



DEPARTMENT
Office of the City Managers
DIRECTORATE
Operations Management Department
DIVISION
Office of the Executive Director (OPM)

PROCUREMENT DOCUMENT : PROFESSIONAL SERVICES

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

Contract No: 34236-1X

Contract Title: **Appointment of a Professional Services Provider from a large scale, Architectural, Infrastructure, Engineering and Advisory Practice to Undertake the Strategic Project Development and Packaging Programme (SPDPP) for the WOZA Basket Programme (an Inner-City Regeneration Programme) of the eThekweni Metropolitan Municipality.**

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: **Compulsory Clarification Meeting**

Meeting Location, Date, Time: **City Hall – Luthuli Hall Ground Floor]]**
On [24 November 2025] at [11:00]

Queries can be addressed to: **Mr Ivan Moonsamy**
The Employer's Agent's: **Tel: 031 311 7211**
Representative: **eMail: ivan.moonsamy@durban.gov.za. Consolidated answers to questions raised during the clarification meeting will be uploaded 08 December 2025.**

TENDER SUBMISSION

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

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

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

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

JDE Queries Contact:	Lindo Dlamini:	Tel: 031-322-7133 / 031-322-7153	
		Email: suppliers.selfservice@durban.gov.za	
Closing Date/ Time:	Friday, 30 January 2026	at	11h00

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

Issued by:

ETHEKWINI MUNICIPALITY

Project Executive: **Office of the Executive Director (OPM)**

Date of Issue: **14/11/2025**

Document Version : 23/10/2024

FOR OFFICIAL USE ONLY

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

FOR OFFICIAL USE ONLY

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

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PART T1: TENDERING PROCEDURES

T1.1.1 : TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works to **[Appointment of a Professional Services Provider from a large scale, Architectural, Infrastructure, Engineering and Advisory Practice to Undertake the Strategic Project Development and Packaging Programme (SPDPP) for the WOZA Basket Programme (an Inner-City Regeneration Programme) of the eThekweni Metropolitan Municipality..**

Subject	Description	Tender Data
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Office of the Executive Director (OPM)	F.1.1.1
Tender Documents	Documentation is to be downloaded the National Treasury's eTenders website or the eThekweni Municipality Website : <ul style="list-style-type: none"> • https://www.etenders.gov.za/ • https://www.durban.gov.za/pages/business/procurement 	F.1.2
Clarification Meeting	City Hall – Luthuli Hall Ground Floor]] On [24 November 2025] at [11:00]	F.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Mr Ivan Moonsamy Tel: 031 311 7211 eMail: ivan.moonsamy@durban.gov.za	F.2.8
Submitting a Tender Offer	The Tender Offer shall be delivered to: The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban Tenderers are also required to make an electronic submission via the eThekweni Municipality JDE System (SSS Module) . <ul style="list-style-type: none"> • Tenderers must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. • Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time. • Reference should be made to Part T1.1.2 and Clause F.2.13 of the Tender Data. 	F.2.13
Closing Time	The Tender Offer ("hard copy") shall be delivered, and the electronic submission completed, both on or before Friday, 30 January 2026 , at or before 11h00 .	F.2.15
Evaluation of Tender Offers	The 90/10 Price Preference Point System, as specified in the SCM Policy will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.11
Requirements for sealing, addressing, delivery, opening, and assessment of tenders are stated in the Tender Data		

T1.1.2 : INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM

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

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

This JDE System will be used for:

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

Registrations

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

National Treasury: Central Supplier Database

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

eThekwini Municipality Supplier Portal

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

eThekwini Municipality JDE System

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

Assistance with using the JDE System

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

- Lindo Dlamini Tel: 031 322 7153 or 031 322 7133
 Email: supplier.selfservice@durban.gov.za

Viewing of available tenders

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

Tender documentation

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

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

Submission of tender offers

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

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

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

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

Viewing the Tender opening schedule

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

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

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

T1.1.3: NOTES TO TENDERERS

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

eThekwini Supply Chain Management Policy (SCMP)

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

1) Clause 14(4): ETM Supplier Database

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

In the event of the Tenderer not being registered on the eThekwini Municipality’s Supplier Portal, the Tenderer must register on the internet at www.durban.gov.za by following these links:

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

The following is to be noted:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CIDB Regulation 25(8) (if applicable)

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

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

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

F.1.1 The employer:

The Employer for this Contract is the **eThekwini Municipality** as represented by:
Project Executive: **Office of the Executive Director (OPM)**

F.1.2 Tender documents:

The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) The **Conditions of Contract** identified in Section C1.2.1.1. Tenderers/ Contractors are required to obtain their own copies.
- 3) The **Specifications** identified in Section C3.3.1. Tenderers/ Contractors are required to obtain their own copies.
- 4) **Drawings**, if applicable, issued separately from this document, or bound in Section C3.4 (as an Annexure).
- 5) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
 - The Employer's Supply Chain Management Policy (as at advertising date).
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
 - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
 - Any other eThekwini Policy documents referenced in the Tender Documents.

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

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

The entire downloaded document should be printed on white A4 paper (single-sided).

F.1.4 Communication and employer's agent:

The Employer's Agent is:

Name: [Mr Lungelo Buthelezi](#)
 Tel: [031 311 7211](#)
 eMail: lungelo.buthelezi@durban.gov.za

The Employer's Agent's Representative is:

[Mr Ivan Moonsamy](#)
 Tel: [031 311 7211](#)
 eMail: ivan.moonsamy@durban.gov.za

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

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility:

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

F.2.1.1 Eligibility: General

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

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

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

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

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

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

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

F.2.2.2 The cost of the tender documents:

Replace this paragraph with the following:

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

F.2.6 Acknowledge addenda:

Add the following paragraphs:

"Addenda will be published on the **eThekwini Municipality website** as stated in Clause F.1.2. Tenderers are to ensure that this website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the Tender Data."

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

F.2.7 Clarification meeting:

City Hall – Luthuli Hall Ground Floor]]
On [24 November 2025] at [11:00]

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

F.2.12 Alternative tender offers:

No alternative tender offers will be considered.

F.2.13 Submitting a tender offer:

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

Tender Offers are to be delivered, in “hard copy” format, to **delivery address:**
the Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban

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

- Contract No. : **34236-1X**
- Contract Title : **Appointment of a Professional Services Provider from a large scale, Architectural, Infrastructure, Engineering and Advisory Practice to Undertake the Strategic Project Development and Packaging Programme (SPDPP) for the WOZA Basket Programme (an Inner-City Regeneration Programme) of the eThekweni Metropolitan Municipality.**

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

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

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

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

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

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

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

F.2.15 Closing date and time:

The closing time is:

- **Date : Friday, 30 January 2026**
- **Time : 11h00**

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

F.2.16 Tender offer validity:

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

F.2.23 Certificates:

Refer to **T2.1: “List of Returnable Documents”** for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

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

Compensation Commissioner

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

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

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

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

Central Supplier Database (CSD)

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

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

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

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

CIDB Registration (if applicable)

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

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

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

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

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

F.3: THE EMPLOYER'S UNDERTAKINGS

F.3.1.1 Respond to requests from the tenderer:

Replace the words “five working days” with “three working days”.

F.3.2 Issue addenda:

Add the following paragraph:

“Addenda will be published on the **eThekwini Municipality Website** (refer to **Clause F.1.2**).

F.3.4 Opening of Tender Submissions:

Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6th Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

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

F.3.8 Test for Responsiveness:

Add the following:

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

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

“The above is applicable to the following returnable documents:

- T2.2.1: Compulsory Enterprise Questionnaire
- T2.2.3: Contracts Awarded by Organs of State in the past 5 years
- T2.2.4: Contractor's Health and Safety Declaration
- T2.2.5: MBD 4: Declaration of Interest
- T2.2.6: MBD 5: Declaration for Procurement Above R10 Million
- T2.2.8: MBD 8: Declaration of Bidder's Past SCM Practices
- T2.2.9: MBD 9: Certificate of Independent Bid Determination
- T2.2.10: Joint Venture Agreements (if applicable)
- T2.2.12: Declaration of Municipal Fees
- T2.2.13: Registration with Compensation Commissioner
- T2.2.14: CSD Registration Report
- T2.2.15: Verification of CIDB Registration and Status”

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

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

- detrimentally affect the scope, quality, or performance of the works identified in the Scope of the Work,

- significantly change the Employer's or the Tenderer's risks and responsibilities under the contract,
- affect the competitive position of other Tenderers presenting responsive tenders, if the deviation or omission was rectified."

F.3.11 Evaluation of Tender Offers:

Eligibility

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

Tenders will also be checked for compliance with the following Project Specific Eligibility requirements, ie Tendering Company Mandatory Requirements (Table 1 below). Tenderers not in compliance with any of these mandatory requirements in Table 1 will be deemed non-responsive.

The Tenderer Company Mandatory Requirements are:

