



Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekweni Municipality's Vendor Portal.

Reference is to be made to **Clause F.1.2 and F.3.2** of the Conditions of Tender.

## **EThekweni Transport Authority**

# **PROCUREMENT DOCUMENT** **PROFESSIONAL SERVICES**

**CONTRACT No: 1T-47369**

**TITLE: Provision of Professional Services for Construction Monitoring & Contract Administration of IPTN - C3 Corridor, Work Package 5: Crossroads Construction which includes Culvert Widening and Associated Works, KwaMashu**

Issued by: [EThekweni Transport Authority](#)

Date of Issue: [June 2022](#)

**Document Version : 02/03/2022**

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

Tenders are hereby invited to provide consulting engineering services in the form of construction monitoring, contract administration and associated design reviews for the construction of IPTN - C3 Corridor, Work Package 5: Crossroads Construction which includes roads, civils, structural and associated works, in KwaMashu, eThekwini.

The Employer is the eThekwini Municipality as represented by:

Head: EThekwini Transport Authority

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

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

(F.2.7) There will be a **Non-compulsory clarification meeting** with representative(s) of the Employer:

Virtual via Microsoft Teams – [Click Here](#)

[\(link\)](#)

24 June 2022

10:00

(F.1.4) Queries relating to these documents, up to 14 days prior to the close of tenders, may be addressed to the Employer's agent whose contact details are:

Mr. Bethuel Manthoadi

031 311 7196 (t)

N/A (f)

[bethuel.manthoadi@durban.gov.za](mailto:bethuel.manthoadi@durban.gov.za)

(F.2.13) Tender offers shall be delivered to:

Municipal Building,  
166 K.E. Masinga Road (formerly Old Fort  
Road)

DURBAN

**and placed in the tender box located in  
the ground floor foyer**

(F.2.15) Tender offers shall be delivered:

on or before Friday, 15 July 2022

at or before 11:00

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

**PART T1 : TENDERING PROCEDURES**

**T1.2: TENDER DATA**

**T1.2.1 STANDARD CONDITIONS OF TENDER**

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

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

**T1.2.2 TENDER DATA**

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

**F.1.1 The employer :** The Employer for this Contract is the eThekweni Transport Authority as represented by: Bethuel Manthoadi

**F.1.2 Tender documents:** The Tender Documents issued by the Employer comprise the documents as per the **INDEX** of this Tender Document as well as the accompanying annexures which contains tender and construction drawings and other relevant documentation to be studied by the Tenderers.

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

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

In addition, Tenderers are advised in their own interest, to obtain their own copies of the following acts, and regulations or standard documents, referred to in the this document:

- The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014.
- The Preferential Procurement Policy Framework Act No 5 of 2000.
- The Construction Industry Development Board Act No 38 of 2000 and the Regulations (2013)
- The Employer's current Supply Chain Management Policy.
- The NEC 3 PSC (April 2013)

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

Name: [Mr. Bethuel Manthoadi](#)  
Tel : [031 311 7196 \(t\)](#)  
Fax : [N/A](#)  
Email : [bethuel.manthoadi@durban.gov.za](mailto:bethuel.manthoadi@durban.gov.za)

**F.2.1 Eligibility :** A Tenderer will not be eligible to submit a tender if:

- (a) the Tenderer submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) the Tenderer does not have the legal capacity to enter into the contract;
- (c) The Tenderer does not comply with the legal requirements stated in the Employer's current SCM Policy;
- (d) The Tenderer cannot demonstrate that it possesses the necessary expertise and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (e) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (f) In the event of a compulsory clarification meeting:
  - The Tenderer fails to attend the compulsory clarification meeting;
  - The Tenderer fails to have "Form T2.2.1.1: Certificate of Attendance at Clarification Meeting and Site Inspection" in Part T2.2 - Returnable Schedules and Forms signed by the HEAD : [EThekwini Transport Authority](#) , or his representative.
- (g) at the time of closing of tenders, the Tenderer is not registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

#### **F.2.2.2 The cost of the tender documents:**

Documents may 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 and suitably bound by the tenderer.

The cost of the tender documents charged by the employer shall be as per the Employer's current SCM Policy / Conditions of Targeted Procurement.

#### **F.2.7 Clarification meeting :** The arrangements for a compulsory non-clarification meeting are :

Place : [Virtual via Microsoft Teams – Click Here \(link\)](#)  
Date : [24 June 2022](#)  
Time : [10:00](#)

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from those tendering entities appearing on the attendance list.

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

#### **F.2.13 Submitting a tender offer :** The following applies to this tender

- **F.2.13.3:** Tender offers shall be submitted as an original only;
- **F.2.13.5:** Identification details to be shown on each tender offer package, are: Contract No., Contract Title, Tenderers Name, Contact Address;
- **F.2.13.9 :** Telephonic, telegraphic, telex, facsimile, posted or e-mailed tender offers will not be accepted.

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

Closing Date : on or before Friday, 15 July 2022

Closing Time : at or before 11:00

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

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

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

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

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

The procedure for the evaluation of responsive tenders is **Method 2**;

- The **80/20** preference points system will be used where the financial value (incl. VAT) of one or more responsive tender offers have a value that equals or is less than R 50,000,000. The Formula used to calculate the **Price Points** will be that in F.3.11.3.4(a) and the **Preference Points** will be allocated according to the PPPFA.
- The minimum number of evaluation points for Functionality is **70**
- The Functionality criteria and maximum score in respect of each of the criteria are as follows:

Item No.	Functionality criteria	Subcriteria	Points	Evaluation Schedule(s)
1.	Tenderer's experience	Experience of service provider in executing work of similar scope and scale	25	
2.	Project Organogram	Proposed Organizational & Project Team Resourcing	20	
3.	Experience Details of Key Personnel	Relavant (similar work) project experience and qualifications	35	
4.	Approach paper / Methodology & Project / Programme Risk Identification and Management	4.1. Adequacy, tailoring of proposed methodology	10	
		4.2. Risk management plan with risk identification, analysis & responses	10	
<b>Maximum possible score for Functionality (M<sub>s</sub>)</b>			100	

- The prompts for judgment and the associated scores used in the evaluation of Functionality shall be as follows:

Level	pts	Criterion: Tenderer's Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed 1 to 3 <u>projects</u> of a similar nature within the past 10 years.
2	70	To have successfully completed 4 to 7 <u>projects</u> of a similar nature within the past 10 years..
3	90	To have successfully completed 8 to 10 <u>projects</u> of a similar nature within the past 10 years.
4	100	To have successfully completed 11+ <u>projects</u> of a similar nature within the past 10 years.

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

Experience of Key Resources in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required *Ref. Note 3	Number of Years' Relevant Experience on projects of a similar nature					Weighting
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Employer's Agent	BSc Eng or BEng or BTech	Pr.CPM or PMP Pr. Eng / Pr Tech Eng Advantageous	No Submission	≤5	>5 ≤ 10	>10 ≤ 15	> 15	0.25
Project Manager / Project Executive	BSc Eng or BEng or BTech	Pr.CPM or PMP Pr. Eng / Pr Tech Eng Advantageous	No Submission	≤5	>5 ≤ 10	>10 ≤ 15	> 15	0.25
Resident Engineer	BSc Eng or BEng or BTech	Pr. Eng, or Pr Tech Eng	No Submission	≤5	>5 ≤ 10	>10 ≤ 15	> 15	0.2
Assistant Resident Engineer: Civil & Ancillary Works	NDip (Civil) or BSc Eng or BEng (Degree/ Diploma) *Ref. Note 2	N/A	No Submission	≤3	>3 ≤ 7	>7 ≤ 10	> 10	0.1
Assistant Resident Engineer: Structural Works	NDip (Civil) or BSc Eng or BEng (Degree/ Diploma) *Ref. Note 2	N/A	No Submission	≤3	>3 ≤ 7	>7 ≤ 10	> 10	0.1

ECO	BSc or BA Env. Man.	PrSciNat	No Submission	≤5	>5 ≤ 10	>10 ≤ 15	> 15	0.1
OHS Agent	NDip or BTech Safety	CHSM / PrCHS	No Submission	≤3	>3 ≤ 7	>7 ≤ 10	> 10	0.1
Contract Law / Construction Claims Specialist	BSc Eng or BTech or LLB	AAArb or MCI Arb PrEng / Pr Tech Eng Advantageous	No Submission	≤3	>3 ≤ 7	>7 ≤ 10	> 10	0.15
<p>Note 1: "experience" implies experience on projects of a similar nature with respect to the Scope                  Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification within the built environment, from a registered University or University of Technology.                  Note 3: Where professional registration required, number of years will be counted post-registration, not post-qualification.</p>								

Level	Pts	Criterion : Approach / Methodology
0	0	No response/ no documents submitted
1	40	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects
2	70	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

**F.3.13 Acceptance of tender offer :** In addition to the requirements of Clause F.3.13 of the Standard Conditions of Tender, tender offers will only be accepted if:

- (a) The tenderer submits a valid Tax Clearance Certificate OR Tax Compliance Status PIN, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations;
- (b) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (c) The tenderer has not:
  - Abused the Employer's Supply Chain Management System; or
  - Failed to perform on any previous contract and has been given a written notice to this effect;
- (d) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no

conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;

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

**F.3.18 Copies of contract :** The number of paper copies of the signed contract to be provided by the Employer is ONE. Bidders are required to submit a SOFT COPY of their completed tender document scanned and saved onto a memory stick.

