for price on the following basis:

<u><b>80 / 20 Points System</b></u>	<b>OR</b>	<u><b>90 / 10 Points System</b></u>
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$		$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where:  $P_s$  = Points scored for price of tender under consideration,  $P_t$  = Price of tender under consideration,  
 $P_{min}$  = Price of lowest acceptable tender

#### 4.0 POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of the SCM Policy, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender, the Tenderer will be allocated points based on the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 If it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of:
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
  - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**TABLE 1:** Specific Goals for the tender and maximum points for each goal are indicated per the table below. **Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.**

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

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

I acknowledge that:

- The information furnished is true and correct.
- The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 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.
- 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:
  - disqualify the person from the tendering process.
  - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
  - 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.
  - 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
  - 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:
- abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
  - been convicted for fraud or corruption during the past five years.
  - wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
  - 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** (2 pages)

I, the undersigned, in submitting the accompanying bid:

-----  
(Bid Number and Description)

in response to the invitation for the bid made by:

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

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

I certify, on behalf of:

-----  
(Name of Bidder)

that:

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

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

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

**T2.2.9 JOINT VENTURES AGREEMENTS**

If this tender submission is to be made by an established Joint Venture, the Joint Venture Agreements and Power of Attorney Agreements are to be attached here.

Should the Joint Venture, at the time of submission, not yet be formalised, this form is to be completed in full and signed by all parties to the proposed Joint Venture.

The Lead Partner of the Joint Venture is to sign the **Form of Offer** in Section **C1.1.1**.

**INTENT TO FORM A JOINT VENTURE**

Should our submission for CONTRACT: 1T-31448 be successful, a Joint Venture will be established by the parties as listed below, as an unincorporated association, with the purposes of securing and executing the Contract, for the benefit of the Members.

**Proposed Joint Venture**

Joint Venture Title (name):

Represented by (name):

Tel:

**Lead Partner/ Member 1**

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

**Partner/ Member 2**

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

**Partner/ Member 3**

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

**Note:** All requirements for Joint Ventures, as stated elsewhere in this procurement document, must be complied with in full.

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

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

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

**T2.2.11 DECLARATION OF MUNICIPAL FEES**

Reference is to be made to **Clauses F.2.23 and F.3.13(a)** 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												

- If applicable, a copy of a recent (within the past 3 months) Metro Bill is to be provided.

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.
- Where a Tenderer's place of business or business interests are carried out from premises as part of any other 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, copies of the above-mentioned account's, agreements signed with the municipality, lease agreements, or official letters.**

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**T2.2.12 CSD REGISTRATION REPORT**


Reference is to be made to **Clauses F.2.1.1(b) and F.2.23** of the Tender Data.

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

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

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

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

 <b>CENTRAL SUPPLIER DATABASE</b> FOR GOVERNMENT	Report Date:	
	Report Ran By:	
<b>CSD REGISTRATION REPORT</b>		
<b>SUPPLIER IDENTIFICATION</b>		
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, a printout of their (full) CSD Registration Report.**

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**



**T2.2.13 EXPERIENCE OF TENDERER**

Refer to T1.2.3.4: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

The experience of the tendering entity or joint venture partners in the case of an unincorporated joint venture or consortium, as opposed to the key staff members / experts, in projects of similar project in the last past 10 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 it 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
Level 0	0	No Submission or Submission of no substance / irrelevant information provided
Level 1	40	To have successfully completed at least 1 to 3 <u>projects</u> of a similar nature within the past 10 years.
Level 2	70	To have successfully completed 4 to 6 <u>projects</u> of a similar nature within the past 10 years.
Level 3	90	To have successfully completed 7 to 9 <u>projects</u> of a similar nature within the past 10 years.
Level 4	100	To have successfully completed 10+ <u>projects</u> of a similar nature within the past 10 years.