Table 1

Mandatory Requirement	Yes/No?	Proof
1.1. The Tendering Company must be a large scale, architectural, infrastructure, engineering, and advisory practice with international presence and international experience in countries ranked in the top 50 of the latest United Nations Human Development Index (HDI)		As part of the returnable the tenderer must attach to T2.2.13.1 of this document Two (2) traceable references for projects in which the tenderer was the Principal Consultant / Lead Consultant and undertook and completed the Pre-feasibility or Feasibility Studies for Cities within Countries ranked in the top 50 of the latest (2015-2025) United Nations Human Development Index (HDI). The prefeasibility or feasibility studies must be regarding large scale project/s and can be in; transportation, building, water, energy, Urban Design and/or landscape architecture. The projects must have an estimated construction value greater than R500 million. It is not required that the projects transitioned into construction, but the pre-feasibility or feasibility studies must have been completed and accepted by the Client. The Tenderer must submit the information in the template format provided in T2.2.13.1 together with copies of the Letter of Award, Completion Certificate and written reference from client confirming appointment and successful completion of Pre-feasibility or Feasibility works to client's satisfaction
1.2. For the purposes of this tender the Tendering Company must provide a broad collective of Professionally Registered experts connecting across traditional disciplines to provide integrated results. The experts do not have to be in permanent employ of the Tenderer and can be sourced solely for the purposes of this contract.		As part of the returnable the tenderer must attach to T2.2.13.2 of this document a tabulated list of eighty (80) experts that will make up the tender's team. The Tenderer must provide the information using the template format provided in T2.2.13.2. The list of experts may include; engineers, urban planners, ecologists, environmentalist, financial advisors, economic advisors, risk advisors, Health and Safety advisors, contract advisors and/or Legal advisors. The list must however be composed of a minimum of 50% Professional Engineers. All professional engineering registrations must be recognised by the Republic of South Africa (RSA) to practice as a professional. The Tenderer must ensure that the country in which the engineer is registered is a signatory to one of the International Mobility Agreements like the Washington, Sydney, or Dublin Accords
1.3. The Tendering Company must have experience in Economic and Financial Analysis for large scale infrastructure related investments		As part of the returnable the tenderer must attach to T2.2.13.3 of this document three (3) traceable references for infrastructure projects in which the tenderer undertook and completed three (3) Economic and Financial Analysis for infrastructure as related to Pre-Feasibility and Feasibility Studies for Cities within Countries ranked in the top 50 of the latest United Nations Human Development Index (HDI). The Studies must be regarding infrastructure investment with estimated construction values greater than R 500 million. It is not required that the projects transitioned into construction, but the Pre-Feasibility and Feasibility Studies must have been completed and accepted by the Client City. The Tenderer must provide the information using the template format provided in T2.2.13.3 together with copies of Letter of Award, Completion Certificate and written reference from client confirming appointment and successful completion of studies to client's satisfaction
1.4. The Tendering Company must have experience in detail design and/or construction management of mega infrastructure projects		As part of the returnable the tenderer must attach to T2.2.13.4 of this document two (2) traceable references for infrastructure projects in which the tenderer was the Principal Consultant / Lead Consultant for the detail design and/or construction management of the projects with construction values greater than R500 million eg airports, F1 Circuits, Rail, Road, Buildings etc. The Tenderer must provide the information using the template format provided in T2.2.13.4 together with copies of Letter of

		Award, Completion Certificate and written reference from client confirming appointment and successful completion of works to client's satisfaction
--	--	--

The Key Personnel Requirements.

It is a requirement of this tender that the Tenderer shall provide the Key Resources for Primary Disciplines (Item 1.1 to item 1.16 listed in the Table 2 below) and Support Resources Support Disciplines (item 2.1 to item 2.11 in the Table 2 below). The resources do not have to be in the permanent employ of the Tenderer and can be acquired for the sole purpose of this tender

The minimum number of these resources, qualification and professional registration are stated in table 2.

Tenderers not in compliance with providing these resources, the minimum number thereof and to the equivalent qualification and professional registration required to practice in Republic of South Africa (RSA) will be deemed non-responsive. The Tenderer must ensure that the country in which the engineer is registered is a signatory to one of the International Mobility Agreements like the Washington, Sydney, or Dublin Accords

As part of the returnable the tenderer must attach to T2.2.14 CV's of each Key Resource and each Support Resource in the format listed in T2.2.14. Resources must not be duplicated between Disciplines. If resources are duplicated the tenderer shall be deemed nonresponsive in having not met the minimum number of resources required per discipline

The Primary Key Resources

Table 2

<u>Item</u>	<u>Description of Resource</u>	<u>Min . No of</u>	<u>Min Experience</u>	<u>Qualification</u>	<u>Professional Registration (if applicable)</u>
1	Key Resources for Primary Disciplines				
1.1	Principal Consultant	1	Principle Lead Consultant with greater than 10 years post registration experience with a minimum of five (5) Projects which involved Pre-feasibility and Feasibility Studies, five (5) projects which involved Detail Design and three (3) projects which involved Construction Management.	BSc Eng or BSc Architecture	Pr. Eng, or Pr. Architecture
1.2	Procurement and Contract Specialist	1	Procurement and Contract Specialist with greater than 10 years experience in the Development of Procurement Strategy and Contracting Strategy for greater than and equal to (5) infrastructure related projects	BSc Eng or BEng or BTech, BA, BSC, BCom	N/A
1.3	Commercial and Regulatory Specialist	1	Commercial and Regulatory Specialist at a Senior Management level with greater than 10 years experience for greater than and equal to (5) infrastructure related projects	BSc Eng or BEng or BTech, BA, BSC, BCom	N/A
1.4	Socio Economic Specialist	1	Lead Economist with greater than 10 years experience undertaking social economic analysis of benefits for greater than and equal to five (5) Projects which required Pre-feasibility and Feasibility Studies.	B Degree in Economics	N/A
1.5	Financial Specialist	2	Financial Specialist with greater than 10 years experience in undertaking financial evaluation of infrastructure projects for greater than and equal to five (5) projects which required Pre-feasibility and Feasibility Studies.	B Degree in Accounting/Finance	N/A
1.6	Economic Specialist	2	Lead Economist with greater than 10 years experience in undertaking both social and economic analysis for infrastructure related projects for greater than and equal to five (5) Projects which required Pre-feasibility and Feasibility Studies.	B Degree in Economics	N/A
1.7	Civil/Structural	2	Lead Civil/Structural Engineer undertaking civil Structural analysis	BSc Eng or	Pr. Eng, or

	Engineering Specialist		at detail design level for greater than and equal to ten (10) projects..	BEng or BTech	Pr Tech Eng
1.8	Geotechnical Specialist	1	Lead Geotechnical Engineer undertaking geotechnical analysis at detail design level for greater than and equal to ten (10) projects.	BSc Eng or BEng or BTech or BSC	Pr. Eng, or Pr Tech Eng, or Pr. Natural Science
1.9	Transportation Specialist (including Rail)	1	Lead Transportation Engineer undertaking Transportation analysis at detail design level	BSc Eng or BEng or BTech	Pr. Eng, or Pr Tech Eng
1.10	Architectural Specialist (Urban Design)	1	Lead Architect undertaking urban Design detail design level for greater than and equal to ten (10) projects..	B.Sc. (Architecture) degree; Btech Architecture	Pr..Arch / Pr Arch Technologist
1.11	Architectural Specialist (Buildings and Structures)	1	Lead Architect undertaking building at detail design level for greater than and equal to ten (10) projects.	B.Sc. (Architecture) degree; Btech Architecture	Pr. Arch / Pr. Arch Technologist
1.12	Mechanical Specialist	1	Lead Mechanical engineer undertaking Mechanical design at detail design level for greater than and equal to ten (10) projects.	BSc Eng or BEng or BTech	Pr. Eng, or Pr Tech Eng
1.13	Electrical Specialist	1	Lead Electrical Engineer undertaking Electrical design and alternate energy Design at detail design level for greater than and equal to ten (10) projects.	BSc Eng or BEng or BTech	Pr. Eng, or Pr. Tech Eng
1.14	Infrastructure Risk Specialist	1	Lead Infrastructure Risk Specialist undertaking and facilitating risk assessments for detail design level for greater than and equal to ten (10) projects.	BSc, bachelor's degree in relevant field	N/A
1.15	Environmental and Climate Resilience Specialist	1	Lead Environmental and Climate Resilience Specialist for detail design level for greater than and equal to ten (10) projects.	BSc, bachelor's degree in relevant field,	Registered Pr. Sci Nat , Pr.Eng, Pr. Tech Eng
1.16	Quantity Surveyor	1	Lead QS on greater than and equal to ten (10) projects. Each	BSc, BEng or BTech	Pr. QS
2	Support Resources – Support Disciplines				
2.1	Scheduler	2	Min. 5 years' experience in MS Project or Primavera or other scheduling software	Any Built Environment Qualification	N/A
2.2	GIS specialist	2	Min. 5 years of GIS database experience.	Any Built Environment Qualification or Natural Science or GIS	N/A
2.3	Draftsperson Architectural	4	Draftsperson Architectural with min. of 3 years' experience	Any Built Environment Qualification or Drafting Qualification	N/A
2.4	Draftsperson Structural Civil	4	Draftsperson Structural Civil with min of three years' experience	Any Built Environment Qualification or Drafting Qualification	N/A
2.5	Support Staff Transportation	2	Support Staff Transportation Engineering min. 5 years' post professional experience	BSc Eng or BEng or	Pr. Eng, or Pr Tech Eng

	Engineering			BTech	
2.6	Support Staff Civil/Structural Engineering	2	Support Staff Civil/Structural Engineering min. 5 years' post professional experience	BSc Eng or BEng or BTech	Pr. Eng, or Pr Tech Eng
2.7	Support Staff Architectural	3	Support Staff Architectural min. 5 years' post professional experience	BSc Eng or BEng or BTech	Pr.Arch / Pr Arch Technologist
2.8	Support Staff Electrical & Mechanical	2	Support Staff Electrical & Mechanical min. 5 years' post professional experience	BSc Eng or BEng or BTech	Pr. Eng, or Pr Tech Eng
2.9	Support Staff Economics	2	Support Staff Economics min. 5 years' post professional experience	B Degree in Economics	N/A
2.10	Support Staff Financial Specialist	2	Support Staff Financial Specialist min. 5 years' post professional experience	B Degree in Commerce	CA or Actuary
2.11	Project Administration staff	4	Support Staff to entire Professional team	N/A	N/A

Preference Point System

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

Price Points

The **90/10** preference points system will be applied. The Formula used to calculate the **Price Points (max. 70)** will be according to that specified in the Employer's SCM Policy.

Preference Points

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

The Preference Points (either 20 or 10) will be derived from points claimed for **Specific Goals** as indicated in the table(s) below, according to the specified **Goal/ Category Weightings**.