**The additional conditions of tender are:**

**F.2.6 Acknowledge addenda**

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

**F.2.24 Appeals**

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

The City Manager

Attention Ms S. Pillay

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

P O Box 1394

DURBAN

4000

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

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

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

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

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

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

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

**PART T2 : RETURNABLE DOCUMENTS**

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

**T2.1.1 General**

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

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

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

**Company Specific**

Certificate of Attendance at Clarification Meeting	12
Certificate of Authority	13
Declaration of Municipal Fees	16
Compulsory Enterprise Questionnaire	17
MBD2 : Tax Clearance Certificate Requirements	19
MBD4 : Declaration of Interest	20
MBD5 : Declaration For Procurement Above R10 Million	22
MBD6.1 : Preference Points Claim Form ITO the Preferential Regulations	23
MBD8 : Declaration of Bidder's Past SCM Practices	25
MBD9 : Certificate of Independent Bid Determination	27

**Technical and Evaluation**

Details of proposed methodology/programme	30
Details of experience of tenderer	31
Details of proposed organisation and staffing of the project team, including a schedule of personnel to be utilised on the project	31
Details of experience of key staff	33

**Contractual**

Joint Venture Agreements (if applicable)	35
Record of Addenda to Tender Documents	36
Amendments, Qualifications and Alternatives	37
Form of Offer	39
Bill of Quantities / Priced Schedule of Activities	

### T2.1.3 Preferential Procurement Schedules and Affidavits

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

- eThekweni Municipality
  - City Government
    - Administration
      - Administrative Clusters
        - Finance
          - Supply Chain Management
            - Accredited Supplier and Contractor's Database.

#### **NOTES**

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

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

The returnable schedules, forms, and certificates as listed in T2.1.2 can be found on the pages [12](#) to [37](#)

**CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION**

This is to certify that:

(tenderer name) .....

of (address) .....

.....

was represented by the person(s) named below at the **Non-compulsory clarification meeting** held for all tenderers at:

(location) **Virtual via Microsoft Teams – Click Here** ([link](#))

on (date) **24 June 2022**

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

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

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

Name : ..... Name : .....

Signature : ..... Signature : .....

Capacity : ..... Capacity : .....

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

Name : .....

Signature : .....

Capacity : .....

Date : .....

Time : .....

**CERTIFICATE OF AUTHORITY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

**Tenderers are to attach Company / Close Corporation / Partnership / Joint Venture / Sole Proprietor registration certificates.**

**In the case of a Joint Venture, the Joint Venture Agreement and power of attorney are to be attached.**

**In the case of one-man concerns, ID certificates are to be attached.**

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**(I) CERTIFICATE FOR COMPANY**

I, ....., chairperson of the Board of Directors of  
....., hereby confirm that by resolution of the Board (copy attached) taken on  
..... 20....., Mr/Ms ....., acting in the capacity of  
....., was authorised to sign all documents in connection  
with this tender and any contract resulting from it on behalf of the company.

**Chairman :** .....

**Date :** .....

**As Witnesses :** 1. .... 2. ....

**(II) CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as .....  
 ..... hereby authorise Mr/Ms .....  
 acting in the capacity of ....., to sign all documents in connection  
 with the tender for Contract No. .... and any contract resulting from it on our behalf.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>

**Note :** *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

**(III) CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as .....  
 ..... hereby authorise Mr/Ms .....  
 acting in the capacity of ....., to sign all documents in connection  
 with the tender for Contract No. .... and any contract resulting from it on our behalf.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>

**Note :** *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

**(IV) CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms ..... , authorized signatory of the company, .....

..... acting in the capacity of lead partner, to sign all documents in

connection with the tender offer for Contract No. .... and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>

**Note :** *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.*

**(V) CERTIFICATE FOR SOLE PROPRIETOR**

I, ....., hereby confirm that I am the sole owner of

the business trading as .....

**Signature of Sole owner :** .....

**Date :** .....

**As Witnesses :** 1. ....

2. ....

**DECLARATION OF MUNICIPAL FEES**

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

.....  
 (full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)  
 (hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an  
 Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

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

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

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears. ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the municipality.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThewini municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....

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

**COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, a separate questionnaire in respect of each partner must be completed and submitted.

- 1) **Name of enterprise:** .....
- 2) **VAT registration number, if any:** .....
- 3) **CIDB registration number, if any:** .....
- 4) **Particulars of sole proprietors and partners in partnerships**

Full Name	Identity number*	Personal income tax number *

\* Complete only if a sole proprietor or partnership and attach separate page if more than 3 partners

5) **Particulars of companies and close corporations**

Company registration number, if applicable: .....

Close corporation number, if applicable: .....

Tax Reference number, if any: .....

6) **Record in the service of the state**

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

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

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

Insert separate page if necessary

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

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

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

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

Insert separate page if necessary

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

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

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

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

Enterprise Name .....

---

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

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

- 1) In order to meet this requirement bidders are required to complete the TCC 001 : "Application for a Tax Clearance Certificate" form and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2) SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3) The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4) In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5) Copies of the TCC 001 : "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za) .
- 6) Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za) .
- 7) Notwithstanding Clauses 1) to 6) above; since 18 April 2016, SARS has introduced a new Tax Compliance Status System (TCS). As part of this enhanced system, tenderers can now submit a Tax Compliance Status PIN instead of an original Tax Clearance Certificate (TCC). This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.  
For further particulars please contact your nearest SARS branch, or call the SARS Contact Centre on 0800 00 7277, or log onto SARS eFiling.

**Attach a valid Tax Clearance Certificate OR Tax Compliance Status PIN, issued by the TCS System of the South African Revenue Service, to the inside back cover of this procurement document**

**MBD 4 : DECLARATION OF INTEREST**

1. No bid will be accepted from persons "in the service of the state"<sup>1</sup>.
  
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
  
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or her representative .....
  - 3.2 ID Number of bidder or his or her representative .....
  - 3.3 Position occupied in the enterprise (dir, trustee, shareholder<sup>2</sup>) .....
  - 3.4 Company registration number .....
  - 3.5 Tax Reference number .....
  - 3.6 VAT registration number .....
  - 3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? YES / NO
    - 3.8.1 If yes, furnish particulars .....
  - 3.9 Have you been in the service of the state for the past twelve months? YES / NO
    - 3.9.1 If yes, furnish particulars .....
  - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO
    - 3.10.1 If yes, furnish particulars .....

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

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

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO
- 3.11.1 If yes, furnish particulars .....
- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO
- 3.12.1 If yes, furnish particulars .....
- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO
- 3.13.1 If yes, furnish particulars .....
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract YES / NO
- 3.14.1 If yes, furnish particulars .....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity number	State Employee Number	Personal income tax number *

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

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

Enterprise Name .....

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

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

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

I, the undersigned, certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

NAME : ..... (Block Capitals)

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

**MBD 6.1 (Reduced) : PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS)**

**1.0 GENERAL**

1.1 Preference points for this tender shall be awarded as per the Tender Data (T1.2.2 – F.3.11) and the Preferential Procurement Policy Framework Act.

1.2 Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit for an EME, or sworn affidavit for a QSE (in line with the revised BBEE codes of Good Practice), together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

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

**Attach the B-BBEE Verification Certificate to the inside back cover of this document.**

**2.0 DECLARATION**

2.1 B-BBEE Status Level of Contribution claimed: .....  
(tenderer to complete)

2.2 Will any portion of the contract be sub-contracted? (circle applicable) YES / NO

2.2.1 If YES, indicate:

(i) what percentage of the contract will be subcontracted? .....%  
(tenderer to complete)

(ii) the name of the sub-contractor? .....  
(tenderer to complete)

(iii) the B-BBEE status level of the sub-contractor? .....  
(tenderer to complete)

(iv) whether the sub-contractor is an EME? (circle applicable) YES / NO

2.3 I / we, the undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 2.1 above qualifies the company / firm for preference points and I / we acknowledge that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply.

NAME : ..... (Block Capitals)

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



**MBD8 : DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

This Municipal Bidding Document must form part of all bids invited. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

- a) abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
- b) been convicted for fraud or corruption during the past five years;
- c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

In order to give effect to the above, the following questionnaire must be completed.

Tenderers are to  
circle applicable

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

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

YES NO

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

If yes, furnish particulars .....

.....

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

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

If yes, furnish particulars .....

.....

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

YES NO

If yes, furnish particulars .....

.....