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

NAME (Block Capitals):

Date

SIGNATURE:

**T2.2.15      PERSONNEL SCHEDULE**

Refer to T1.2.3.4: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

The tenderer must attach their proposed Personnel Schedule to this page using the following headings:

- Name
- Title
- Job Description
- Qualifications/ Years of Experience
- Estimated Period of Engagement on this project (weeks).

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

**T2.2.16 EXPERIENCE OF KEY PERSONNEL**

Refer to T1.2.3.4: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

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 team director, and team leaders 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 (40)
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Principal Consultant Project Manager	BSc Eng or BEng or MTRP or Project Management Degree	Pr. Eng or Pr. Plan PMP (or any project management accreditation)	No Submission	≤5	> 5 ≤ 8	> 8 ≤ 10	> 10	10
Transportation Engineer	BSc Eng or BEng or BTech	Pr. Eng, or Pr Tech Eng	No Submission	≤5	> 5 ≤ 8	> 8 ≤ 10	> 10	6
Civil Engineer	BSc Eng or BEng or BTech	Pr. Eng, or Pr Tech Eng	No Submission	≤5	> 5 ≤ 8	> 8 ≤ 10	> 10	6
Urban design	Town planner, architecture	Pr. Plan or Pr.Arch	No Submission	≤5	> 5 ≤ 8	> 8 ≤ 10	> 10	6
GIS Specialist	Relevant Qualification	N/A	No Submission	≤5	> 5 ≤ 8	> 8 ≤ 10	> 10	4
Stakeholder Engagement Specialist	Relevant Qualification	N/A	No Submission	≤5	> 5 ≤ 8	> 8 ≤ 10	> 10	4
Quantity Surveyor	BSc QS or BTech QS	Pr. QS, or Pr Tech QS	No Submission	≤5	> 5 ≤ 8	> 8 ≤ 10	> 10	4

*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:**

**T2.2.17 APPROACH PAPER / METHODOLOGY / PROGRAMME**

Refer to T1.2.3.4: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

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

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

The scoring of the approach paper will be as follows:

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

**PART C1 : AGREEMENTS AND CONTRACT DATA****C1.1 : FORM OF OFFER AND ACCEPTANCE****C1.1.1 : OFFER**

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

Contract No: **1T-31448**

Contract Title: Click or tap here to enter text.

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

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

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

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

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

**For the Tenderer:**

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

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

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

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

**Address** : .....

: .....

**Witness:**

**Signature** : .....

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

**Date** : .....

**Notes:**

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

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

**C1.1 : FORM OF OFFER AND ACCEPTANCE****C1.1.2 : FORM OF ACCEPTANCE**

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

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

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

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

**Address** : .....

: .....

**Witness:**

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

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

**C1.1 : FORM OF OFFER AND ACCEPTANCE****C1.1.3 : SCHEDULE OF DEVIATIONS****This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER**

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

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

**FOR THE TENDERER****FOR THE EMPLOYER**

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

## C1.2 : CONTRACT DATA

### C1.2.1 CONDITIONS OF CONTRACT

#### C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

### C1.2.2 CONTRACT DATA

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

The Employer is the eThekweni Municipality as represented by: Deputy Head : **Strategic Transport Planning**

3.4 & The authorised and designated representative of the Employer is: **Ms Thandekile Mngadi**

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

- Telephone : **031322 9291**
- e-mail : **Thandekile.mngadi1@durban.gov.za**

The address for the Receipt of communications is: **Ms Thandekile Mngadi**

1 The Project is : **1T-31448**  
: **Click or tap here to enter text.**

1 Period of Performance : **18 Months**

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

1 Start Date : **upon letter of award.**

3.4.1 Communications by e-mail is permitted.

3.5 The location for the performance of the Project is: **eThekweni Municipality**

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

3.9.2 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: **R5000** subject to a maximum amount of **R 200 000**.