- **Ownership Goal**

Goal Weighting: 80%

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

Ownership Categories	Criteria	80/20	90/10
Race: Black (w1)	Equals 0%	n/a	0
	Between 0% and 51%	n/a	1.44
	Greater or equal to 51% and less than 100%	n/a	3.6
	Equals 100%	n/a	7.2
Gender: Female (w2)	Equals 0%	n/a	0
	Between 0% and 51%	n/a	0.08
	Greater or equal to 51% and less than 100%	n/a	0.2
	Equals 100%	n/a	0.4
Disabilities (w3)	Equals 0%	n/a	0
	Between 0% and 51%	n/a	0.08
	Greater or equal to 51% and less than 100%	n/a	0.2
	Equals 100%	n/a	0.4
Maximum Goal Points:			

The **Weightings** of the **Ownership Categories** will be:

- w1 = 90%, w2=5%, w3=5% (where: w1 + w2 + w3 = 100%)

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

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

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

Goal Weighting: 20%

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

Location	80/20	90/10
Not in South Africa	n/a	0
South Africa	n/a	1
Kwa Zulu Natal	n/a	1.4
eThekweni Municipality	n/a	2
Maximum Goal Points:	n/a	

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

- CSD report

F.3.13 Acceptance of tender offer:

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

- (a) The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- (b) The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- (c) If applicable, the Tenderer is **registered**, and "**Active**", with the **Construction Industry Development Board** in an appropriate contractor grading designation.
- (d) If required to be so registered, the Tenderer is **registered and is in good standing with the compensation fund or with a licensed compensation insurer**, as applicable to the requirements of The Occupational Injuries and Diseases Act.
- (e) The Tenderer or any of its directors/ shareholders are **not listed on the Register of Tender Defaulters**, in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business with the public sector.
- (f) The Tenderer has not:
 - i) Abused the Employer's Supply Chain Management System; or
 - ii) Failed to perform on any previous contract and has been given a written notice to this effect.
- (g) The Tenderer has completed **Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire"** and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.
- (h) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations (2014), issued in terms of the Occupational Health and Safety Act (1993), the **necessary competencies and resources to carry out the work safely**.

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

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

F.3.15 Complete adjudicator's contract:

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

F.3.17 Copies of contract:

The number of paper copies of the signed contract to be provided by the Employer is **ONE (1)**. Tenderers are referred to the requirements as stated in Clause F.2.13 of the Tender Data.

T1.2.3 ADDITIONAL CONDITIONS OF TENDER**T1.2.3.1 Appeals**

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

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

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

T1.2.3.4 Functionality Specification

Functionality Evaluation is not applicable to this tender.

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

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

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

T2.2.1	Compulsory Enterprise Questionnaire	22
T2.2.2	Certificate of Attendance at Clarification Meeting/ Site Inspection	23
T2.2.3	Contracts Awarded by Organs of State in the past 5 years	24
T2.2.4	MBD 4: Declaration of Interest	25
T2.2.5	MBD 5: Declaration for Procurement Above R10 Million (if applicable)	27
T2.2.6	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations	28
T2.2.7	MBD 8: Declaration of Bidder's Past SCM Practices	30
T2.2.8	MBD 9: Certificate of Independent Bid Determination	32
T2.2.9	Joint Venture Agreements (if applicable)	35
T2.2.10	Record of Addenda to Tender Documents (if applicable)	36
T2.2.11	Declaration of Municipal Fees	37
T2.2.12	CSD Registration Report	38

Eligibility Evaluation

T2.2.13	Experience of Tenderer	39
T2.2.13.1	Reference Letters for Company	39
T2.2.13.2	List of Experts	440
T2.2.13.3	References for Financial & Economic Analysis	41
T2.2.13.4	Detail design and construction management of mega infrastructure projects	43
T2.2.14	Detail design and construction management of mega infrastructure projects	45

T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages 22 to [Error! Bookmark not defined.](#)

NOTE

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

- C1.1.1: **Form of Offer,**
- C1.2.2.2: **Data to be Provided by Contractor, and**
- C2.2: **Pricing of Schedules A & B (Time and Material).**

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

Ref	Description	Tenderer to Complete	
1.1	Name of enterprise		
1.2	Name of enterprise's representative		
1.3	Email address of representative		
1.4	Contact numbers of representative	Tel:	Cell:
1.5	National Treasury Central Supplier Database Registration number	MAAA	
1.6	VAT registration number, if any:		
1.7	CIDB registration number, if any:		
1.8	Department of Labour: Registration number		
1.9	Department of Labour: Letter of Good Standing Certificate number		

2.0 Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)			
	Full Name	Identity No.	Personal income tax No. *
2.1			
2.2			
2.3			

3.0 Particulars of companies and close corporations	
3.1	Company registration number, if applicable:
3.2	Close corporation number, if applicable:
3.3	Tax Reference number, if any:
3.4	South African Revenue Service: Tax Compliance Status PIN:

4.0	MBD 4, MBD 6, MBD 8, and MBD9 issued by National Treasury must be completed for each tender and be included as a tender requirement.
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The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

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

NAME (Block Capitals):

Date

SIGNATURE:

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

Reference is to be made to Clauses F.2.1.1(a) and F.2.7 of the Tender Data.

This is to certify that:

(entity name):

of (address):

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

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

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:

Capacity:

Capacity:

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

Name:

Signature:

Date:

T2.2.3 CONTRACTS AWARDED BY ORGANS OF STATE IN THE PAST 5 YEARS

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.4 MBD 4: DECLARATION OF INTEREST

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

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

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

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

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

3.8 Are you presently in the service of the state?

Circle Applicable

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

.....

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

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM (in terms of SCM Policy)**Reference is to be made to Clause F.3.11 of the Tender Data.**

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

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

1.0 GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.2 The applicable preference point system for this tender is the 90/10 preference point system.

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

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

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

2.0 DEFINITIONS

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

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

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

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

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

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

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

80 / 20 Points System**OR****90 / 10 Points System**

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

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

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

4.0 POINTS AWARDED FOR SPECIFIC GOALS

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

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

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black)	n/a	7.2	n/a	
Ownership Goal: Gender (female)	n/a	0.4	n/a	
Ownership Goal: Disabilities	n/a	0.4	n/a	
RDP Goal: The promotion of South African owned enterprises.	n/a	2	n/a	
Total CLAIMED Points (10 Maximum)				

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

I acknowledge that:

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

NAME (Block Capitals): _____

Date _____

SIGNATURE: _____

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

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

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

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

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

Circle Applicable	
YES	NO

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

YES	NO
-----	----

- 4.2.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

- 4.3.1 If YES, provide particulars.

.....

.....

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

YES

NO

4.4.1 If YES, provide particulars.

.....

.....

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

YES

NO

4.5.1 If YES, provide particulars.

.....

.....

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

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

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION (2 pages)

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.9 JOINT VENTURES AGREEMENTS

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

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

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

INTENT TO FORM A JOINT VENTURE

Should our submission for CONTRACT: 34236-1X be successful, a Joint Venture will be established by the parties as listed below, as an unincorporated association, with the purposes of securing and executing the Contract, for the benefit of the Members.

Proposed Joint Venture

Joint Venture Title (name):

Represented by (name):

Tel:

Lead Partner/ Member 1

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 2

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 3

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

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

T2.2.10 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.11 DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

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

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

Tenderers are to include, at the back of their tender submission, copies of the above-mentioned account's, agreements signed with the municipality, lease agreements, or official letters.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.12 CSD REGISTRATION REPORT


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

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

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

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

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

 CENTRAL SUPPLIER DATABASE FOR GOVERNMENT	Report Date:	
	Report Ran By:	

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.13 EXPERIENCE OF TENDERER

T2.2.13.1 Mandatory Requirement 1.1: The Tendering Company must be a large scale, architectural, infrastructure, engineering, and advisory practice with international presence and international experience in countries ranked in the top 50 of the latest United Nations Human Development Index (HDI)

The Tender Company must provide the following information:

References	Mandatory Evaluation	Submission by Tenderer
Project 1	Traceable Reference 1	
1.1	Provide Name of City	
1.2	Latest City's UN HDI	
1.3	Client Contact Details: Name	
1.4	email	
1.5	Phone no	
1.6	Clients Job Title:	
1.7	Name Of Project	
1.8	Date Project was awarded	
1.9	Pre-Feasibility or Feasibility Study or Both	
1.10	Population size impacted by project	
1.11	Nature of works (transportation, building etc)	
1.12	Date Project was completed	
1.13	Estimate of Construction value in 2024 terms	
1.14	Was Pre-Feasibility or Feasibility Study accepted by client	
1.15	Attach copy of Letter of Award	
1.16	Copy of completion Certificate	
1.17	Letter from Client confirming works undertake and to the satisfaction of Client	
Project 2	Traceable Reference 2	
2.1	Provide Name of City	
2.2	Latest City's UN HDI	
2.3	Client Contact Details: Name	
2.4	email	
2.5	Phone no	
2.6	Clients Job Title:	
2.7	Name Of Project	
2.8	Date Project was awarded	
2.9	Pre-Feasibility or Feasibility Study or Both	
2.10	Population size impacted by project	
2.11	Nature of works (transportation, building etc)	
2.12	Date Project was completed	
2.13	Estimate of Construction value in 2024 terms	
2.14	Was Pre-Feasibility or Feasibility Study accepted by client	
2.15	Attach copy of Letter of Award	
2.16	Copy of completion Certificate	
2.17	Letter from Client confirming works undertake and to the satisfaction of Client	

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.13.3 Mandatory Requirement 1.3: The Tendering Company must have experience in Economic and Financial Analysis for large scale infrastructure related investments.

The Tender Company must provide the following information:

References	Mandatory Evaluation	Submission by Tenderer
Project 1	Traceable Reference 1 for Economic and Financial Analysis for large scale infrastructure related investments	
1.1	Provide Name of City	
1.2	Latest City's UN HDI	
1.3	Client Contact Details: Name	
1.4	email	
1.5	Phone no	
1.6	Client Job Title:	
1.7	Name Of Project	
1.8	Date Project was awarded	
1.9	Was appointment specific to Economic and Financial Analysis for Infrastructure	
1.10	Describe Economic and Financial Analysis undertaken	
1.11	Nature of works (transportation, building etc)	
1.12	Date project was completed	
1.13	Estimate of Construction value in 2024 terms	
1.14	Was Feasibility Study accepted by client	
1.15	Attach copy of Letter of Award	
1.16	Copy of completion Certificate	
1.17	Letter from Client confirming works undertake for Economic and Financial Analysis of Infrastructure and to the satisfaction of Client	

Project 2	Traceable Reference 2 for Economic and Financial Analysis for large scale infrastructure related investments	Submission by Tenderer
2.1	Provide Name of City	
2.2	Latest City's UN HDI	
2.3	Client Contact Details: Name	
2.4	email	
2.5	Phone no	
2.6	Client Job Title:	
2.7	Name Of Project	
2.8	Date Project was awarded	
2.9	Was appointment specific to Economic and Financial Analysis for Infrastructure	
2.10	Describe Economic and Financial Analysis undertaken	
2.11	Nature of works (transportation, building etc)	
2.12	Date project was completed	
2.13	Estimate of Construction value in 2024 terms	
2.14	Was Feasibility Study accepted by client	
2.15	Attach copy of Letter of Award	
2.16	Copy of completion Certificate	
2.17	Letter from Client confirming works undertake for Economic and Financial Analysis of Infrastructure and to the satisfaction of Client	

Project 3	Traceable Reference 3 for Economic and Financial Analysis for large scale infrastructure related investments	Submission by Tenderer
3.1	Provide Name of City	
3.2	Latest City's UN HDI	
3.3	Client Contact Details: Name	
3.4	email	
3.5	Phone no	
3.6	Client Job Title:	
3.7	Name Of Project	
3.8	Date Project was awarded	
3.9	Was appointment specific to Economic and Financial Analysis for Infrastructure	
3.10	Describe Economic and Financial Analysis undertaken	
3.11	Nature of works (transportation, building etc)	
3.12	Date project was completed	
3.13	Estimate of Construction value in 2024 terms	
3.14	Was Feasibility Study accepted by client	
3.15	Attach copy of Letter of Award	
3.16	Copy of completion Certificate	
3.17	Letter from Client confirming works undertake for Economic and Financial Analysis of Infrastructure and to the satisfaction of Client	

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.13.4 Mandatory Requirement 1.4: The Tendering Company must have experience in detail design and construction management of mega infrastructure projects.