Tenderers are to  
circle applicable

- 4) Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? YES NO

If yes, furnish particulars .....

- 5) Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? YES NO

If yes, furnish particulars .....

I, the undersigned, certify that the information furnished on this declaration form true and correct. I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

NAME : ..... (Block Capitals)

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

## **MBD9 : CERTIFICATE OF INDEPENDENT BID DETERMINATION**

This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.

Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- (a) take all reasonable steps to prevent such abuse;
- (b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- (c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

The following MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

In order to give effect to the above, the following Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

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

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

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid, in response to the invitation for the bid made by the [HSE&T: EThekweni Transport Authority](#) UNIT, do hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
- a) has been requested to submit a bid in response to this bid invitation;
  - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding. (Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where product or service will be rendered (market allocation);
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid;
  - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

NAME : ..... (Block Capitals)

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

**APPROACH PAPER / METHODOLOGY / PROGRAMME**

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

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

The scoring of the approach paper will be as follows:

Criterion : Approach / Methodology		
Level 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

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

NAME : ..... (Block Capitals)

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

**TENDERER'S EXPERIENCE**

The experience of the tendering entity or joint venture has to be relevant and similar in nature to the works of this project as well as the services required in this contract. That is consulting engineering services, including design, reviewing of design, monitoring administering the contract and closing it. This refers to the experience of the entities' and not just individuals in the employ of the said entities. Such experience over the last ten years will be evaluated. Tenderers must provide details of their knowledge of the local area and previous experience with key local stakeholders.

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

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

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

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

Level	pts	Criterion: Tenderer's Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed 1 to 3 <u>projects</u> of a similar nature within the past 10 years.
2	70	To have successfully completed 3 to 7 <u>projects</u> of a similar nature within the past 10 years.
3	90	To have successfully completed 8 to 10 <u>projects</u> of a similar nature within the past 10 years.
4	100	To have successfully completed 11+ <u>projects</u> of a similar nature within the past 10 years.

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

NAME : ..... (Block Capitals)

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

**PROPOSED ORGANISATION AND STAFFING**

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

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

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

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

NAME : ..... (Block Capitals)

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



**EXPERIENCE OF KEY STAFF**

The experience of 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
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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 *Ref. Note 3	Number of Years' Relevant Experience on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Employer's Agent	BSc Eng or BEng or BTech	Pr.CPM or PMP Pr. Eng / Pr Tech Eng Advantageous	No Submission	≤5	>5 ≤ 10	>10 ≤ 15	> 15	0.25
Project Manager / Project Executive	BSc Eng or BEng or BTech	Pr.CPM or PMP Pr. Eng / Pr Tech Eng Advantageous	No Submission	≤5	>5 ≤ 10	>10 ≤ 15	> 15	0.25
Resident Engineer	BSc Eng or BEng or BTech	Pr. Eng, or Pr Tech Eng	No Submission	≤5	>5 ≤ 10	>10 ≤ 15	> 15	0.25
Asistant Resident Engineer: Civil & Ancillary Works	NDip (Civil) or BSc Eng or BEng (Degree/ Diploma) *Ref. Note 2	N/A	No Submission	≤3	>3 ≤ 7	>7 ≤ 10	> 10	0.2
Asistant Resident Engineer: Structural Works	NDip (Civil) or BSc Eng or BEng (Degree/ Diploma) *Ref. Note 2	N/A	No Submission	≤3	>3 ≤ 7	>7 ≤ 10	> 10	0.1
ECO	BSc or BA Env. Man.	Pr.Sci.Nat	No Submission	≤5	>5 ≤ 10	>10 ≤ 15	> 15	0.1
OHS Agent	NDip or BTech Safety	CHSM / PrCHS	No Submission	≤3	>3 ≤ 7	>7 ≤ 10	> 10	0.1
Contract Law / Construction Claims Specialist	BSc Eng or BTech or LLB	AAArb or MCIArb PrEng / Pr Tech Eng Advantageous	No Submission	≤3	>3 ≤ 7	>7 ≤ 10	> 10	0.1
Note 1: "experience" implies experience on projects of a similar nature with respect to the Scope Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification within the built environment, from a registered University or University of Technology. Note 3: Where professional registration required, number of years will be counted post-registration, not post-qualification.								

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

NAME : ..... (Block Capitals)

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

**JOINT VENTURES AGREEMENTS**

Joint Venture agreement and Power of Attorney Agreements to be attached here.

**RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

NAME : ..... (Block Capitals)

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

**AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES**

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below :

**(a) AMENDMENTS**

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

**Notes:**

- (1) *Amendments to the General and Special Conditions of Contract are not acceptable;*
- (2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

**(b) ALTERNATIVES**

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

**Notes:**

- (1) *Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.*
- (2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
- (3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

**Notes:**

- (1) *The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.*

NAME : ..... (Block Capitals)

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

**PART C1 : AGREEMENTS AND CONTRACT DATA**

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

**C1.1.1 : OFFER**

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

Contract No: 1T-47369

Contract Title: Provision of Professional Services for Construction Monitoring & Contract Administration of IPTN - C3 Corridor, Work Package 5: Crossroads Construction which includes Culvert Widening and Associated Works, KwaMashu

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

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

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

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

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

**For the Tenderer:**

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

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

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

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

**Address** : .....

**Witness:**

**Signature** : .....

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

**Date** : .....

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



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

**C1.1.2 : FORM OF ACCEPTANCE**

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

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

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

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

**Address** : .....

**Witness:**

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

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



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## C1.2 : CONTRACT DATA

### C1.2.1 CONDITIONS OF CONTRACT

#### C1.2.1.1 STANDARD CONDITIONS OF CONTRACT

The Conditions of Contract are the NEC3 Professional Services Contract (Fourth edition of April 2013) published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008).

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

#### C1.2.2 CONTRACT DATA

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

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### 1. GENERAL

The conditions of contract comprises of the NEC3 Professional Services Contract core clauses, plus the main option clauses:

A: *Priced contract with activity schedule*  
W1: *Dispute Resolution Procedure (Option W1)*

The Secondary Option clauses in this contract are identified below:

X1: *Price adjustment for inflation*  
X5: *Sectional Completion*  
X7: *Delay Damages*  
X9: *Transfer of Rights*  
X10: *Employer's Agent*  
X11: *Termination by the Employer*  
X18: *Limitation of Liability*  
Z: *Additional Conditions of Contract*

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10.1 The Employer is the eThekweni Municipality as represented by : Deputy Head : Road Systems Management

The authorised and designated representative of the Employer is: [Mr. Bethuel Manthoadi](#)

The contact details of the authorised and designated representative are:

- Telephone : [031 311 7196 \(t\)](#)
- Fax : [N/A](#)
- e-mail : [bethuel.manthoadi@durban.gov.za](mailto:bethuel.manthoadi@durban.gov.za)

The address for the Receipt of communications is: [6<sup>th</sup> Floor, Municipal Building, 166 KE Masinga Road](#)

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The Project is : 1T-47369  
: Provision of Professional Services for Construction Monitoring &  
Contract Administration of IPTN - C3 Corridor, Work Package 5:  
Crossroads Construction which includes Culvert Widening and  
Associated Works, KwaMashu

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11.2(9) This contract is predominantly a Contract Administration and Inspection and Close-out contract (stage 5 & 6) as detailed on sections 3.2.5 and 3.2.6 of the *ECSCA GUIDELINE* respectively. Included in the services to be provided by the successful bidder is specific Design Development work (stage 3, as detailed on section 3.2.3)

The Scope of this contract includes the provision of the following personnel to undertake various aspects of Project Management, Design Development, Construction Monitoring and Site Supervision of the Works:

Project Management Staff:

- Project Manager
- Employer's Agent
- Environmental Compliance Officer
- OHS Agent
- Document Controller
- Traffic Safety Officer

Technical Specialists:

- Technical Specialists: Pavement and Materials
- Technical Specialists: Traffic Engineering
- Technical Specialists: Civil Engineer (Roads, Stormwater, Water & Sanitation Services)
- Technical Specialists: Quantity Surveyor
- Technical Specialists: Universal Accessibility
- Technical Specialists: Claims Consultant
- Technical Specialists: Structural & Geotechnical Engineer

Site Supervisory Staff:

- Resident Engineer (General)
- Assistant Resident Engineer (Civil Works)
- Assistant Resident Engineer (Structural works)
- Clerk of Works

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11.2(10) The following matters will be included in the Risk Register, but not limited to:

- The timeous identification and relocation of underground services and overhead services– Appropriate and timeous communication with Service Providers.
- Effective and efficient traffic control during construction period – timeous submission by and approval of the contractor's traffic control plans.
- Project Disruptions by Taxi Industry Stakeholders
- Project Disruptions by local business representatives and Business Forums.
- Project Disruptions by local community members of the public
- Ineffective construction management and inadequate budget controls.