- 3.15.1 The programme shall be submitted within **14 Days** of the award of the Contract.
- 3.15.2 The Service Provider shall update the programme at intervals not exceeding **2 weeks**.
- 3.16 The time-based fees shall not be adjusted for inflation.
- 3.16.2 The indices are those contained in **Table A of P0141 Consumer Price Index** for “CPI for services” Published by Statistics South Africa.
- 4.3.1(d) The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount of: **R 2 000 000**
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount as set out in the Professional Indemnity Schedule.
1. Insurance against : **Technical rework due to incorrect survey data**
- Cover is : **R 1,000,000**
- Period of cover : **18 months from the date of commencement**
2. Insurance against : **Technical rework due to incorrect unsubstantiated assumptions and errors**
- Cover is : **R 1,000,000**
- Period of cover : **18 months from the date of commencement**
- 5.5 The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:
- 1) **Meeting with stakeholders**
  - 2) **Making any public statements, presentations or sharing work relating to the project.**
  - 3) **Printing or publication of material.**
- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
- 8.1 The Service Provider is to commence the performance of the Services within **14 Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when: **all deliverables have been approved and signed off by Deputy Head: Strategic Transport Planning**
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **3months**.
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer (eThekweni Transport Authority)**.

- 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 : **South African Association of Arbitrators**
- 12.3.3 The adjudicator is the person appointed by:  
**Specify (name of an official within a body / association).**
- Tel ..... Fax .....
- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **South African Association of Arbitrators**.
- 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **Total of project value**
- 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 **1 months** from the date of termination or completion of the Contract.
- 13.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to **R 2 000,000**.
- 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.
- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

**C1.2.3      ADDITIONAL CONDITIONS OF CONTRACT**

The additional conditions of contract are:

**C1.2.3.1      EMPOWERMENT INITIATIVE**

It is a condition of contract that the Professional Service Provider / Civil Engineering Consultant must allow for a minimum of 30% of the contract value (excluding PC Sum and Fixed Cost allowances) to be subcontracted to an EME or QSE which is at least 100% black owned.

The penalty for not achieving the specified sub-contracting will be 0.5% of the contract value (excluding PC Sum items and Fixed Cost allowances) for every 1% of sub-contracting not achieved.

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

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

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

- C 2.1.1      The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of subcontractors.
- C 2.1.2      The sole basis for the remuneration of the Service Provider to be appointed to proceed with the project shall be:
- C 2.1.2.1    Method of payment is based on deliverables per milestones.

**C2.2: PRICING SCHEDULE**

<b><u>Description</u></b>	<b><u>Amount</u></b>
<b>Deliverable 1:</b> Inception report	R
<b>Deliverable 2:</b> Status Quo report.	R
<b>Deliverable 3:</b> NMT strategy Plan	R
<b>Deliverable 4:</b> NMT network/Routes	R
<b>Deliverable 5:</b> Phasing and Implementation report	R
<b>Deliverable 6:</b> Conceptual designs / Urban design Plan	R
<b>Deliverable 7:</b> Stakeholder engagement Plan /outcomes	R
<b>Deliverable 8:</b> Close out report and Easy reader report	R
	R
<b>TOTAL EXCLUDING VAT</b>	R
<b>VAT</b>	R
<b>TOTAL INCLUDING VAT</b> (this value to be transferred to the Form of Offer)	R

NAME : ..... (Block Capitals)

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

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

### **C3: SCOPE OF WORK FOR REVIEW AND UPDATE OF NON-MOTORISED TRANSPORT PLAN**

#### **C3.1. INTRODUCTION**

##### **C3.1.1. Purpose**

The eThekweni Transport Authority (ETA) is seeking to appoint a professional team to undertake an update and review of the Non-Motorized Transport Plan (NMT), that was done in 2013 and to identify areas and routes that should be considered as key NMT routes and places in eThekweni where NMT should be prioritized. The appointed service provider should also investigate the factors which hinder NMT from becoming a desirable and viable mode of transport in eThekweni.

