



DEPARTMENT (Cluster)
TECHNICAL SERVICES
DIRECTORATE
eThekweni Transport Authority
DIVISION
Road Systems Management

PROCUREMENT DOCUMENT
Professional Services (CIDB PSC)

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

Contract No: 34950 – 1T

Contract Title: Preliminary design and Environmental Impact Assessment (EIA) for a second access road to the Port of Durban

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: No Clarification Meeting

Meeting Location: Bidders are requested to submit email queries related to the bid. All email queries are to be submitted by 2026-04-16 Email questions and answers will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers by 2026-04-23

Queries can be addressed to: Ms. Thandeka Zondo
The Employer's Agent's: Tel: 031-311-7702
Representative: eMail: Thandeka.Zondo@durban.gov.za

TENDER SUBMISSION

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

Closing Date/ Time: 30/04/2026 at 11h00

JDE Submission: An **electronic submission** is also to be made via the eThekweni Municipality **JDE System (SSS Module)**

JDE Queries Contact: Lindo Dlamini: Tel: 031-322-7133 / 031-322-7153
Email: supplier.selfservice@durban.gov.za

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

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Director: Road Systems Management

Date of Issue: 18/03/2026

Version: 01/12/2025

FOR OFFICIAL USE ONLY

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

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PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for Professional Services to [carry out an environmental impact assessment and preliminary design for a second access road to the port of Durban.]

Subject	Description	Tender Data
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Director: Road Systems Management	C.1.1.1
Tender Documents	Documentation is to be downloaded from 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 	C.1.2
Meeting Type	No Clarification Meeting	C.2.7
Meeting Details	Bidders are requested to submit email queries related to the bid. All email queries are to be submitted by 2026-04-16 Email questions and answers will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers by 2026-04-23	C.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Ms. Thandeka Zondo Tel: 031-311-7702 eMail: Thandeka.Zondo@durban.gov.za	C.1.4
Submitting a Tender Offer	The Tender Offer (hard copy) shall be delivered to: The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban An electronic submission , via the eThekweni Municipality JDE System (SSS Module) , is also to be made. Refer to Part T1.1.2 and Tender Data: C.2.13. Notwithstanding the electronic submission , a tender offer will only be deemed valid if the "hard copy" submission has been made.	C.2.13
Closing Time	The Tender Offer (hard copy) shall be delivered, and the electronic submission completed, both on or before 30/04/2026 , at or before 11h00 .	C.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System , as specified in the SCM Policy: Section 52: Preferential Procurement will be applied in the evaluation of tenders. Tender Data: C.3.11: Evaluation of Tender Offers details the awarding of Preference Points, and other related evaluation requirements.	C.3.11

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

CIDB B.U.I.L.D. Programme Standards

Standard for Developing Skills through Infrastructure Contracts	Not Applicable
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T1.1.2: NOTES TO TENDERERS

These “Notes to Tenderers” are intended to provide guidance regarding tendering obligations and requirements.

Compliance requirements are stated in the relevant parts of the Tender Data: T1.2.

GENERAL

- 1) The words BID, TENDER, QUOTATION, and REQUEST FOR QUOTATION (RFQ) are interchangeable throughout this procurement document.
- 2) **JDE-SSS Module** refers to the Supplier Self Service module on the eThekwini Municipality JDE System. Refer to Part T1.1.2.

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) Section 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 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 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) Section 20(1)(d)(i): Audited Financial Statements

Audited Financial Statements are required to be submitted if the value of the tender offer exceeds R10 million (incl. VAT). See **Returnable Form: MBD 5** and **Returnable Form: Contracts awarded by Organs of State** in the past 5 years.

3) Section 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: MBD 5**

4) Section 13.1(b)(vii), 20(1)(d)(ii), 28.2(d), 29.6(a), 38.1(d), and 29.14: Municipal Rates and Taxes (Fees)

Tenderers are to refer to **Returnable Form: 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) Section 21.2: Tender Validity

Tenders are to remain valid for twelve (12) months after the expiry of the **original tender validity period** as stated in the **Tender Data**, unless the Municipality is notified, in writing, of anything to the contrary.

The eThekweni Municipality reserves the right to request confirmation from Tenderers of tender validity at any time during the twelve (12) month period.

6) Section 28(2)(d), Section 28(2)(h) and Section use 29(12): Certifications and Registrations

CIDB Registration and Status, B-BBEE Certificates, and Tax Compliance Status PINs must be valid at the time of 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: Compulsory Enterprise Questionnaire**.

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.

7) Section 28(2)(f), and 52.5.13: Joint Ventures (JV)

Each party of a JV must submit separate Tax Compliance Status PINs. 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: Joint Venture Agreements**.