- Non-compliance to environmental authorization conditions including but not limited to the environmental management plan (EMP).
- Late sourcing of the long lead items of material, tools, equipment and intellectual property.
- Inadequate treatment of construction Safety, Health, Environmental and Quality risks and hazards

11.2(11) The Scope is in the document : Part 3: Scope of Work

12.2 The law of the contract is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

13.1 The language of this contract is *English*

13.3 The period for reply is four (4) *weeks*

13.6 The period of retention of documentation is 5 *years* following Completion or earlier termination

2. THE PARTIES' MAIN RESPONSIBILITIES

No additional data required for this section of the *conditions of contract*.

3. TIME

30.2 The Contract Date will be four (4) weeks from the date of the project inception meeting or any such date that the Consultant has managed to submit all the pre-contract documentation, schedules, programmes etc. as agreed during the project inception meeting.

11.2(3) The completion date for the whole of the services will be Final Completion of Construction which will be determined once Contractor's for these projects are appointed, *plus two (2) months for project hand over from the Service Provider to the Client and project close out.*

Planned Construction Period is - 18 Months  
*Inclusive of any statutory holidays falling within this period, and includes the period from 15 December to 4 January, both days included. Special non-working days are excluded*

Planned Duration of this appointment is – 24 Months  
*Inclusive of any statutory holidays falling within this period, and includes the period from 15 December to 4 January, both days included. Special non-working days are excluded*

11.2(6) The Key Dates and Conditions to be met are;

	Condition to be met	Key Date
1.	Practical Completion	18 Months after the Contract Date
2.	Submission of a Monthly Progress Report, Cost Performance Report and Quality Performance Report in soft and hard copy.	15 <sup>th</sup> day of every month for the duration of the project.
3.	Works Completion	20 Months from the Contract Date

4.	Final Completion	12 Months from the Works Completion Date.
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4.	QUALITY	
40.2	The quality policy statement and quality plan are to be provided within four (4) weeks of the Contract Date	
41.1	The defects date is fifty two (52) weeks after Completion of the whole of services.	
5.	PAYMENT	
50.1	The assessment interval is monthly on or before the 15 <sup>th</sup> day of each successive month	
51.1	The period within which payments are made is thirty (30) days from which an invoice reflecting a valuation that has been agreed between the consultant and the employer has been received and stamped by the Employer.	
51.2	The currency of this contract is the South African Rand	
51.5	The interest rate is Prime lending rate of the Standard Bank plus 2% (minimum requirement)	
6.	Compensation Events: No additional data required for this section of the conditions of contract	
7.	Rights to Material: No additional data required for this section of the conditions of contract	
8.	INDEMNITY, INSURANCE AND LIABILITY	
8.1	The amounts of insurance and the periods for which the Consultant maintains insurances are:	
	Event	Cover
	Period following Completion of the whole of services or earlier termination	
	Liability for failure by the Consultant to use the skill and care normally used by professionals providing services similar to the services.	Whatever the Consultant deems necessary in respect of each claim, without limit to the number of claims
		5 years

	Death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant	Whatever the Consultant deems necessary for any occurrence or series of occurrences arising out of one event without limit to the number of claims	5 years
	Death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Consultant's common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R 500 000-00 (five hundred thousand) in respect of each claim, without limit to the number of claims	5 years
82.1	The Consultant's total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to twice the fee value of this appointment.		
9.	Termination – Clause X.11		
10.	Data For Main Option Clause		
A	Option A – <i>Priced contract with activity schedule</i>		
21.4	The Consultant prepares forecasts of the total of the expenses at intervals of no longer than four (4) weeks		
11.	DATA FOR OPTION W1		
W1.1	The <i>Adjudicator</i> is the person selected by the Parties in terms of the relevant Z Clause from the Panel of NEC Adjudicators set up by SAICE (South African Institution of Civil Engineering) - see <a href="http://www.saice.org.za">www.saice.org.za</a> - or selected by the parties, from the Association of Arbitrators (see <a href="http://www.arbitrators.co.za">www.arbitrators.co.za</a> ).		
W1.2(3)	The <i>adjudicator nominating body</i> is the Chairperson of SAICE (South African Institution of Civil Engineering) - see <a href="http://www.saice.org.za">www.saice.org.za</a> - if the parties opt for the Panel of NEC Adjudicators set up by SAICE.  or  The <i>adjudicator nominating body</i> is the Chairperson of the Association of Arbitrators (see <a href="http://www.arbitrators.co.za">www.arbitrators.co.za</a> ), if the parties opt for the adjudicator from the Association of Arbitrators.		
W1.4(2)	The <i>tribunal</i> is Arbitration		
W1.4(5)	The <i>arbitration procedure</i> is as set out in the Rules for the Conduct of Arbitrations Fifth Edition 2005 published by the Association of Arbitrators (Southern Africa) or its successor body.		

- The place where arbitration is to be held is Durban, South Africa.
- The person or organisation who will choose an arbitrator
  - If the Parties cannot agree a choice or,
  - If the arbitration procedure does not state who selects an arbitrator.
- Is the Chairperson of the Association of Arbitrators (Southern Africa) or its successor body.

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12. DATA FOR SECONDARY OPTION CLAUSES

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X7. Delay Damages

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X7.1 Delay damages for late Completion of the whole of the services are R20 000.00 per/day until Completion of the Services.

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X7.2 Delay damages for late sectional completion are R12 000.00 per/day

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X9. Transfer of Rights

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X9.1 The Employer owns the Consultant's rights over material prepared for this contract by the Consultant except as stated otherwise in the Scope. The Consultant obtains other rights for the Employer as stated in the Scope and obtains from a Subconsultant equivalent rights for the Employer over the material prepared by the Subconsultant. The Consultant provides to the Employer the documents which transfer these rights to the Employer.

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X10.1 The Employer's Agent is :

Name :	Bethuel Manthoadi
Address:	30 Archie Gumede Place Durban 4001
The Authority of the Employer's Agent is :	To carry out all actions of the Employer in this Contract.

**The Employer's Agent shall be represented by:**

Name :	Mpho Makhanya <i>Pr Eng PMP MSAICE</i>
Address:	A225 Zavala Rd, Ntuzuma A, Ntuzuma, 4360
The Authority of the Employer's Agent Representative is :	To carry out all actions of the Employer as delegated to Him/Her by the Employer's Agent

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X11. Termination by the Employer

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X11.1 The Employer may terminate the Consultant's obligation to Provide the Services for a reason not stated in this contract by notifying the Consultant.

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X11.2 If the Employer terminates for a reason not stated in this contract, an additional amount is due on termination which is 5% of the difference between

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- the forecast of the final total of the Prices in the absence of termination and
- the total of the other amounts and costs included in the amount due on termination

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X18. Limitation of Liability

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X18.1 The Consultant's liability to the Employer for indirect or consequential loss is limited to Award/Appointment Value multiplied by 2.

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X18.2 The Consultant's liability to the Employer for Defects that are not found until after defects date is limited to the Total of the administration cost of repairing or making good.

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X18.3 The end of liability date is ten years (5 years) after Completion of the whole of the services.

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Z THE ADDITIONAL CONDITIONS OF CONTRACT

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Z1 Tax Invoices

Delete the first sentence of core clause 50.2 and replace with:

Invoices submitted by the *Consultant* to the *Employer* include

- the details stated in the Scope to show how the amount due has been assessed, and
- the details required by the *Employer* for a valid tax invoice.

Delete the first sentence of core clause 51.1 and replace by:

Each payment is made by the *Employer* within 30 days of the date on which the *Consultant's* invoice is received, showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.

---

Z2 Retention

The percentage retention on the amounts due to the Service Provider is 10% of each payment certificate to a total of 5% of the contract value.

Interest will not be paid on retention withheld by the Employer.

Half of the amount retained will be released at the issue of the works completion certificate including the full portfolio of evidence (POE). The balance of the amount retained will be released at the end of the defects liability period upon delivery of the final completion certificate, close-out reports including As-Built Drawings and portfolio of evidence (POE) based on the approved design drawings, variations and amendments. POE to be signed off by site staff, and after the retention period has lapsed.

---

Z3 Communications

Add to the end of the first sentence in core Clause 13.1:

"excluding communication by a communications protocol allowing the interchange of short text messages between mobile telephone devices and a store-and-forward method of writing, sending, receiving and saving messages over the internet."