ETA expressed the need to review and update the NMT plan taking cognisance of recent development initiatives. These include GO! Durban implementation, public transport planning, renewal of town centers, housing roll-out, and private developments in and around eThekweni. The role of NMT in cities is a critical component of sustainable urban development and the promotion of livable cities. ETA recognizes that the initiative to review and improve the NMT plan will play a critical role in dealing with various mobility related issues and ensuring that recent developments are inclined towards the vision of the city.

The recognition of NMT as a key mode of transport is embodied in national legislation, policies, and frameworks. At national government level, the Green Paper on Transport (National Department of Transport (NDoT), 1996), a national transport strategy contained in Moving South Africa (NDoT, 1998), the National Land Transport Act (5 of, 2009) and the Rural Transport and Development Strategy for South Africa (NDoT, 2002) all emphasise the importance of NMT, in the overall transport system of South Africa.

The city vision, Spatial Development Framework (SDF) of eThekweni and other low order plans also place a strong emphasis on walking and cycling as alternative modes of transport in urban spaces. The aim is to achieve equal mobility options, ensuring a safe environment for NMT users by providing adequate infrastructure for cycling and walking.

All these factors have led to a need to review the plan so that the new developments that have taken place in the city are incorporated and in line with NMT principles and bylaws.

##### **C3.1.2. Background Of NMT**

NMT includes all forms of movement that do not rely on an engine or motor for movement. This includes walking, cycling, rickshaws, animal-drawn carts (especially in rural areas) and rollerblading or skating for recreational purposes. Ultimately, NMT grows liveable communities - it is the most basic part of the transportation system and pedestrians contribute to the vibrancy of a community.

NMT is generally recognised as a valuable component of the transportation system and the environment we live in due to the various benefits it holds. These benefits include environmental benefits, increased liveability, improved health, economic gains, and transportation benefits.

NMT can address a large range of transportation needs ranging from regional mobility to neighborhood access. There are various types of trips where NMT may be used as part of or for the entire journey, whether by choice or out of necessity. People who commonly use NMT are commuters (trips to and from work), learners (trips to and from educational institutions, including libraries and sports fields), service users (these

include trips to shops, markets, and other service destinations) and recreational users (trips by locals or tourists to recreational destinations).

The lack of NMT consideration is also displayed in development planning where NMT is not given sufficient attention in the design of buildings, traffic impact assessments, etc. The lack of institutional integration, project coordination and non-alignment of budgets are also impacting negatively on the quality of the NMT environments and the implementation of NMT and public space projects. Furthermore, Lack of integration of NMT and strategic transport projects is still a challenge. There should be pedestrian links between public transport facilities key destination points.

There is a need to review the NMT plan to address the above-mentioned challenges, and to incorporate development initiatives that have been implemented in the city. Furthermore, the intention is to develop a Strategic NMT Plan that would identify areas and routes that should be considered as key NMT routes where NMT users would receive a certain degree of consideration, if not priority.

### **C3.1.3. OBJECTIVES OF THE STUDY**

- To formulate a comprehensive NMT framework and implementation plan for priority areas;
- NMT integration to support strategic transport projects;
- Promote increased cycling; enable walking and other NMT modes of travel;
- Create safe pedestrian, cycling and universal access as part of the transportation system;
- Develop a quality, attractive and environmentally friendly NMT system;
- Provide mitigation benefits for climate change response objectives; and
- Promote a changed culture that accepts the use of cycling, walking and special needs Mobility as acceptable means to move around in the city and elicit more responsible NMT behavior.
- Strategies to link NMT routes with public transport facilities.
- NMT planning that responds to different social dynamics (disabilities, age groups, gender, and social inclusion)
- align NMT proposal to eThekweni NMT Bylaws
- Develop a detailed NMT implementation plan.

### **C3.2. SCOPE OF WORK**

The project seeks the services of a multidisciplinary team to review NMT plan 2013, in accordance with the relevant policies and eThekweni NMT bylaws. The project duration is 24 months.