8) Section 49.1.2: Complaints and Objections (Appeals)

A non-refundable tariff, as per the approved Council tariffs, is payable by the Complainant to the Municipality. Proof of the payment of the Fee must be attached to the complaint.

CIDB

B.U.I.L.D. Programme

- 9) A programme to accelerate transformation in the construction industry, increase the capacity of the construction industry to deliver infrastructure and support the growth of emerging contractors, was launched on 14 March 2024 by the Deputy Minister of Public Works and Infrastructure and the Construction Industry Development Board.

Details of the B.U.I.L.D. Programme were published in a Government Gazette in 2020 (GG 43726) and B.U.I.L.D. has gradually been phased in at various levels of government and the private sector. The CIDB, a public entity with the mandate to promote improved performance in construction, oversees the programme and manages the B.U.I.L.D Fund.

The B.U.I.L.D programme determines that public sector entities which implement construction projects, that meet certain minimum requirements, must include developmental goals to the deliverables defined in the tenders. If applicable, Contractors are required to include these goals in the plans and pricing when they submit their tender bids.

5) **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.

6) **Submission of tender offers**

Reference is to be made to the **Tender Data: C.2.13** that specifies compliance requirements.

Should the **Tender Offer** be required in “**hard copy**” format, the submission is to be delivered to the Delivery Location as stated in the **Tender Data**.

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). Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the “hard copy” submission has been made. The “hard copy” submission will be deemed to be the ruling version.

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: C.2.15**.

7) **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>

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 C** of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 42622, Board Notice 423 of 8 August 2019, as duplicated below.

The Standard Conditions of Tender make several references to the **Tender Data** for details that apply specifically to this tender. The **Tender Data** (T1.2.2) shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.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 impropriety 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.

C.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.

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.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.

C.1.3.2 These conditions of tender, the **Tender Data** and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.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 tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional **discounts** it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer’s agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer’s agent are stated in the **Tender Data**.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure;

- c) no acceptable tenders are received;
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the *original* tender invitation was advertised.

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the **Tender Data**, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the **Tender Data** require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the **Tender Data** shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer’s competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or

<p>distort competition or have a discriminatory effect.</p>	<p>which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer’s written approval to do so prior to the closing time for tenders.</p>
<p>C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p>	<p>C.2.2 Cost of tendering</p>
<p>C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p>	<p>C.2.2.1 Accept that, unless otherwise stated in the Tender Data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
<p>C.1.6.3 Proposal procedure using the two stage-system</p>	<p>C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.</p>
<p>C.1.6.3.1 Option 1</p> <p>Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the Tender Data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.</p>	<p>C.2.3 Check documents</p>
<p>C.1.6.3.2 Option 2</p>	<p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
<p>C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.</p>	<p>C.2.4 Confidentiality and copyright of documents</p>
<p>C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage, in terms of the method of evaluation stated in the Tender Data, and award the contract in terms of these conditions of tender.</p>	<p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
<p>C.2 Tenderer’s obligations</p>	<p>C.2.5 Reference documents</p>
<p>C.2.1 Eligibility</p>	<p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.</p>
<p>C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the Tender Data and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p>	<p>C.2.6 Acknowledge addenda</p>
<p>C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria</p>	<p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the Tender Data, in order to take the addenda into account.</p>

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the **Tender Data**.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the **Tender Data**.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the **Contract Data**. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the **Tender Data**.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the **Contract Data**.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the **Tender Data**. The conditions of contract identified in the **Contract Data** may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the

tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the **Tender Data**, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the **Tender Data** or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the **Contract Data** and described in the scope of works, unless stated otherwise in the **Tender Data**.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the **Tender Data**, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the **Tender Data**. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

<p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the Tender Data, as well as the tenderer's name and contact address.</p>	<p>the requirements of these conditions of tender apply equally to the extended deadline.</p>
<p>C.2.13.6 Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the Tender Data, as well as the tenderer's name and contact address.</p>	<p>C.2.16 Tender offer validity</p>
<p>C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the Tender Data.</p>	<p>C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data.</p>
<p>C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.</p>	<p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the Tender Data for an agreed additional period with or without any conditions attached to such extension.</p>
<p>C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the Tender Data.</p>	<p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p>
<p>C.2.14 Information and data to be completed in all respects</p> <p>Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.</p>	<p>C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".</p>
<p>C.2.15 Closing time</p>	<p>C.2.17 Clarification of tender offer after submission</p>
<p>C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data. Accept that proof of posting shall not be accepted as proof of delivery.</p>	<p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
<p>C.2.15.2 Accept that, if the employer extends the closing time stated in the Tender Data for any reason,</p>	<p><i>Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.</i></p>
	<p>C.2.18 Provide other material</p>
	<p>C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including</p>