The Tender Company must provide the following information:

References	Mandatory Evaluation	Submission by Tenderer
Project 1	Traceable Reference 1 for detail design and construction management of mega infrastructure projects.	
1.1	Name of Project	
1.2	Client Contact Details: Name	
1.3	email	
1.4	Phone no	
1.5	Client Job Title:	
1.6	Date Project was awarded	
1.7	Confirmation that Tender was the Lead Consultant for Detail Design and Construction Documentation	
1.8	Confirmation that Tender was the Lead Consultant for Construction Management on behalf of the Client	
1.9	Estimate of Construction value in 2024 terms	
1.10	Nature of mega project works (eg stadia, F1 circuit, energy , transportation)	
1.11	Date works were completed	
1.12	Attach copy of Letter of Award	
1.13	Copy of completion Certificate	
1.14	Letter from Client confirming works undertake for Detail Design, Construction Documentation, Construction Management and to the satisfaction of Client	
Project 2	Traceable Reference 2 for detail design and construction management of mega infrastructure projects.	
2.1	Name of Project	
2.2	Client Contact Details: Name	
2.3	email	
2.4	Phone no	
2.5	Client Job Title:	
2.6	Date Project was awarded	
2.7	Confirmation that Tender was the Lead Consultant for Detail Design and Construction Documentation	
2.8	Confirmation that Tender was the Lead Consultant for Construction Management on behalf of the Client	
2.9	Estimate of Construction value in 2024 terms	
2.10	Nature of mega project works (eg stadia, F1 circuit, energy , transportation)	
2.11	Date works were completed	
2.12	Attach copy of Letter of Award	
2.13	Copy of completion Certificate	
2.14	Letter from Client confirming works undertake for Detail Design, Construction Documentation, Construction Management and to the satisfaction of Client	

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.14 KEY RESOURCES AND SUPPORT RESOURCES

The tender must attach to this page ALL CV's of Key Resources Primary Disciples and Key Resources Support Disciples. Where the required number of resources is stated, the Tenderer must provide for each of those resources. Either failing to provide all CV's and/or duplicating CV's between/within Primary and Support resources will be deemed as non-responsive, and the tenderer will be disqualified

The tenderer is to ensure that all CV's contain the following information as indicated in the list below.

1. Identify the Role that the resource will play on this Project as outlined in F3.11 "Mandatory Key Personnel Requirements."
2. Confirm that the resource is permitted to practice as a professional in the Republic of South Africa (RSA)
3. Name and Surname of Resource:
4. Nationality
5. RSA ID Number or Passport Number
6. Gender
7. Job Title
8. Dated Professional Registration Number Certificate
9. Name of Professional Body accountable for oversight of Profession
10. Number of years' experience post professional registration.
11. Project Experience
 - a. List each Project requested and for each project provide Project Name, Contract Value, Construction value, start and finish dates and Client contact details.
12. Attach certified copies of all Tertiary Qualifications, Professional Registration and identification documents.

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

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

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

Contract No: **34236-1X**

Contract Title: **Appointment of a Professional Services Provider from a large scale, Architectural, Infrastructure, Engineering and Advisory Practice to Undertake the Strategic Project Development and Packaging Programme (SPDPP) for the WOZA Basket Programme (an Inner-City Regeneration Programme) of the eThekweni Metropolitan Municipality.**

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

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

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

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

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

For the Tenderer:

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

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

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

Capacity (of Signatory) :

Address :

:

Witness:

Signature :

Name(in capitals) : :

Date :

Notes:

*** Indicates what information is mandatory.**

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

C1.1 : FORM OF OFFER AND ACCEPTANCE**C1.1.2 : FORM OF ACCEPTANCE****This Form will be completed by the Employer**

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

The terms of the contract are contained in:

- Part C1 : Agreement and Contract Data, (which includes this Agreement)
- Part C2 : Pricing Data, including Provisional Hours for Stage 1 and Stage 2
- 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 Service Provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

C1.1 : FORM OF OFFER AND ACCEPTANCE
C1.1.3 : SCHEDULE OF DEVIATIONS

This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER

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

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

FOR THE TENDERER

FOR THE EMPLOYER

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

C1.2 : CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

The Employer is the eThekweni Municipality as represented by : Project Executive: **Office of the Executive Director (OPM)**

3.4 & The authorised and designated representative of the Employer is: Mr **Lungelo Buthelezi**

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

- Telephone : **031 311 6785**
- Fax : **N/A**
- e-mail : Lungelo.Buthelezi@durban.gov.za

The address for the Receipt of communications is: **Enter Information**

1 The Project is : **34236-1X**
: **Appointment of a Professional Services Provider from a large scale, Architectural, Infrastructure, Engineering and Advisory Practice to Undertake the Strategic Project Development and Packaging Programme (SPDPP) for the WOZA Basket Programme (an Inner-City Regeneration Programme) of the eThekweni Metropolitan Municipality.**

1 Period of Performance : twenty five (25) months

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

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

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

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

3.12 The penalty per Day payable is : **R 10 000** subject to a maximum amount of **R 2 000 000**.

3.15.1 The programme shall be submitted within **28 Days** of the award of the Contract.

3.15.2 The Service Provider shall update the programme at intervals not exceeding **three (3) months**.

3.16 The time-based fees shall be adjusted for inflation.

- 3.16.2 The indices are those contained in **Table A of P0141 Consumer Price Index** for “CPI for services” Published by Statistics South Africa.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount of : **R 10 million**.
- 5.5 The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:
1. engaging with parties not in the employ of the eThekweni Metropolitan Municipality
- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule. the Service Provider shall divide the Personnel Schedule into; FIDPM Stage 1 - Initiation Stage and FIDPM Stage 2 - Concept Stage
- 8.1 The Service Provider is to commence the performance of the Services within Thirty **(30) Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when : **all contractual scope of services/works has been delivered and accepted by the City Manager**
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **four (4) months**
- 9.1 Copyright of documents, prepared for the Project shall vest with the Employer
- 11.1 A Service Provider may subcontract any work which he has the skill and competency to perform.
- 12.1 Interim settlement of disputes is to be by **Mediation**
- 12.2/3 Final settlement is by **Adjudication**
- 12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by : **Association of Arbitrators**
- 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R 10 million**.
- 13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within **five (5) years** from the date of termination or completion of the Contract.
- 13.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to **the full cost of the event or claim**
- 13.6 The provisions of 13.6 do not apply to the Contract.
- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

The additional conditions of contract are:

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

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

C1.2.3.2 **RETENTION**

For consultant services in respect of construction contracts, 10% retention will be applied until the provision and acceptance of the final "Concept" drawings.

C1.2.3.3 **SUB CONTRACTING INITIATIVE**

It is a condition of contract that the Professional Service Provider / Civil Engineering Consultant must allow for a minimum of 10% of the contract value (excluding PC Sum and Fixed Cost allowances) to be subcontracted to persons who are >51% Black owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

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

C1.2.3.4 **CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)**

The Tenderer shall in the performance of this tender achieve the Contract Skills Development Goal (CSDG) established in the cidb Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.48491 of April 2023.

This standard establishes a minimum contract skills development goal to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities, linked to work associated with a contract culminating in or leading to:

- a) a part or full occupational qualification registered on the National Qualification Framework;
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012)
- c) a national diploma registered on the National Qualification Framework; and
- d) registration in a professional category by one of the professional bodies listed in the standard

Tenderers are responsible for achieving the contract skills development goals (CSDG) on this contract. There are no returnable for this tender notwithstanding the Employer shall provide the proforma documents that shall be completed by the successful tenderer after award of the contract.

The Contractor shall determine the Contract Skills Development Goal (CSDG), expressed in Rands, which shall not be less than the tender sub-total multiplied by a CSDG (%) given in Table 2 of the Standard for the applicable class of construction works.

For the purpose of this tender the CSDG (%) shall be 0.25% and shall be applied to Method 3 and 4 as per the Standard provided the CSDG is achieved.

The Tenderer shall provide three (3) candidates for method 3 and five (5) candidates for Method 4.

C1.2.2.2 DATA TO BE PROVIDED BY THE SERVICE PROVIDER

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

1 The Service
Provider is:

.....

Address :

.....

.....

Telephone : Fax :

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

Name :

The address for receipt of communications is:

Address :

.....

.....