#### **C3.2.1 Inception Report**

The consultant will be required to produce an inception report, unpacking the objectives of the project, and detailing how these will be developed and achieved. The report should detail the scope of work, project approach, process to be followed, timelines (project programme), key deliverables and cash flow.

**Deliverable:** Inception report

#### **C3.2.2 Status Quo**

- The service provider should investigate the 2013 NMT proposals and assess the progress that has been made through the current plan, capture all the projects that have been implemented and identify the gaps.
- Investigate status of available NMT infrastructure.
- Gather data on pedestrian and cycle patterns.



- Undertake needs assessment through engagements with the NMT users, including cycling and running clubs, cycling academy, commuters etc.
- Investigate national and international best cases of successfully implemented NMT projects, to get an idea of what could work for the city of eThekweni.

**Deliverable:** Status Quo report

### **C3.2.3 Strategy Plan**

#### **Redefining NMT for eThekweni**

Taking into consideration the different challenges and new initiatives such as eThekweni Transit Oriented Development (ETOD), implementation of GO! Durban, pedestrianisation of key street, and social dynamics, the service provider needs to provide a redefined NMT vision for the city.

This vision must provide direction, guide formulation and implementation of NMT initiatives for the city and address the gaps identified in the 2013 NMT Plan

#### **Strategic Response**

The service provider is expected to produce a strategy response plan, that will enable the city to define programs and prioritize actions and to proactively meet the City's NMT requirements and vision. The strategic plan will be used to guide the city, planning for project and implementation in the future.

**Deliverable:** NMT strategy Plan

### **C3.2.4 NMT Networks/Routes**

The service provider will be required to identify key routes and corridors for NMT within the eThekweni Municipal Area (EMA).

Focus of NMT routes/proposals

- Review projects identified and update/ amend.
- Address pedestrian safety hotspots.
- Identify locations where pedestrian bridges and safe crossings over/under major roads are required.
- Investigate running and cycling routes.
- Identify areas with high NMT activities (public transport stops, schools, industrial area, and recreational areas etc.) and propose required measures.
- NMT integration to support strategic transport projects, provide pedestrian links between public transport facilities.
- NMT linkage to IPTN stations for phase one of the GO! Durban

**Deliverable:** NMT network/Routes

### **C3.2.5 Phasing and Implementation Plan (priority per region)**

- The service provider is required to develop priority matrix, that will be used for ranking of the projects.
- Prepare a fully detailed implementation plan for priority areas with cost estimates for short (Quick Wins) medium and long-term interventions.

**Deliverable:** Phasing and Implementation report

### **C3.2.6 Conceptual design**

Prepare a conceptual design for the areas of priority.

- **Design Drawings**

- Horizontal and Vertical Alignment Plans
- Cross-Sectional Views
- Intersection and Curb Ramp Details
- **Materials Specifications**
- **Lighting and Safety Plan**
  - Layout of lighting fixtures along the sidewalk with specifications on illumination levels, power sources, and maintenance requirements.
  - Any planned safety elements, such as CCTV or signage.
- **Street Furniture and Amenity Layout**
  - Plans showing the positioning of benches, bins, bike racks, and other street furniture.
  - Design details for each element, including materials, dimensions, and placement guidelines.
- **Cost Estimate Report:**
  - A detailed cost breakdown for all elements of the NMT, including materials, equipment, and any contingencies.
  - Separate cost estimates for each phase.

**Deliverable:** conceptual designs /urban design

### **C3.2.6 Stakeholder Engagement and Public Participation Process**

- Stakeholder mapping (internal and external)
- Prepare a detailed Stakeholder engagement plan.

**Deliverable:** Stakeholder engagement Plan

### **C3.2.7 CLOSE OUT**

A report to the project process, public engagements, outcomes, strengths, and weaknesses, with recommendations for future similar projects. As part of close out, easy reader report, data information and compliance and approvals documentation are required.