<p>notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.</p> <p>Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.</p>	<p>C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:</p> <ul style="list-style-type: none"> a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements; b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.
<p>C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.</p>	
<p>C.2.19 Inspections, tests and analysis</p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the Tender Data.</p>	
<p>C.2.20 Submit securities, bonds and policies</p> <p>If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data.</p>	<p>C.3.2 Issue Addenda</p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.</p>
<p>C.2.21 Check final draft</p> <p>Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.</p>	
<p>C.2.22 Return of other tender documents</p> <p>If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the Tender Data.</p>	<p>C.3.3 Return late tender offers</p> <p>Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
<p>C.2.23 Certificates</p> <p>Include in the tender submission or provide the employer with any certificates as stated in the Tender Data.</p>	
<p>C.3 The employer’s undertakings</p>	
<p>C.3.1 Respond to requests from the tenderer</p>	
<p>C.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.</p>	<p>C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers’ agents who choose to attend at the time and place stated in the Tender Data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p> <p>C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name</p>

<p>of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.</p>	<p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.
<p>C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.</p>	
<p>C.3.5 Two-envelope system</p>	
<p>C.3.5.1 Where stated in the Tender Data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the Tender Data and announce the name of each tenderer whose technical proposal is opened.</p>	<p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
<p>C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.</p>	<p>Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
<p>C.3.6 Non-disclosure</p>	<p>C.3.9 Arithmetical errors, omissions and discrepancies</p>
<p>Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.</p>	<p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p>
<p>C.3.7 Grounds for rejection and disqualification</p>	<p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p>
<p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>	<ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices.
<p>C.3.8 Test for responsiveness</p>	<p>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either</p>

confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the **Tender Data** associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report .

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the **Tender Data**.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the **Contract Data**, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the **Tender Data**; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

- C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:
- a) addenda issued during the tender period,
 - b) inclusion of some of the returnable documents and
 - c) other revisions agreed between the employer and the successful tenderer.

- C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the **Tender Data** of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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.

C.1: GENERAL

C.1.1 The employer:

The Employer for this Contract is the **eThekwini Municipality** as represented by:
Deputy Director: Road Systems Management

C.1.2 Tender documents:

The Tender Documents issued by the Employer comprise:

- 1) The Procurement Document comprising of the PARTS as listed in the “INDEX” on page 1.
- 2) **Drawings**, issued separately from this document, or bound in Section C3.4: “Particular Specifications”.

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

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

Tenderers are to regularly check both web sites for the downloadable documentation.

C.1.4 Communication and employer's agent:

The Employer's Agent is:

Name: [Bethuel Manthoadi](#)
Tel: 031-311-7196
eMail: Bethuel.Manthoadi@durban.gov.za

The Employer's Agent's Representative is:

Name: [Thandeka Zondo](#)
Tel: 031-311-7702
eMail: Thandeka.Zondo@durban.gov.za

The Tenderer's contact details, as indicated on **Returnable Document “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.

C.1.6 Procurement procedures:

The following Sections of the **Standard Conditions of Tender** are not applicable to this tender:

- **C.1.6.2: Competitive negotiation procedure**, and
- **C.1.6.3: Proposal procedure using the two-stage system**.

C.1.6.2 Procurement procedures:

The competitive negotiation procedure shall be applied.

C.2: TENDERER'S OBLIGATIONS

C.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.

C.2.1.1 Eligibility: General

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

- (a) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting, or
 - ii) the Tenderer fails to have **Returnable Document “Certificate of Attendance at Clarification Meeting / Site Inspection”** signed by the Employer’s Agent or their representative at the meeting.
- (b) At the time of tender closing, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** and the **eThekwini Municipality Supplier Portal**. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers are to reference **Returnable Document “Compulsory Enterprise Questionnaire”** (section 1.5) and **Returnable Document “CSD Registration Report”**.
- (c) In the case of Joint Venture (JV) submissions, two or more JV entities have common directors/ shareholders or common entities tendering for the same works.
- (d) The following documentation is not completed in full, signed, and returned with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
 - T2.2.1: Compulsory Enterprise Questionnaire.
 - 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: Declaration of Municipal Fees
- (e) The certificates listed in the **Tender Data: C.2.23: Certificates** are to be included with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
 - T2.2.1: SARS Tax Compliance Status - PIN Issued (submitted with the Compulsory Enterprise Questionnaire).
 - T2.2.10: Central Supplier Database (CSD) Report.

C.2.2.2 The cost of the tender documents:

Replace this paragraph with the following:

“Documents are to be downloaded, free of charge, from the **National Treasury’s eTenders website** and/ or the **eThekwini Municipality’s Website**.”