Telephone : Fax :

E-Mail :

1 The Period of Performance is :

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

Name :

Specific Duties :

Name :

Specific Duties :

PART C2 : PRICING DATA
C2.1 : PRICING INSTRUCTIONS

- C 2.1.1 The Service Provider is required to provide all the services necessary (incl. disbursement) to undertake the project requirements in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of subcontractors / sub consultants.
- C 2.1.2 The Currency used for this contract shall be the South Africa Rand (ZAR) noting that:
- C 2.1.2.1 for foreign currencies the exchange rate value of the ZAR shall be fixed, using the exchange rate displayed on the South Africa Reserve Bank webpage, as at the closing time of the compulsory tender brief session for this tender and the value of the exchange rate shall be endorsed on the Tender Briefing Attendance form for each attending tenderer by the duly appointed representative of the Client
- C 2.1.2.2 the successful tenderer can claim an adjustment to the contract rates (in ZAR) on the annual anniversary of the contract as measured from the date on the Letter of Award and in terms of the Contract Data Clause 3.16.2
- C 2.1.2.3 No claim and/or adjusted is permitted to the fixed currency exchange rate as determined in C2.1.2.1 above after the closing of the Compulsory Site briefing session
- C 2.1.3 The successful tenderer shall submit monthly progress claims by email to the delegated client representative who shall verify the correctness thereof and if the claim is valid request that the successful tenderer submit an invoice for payment purposes. In so far as this process is concerned the successful tenderer shall:
- C 2.1.3.1 prepare a standard claim form for Schedules A and B which shows the total hours allocated for each resource, the hours claimed to date and hours remaining
- C 2.1.3.2 ensure that each invoice issued bears the Contract Number, the eThekweni VAT Number, has a sequential invoice number and is addressed to the eThekweni Metropolitan Municipality for attention by the Project Executive. Each invoice must have a copy of the Letter of Award attached
- C 2.1.4 The Tenderer must provide a rate for every resource shown on schedules A and B (Time and Material all inclusive cost)
- C 2.1.5 The Tenderer does not have to include costs for venues for workshops as these will be provided by the Client
- C 2.1.6 The Tenderer shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.48491 of April 2023. To prevent a tender being non-responsive, the Tenderer shall take note of the required CSDG percentage (%) as prescribed in Schedules A and B

C2.2 : PRICING SCHEDULE

- C 2.2.1 For the purposes of this appointment the tenderer must provide rates for all resources described in Schedules A and B.
- C 2.2.2 To ensure consistency in evaluating the price, the quantity of hours per resource, the number of primary resources and the number of support resources has been provisionally allocated per Schedule.
- C 2.2.3 The envisage duration per Schedule is;
- C 2.2.3.1 Nine (9) months for Schedule A (Initiation Stage),
- C 2.2.3.2 Sixteen (16) months for Schedule B (Concept Stage)
- C 2.2.4 The tenderer must familiarise themselves with the Scope of Services required per Schedule as outlined in Part C3 Scope of Works of this document.
- C 2.2.4 The tender shall include in the costs for; C3.2.2.2.1, C3.2.2.2.2, C3.2.2.2.3 and C3.3.6 as shown on table ***“Total of Rates Based Schedules A and B to be carried over to Offer and Acceptance Form”***

Rates Based Schedule A: Initiation Stage

Item	Description of Resource	Min. No of	Unit	Quantity (Hr)	Rate (R/Hr)	Amount (R.c)
1	Key Resources – Primary Disciplines					
1.1	Principle Consultant	1	Hr	960		R
1.2	Procurement and Contract Specialist	1	Hr	480		R
1.3	Commercial and Regulatory Specialist	1	hr	480		R
1.4	Socio Economic Specialist	1	Hr	640		R
1.5	Financial Specialist	2	Hr	640		R
1.6	Economic Specialist	2	Hr	640		R
1.7	Civil/Structural Engineering Specialist	2	Hr	480		R
1.8	Geotechnical Specialist	1	Hr	480		R
1.9	Transportation Specialist (including Rail)	1	Hr	480		R
1.10	Architectural Specialist (Urban Design)	1	Hr	720		R
1.11	Architectural Specialist (Buildings and Structures)	1	Hr	720		R
1.12	Mechanical Specialist	1	Hr	400		R
1.13	Electrical Specialist	1	Hr	400		R
1.14	Risk Specialist	1	Hr	560		R
1.15	Environmental and Climate Resilience Specialist	1	Hr	560		R
1.16	Quantity Surveyor	1	Hr	560		R
2	Support Resources – Support Disciplines					
2.1	Scheduler	1	Hr	320		R
2.2	GIS specialist	2	Hr	480		R
2.3	Draftsperson Architectural	4	Hr	560		R
2.4	Draftsperson Structural Civil	4	Hr	560		R
2.5	Support Staff Transportation Engineering	2	Hr	480		R
2.6	Support Staff Civil/Structural Engineering	2	Hr	480		R
2.7	Support Staff Architectural	2	Hr	560		R
2.8	Support Staff Electrical & Mechanical	2	Hr	480		R
2.9	Support Staff Economics	2	Hr	560		R
2.10	Support Staff Financial Specialist	2	Hr	560		R
2.11	Project Administration staff	4	Hr	160		R
3	Add 20% Provision for disbursements	N/A	N/A	N/A	N/A	R
TOTAL for Initiation Stage EXCLUDING VAT						R
VAT						R
the required CSDG percentage (0.25%)						R
TOTAL for Initiation Stage INCLUDING VAT						R

CARRY FORWARD TO TOTAL TABLE

NAME :

(Block Capitals)

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

DATE:

Rates Based Schedule B: Concept Stage

Item	Description of Resource	Min. No of	Unit	Quantity (Hr)	Rate (R/Hr)	Amount (R.c)
1	Key Resources – Primary Disciplines					
1.1	Principle Consultant	1	Hr	960		R
1.2	Procurement and Contract Specialist	1	Hr	640		R
1.3	Commercial and Regulatory Specialist	1	hr	640		R
1.4	Socio Economic Specialist	1	Hr	800		R
1.5	Financial Specialist	2	Hr	800		R
1.6	Economic Specialist	2	Hr	800		R
1.7	Civil/Structural Engineering Specialist	2	Hr	640		R
1.8	Geotechnical Specialist	1	Hr	640		R
1.9	Transportation Specialist (including Rail)	1	Hr	640		R
1.10	Architectural Specialist (Urban Design)	1	Hr	640		R
1.11	Architectural Specialist (Buildings and Structures)	1	Hr	640		R
1.12	Mechanical Specialist	1	Hr	480		R
1.13	Electrical Specialist	1	Hr	480		R
1.14	Risk Specialist	1	Hr	480		R
1.15	Environmental and Climate Resilience Specialist	1	Hr	960		R
1.16	Quantity Surveyor	2	Hr	480		R
2	Support Resources – Support Disciplines					
2.1	Scheduler	2	Hr	480		R
2.2	GIS specialist	2	Hr	480		R
2.3	Draftsperson Architectural	4	Hr	960		R
2.4	Draftsperson Structural Civil	4	Hr	960		R
2.5	Support Staff Transportation Engineering	2	Hr	640		R
2.6	Support Staff Civil/Structural Engineering	2	Hr	640		R
2.7	Support Staff Architectural	3	Hr	640		R
2.8	Support Staff Electrical & Mechanical	2	Hr	640		R
2.9	Support Staff Economics	2	Hr	640		R
2.10	Support Staff Financial Specialist	2	Hr	640		R
2.11	Project Administration staff	4	Hr	320		R
2.12	Environmental Assessment Practitioner	1	Hr	960		R
3	Add 20% Provision for disbursements	N/A	N/A	N/A	N/A	R
TOTAL for Concept Stage EXCLUDING VAT						R
the required CSDG percentage (0.25%)						R
VAT						R
TOTAL for Concept Stage INCLUDING VAT						R

CARRY FORWARD TO TOTAL TABLE

NAME : (Block Capitals)

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

Total of Rates Based Schedules A and B to be carried over to Offer and Acceptance Form

Item	Stage Description	Total (Excluding VAT)	Total (Including VAT)
1	Schedule A – Initiation Stage		
2	Schedule B – Concept Stage (including EAP)		
Item	Provisional Sums		
C3.2.2.2.1	Building Information Model		5,000,000.00
C3.2.2.2.2	3D Visualisation Model and Fly-Through Video:		3,000,000.00
C3.2.2.2.3	Physical Scale Model		1,500,000.00
Item	Study Tours, Benchmarking and Knowledge Exchange Clause		
C3.3.6	As outlined in Clause 3.3.6		5,000,000.00
3	TOTAL		

CARRY TO FORM OF OFFER AND ACCEPTANCE

NAME : (Block Capitals)

SIGNATURE : DATE:

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

PART C3 : SCOPE OF WORK

C3.1 BACKGROUND

The Woza Basket Economic Recovery programme (WOZA Basket Workstream), within the Inner-City Regeneration Portfolio, aims to rejuvenate and catalyse economic growth within the eThekweni Metropolitan Municipality. The Inner-City Regeneration Portfolio comprises of fourteen Programmes (Workstreams) with the Woza Basket Economic Recovery programme being Workstream Thirteen (13). This initiative plays a pivotal role in revitalizing urban spaces and fostering economic growth in our city.

The WOZA basket workstream is complementary with other Workstreams in terms of:

1. **Public Realm Management:** The Woza Basket workstream initiative aligns with efforts to enhance the public realm by creating designated trading zones that integrate seamlessly with surrounding urban spaces, promoting orderly and aesthetically pleasing environments.
2. **Transportation and Accessibility:** Accessible trading spaces provided by the Woza Basket workstream contribute to the accessibility of goods and services within the inner city, complementing transportation initiatives aimed at improving mobility for residents and visitors.
3. **Social Housing and Community Development:** Supporting informal traders through the Woza Basket initiative strengthens local economies and fosters vibrant communities, aligning with broader goals of social housing and community development within the regeneration programme.
4. **Safety and Security Management:** Well-managed trading spaces created under the Woza Basket initiative contribute to a sense of safety and security in the inner city, fostering trust and cooperation among traders, residents, and law enforcement agencies.

The WOZA Basket workstreams overarching economic and social objectives are aimed at improving the eThekweni Municipality's organisational performance by:

1. playing a pivotal role in revitalizing urban spaces and fostering economic growth in the city
2. establishing a sustainable and prosperous economy that fosters job creation,
3. attracting investment both locally and internationally, and
4. enhancing the overall well-being of all residents with the eThekweni Metropolitan region.

A comprehensive presentation outlining the WOZA Basket high-impact economic projects for national and international investment attraction has been included as an Annexure to this document. This presentation shall be presented at the Compulsory Tender Briefing.

The eThekweni Municipality is committed to the National Treasury's, Framework for Infrastructure Delivery and Procurement Management (FIDPM) and as part of the eThekweni Municipality's Budget Reform Process (Strategy Led Budget), has adopted the National Treasury's City's Infrastructure Development Management System (CIDMS) guideline.

The eThekweni Municipality has structured the WOZA Basket workstream as a programme so as to benefit from the potential for achieving significant economies of scale by spreading the cost of common aspects or components which are of a repetitive nature within the each projects across a programme. These potential economies of scale include:

- spreading the cost of standard designs over the ten projects thereby reducing the cost per project in terms of the design services.
- grouping projects together for procurement processes, to reduce the procurement cost per project.