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Z4	<p>Selection and appointment of the <i>Adjudicator</i></p> <p>A Party may at any time notify the other Party of the names of two persons he has chosen from, the Panel of NEC Adjudicators set up by SAICE - South African Institution of Civil Engineering - (see <a href="http://www.saice.org.za">www.saice.org.za</a>) or, two persons he has chosen from the Association of Arbitrators (see <a href="http://www.arbitrators.co.za">www.arbitrators.co.za</a>). The notifying Party must have confirmed the person's availability to act as the <i>Adjudicator</i>. The other Party selects one of the two persons chosen to be the <i>Adjudicator</i> within the period of reply, failing which the person chosen by the notifying Party will be the <i>Adjudicator</i>.</p> <p>The Parties agree to appoint the selected <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, June 2005 or in accordance with the procedures set by the Association of Arbitrators.</p>
Z5	<p>Acts or omissions by mandatories</p> <p>In terms of Section 37(2) of the Occupational Health and Safety Act of 1993 (Act 85 of 1993), the <i>Consultant</i> hereby agrees that the <i>Employer</i> is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the <i>Consultant</i> and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the <i>Employer</i> and the <i>Consultant</i> contemplated in section 37(2).</p>
Z6	<p>Notification of a compensation event</p> <p>Replace "eight weeks" in clause 61.3 with "four weeks".</p>
Z7	<p>Empowerment Strategy</p> <p>A Contract Participation Goal (CPG) is applicable to this appointment whereby a minimum of 30% of Total Value of Appointment (Fees plus all disbursements) is to be outsourced to an entity or entities with a profile indicated in the table contained in C3.16.</p> <p>The intention of the CPG is to offer maximum opportunities for targeted entities with an emphasis on skills transfer.</p>
Z8	<p>Penalties</p> <p>A Contract Participation Goal (CPG) is applicable to this appointment whereby a minimum of 30% of Total Value of Appointment (Fees plus all disbursements) is to be outsourced to an entity or entities with a profile indicated in the table contained in C3.16. The intention of the CPG is to offer maximum opportunities for targeted entities with an emphasis on skills transfer.</p> <p>Penalty (R) = (CPG Target – CPG Attained) x 2</p>
Z9	<p>Joint Ventures</p> <p>If the Consultant constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the Employer for the performance of this contract.</p> <p>Unless already notified to the <i>Employer</i>, the persons or organisations notify the <i>Employer</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Consultant</i> on their behalf.</p> <p>The <i>Consultant</i> does not substantially alter the composition of the joint venture, consortium</p>

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or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Consultant* in writing.

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Z10 Performance Monitoring of Service Providers

For contract awards that are greater than R10m, the Service Provider shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy and explicitly undertakes to participate and co-operate with the performance monitoring assessment process in line with the Employer's requests/instructions.

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Z11 Delay Damages caused by late Issue of Information to the Contractor

In the event that the Professional Service Provider delays in issuing information to the Contractor, which as a result the Contractor successfully claims delay costs, the Consultant will be liable for such costs, which will be claimed by the Employer via this contract with the PSP.

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

The *Consultant* is advised to read the NEC3 Professional Service (Fourth edition of April 2013) and the relevant Guidance Notes and Flow Charts, published by the Institution of Civil Engineers, in order to understand the implications of this Data which is required. Copies of these documents may be obtained from the Engineering Contract Strategies (telephone (27) 011 803 3008).

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Service Contract to which it mainly applies.

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## Part two - Data provided by the *Consultant*

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Clause	Statement
10.1	The <i>Consultant</i> is (Name):  Address  Tel No.  Fax No.  Email:
22.1	The <i>Consultant's</i> key persons are:  1 Name:  <b>Job:</b>  Responsibilities:  Qualifications:  Experience:  2 Name:  <b>Job</b>  Responsibilities:  Qualifications:  Experience:
11.2(10)	The following matters (if any) will be included in the Risk Register

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11.2(13) The *staff rates* are as stated in the Pricing Data:

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25.2 The *Employer* provides access to the following persons, places and things

access to		access date

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50.3 The *expenses* are as stated in the Pricing Data.

---

**A Priced contract with activity schedule**

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11.2(14) The *activity schedule* is in the Pricing Data

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11.2(18) The tendered total of the Prices is in the Form of Offer and Acceptance

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

**C 2.1 Pricing Assumptions (OPTION A)**

**C.2.1.1 General**

**C.2.1.1.1** The *Consultant* is paid under Option A (Activity schedule) for the *services* on a lump sum basis where the work is broken down into activities. Each activity in the Activity Schedule is paid for as a lump sum. Only completed activities are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date.

**C.2.1.1.2** *Expenses* as provided for in the contract are paid in addition to the total of the Prices for each completed activity at each *assessment interval*.

**C.2.1.1.3** The cost to the *Consultant* to Provide the Service is included in, or spread across, the Prices for all activities. There is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Consultant* estimated at the time that the total of Prices are accepted by the *Employer*. The only basis for a change to the Prices is as a result of a compensation event. (See Clause 60.1).

**C.2.1.1.4** If the *Consultant* has decided not to identify or to price a particular activity, it will be assumed that *Consultant* has included the cost to the *Consultant* of doing the work within the other Prices in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

**C.2.1.1.5** The *Consultant* does not have to allow in his Prices for matters that may arise as a result of a compensation event.

**C.2.1.1.6** The Consultant is required to include for all services relating to this project, as per the project scope, within item 1. This item must also take into consideration any factors that the Consultant wishes to apply to this appointment.

**C.2.1.1.7** Inflationary Adjustments will not be applicable to this contract. The final fee (Item 1) will be based on the actual final cost of construction works, excluding land acquisition costs. All other items to be adjusted to allow for inflationary adjustments for the duration of the contract.

**C.2.1.1.8** The rates submitted by the *Consultant* for the Site Staff component will hold valid for the duration of the construction period which is anticipated to be 24 months from the date of the letter of award. Should the respective services be required beyond the prescribed period, the rates will be revised based on market-related rates.

**C.2.1.1.9** Clause 53.1 in Option A states: 'Information in the Activity Schedule is not Scope'. This confirms that the instructions to do work or how it is to be done are not included in the Activity Schedule but in the Scope. This is further confirmed by Clause 21.1 which states, 'The Consultant Provides the Services in accordance with the Scope'. Hence the Consultant does not Provide the Services in accordance with the Activity Schedule. The Activity Schedule is only a pricing document.

**C.2.1.1.10** Clause 31.4 states that ' The Consultant provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance. Hence when compiling the activity schedule, the tendering consultant needs to show each activity on the programme he submits with his tender.

**C2.2 : PRICING SCHEDULE**

Reference: *GUIDELINE of Services and Processes for Estimating Fees for Registered Engineering Professionals*

**C.2.2.1 PART A1 – NORMAL SERVICES (Cl. 3.2)**

**C.2.2.1.1 PART A1.1 – Work Package 5: Crossroads Construction**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Construction Cost Estimate</u>	<u>Rate</u>	<u>Amount</u>
1.1	<b>Stage 3 – Design Development (also termed Detail Design).</b> Perform all duties provided under paragraph 3.2.3 of the <i>ECSA GUIDELINE</i> .	%	R20,000,000.00 (Ex. VAT)		
1.2	<b>Stage 5 – Contract Administration and Inspection.</b> Perform all duties provided under paragraph 3.2.5 of the <i>ECSA GUIDELINE</i> .	%	R144,750,000.00 (Ex. VAT)		
1.3	<b>Stage 6 – Close-Out</b> Perform all duties to fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project per paragraph 3.2.6 of the <i>ECSA GUIDELINE</i> .	%	R144,750,000.00 (Ex. VAT)		
<b>SUMMARY ITEM 1 PART A1.1</b>					

**C.2.2.1.2 PART A1.2 – Work Package 5: RECOVERABLE EXPENSES**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Construction Cost Estimate</u>	<u>Rate</u>	<u>Amount</u>
2.	Part A1.2 – Recoverable expenses for normal services per provisions of 4.6(2)(g).	%	SUM – PART A1.1		
<b>SUMMARY ITEM 2 PART A1.2</b>					

**C.2.2.2 PART A2 – ADDITIONAL SERVICES: CLAUSE 3.3**

**Clause 3.3.2 Construction Monitoring & Project Management**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
<b>3</b>	<b>PART A2.1 Construction Monitoring Resources</b>				
3.1	Employer's Agent (Based on 25% usage)	Months	24.00		
3.2	Project Manager (Based on 40% usage)	Months	24.00		
3.3	Resident Engineer (Based on 100% usage)	Months	24.00		
3.4	Assistant Resident Engineer – Civils (Based on 100% usage)	Months	24.00		
3.5	Assistant Resident Engineer – Structural (Based on 60% usage)	Months	24.00		
3.6	Traffic Safety Officer (Based on 100% usage)	Months	24.00		
3.7	Clerk of Works & Documents Control (Based on 100% usage)	Months	24.00		
3.8	OHS Agent (Based on 150% usage)	Months	24.00		
3.9	ECO (Based on 40% usage)	Months	24.00		
3.10	Sundries	PC Sum	1.00	R500,000	
3.11	Handling Cost and Profit	%	R 500,000		
<b>SUMMARY ITEM 3 PART A2.1</b>					

**C.2.2.2 PART A2 – Recoverable Expenses for Construction Monitoring & Project Management**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Construction Cost Estimate</u>	<u>Rate</u>	<u>Amount</u>
4.	<b>Part A2.2</b> – Recoverable expenses for Construction Monitoring Expenses per provisions of 4.6(2).	%	SUM – PART A2.1		
<b>SUMMARY ITEM 4 PART A2.2</b>					