**Deliverable:** Close out report, Easy reader report and data information.

### **C3.2.8 DELIVERABLE**

- Inception Report
- Status quo Report
- Strategic Response report
- Proposed NMT Routes
- Implementation plan for Priority Areas
- Conceptual designs/Urban design Plan
- Stakeholder engagement plan
- Close out report, Easy reader report and data information.

### C3.2.9 PROJECT TIMEFRAMES

The duration of this project is projected to be eighteen (18) months from the date of the signing of tender acceptance letter by the appointed Service Provider.

An inception report will be required within 3 weeks of appointment.

### C3.2.10 PROJECT TEAM REQUIREMENTS

The project team should comprise of the following expertise:

- **Principal Consultant Project Manager**

BSc Eng or BEng or MTRP or Project Management Degree with at least 8 years of experience on similar projects.

- **Civil Engineer**

- The Specialist should be a graduate in civil engineering with at least 8 years of experience on similar projects.

- **Traffic Engineer and/ or Transport Planner**

The Specialist should be a graduate in civil engineering with at least 8 years of experience in NMT infrastructure.

- **Urban Designer**

The Specialist should be a graduate in architecture, landscape architecture, or urban design with at least 8 years of experience in the planning and design of NMT facilities.

- **Public participation /Stakeholder Engagement Specialist**

the stakeholder engagement specialist should have at least 8 years' experience working in the stakeholder engagement field.

- **GIS Specialist**

The Specialist should have at least 8 years of experience in GIS field.

### **C3.3 ANNEXURES**

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

**C3.3.1 STANDARD CONDITIONS OF TENDER – CIDB SFU (2015)**

Double-Click the image below to open the Standard Conditions of Tender

**Annex F**  
(normative)

**Standard Conditions of Tender**

**F.1 General**

**F.1.1 Actions**

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

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

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

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

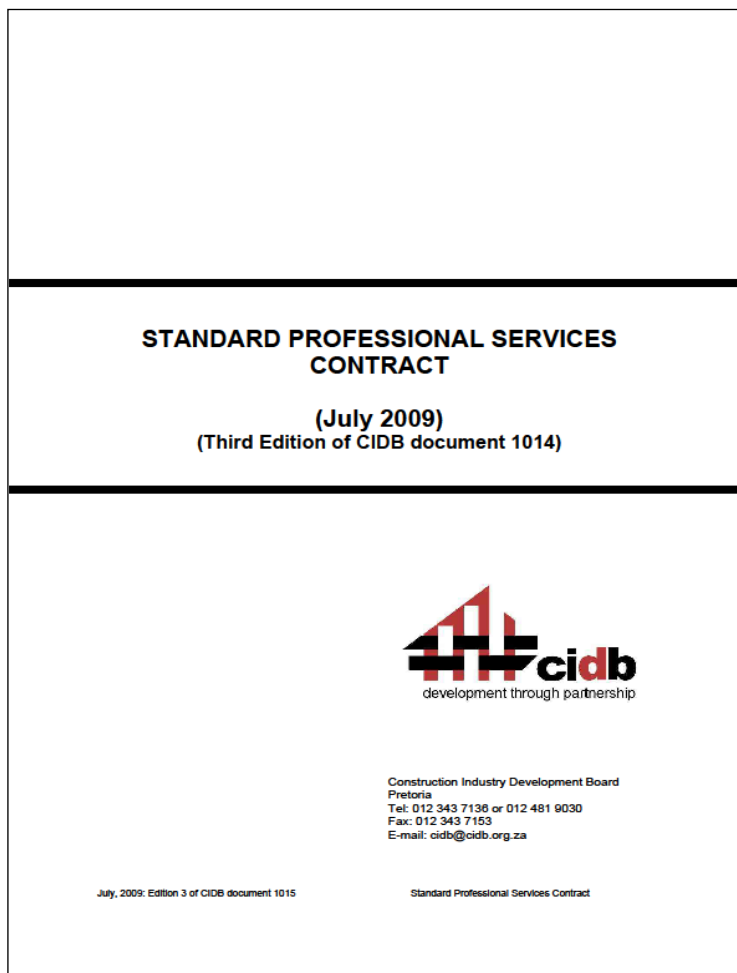
**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**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 fulfil 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**