- the development of management, supervision, monitoring and reporting processes and systems across the ten projects, thereby reducing the cost of developing these processes and systems per project.
- developing a single business plan for the programme, thereby reducing the cost of planning per project.
- using the continuity of work across the programme to implement more sustainable capacity building, training, or development programmes to staff of the various units of the eThekweni municipality and spreading the cost of developing such training and development programmes across the seven projects.

These economies of scale ensure thorough and effective planning, decision making and execution of the WOZA basket workstream than would be possible for individual projects due to its cost

As indicated previously the eThekweni Municipality shall undertake the eThekweni's Woza Basket of Economic Recovery Programme through the context of the FIDPM and CIDMS and thus ensure that the Basket of Projects supports quality public investments through robust project appraisal, effective project development and execution and sustainable financing arrangements. However, the eThekweni municipality does not currently have the skill sets within the organisation to undertake such a programme.

Therefore, the eThekweni Municipality wishes to appoint a Professional Services Provider from a large scale, architectural, infrastructure, engineering and advisory practice to complete the; FIDPM Stage 1 – Initiation Stage and FIDPM Stage 2 – Concept Stage for the Proposed eThekweni Woza Basket of Economic Recovery Programme.

C3.2 EMPLOYER'S OBJECTIVES

The primary objective of appointing a large-scale Professional Service Provider is to ensure that there is a singular, high performance, experienced multi-disciplinary professional team that can drive and achieve the delivery of the WOZA Basket's ten projects as "investment ready" projects within a period of twenty five months (25) months.

The eThekweni Municipality's aims to achieve the following milestones through this appointment:

1. The Initiation Stage (Pre-Feasibility Stage) of the WOZA Basket is to be completed within nine (9) months of appointment with the strategic needs of the Client documented, high level cost benefit analysis, high level financial and economic viability assessed, and various high-level options prepared including the review of the Current Inner-City Regeneration Strategy/s
2. The Concept Stage (Feasibility Stage) of the WOZA Basket is to be completed within sixteen (16) months. It is critical at this stage that the successful tenderer provide the city with a clear understanding of cost and schedule of the WOZA Basket Programme and how the WOZA Basket programme can be packaged into various investments viable options e.g. done works internally, undertaken traditional SCM processes and/or apply more radical approaches such as; Public-Private Partnerships (PPPs), Design-Finance-Build-Operate-Transfer (DFBOT), Build-Operate-Transfer (BOT), Design-Build-Operate (DBO), Equity Partnerships etc. This is the stage at which the city can determine the funding requirements and consequences of the WOZA Basket Programme before commencing to FIDPM Stage 3 (NOT PART OF THIS APPOINTMENT).

3. Develop and present a comprehensive marketing and promotions plan that is align with the City's broader strategic objectives and will position the Inner-City Regeneration Programme and showcase the programme at local and international platforms / events.

C3.2.1 Deliverable Standard – Bankable and Feasible Woza Basket Projects

C3.2.1.1 Purpose

The Purpose of this clause is to define the mandatory standard of deliverability for all projects under the "Woza Basket" initiative. The appointed Service Provider is required to develop and deliver each project to a "Bankable" and "Feasible" status, ensuring they are technically sound, financially viable, and structured to comply with municipal supply chain management (SCM) and MFMA requirements to secure internal budget allocation or external financing.

C3.2.1.2 Definition of Deliverable Standard

For the purposes of this Appointment, a "Bankable and Feasible Project" shall mean a Woza Basket project that meets the following exhaustive criteria, as demonstrated through the submitted deliverables:

1. Feasibility Requirements

The Service Provider must demonstrate comprehensive feasibility through a detailed Feasibility Study for each project, which must include, but not be limited to, the following validated components:

- a. Technical Feasibility: Proven technology selection, preliminary engineering designs, achievable implementation timelines, and identification of suitable implementation methodologies that comply with municipal SCM policies.
- b. Commercial Feasibility: Evidence of sustainable community demand and socio-economic benefit, a clear public service justification, and a viable operational strategy. For revenue-generating projects, evidence of sustainable market demand and a clear pricing strategy must be included.
- c. Legal & Regulatory Feasibility: Confirmation of compliance with all applicable legislation, including the Municipal Finance Management Act (MFMA), Municipal Systems Act, PPPFA, and environmental regulations (NEMA). A detailed plan for securing all required permits, approvals, and council resolutions must be included.
- d. Socio-Economic Feasibility: An assessment of the project's impact on local economic development, job creation, skills transfer, and social upliftment, aligned with the Municipality's Integrated Development Plan (IDP).

2. Bankability Requirements

The Feasibility Study must be elevated to a **Bankable Feasibility Study (BFS)** standard. The Service Provider must provide conclusive evidence of bankability, including:

- a. Financial Modelling: A robust, auditable, and conservative financial model projecting full life-cycle costs, including capital expenditure (CAPEX), operating expenditure (OPEX), and revenue (if applicable) for a minimum of 10 years, in line with MTEF budgeting.
- b. Financial Metrics & Viability: The project must demonstrate financial sustainability through key metrics, including:
 - i. A Cost-Benefit Analysis (CBA) showing a positive net benefit to the municipality and its residents.
 - ii. For cost-recovery or revenue-generating projects, a Debt Service Coverage Ratio (DSCR) of not less than 1.25x.
 - iii. For projects seeking internal funding, a clear justification of affordability within the Medium-Term Expenditure Framework (MTEF).

- iv. A full lifecycle cost analysis comparing the proposed solution to alternatives.
- c. Funding Strategy: A clear recommendation for the optimal funding mechanism (e.g., municipal budget, grant funding, public-private partnership) that complies with the MFMA and municipal SCM policy.
- d. Risk Mitigation: A thorough risk register identifying all material risks (e.g., political, regulatory, construction, operational, community acceptance) with a detailed and costed mitigation plan for each, including specific strategies for managing demand risk and operational risk.

C3.2.1.3 Service Provider Deliverables

To evidence compliance with this clause, the Service Provider shall deliver, for each Woza Basket project, the following:

1. A comprehensive **Bankable Feasibility Study (BFS)** report that addresses all elements outlined in sections **C3.2.1.1.1 (1)** and **C3.2.1.1.1 (2)**, formatted to serve as a motivation for Council approval.
2. An **Executive Summary** suitable for presentation to the Municipal Executive Committee, Council, and potential external funders.
3. A complete and fully functional **Financial Model** in electronic format (e.g., Microsoft Excel) with all assumptions clearly documented, formulas unlocked, and sensitivity analysis included.

C3.2.1.4 Acceptance Criteria

The deliverables for each Woza Basket project under this Appointment will be deemed accepted only upon written confirmation by eThekweni Municipality's City Manager that the BFS comprehensively and satisfactorily addresses all criteria defined in **C3.2.1.1.1 (1)** and **C3.2.1.1.1 (2)**, of this clause, including compliance with all relevant legislation and municipal policies. The final authority on the acceptance of the bankability status rests with eThekweni Municipality.

C3.2.1.5 Consequence of Non-Compliance

Projects that fail to achieve bankable and feasible status as defined herein shall not be considered complete. The Service Provider will be required to undertake necessary remedial work, at no additional cost to eThekweni Municipality, to bring the project deliverables to the required standard. This remedial work will be performed within the original agreed duration or as otherwise negotiated.

C3.2.2 Visualisation Deliverables

C3.2.2.1 Purpose

To ensure complete stakeholder understanding, design validation, and seamless integration into the urban environment, all Woza Basket projects must be developed with high-fidelity visualisation tools. These deliverables are a non-negotiable component of achieving Bankable and Feasible status, serving as critical tools for public engagement, Council motivation, and technical verification.

C3.2.2.2 Required Visualization Deliverables

The Service Provider shall be responsible for the creation and delivery of the following visualisation assets for each Woza Basket project. All outputs shall become the sole property of eThekweni Municipality upon final delivery and payment.

1. Building Information Model (BIM):

- a. **Standard:** A full, federated **BIM Model** at a Level of Development (LOD) 300 (Detailed Design) or as specified for each project.

- b. **Content:** The model must contain all architectural, structural, mechanical, electrical, and plumbing (MEP) components, as well as geospatial and topographical data for the project site and immediate context.
- c. **Format:** Deliverables must include the original native authoring files (e.g., .RVT, .DWG) and all necessary files in open, non-proprietary formats (e.g., .IFC, .COBie) for long-term archival and use by the Municipality.
- d. **Use:** For clash detection, cost estimation, lifecycle management, and as the single source of truth for the project's design data.

2. 3D Visualisation Model and Fly-Through Video:

- a. **Standard:** A high-resolution, photorealistic 3D visualisation model derived from the BIM model, suitable for real-time rendering and public presentation.
- b. **Video Deliverable:** A minimum 3-minute high-definition (1920x1080) fly-through video. The video must:
 - i. Begin with a wide-angle context shot locating the project within eThekweni Municipality.
 - ii. Clearly illustrate the scale, design, and architectural intent of the proposed scheme.
 - iii. Showcase key vantage points, pedestrian experiences, and integration with existing infrastructure.
 - iv. Include simple, clear animated titles and a neutral, professional voice-over and/or subtitles in English and isiZulu.
 - v. Be delivered in MP4 format.
- c. **Use:** For public participation meetings, website content, presentations to Council and potential investors, and environmental impact assessment processes.

3. Physical Scale Model:

- a. **Standard:** A professionally crafted, durable physical scale model for each project.
- b. **Scale:** The model shall be built to a standard scale of 1:500 for urban-scale projects or 1:200 for building-specific projects, unless otherwise agreed in writing with the Municipality's Project Manager.
- c. **Detail:** The model must accurately represent the massing, design, and major architectural features of the proposed scheme. It must be presented on a base that includes the immediate surrounding context (roads, existing significant buildings, topography).
- d. **Use:** For permanent display in public engagement offices (e.g., City Planning), presentations to Council and Executive Committee, and major public exhibitions.

C3.2.2.3 Integration with Feasibility and Acceptance

- a. The development of these visualisation deliverables shall run concurrently with the Feasibility Study and shall be used to validate design assumptions and spatial planning outlined in the Technical Feasibility report (**C3.2.1.1.1 (1)** of the Bankability Clause).
- b. Final Acceptance of the overall Bankable Feasibility Study is contingent upon the successful delivery and approval of all visualisation deliverables listed in this clause.