**C.2.2.3 PART B – OTHER EXPENSES**

**C2.2.3.1 Part B1.1: Design Professional Services**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
<b>5</b>	<b>PART B1: Professional Services</b>				
5.1	Technical Specialists: Geometrics	Hrs	200		
5.2	Technical Specialists Pavement and Materials	Hrs	200		
5.3	Technical Specialists: Structural Engineer	Hrs	250		
5.4	Technical Specialists: Architectural Service	Hrs	200		
5.5	Technical Specialists: Traffic Engineering	Hrs	200		
5.6	Technical Specialists: Quantity Surveyor	Hrs	200		
5.7	Technical Specialists: Universal Access	Hrs	200		
5.8	Technical Specialists: Electrical and Mechanical	Hrs	200		
5.9	ECO	Hrs	200		
5.10	Geotechnical Investigations	PC Sum	1	150 000. 00	
5.11	Handling costs in respect of 5.10	%	100 000.00		
5.12	Site Surveys	PC Sum	1	100 000. 00	
5.13	Handling costs and profit in respect of 5.11	%	100 000.00		
5.14	Contract Law / Construction Claims Specialist	Hrs	250		
5.15	Provision for Design Tools and/or Equipment	PC Sum	1	150 000. 00	
5.16	Handling costs and profit in respect of 5.14	%	100 000.00		
<b>SUMMARY ITEM 5 PART B1.1</b>					

**C.2.2.2 PART B1.2 – Recoverable Expenses for Other Expenses**

<u>Item</u>	<u>Description</u>	<u>Unit</u>		<u>Rate</u>	<u>Amount</u>
6.	<b>Part B1.2 – Recoverable expenses for Construction</b>	%	SUM – PART B1.1		

	Monitoring Expenses per provisions of 4.6(2).				
<b>SUMMARY ITEM 6 PART B1.2</b>					

**C2.2.3.2 Part B2: Candidate Development & Aftercare Training**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
<b>7.1</b>	<b>Candidate Development and Aftercare Training</b>				
7.1.1	Candidate Development	No.	2		
<b>7.2</b>	<b>Aftercare Training</b>				
7.2.1	B.Sc graduate	No.	1		
7.2.2	B.Tech graduate	No.	1		
<b>(All rates shall include all company expenses and mark-ups)</b>					
<b>SUMMARY ITEM 7 PART B2</b>					

<u>SUMMARY ITEM</u>	<u>Description</u>	<u>Amount</u>
SUMMARY ITEM 1	SUMMARY ITEM 1 PART A1.1	
SUMMARY ITEM 2	SUMMARY ITEM 2 PART A1.2	
SUMMARY ITEM 3	SUMMARY ITEM 3 PART A2.1	
SUMMARY ITEM 4	SUMMARY ITEM 4 PART A2.2	
SUMMARY ITEM 5	SUMMARY ITEM 5 PART B1.1	
SUMMARY ITEM 6	SUMMARY ITEM 6 PART B1.2	
SUMMARY ITEM 7	SUMMARY ITEM 7 PART B2	
	SUB TOTAL OF ALL 7 ITEMS	
	ADD 15% VAT	
	TOTAL CARRIED TO FORM OF OFFER	

NAME : .....

(Block Capitals)

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

DATE: .....

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

### **C3.1 BACKGROUND**

The eThekweni Municipality is in the process of restructuring Public Transport (PT) within the City in order to ensure that a sustainable, safe and efficient service is delivered. The overall goal of this initiative is to improve the quality of life for the city's residents through the establishment of an Integrated Public Transport Network (IPTN). This public transport service in the City will ultimately be in line with Government's PT Action Agenda as approved by Cabinet in 2008 where all the major cities have been mandated to create and implement fully integrated public transport networks over the next 10-15 years.

The eThekweni Municipality has completed a comprehensive plan for the project. The planning yielded a public transport system with special features that are currently not available in the public transport system. The network will comprise an integrated package of rail and bus trunk routes with dedicated Right-of-Way lanes (ROW), feeder and complimentary services for public transport. The system will be universally accessible. The following are the key system features:

- Trunk Routes with dedicated Right of Ways (ROW),
- Feeder Routes to Trunk routes,
- Complementary Routes,
- Transfer and Terminal Stations,
- Park and Ride Facilities,
- Information, Communication Technologies (Integrated Fare Management and Intelligent Transport Systems),
- Fleet,
- Non-Motorised Transport Facilities,
- Depots, and
- A Transport Management Centre.

The IPTN has 9 corridors that would make up the proposed public transport network. In the first phase of the IPTN, 3 Corridors have been designed and are being implemented, those three Corridors being the C1, C3 and C9.

The above-mentioned Corridors originate at the Bridge City terminal and terminate at the City Centre, Pinetown Centre, and Umhlanga Rocks Town Centre, respectively.

The C3 corridor has been divided into several work packages and this current contract is Work Package 5 which is the construction of Crossroads Link, located in KwaMashu at Curnick Ndlovu of the C3 route.

### C3.2 EMPLOYER'S OBJECTIVES

The Employers objective, partly through this enquiry, is to implement a world class BRT system which addresses the following deliverables:

- Equity of Access to Opportunity – All inhabitants of the municipality regardless of income levels, disabilities, etc should have and enjoy quality access to various opportunities within the city.
- Reduce the overall impact of transport on the Environment – The BRT should aim to have a net reduction in carbon emissions related to motorised travel.
- Promotion of a Livable City – Apart from providing a transport solution that aims to offer all travellers an escape from congested roadways, the infrastructure of the BRT as well as the precincts that the network serve are to be designed in a manner that accommodates non-motorised transport modes and achieves urbanity.
- Spatial Structure – The IRPTN is intended to be a major structuring element of the EtheKwini Municipality. Integrated land-use/transportation planning ensures that the IRPTN would help rectify the imbalances created by historic apartheid type planning activities.
- Quality of Service that is Acceptable to Car users – Apart from catering for the needs of captive public transport users, the BRT should be of a quality that private vehicle users would find acceptable.
- Have a Positive Impact on the City's Economy – Apart from being operationally efficient to ensure sensible operational expenditure, the various secondary economic opportunities created by the system should contribute to the city's economy.

The ultimate IPTN plan for the municipality comprises some 250km of trunk public transport corridors of which some 60km are rail based. The full IPTN network will be within 800m (10-15 min walk) for more than 85 percent of the Municipality's population.

The C3 Corridor joins Bridge City (KwaMashu) and Pinetown CBD via Dumisane Makhaye Drive MR577, a total distance of about 26km.

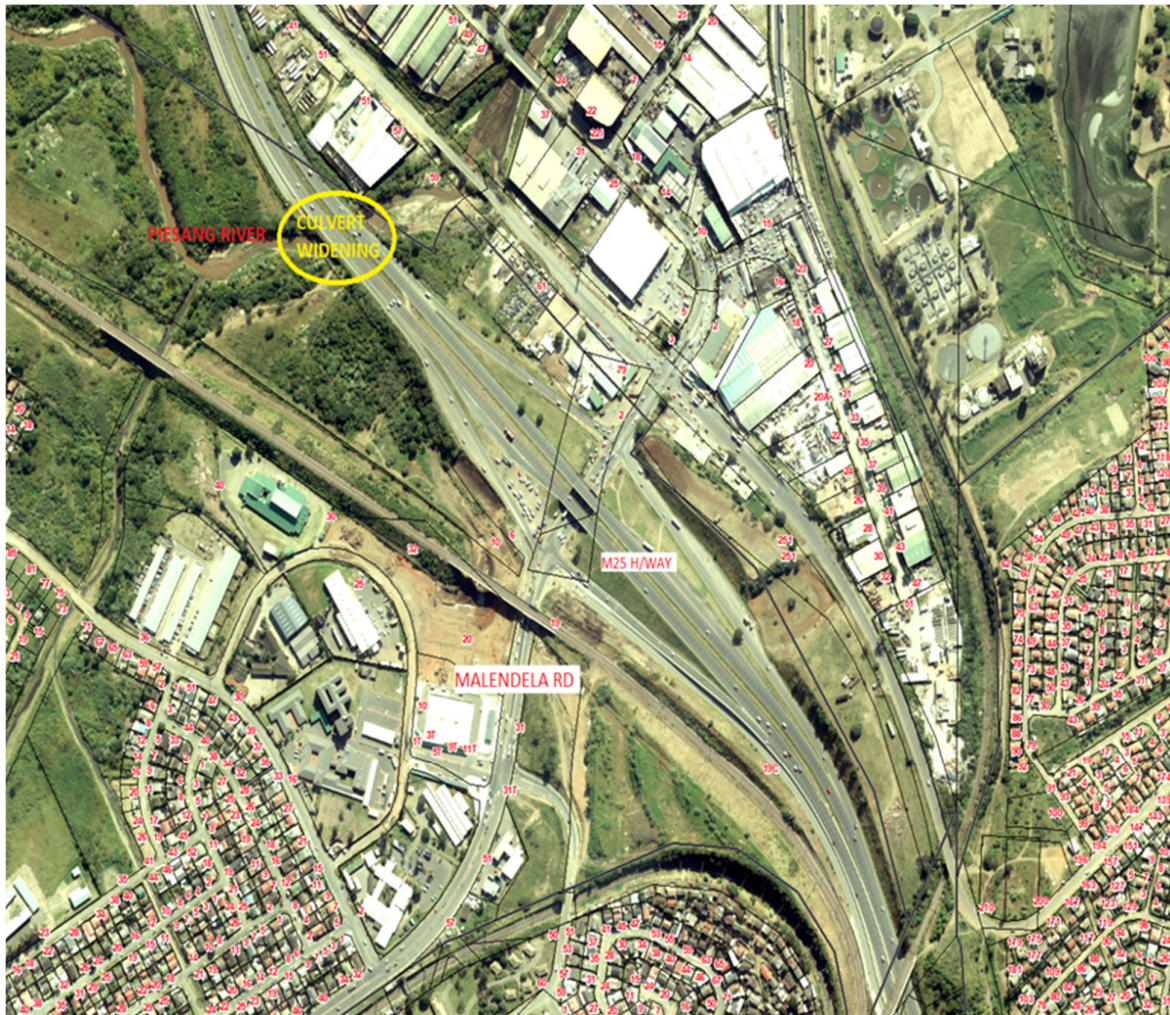
A majority of the C3 route has already been constructed, with only 2 sections of the roadway being outstanding, namely, this section to be completed through this contract, a 0.5km section, and a 2km section at the intersection of Qashana Khuzwayo and Dinkelman Rd in New Germany which will be completed at the start of 2022. The Work Package 5 link therefore, will ensure the completion of C3.