Double-Click the image below to open the Standard Conditions of Contract


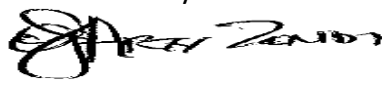


# ETHEKWINI MUNICIPALITY

## Occupational Health & Safety Unit



### 37.2 Agreement in terms of Occupational Health and Safety Act No. 85 of 1993

Document Title	37.2 Agreement in terms of OHS Act of 1993
Client	eThekweni Municipality – ETA
Project Name	Review and Update of Non-Motorised Transport Plan
Contract Number	1T - 31448
Revision	01
Date	23/10/2025
Internal Reference No.	37.2 AGM/121/10/2025
Compiled by (Safety officer)	Name and surname: Nombulelo Khanyile  Signature: Date: 23 October 2025
Reviewed by (Manager: Safety & Risk)	Name and surname: Arty Zondi  Signature: Date: 23 October 2025



# **ETHEKWINI MUNICIPALITY**

## **OCCUPATIONAL HEALTH AND SAFETY**

### **OCCUPATIONAL HEALTH AND SAFETY ACT 1993, (ACT NO. 85 OF 1993) MANDATORY AGREEMENT – 37.2**

#### **The Service Provider Acknowledgement of Responsibility in terms of the Occupational Health and Safety Act**

A written agreement between ETHEKWINI Municipality (the “employer”)  
And

(the “Service Provider”)

as provided for in terms of Section 37 (2) of the Occupational Health and Safety Act No.85 of 1993  
as amended by Act 181 of 1993.

I hereby declare that I, ....., am authorised to represent the  
“Service Provider” and acknowledge that the “Service Provider” is an employer with all duties and  
responsibilities as prescribed in the Occupational Health and Safety Act no. 85 of 1993.

I agree to ensure that all work performed, or machinery and plant used by the “Service Provider” on  
any ETHEKWINI Municipality premises shall be in accordance with the provisions of the said Act.

Furthermore, I agree the “Service Provider” shall comply with all ETHEKWINI Municipality site  
rules and safety, health, and environmental requirements as may be communicated or stipulated by  
ETHEKWINI Municipality prior to and during any Contract awarded to the “Service Provider” by  
ETHEKWINI Municipality.

Furthermore, I undertake to ensure that ETHEKWINI Municipality is timeously informed should  
the “Service Provider”, for whatever reason, be unable to perform in terms of this agreement.

The Service Provider must compile a health and safety file that would be approved by the  
Occupational Health and Safety Unit.

The Service Provider must conduct activity risk assessments, develop written safe working  
procedures, train all employees on risk assessment and safe working procedures and keep the  
training records in the safety file.

The Service Provider’s driver must obey the traffic signs and speed limit within eThekwini  
Municipality premises.

The Service Provider shall ensure his/her vehicle is in good working condition.



The Service Provider must ensure that all his or her employees have a valid medical certificate of fitness.

The Service Provider must be registered and in good standing with the Compensation for Occupational Injuries and Diseases Commissioner.

The Service Provider must ensure that appropriate safety symbolic signs are displayed when working.

The Service Provider must be familiar with the area or facility's Emergency Evacuation Plan and appoint his/her emergency team to react to any emergency.

The Service Provider shall conduct daily toolbox talks to its employees and keep the attendance record.

Signed this .....day of .....20.....

On behalf of the “Service Provider” (print) .....

(sign).....

On behalf of the “employer” (print) .....