C3.2.2.4 Provisional Sum - Visualisation Models

The Service Provider shall submit 3 quotations for client approval for deliverables under this scope of works:

- a. Creation, production, and delivery of these visualisation deliverables in their project proposal.
- b. Ensure all models and videos are accurate reflections of the final proposed design at the time of delivery.
- c. Liaise with the Municipality's designated official for approval of the video script and voice-over text prior to recording and production.
- d. Arrange for the secure transport and installation of the physical model at a location designated by eThekweni Municipality.

C3.3 SCOPE OF WORKS

Additive and supplementary to the above, it is expected of this appointment that the Professional Service Providers that tender for these works are leaders in the built environment sectors and would therefore apply their duty of care, professional judgement and experience in familiarizing themselves with the requisite legislation regulatory, policies, procedures, practices etc required to operate and provide professional services within the built environment sector of the Republic of South Africa

The Client primary driver is to have the WOZA Basket as “investor ready” at the completion of FIDPM Stage 2 ie ready for the EMM to communicate and attract external stakeholders the quantum and extent of the opportunities available in the city.

As part of this appointment the Client has assigned provisional hours over two stages for which pricing is required as part of the evaluation process. These are outlined in Schedules A and B.

A high-level proposed Scope of Services required by the Client of the Professional Service Provider per Schedule is outlined hereafter:

C3.3.1 Initiation Stage (Pre-Feasibility Stage)

C3.3.1.1 Within one (1) week of receiving the Letter of Appointment from the eThekweni Supply Chain Management (SCM) and after completing all requisite requirements thereof, the **successful PSP must Facilitate an In-Person Workshop** with the internal stakeholders i.e. programme Sponsor (City Manager) and the eThekweni team, with the intent of:

- ii) identifying the problems been solved by the WOZA programme and the Strategic objectives,
- iii) to unpack and document the primary objectives of the eThekweni's Woza Basket of Economic Recovery programme
- iv) to aid the PSP in identifying the indirect and direct impacts of these interventions and for the PSP to understand the boundary limits as set by the Programme Sponsor and the eThekweni programme team especially in terms of; Procurement Strategy, long term liabilities and continued participation etc.,
- v) Enabling the PSP to gather information is regards to developing the high-level Work Breakdown Structure for the programme and to verify any other strategic alignments to other projects / programmes in the current MTREF and/or outer years,
- vi) Enabling the identification of external stakeholders by the eThekweni programme team and to agree with the Programme Sponsor on the method of interaction with external stakeholders during this appointment,
- vii) Allowing the PSP to outline to the Programme Sponsor any preliminary and best practice methodologies to mitigate and pre-empt possible areas of concern that external and internal stakeholders may have in terms of varying interests and aspirations for the proposed programme
- viii) Allowing the eThekweni Programme team insight into developing the conditions for the Gate Review and Procurement review of the Project Processes in terms of the FIDPM.
- ix) The PSP shall within one (1) week of the completion of the Workshop present for review and approval a draft execution programme for the FIDPM Stage 1 and the FIDPM Stage2

C3.3.1.2 Develop and Undertake an analysis of all realistic options for each of the projects in the Basket of Projects that lists/presents all the possible solutions that could alleviate the identified need. These options must be analysed at a high level (desktop with expert opinion) on their, technical, financial, economic, environmental, and social viability. This assessment must deliver a shortlist of a few preferred options (two or three per project in the Basket of Projects). It is

critical that fatal flaws, if any, are identified and presented to the Programme Sponsor

- C3.3.1.3 Undertake an analysis of the new infrastructure investment within the WOZA Basket with realistic estimations of the current and future demand. The PSP may use local and international case studies to contextualize this assessment in terms of financial, economic and social returns. The PSP should use this assessment to determine infrastructure where demand can already be observed or confidently predicted and which should be prioritized, as the project may already be overdue. The eThekweni municipal region faces supply constraints particularly in electricity, water, transport (congestion of trucks, public transport etc) and port facilities. The demand assessment must look at identifying these potential indicators of growing demand and advise whether the Basket of Projects can unlock these constraints.
- C3.3.1.4 Undertake a high-level financial analysis for each of the options determined for the projects in the WOZA Basket to determine the viability of the project. All assumptions applied to project future values need to be sound, justifiable, and referenced by the PSP. The PSP can apply the Net Present Value (NPV) or the Internal Rate of Return (IRR). The PSP must define and prescribe the project prioritization methodology and advise how the funding gap, if any, will be gauged and mitigated. (The PSP will conduct detailed financial assessment for the selected options in the Concept Stage)
- C3.3.1.5 Conduct a high-level economic assessment of the options developed by means of a Cost Benefit Analysis (CBA). As this proposed investment may involve both public and private funds, the CBA must include a societal point of view (national perspective) and an economic point of view. This will require the PSP to monetize all impacts that affect citizens in the economic analysis and in the CBA construction. The PSP must ensure that the CBA takes all the direct economic, social and environmental impacts and externalities (eThekweni load shedding, current user/operator models, water disruptions, sewage upgrade, spatial alignment) into account. The PSP will be accountable for determining how the results of the CBA are reported and how a viable project is prioritized from all the options. This methodology must be discussed and agreed with the Programme Sponsor prior to use. Likewise, the PSP must outline how the PSP intends incorporating the Cost-Effectiveness assessment of the Basket of Projects into the process of evaluation. The PSP must ensure that the CBA measures costs realistically and states the source from which the data is obtained. The PSP must ensure that:
- costs are full lifecycle costs that include maintenance,
 - ensure contingencies are included as well as costs to cover potential operational risks,
 - best practice references are used to compare cost estimates and/or the PSP uses similar projects that the PSP may have undertaken nationally or internationally
- C3.3.1.6 The PSP will conduct detailed assessment for selected options in the Concept Stage.
- C3.3.1.7 Undertake a high-level Economic Impact Assessments to identify which sectors will win and which ones will lose, where job creation will occur and where jobs will be lost.
- C3.3.1.8 The PSP must compile a legal and regulatory due diligence report that confirms that the Basket of Projects and their options, are compliant with all legislative and regulatory requirements, have identified all associated risks and obligations that could increase costs or decrease benefits, can ensure that there are no external impediments to implementation and identify the extent of works/approvals and resource capabilities required to address compliance (eg PPP structures

and approvals).

- C3.3.1.9 The PSP must undertake a high level Draft Organization Readiness assessment for the Basket of Projects and their respective options in regards to determining,
- If eThekweni Municipality have the appropriate mandate, to undertake, operate and manage/concession the projects listed in the Basket of Projects,
 - Does eThekweni Municipality have the proper incentives and capacity to deliver the project on time, on budget and to specification and thereafter manage and operate over its lifetime.
 - Can the eThekweni Municipality manage accountability and risk between the different parties involved in implementation of the project and
 - is there sufficient planning, procurement, and contract management capacity as well as technical expertise at eThekweni Municipality for the project.
- C3.3.1.10 The PSP shall identify, schedule, provide a cost estimate and scope the key deliverables for all requisite studies to be undertaken in the Concept Stage and Detail Design stages, this includes specifying the submission and approval requirements i.e. Traffic studies, including Public transportation, Geotechnical Studies, Mechanical, Electrical, Rail Study, Architectural including, urban design and landscaping, buildings and structures, Climate change/Resilience, Environmental & Heritage screening studies, Commercial studies/Market Demand validation, Preliminary Design Basis & Designs, Condition Assessments/Preliminary Specifications (Functional & Performance) etc.
- C3.3.1.11 The PSP shall prepare all drawings, layouts and details for the initiation stage.
- C3.3.1.12 The PSP shall consolidate all Initiation Stage analysis and data into the Initiation Stage Report and shall make recommendations in terms of:
- i) The preferred Options, i.e., 3 options per project in the Basket of Projects, and high level Project execution plans,
 - ii) Recommendations on the most efficient and effective execution methodology for the Basket of Projects as a whole and implementation strategy for the eThekweni's Woza Basket of Economic Recovery programme,
 - iii) Recommendations to maximize financial, social, economic and environmental benefits.
 - iv) Recommendations to improve Organizational readiness, to meet external Stakeholder aspirations and status of external and internal readiness
 - v) Recommendations on Procurement Strategy, funding models and Contracting Strategy
 - vi) Recommendations on operating models and ownership to sustain long term social, financial and economic benefits
 - vii) Opinion on the Financial, Societal, Economic and Environmental viability of the Programme and the projects within the Basket of Projects
 - viii) High level layouts of the options on GIS
- C3.3.1.13 The **PSP must present the report for review and comments at in-person workshop**, to ensure that the Project Sponsor and Project team have sight of:
- Understanding the business objectives of the WOZA Basket Projects.
 - Confirming that the report has adequately identify business need / challenge / opportunities / threats (NB, Operational Readiness, Contracting Strategies, Long term Liability, etc).
 - Confirmation that the PSP has generated all possible viable options for each WOZA Basket

Project

- Confirmation that the prepared preliminary concept designs (where applicable), are acceptable.
- Confirmation that the prepared preliminary estimate cost are acceptable costs
- Relate to lessons learnt log from PSP or Clients previous projects
- Understanding of list of further studies that need to be done in the ensuing stages
- Understanding how the priorities of options identified using high level MCA will be undertaken in next phase and what contribution is required.

After the workshop the report must be finalized and submitted for approval from the Project Sponsor. The PSP may not proceed to the Concept Stage until the Initiation Stage Report is approved.

C3.3.2 Concept Stage (Feasibility Stage)

It is critical at this stage that the successful tenderer provide the city with a clear understanding of cost and schedule of the WOZA Basket Programme and how the WOZA Basket programme can be packaged into various investments viable options e.g. works done internally, undertaken through traditional SCM processes and/or apply more radical approaches such as; Public-Private Partnerships (PPPs), Design-Finance-Build-Operate-Transfer (DFBOT), Build-Operate-Transfer (BOT), Design-Build-Operate (DBO), Equity Partnerships etc. This is the stage at which the city can determine the funding requirements and consequences of the WOZA Basket Programme before considering moving to the FIDPM Stage 3 (noting that FIDPM Stage 3 is not part of this appointment).