### C.3.3 SCOPE OF SERVICES

#### C.3.3.1. Location of Project

The site is located in KwaMashu Township, north west of Durban, at the intersection of Curnick Ndlovu Highway and Mandela Road. The GPS co-ordinates are 29°44'01.56" South; 31°00'10.49" East. The site is located north west of Durban along the Phoenix Highway. Refer to Item C4.2 : Locality Sketch.

#### LAYOUT OF THE SITE : EXTENT OF WORKS



### C.3.3.2. Description of Project

The document for contract 1T-47319, the works of which will be administered and supervised by the successful bidder on this contract provides fuller details of the description of the the construction works that comprise this project. But by way of broad description, the projects entails construction of Crossroads from the Curnick Ndlovu Hwy / Mandela Rd intersection to tie-in with an existing section of the C3 that was constructed on a previous contract. This is about 20m north of the Piesangs River, and the existing culvert which will be affected by this works. The scope includes the following works;

- Roadworks for dual carriageway;
  - Dedicated bus lanes (Right of Way Lanes),
  - Mixed use carriageway
  - Curnik Ndlovu & Mandela Road Intersection
- Extension of a 6 cell box culvert and all associated river diversion, and bak protection works
- Pedestrian Facilities-sidewalks;
- Stormwater drainage system to tie into existing network;
- Service ducts for, Intelligent Transport System (ITS) ducts and associated manholes; as well as relocations of existing services as necessary;
- Embankments;
- Landscaping;
- Street lights;
- Traffic Accommodation;
- Other ancillary works that may include, but is not limited to:
  - Removal of rubble and other waste products on and around the culvert;
  - Relocation of services (telecommunication and electricity);
  - Removal of concrete pipes and manholes;

### C.3.3.3. Description of Site and Access

The site is located in KwaMashu, North of Durban, and is adjacent to Curnick Ndlovu Highway (M25). The site access is accessible from Curnick Ndlovu Highway/Mandela Road intersection.

### C.3.3.4. Nature of Ground and Subsoil Conditions

A Geotechnical Investigation of Crossroads has been undertaken. Relevant reports from previous investigations are [included in the Tender Pack for download](#).

### **C.3.3.5. Description of Services**

This contract is predominantly a Contract Administration and Inspection and Close-out contract (stage 5 & 6) as detailed on sections 3.2.5 and 3.2.6 of the *ECSA GUIDELINE* respectively. Included in the services to be provided by the successful bidder is specific Design Development work (stage 3, as detailed on section 3.2.3) to complete and finalise the IPTN station designs, which are currently at a “generic state”. These generic designs need to be customised to the specific conditions of the site. The generic drawings will be included in the downloadable Tender Pack.

The contract will also necessarily entail minor design amendment works which may arise out of considerations that will only be known once the works are live. The construction contract related to this professional services contract is ***IPTN - C3 Corridor, Work Package 5: Crossroads Construction which includes a Culvert Widening and Associated Works, KwaMashu***, contract number **1T-47319**.

The successful Service Provider will fulfill the role of Lead Consultant / Employer’s Agent for the Employer.

The designs and contract documentation for the works have been undertaken by the Employer’s in-house Engineers. For any design or specification issues, the appointed service provider will be able to liaise with the Employer’s design team through the service provider’s and the Employer’s Project Managers who will be contact points from the respective parties.

Over and above monitoring, administration, design considerations / amendments and project management, of all aspects of the work, the services of the Consultants shall also include the provision of a complete set of “As-built” records and all relevant operating and close-out documentation, and all activities incidental thereto.

The Service Provider is to ensure that they have the relevant skills, experience and capacity to deliver the scope of work within the required timelines, cost and quality. The Employer reserves the right to request the Service Provider to replace any member of the proposed project team if they do not satisfy the Employer’s requirements.

In addition to the above general summary, it is brought to the Service Provider’s attention that the following services will also be considered to be part of this brief:

#### **C.3.3.3.1. Construction Work Permit**

The Service Provider shall be responsible for the application process to secure a construction work permit as required in terms of the Construction Regulations, 2014.

#### **C.3.3.3.2. Go! Durban Multi-criteria Economic Empowerment**

The Service Provider shall be responsible for the Administration and Monitoring of the empowerment strategy and provide progress updates on achievements of requirements as stipulated in the construction contract (1T-47319).

#### **C.3.3.3.3. Health and Safety**

The Service Provider shall on award of the contract become the Employer’s Agent in terms of Construction Regulation 4(5). The duties and responsibilities as the Client’s Agent are prescribed in Construction Regulation 4 in its entirety.

#### **C.3.3.3.4. Environmental Management**

The National Environmental Management Act (NEMA) regulates the balance between development and the environment. It is therefore necessary that environmental considerations are taken in account during the various stages of the project. In this regard, the environmental authorisation process has been finalised by the client and the Record of Decision, granted by NEMA.

The scope of Environmental Management Services within this contract will include approving and

adherence to the Contractor's Environmental Management Plan (EMP), as well as Monitoring and Auditing the EMP to avoid, minimise and mitigate potential environmental risks during construction. These service must also include ensuring adherence to all conditions of the Environmental Authorisation (EA) that are relevant to this section of the corridor. A copy of the and the EMP will be annexed for the careful study of the prospective service provider.

#### **C.3.3.3.5. ITS related Infrastructure co- ordination**

The proposed scheme will be supported by the Intelligent Transport System (ITS) in terms of the network management services. Although this brief does not specifically deal with the design and implementation of such systems, the Service Provider will be required to liaise with the appointed ITS consultant to enable the provision of the infrastructure to support such systems as provided for in the Civil Infrastructure component of the project.

#### **C.3.3.3.6. Project Management Methodology**

The Project Management Methodology to be employed by the Service Provider will be the Prince2 method. The Service Provider is to ensure that the relevant team members are fully familiar and competent in the use of this system. Minimum requirements are as stated in the Quality component of this document.

#### **C.3.3.3.7. Skill Development**

The Service Provider shall ensure that all candidates that participate in the Skills Development Programme/s, submit their application for Professional Registration. The Service Provider must provide their commitment and undertaking as required by ECSA.

All costs associated with the skills development programme/s (eg., supervision, mentorship, risks, Professional Indemnity) shall be deemed to be included in the Service Providers Pricing.)

#### **C.3.3.3.8.1. Candidate Development Programme**

Graduate Engineers / Technologists / Technicians, currently in the employ of the Ethekewini Municipality will be seconded to the successful Service Provider to enable the candidates to obtain the requisite exposure in accordance with the Engineering Council of South Africa, Engineering Professional Development Process. The Service Provider shall be required to provide the necessary exposure, on the project or via placement on another project undertaken by the Service Provider or placement with a consultant other than those involved on the project. The Service Provider shall be responsible to manage the candidates' progression, irrespective of the area of placement.

The Service Provider shall be required to assess each candidates current progression and provide the relevant exposure in accordance with ECSA's Competency Development Standards. These graduates will be rotated as part of the Employer's undertaking with the Engineering Council of South Africa (ECSA). The Service Provider will be required to develop 2 candidates (FTE) during the contract period.