- C3.3.2.1 The PSP in consultation with the Programme Sponsor and eThekweni programme team shall develop the criteria to be used in the multi criteria analysis of the various options per project in the Basket of Projects. The PSP shall ensure that the criteria used for the MCA are properly developed, validated, weighted and agreed to by the eThekweni Project Team and Sponsor.
- C3.3.2.2 The PSP shall develop the various options of the Basket of Projects to a preliminary engineering, architectural and spatial level of detail, this includes preliminary drawings, high level BoQs, mapping onto GIS, preliminary specifications, costing of operation readiness impacts on options, long term liabilities in terms of operating options, draft operating model componentization asset structures, preliminary construction execution methodology and execution and procurement sequencing.
- C3.3.2.3 The PSP shall determine high level cost estimates for the execution of works for the various options, develop high level project execution plans for the options and determine high level schedules.
- C3.3.2.4 **The PSP through three (3) facilitated Workshops** with the Programme Sponsor and eThekweni programme team shall interrogate and prioritize the options for the Basket of Projects by performing a detailed multi criteria analysis/cost benefit analysis.
- C3.3.2.5 From this MCA the PSP shall make recommendations for the Preferred Option for each project in the Basket of Projects to the Project Sponsor.

- C3.3.2.6 The PSP shall undertake a detailed financial and economic analysis of the preferred/selected options for each of the projects in the Basket of Projects which shall include full life Cycle Costing for all proposed infrastructure and quantification of social, economic and financial benefits.
- C3.3.2.7 The PSP shall undertake and document an optimisation exercise for the preferred projects of the Basket of Projects to ensure sequential and cost-effective approvals and processes for all legislative and regulatory requirements for the selected projects in the Basket of Projects, to ensure efficient pipeline of readiness and mitigate abortive works and to ensure funding availability and unlocking of returns as soon as possible.
- C3.3.2.8 The PSP shall undertake preliminary technical studies of the preferred options that shall as a minimum include, undertaking a desktop traffic assessment and transportation planning for all modes including rail, which shall include public transport system to support the Basket of Projects and undertake a desktop preliminary geotechnical and geological assessment of all impact areas to recommend at a high-level possible foundation recommendation.
- C3.3.2.9 **The PSP shall undertake through facilitated workshops**, a preliminary risk assessment and mitigation plan including mitigation costs for the programme, the development of the Procurement and Contracting strategies for selected projects of the Basket of Projects, the development of the Environmental and Climate Resilience screening and scoping for the programme and Basket of Projects, the development of the detailed Organizational Readiness Plans and Stakeholder Readiness Plans, the preparation of draft; MOA's , MOUs and transactional agreement and preparation of preliminary specifications, schedules, and costings for the selected options for the projects in the basket of Projects
- C3.3.2.9 The PSP shall prepare all drawings, layouts and details for the concept stage and the EA Process
- C3.3.2.10 The PSP will include an Environmental Assessment Practionaire (EAP) to undertake any legislative and regulatory requirements for the projects in the Basket of Projects. These may include Environmental Screening and unpacking Authorizations processes that may be required etc. The PSP shall assist the EAP in obtaining unpacking these authorizations in terms of providing information, layouts, estimates etc. A provision for the EAP has been allowed for on Schedule B.
- C3.3.2.11 The PSP shall prepare a virtual reality model for the selected options of the basket of Projects. This shall be accessible on the web.
- C3.3.2.12 The PSP shall consolidate all Concept Stage analysis and data into the Concept Stage Report. The report must **provide the city with a clear understanding of most beneficial cost and schedule of the WOZA Basket Programme and how the WOZA Basket programme can be packaged into various investments viable options to attract investment to the city and to outline the effective delivery systems of the various projects e.g. works done internally, undertaken through traditional SCM processes and/or apply more radical approaches such as; Public-Private Partnerships (PPPs), Design-Finance-Build-Operate-Transfer (DFBOT), Build-Operate-Transfer (BOT), Design-Build-Operate (DBO),Equity Partnerships etc.** Further to this the Concept report should:

- a) Document the initial design criteria's, cost plans, design options and the selection of the preferred design option per project within the WOZA Basket; or the methods and procedures required to maintain the condition of infrastructure
- b) Establish the detailed brief, scope, scale, form and cost plan per project, including, where necessary, the obtaining of site studies and construction and specialist advice.
- c) Provide an indicative schedule for documentation and construction, or maintenance services, associated with the projects.
- d) Include a site development plans for the projects, or other suitable schematic layouts, of the works.
- e) Describe the statutory permissions, funding approvals and utility approvals required to proceed with the works associated with the projects.
- f) Include a baseline risk assessment for the projects and health and safety plans, as a requirement of the Construction Regulations issued in terms of the Occupational Health and Safety Act.
- g) Contain a risk report, need for further surveys, tests, investigations, consents and approvals, if any, during subsequent stages.
- h) Present a comprehensive marketing and promotions plan that is aligns with the City's broader strategic objectives and will position the Inner-City Regeneration Programme and showcase the programme at local and international platforms / events

C3.3.3 After the workshop the report must be finalized and submitted for approval from the Project Sponsor. The PSP must ensure that:

- 1) The Concept Report Stage Report is approved by the Project Sponsor and the Chief Financial Officer (CFO) confirms in writing the availability of funds and the manner in which funds shall be made available.
- 2) The Project Sponsor has agreed to the scope of services, scope of works, resourcing plan, contracting plan and execution plan for FIDPM Stage 3 and for stages 4 to 7 which shall be based on the construction estimated derived in the Concept Stage

C3.3.4 GIS and Casdastral Information for Sites

C3.3.4.1 For the purposes of these tender layouts showing the various sites with spatial, cadastral and land use details will be emailed to each attendee after the compulsory site briefing session.

C3.3.4.2 The successful tenderer will have access to the Surveying and Land Information Unit of the city to assist with spatial, cadastral and land use details after the award of the contract

C3.3.5 Strategic Definition and Project Scoping

C3.3.5.1 The appointed professional team shall work with the City to develop, refine, and clarify the scope of all projects within the Woza Basket Programme as a core component of their mandate.

C3.3.5.2 The appointed Professional Team will support the City in defining and refining the scope of the

Woza Basket Programme, which currently consists of broad conceptual projects. The scope of work shall include:

C3.3.5.2.1 Strategic Definition of all projects of the Woza basket including the Priority Projects:

- Provide high-level scoping for major catalytic projects, including but not limited to:
 - Light Rail
 - Durban Sphere (on the Durban Drive-In Site)
 - Unity Square (formerly Government Mall)
 - Moses Mabhida Sports Precinct Upgrade
 - Durban-bay waterfront and Marina
 - Viginia Airport
 - Bird Park
 - Taxi Holding Area
 - Racing circuit
 - Centrum Site (Council chambers, Library & Museum)
- Develop preliminary technical parameters, functional requirements, and urban integration concepts to guide feasibility work.

C3.3.5.2.2 Scope Clarification and Development:

- Assist the City in developing and documenting the scope for all projects in the Woza Basket.
- Facilitate technical workshops and engagements to convert conceptual ideas into clear, implementable project briefs.
- Identify required studies, sequencing, and packaging strategies to move projects toward investment readiness.

C3.3.5.2.3 Alignment and Integration:

- Ensure alignment with the Inner-City Regeneration Programme and other City investment frameworks.
- Recommend a clear prioritization and sequencing approach for catalytic projects.

C3.3.5.2.4 Deliverables:

- Project Scope Definition Reports for each Woza Basket project.
- Conceptual design inputs where required.
- Technical and financial parameters to guide subsequent project phases.

C3.3.6 Study Tours, Benchmarking and Knowledge Exchange Clause

To ensure alignment with global best practice and support evidence-based decision-making for the implementation of the **Woza Basket Programme**, the appointed service provider may be required to **facilitate study tours, benchmarking visits, or structured consultations** with relevant project custodians and international reference sites.

C3.3.6.1 Purpose and Scope

- These tours and engagements shall be **strictly linked to the project objectives**, including testing the viability of proposed concepts, gaining operational insights, and informing the design and implementation of catalytic infrastructure projects.
- Examples of reference projects may include, but are not limited to:
 - *Durban Sphere* concept (e.g., Las Vegas Sphere, USA)
 - *Digital Museums and Immersive Cultural Infrastructure* (e.g., Beijing Digital Museum, St. Petersburg “Putin’s Library”)
- No study tour or benchmarking activity may be undertaken without prior **written approval** by the Accounting Officer or delegated authority.

C3.3.6.2 Costing and Funding

- All costs associated with these study tours shall be **fully itemized and included** in the service provider’s original financial proposal.
- Costs shall be **incorporated into the professional fee structure** and **will not be funded separately** outside the approved contract.
- All expenditures must comply with the **Municipal Finance Management Act (MFMA)**, relevant **Treasury Regulations**, and **Municipal Travel Policies**.

C3.3.6.3 Participation and Governance

- Attendance on such tours will be **limited to officials and stakeholders** who are directly involved in the implementation of the Woza Basket Programme.
- Final approval of participants will rest with the **City Manager** or a delegated official.
- The purpose, itinerary, expected outcomes, and cost breakdown must be documented and approved **prior to any travel**.

C3.3.6.4 Accountability and Reporting

- A **written report and presentation** summarizing key learnings, site insights, and their application to the Woza Basket must be submitted within **14 working days** after each tour.
- These reports shall form part of the **contract deliverables** and will be linked to milestone payments where applicable.

C3.3.6.5 Compliance

- The service provider must ensure full compliance with the **MFMA**, the **Municipal Supply Chain Management Regulations**, and all relevant **anti-corruption and ethics provisions**.
- Any benefits or incentives extended outside this approved process shall constitute a **material breach of contract**.

C3.3 ANNEXURES

- 1. STANDARD CONDITIONS OF TENDER**
- 2. CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT**
- 3.**

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

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

Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

C3.3.2 CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT

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

**STANDARD PROFESSIONAL SERVICES
CONTRACT**

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



Construction Industry Development Board
Pretoria
Tel: 012 343 7136 or 012 481 9030
Fax: 012 343 7153
E-mail: cidb@cidb.org.za

July, 2009: Edition 3 of CIDB document 1015

Standard Professional Services Contract

C3.3.3 eThekwini Strategic Investment Package Presentation to be presented at Compulsory Site Briefing Session



ethekwini Strategic Investment Package ICR Programme V2.pdf