**Note:** *The Service Provider shall equip the graduate with all necessary tools, facilities, software etc., to ensure that the graduate is able to perform their duties.*

#### C.3.3.3.8.2. Aftercare Training

The Service Provider shall employ 1No. BSc graduate and 1No. BTech graduate, for a minimum period of three (3) Years. Such graduates must be newly qualified and not have been in the employment of others after receipt of qualification previously, unless otherwise advised by the Employer. The selection process of the suitable graduate(s) shall be conducted by all parties as agreeable in the Contract. The selection panel shall comprise the competent representatives of the Employer and the Service Provider.

Both the Employer and the Service Provider **SHALL** have to enter into a separate memorandum of Agreement, stipulating both parties' responsibilities.

The Graduates will be placed in a Candidacy Development Programme to the time the Graduate submits their application for Professional Registration.

***Note:** The total remuneration unemployed graduate for the first year of Aftercare Training shall be market related and inclusive of an allowance for a 13<sup>TH</sup> Cheque that is not less than one twelfth the annual salary value, Medical Aid, Provident Fund or similar. This remuneration for any future year must be **Note:** calculated by escalating the base date average salary value in line with the tender's placement entity's terms and conditions of employment. The Service Provider shall equip the graduate with all necessary tools, facilities, software etc., to ensure that the graduate is able to perform their duties.*

#### C.3.3.6. Basis Of Appointment / Requirements

The Service Provider on award shall satisfy him/herself with the stated objectives of the Employer in relation with the provision of required professional services associated with the project within the budget and time constraints:

The Service Provider shall, as a minimum, in order to satisfy these objectives familiarise him/herself with the Project's Construction Drawings and Documentation.

The project specific construction drawing numbers are, 48918, Sheets 01 – 14. A separate folder contains "Generic IPTN Station Drawings" and is labelled as such.

The standard specifications used in the construction contract are the eThekwin Municipality's (City of Durban) Standard Engineering Specifications. This document is obtainable separately, and the Tenderers shall obtain their own copies of the applicable sections.

#### C.3.3.7. Planning And Programming

The present date estimate of the Cost of Construction Works is R144,750,000.00 (Ex. VAT)

Funding to commence the works is available in the 2022/2023 Financial Year and the Employer intends to appoint the Consultant by **September 2022**

The tender process for the appointment of the main contractor has commenced and it is expected to be completed and a contract awarded by **August 2022**.

The ETA requires that Construction work and supply of material to be completed within 18 Months, which shall include any statutory holidays falling within these periods, but shall exclude the period from 15 December to 4 January, both days included, if it falls within these periods as well as the day on which National Elections will fall.

The Service Provider shall each week provide the Employer with a schedule of meetings planned and decisions required for the **forthcoming** 4 week period. These meetings include but are not limited to, technical meetings (every 2 weeks), site meetings, Project liaison committee meetings, meetings with the Employer, etc.

#### **C.3.3.8. Interaction With Other Service Providers**

It is noted that the Employer is represented by Ethekeini Transport Authority Unit, but there are other Departments within the Employer who are directly and indirectly involved in the preparation of the Construction Drawings and Documentation, such as Roads Provision Department.

In all instances, only Ethekeini Transport Authority Unit represented by Roads Systems Management Department (Project Manager or Authorised representative may instruct the Service Provider, and all reporting must be to the ETA: Roads Systems Management.

#### **C3.4 RETENTION OF COMMUNICATIONS**

The Service Provider shall retain copies of all communications in electronic format for a period of 10 years after the completion of the contract.

#### **C3.5 QUALITY MANAGEMENT SYSTEM**

The Service Provider shall undertake quality control in accordance with accepted best practices, and shall provide written procedures for the processes to be followed. The quality management system and quality policy statements shall be as agreed with the project team and the Employer.

#### **C3.6 DETAILS TO BE PROVIDED WITH SERVICE PROVIDER INVOICES**

The Employer shall set out the information that he will require from the Service Provider with each invoice to enable the invoice to be checked for correctness.

#### **C3.7 SOFTWARE APPLICATIONS**

The Service Provider shall provide information in a form that is compatible with the Microsoft suite of software, including, inter alia, Word, Excel, Powerpoint and MS Project.

The contract Bills of Quantities and payment certificates shall be undertaken using the Ethekeini Engineering Unit in-house BOQ software. The Employer will provide the Service Provider with a copy of the software. Monthly indexes will also be provided by the Employer's representative .

#### **C3.8 FORMAT OF COMMUNICATIONS**

Communication may be via e-mail or hardcopy. Documents requiring formal approval by the Employer (including but not limited to Project Related Documentation, Invoices and Changes to the Contract) shall be printed in hard copy for signature by the relevant parties.

The Service Provider shall retain copies of all correspondence throughout the period of the liability of the Service Provider and its members to the Employer.

#### **C3.9 MANAGEMENT MEETINGS**

Management meetings and/or meetings of general nature shall be held as required by the Employer, but generally on a monthly basis. These meetings are to be convened and chaired by the Employer's representative or by the Employer's Agent and/or nominee.

Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified, then by persons and at times and locations to suit the Parties.

#### **C3.10 RECORDS**

The Service Provider shall maintain daily records of all site activities, and these records shall be made available for inspection by the Employer on request.

All meetings shall be recorded using minutes and a register prepared and circulated by the Consultant and records of meetings shall be submitted to the Employer's Agent within five days of the meeting.

### C3.11 PAYMENT CERTIFICATES

The Service Provider shall provide the Employer with details of the breakdown of the proposed remuneration due to each member of the consortium, if applicable.

The current proportion of the fees that will be deemed to having been paid to the Community Participation Goal (CPG) component, in the performance of the contract shall be reconciled on a quarterly basis.

### C3.12 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

All work shall as a minimum be undertaken in line with the appropriate SANS standards and Project Specifications. Use of standards other than SANS (where appropriate SANS standards exist) shall be subject to the prior approval of the Employer.

Safety Arrangement and Procedural Compliance with the Occupational Health and Safety Act (Act 85 of 1003) and applicable Regulations.

### C3.13 PROOF OF COMPLIANCE WITH THE LAW

The Service Provider shall provide, on request by the Employer, proof that he/she is in compliance with any current legislation and subsequent amendments that may apply to any aspect of the work being undertaken.

### C3.14 EMPOWERMENT STRATEGY

A Contract Participation Goal (CPG) is applicable to this appointment whereby a minimum of 30% of Total Value of Appointment (Fees plus all disbursements) is to be outsourced to an entity or entities with a profile indicated in the table below. The intention of the CPG is to offer maximum opportunities for targeted entities with an emphasis on skills transfer.

CPG Entity Description	Equity Ownership of CPG Entity	Annual Turnover of CPG Entity	% of Outsourced Value
PBE	100%	< R50m	80%
BBE	100%	< R50m	20%

**Priority Business Enterprise (PBE):** At least 100% owned by individuals from the Priority Population Group (PPG) in terms of equity and voting rights/powers, with a corresponding management representation.

**Black Business Enterprise (BBE):** At least 100% Black owned in terms of equity and voting rights/powers, with a corresponding management representation.

**Black Persons:** The definition includes Africans, Coloureds and Indians who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the 1984 tri-cameral parliamentary system and only received a franchise during 1994.

**Priority Population Group (PPG):** Black individuals who fall into the population groups that were not offered a franchise in the national elections before or after the introduction of the 1984 tri-cameral parliamentary system and only received a franchise during 1994.

This CPG will apply regardless of the equity ownership or BBBEE status of the consultant or lead consultant e.g. a lead consultant who has PBE (substantially owned) status will still be required to obtain a minimum CPG of 30% via outsourcing. In the case of a JV, a JV partner who fits the profile of one or more of the entities described above will be considered as contributing towards the CPG.

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**PART C4. ANNEXURES**

- C4.1. STANDARD CONDITIONS OF TENDER**
- C4.2. GO! DURBAN SPECIFICATION FOR MULTI-CRITERIA ECONOMIC EMPOWERMENT**
- C4.3. PROJECT CONSTRUCTION DRAWINGS (48918, Sheets 01 – 14)**
- C4.4. GENERIC IPTN STATION DRAWINGS**
- C4.5. GEOTECHNICAL REPORT**
  - a. Ref. 24098-2E (dated 17 October 2014,)
  - b. Ref. 24098-2C (dated 17 July 2014, by Drennan Maud & Partners)
- C4.6. PROJECT ENVIRONMENTAL AUTHORIZATION (amended 18 March 2014)**
- C4.7. PROJECT ENVIRONMENTAL MANAGEMENT PROGRAMME**
  - c. eThekweni Transport Authority: DM/AMEND/0044/2013 - Integrated Rapid Public Transport Network (IRPTN) Corridor 3: Environmental Management Programme (EMPr) – (25 April 2014)

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

### **Annex F** *(normative)*

#### **Standard Conditions of Tender**

#### **F.1 General**

##### **F.1.1 Actions**

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

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

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

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

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

##### **F.1.2 Tender Documents**

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

##### **F.1.3 Interpretation**

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

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

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

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