C.2.5 Reference documents:

Tenderers are to obtain their own copies of:

- 1) The **Conditions of Contract** identified in Section C1.2.1.1.
Tenderers/ Contractors are required to obtain their own copies.
- 2) The **Specifications** identified in Section C3.3.1.
Tenderers/ Contractors are required to obtain their own copies.
- 3) The following acts, regulations, policies, and standards referred to in this document, including but not limited to:
 - 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 as amended).
 - The Preferential Procurement Policy Framework Act (PPPFA), and the PPPFA Regulations (November 2022).
 - Any other eThekweni Policy documents referenced in the Tender Documents.

C.2.6 **Acknowledge addenda:**

Add the following paragraphs:

“Addenda will be published on the **eThekweni Municipality website** as stated in **Tender Data: C.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.

C.2.7 **Clarification meeting:**

Clarification Meeting Type: **No Clarification Meeting**

Bidders are requested to submit emailed queries related to the bid. All emailed queries are to be submitted to the **Employer’s Agent’s Representative** (refer to C.1.4) by 2026/03/20. Emailed questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by 2026/04/07.

In the event of a Compulsory Clarification Meeting the Tenderer’s representative(s) must be able to clearly convey the discussions at the meeting to the person(s) responsible for compiling the entity’s tender offer.

If an attendance register is applicable, Tenderers must sign the attendance register and provide the name of the tendering entity.

Tenderers are referred to Clause C.2.1.1(a).

C.2.10.2 **Pricing the tender offer:**

The following is to be noted in terms of Tenderers being **VAT Registered**, or being a **Non-VAT Vendor** (ie. not VAT registered).

If the Tenderer is **VAT registered**, the Tenderer’s Rates in the Bill of Quantities (BoQ) are to exclude

VAT. VAT is to be shown separately on the BoQ summary page, and on the Form of Offer (Part C1.1.1).

If the Tenderer is a **Non-VAT Vendor**, the Tenderer's Rates in the Bill of Quantities are to include VAT. VAT is not to be shown separately on the BoQ summary page, or on the Form of Offer (Part C1.1.1). VAT will not be added to, or deducted from, rates or prices submitted from **Non-VAT Vendors**. The tendered priced will be deemed to include all VAT, taxes, and any applicable excise duties.

Tenderers are to refer to Part C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS prior to pricing the tender offer.

C.2.12 Alternative tender offers:

No alternative tender offers will be considered.

C.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.

The **Tender Offer** (hard copy) is to be delivered to the following **delivery address**:
[the Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban](#)

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

- Contract No. : **1T-34950**
- Contract Title : **Preliminary design and Environmental Impact Assessment (EIA) for a second access road to the Port of Durban**

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 information in **Section T1.1.2**.

Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the "hard copy" submission has been made. The "hard copy" submission will be the governing submission.

The Tender documentation, issued by the eThekweni Municipality (refer to **Tender Data: C.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 are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time (**Tender Data: C.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: C.2.15**.

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.

C.2.15 Closing date and time:

The closing time is:

- **Date** : **Friday, 08 May 2026**
- **Time** : **11h00**

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

C.2.16 Tender offer validity:

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

In terms of the SCM Policy (Cl.21.2) tenders must remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary by the tenderer.

The eThekweni Municipality reserves the right to request confirmation from Tenderers of tender validity at any time during the twelve (12) month period.

C.2.20 Submit securities, bonds, policies:

The Tenderer is required to submit with their tender offer.

C.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 a printout of the required documents/ certificates at the back of their tender submission.

1) SARS Tax Compliance Status – PIN Issued

Reference is to be made to **Returnable Document “Compulsory Enterprise Questionnaire”** which requires the “SARS Tax Compliance Status – PIN Issued” to be included with this returnable document.

2) Central Supplier Database (CSD)

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

The entities **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>).

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

The date of obtaining the CSD printout is to be indicated on the printout and should be on or after the date of advertising of this tender.

Failure to comply with 1) and 2) above will result in the tender offer being deemed non-responsive.

3) B-BBEE Status Level of Contribution Certificate

Tenderers are referred to **Returnable Document “MBD 6.1: Preference Points Claim”** for the B-BBEE Certificate requirements. **Notwithstanding the completion of Returnable Document “MBD 6.1: Preference Points Claim”, should a B-BBEE Status Level of Contribution Certificate not be returned no points for Preferential Procurement will be deemed to have been claimed.**

The Amended Construction Sector Code (Government Gazette No.41287) is applicable to the B-BBEE compliance measurement of all entities that fall within the Construction Sector (Built Environment Professionals (BEP) and Contractors). The requirements for measurement and verification of entities are contained in the “Amended Code Series CSC000: Framework for Measuring Broad Based Black Economic Empowerment in the Construction Sector”, as published in Notice 931 of 2017, Government Gazette No.41287 of 01/12/2017.

An EME Contractor with a Total Annual Revenue of less than R3 million, or a BEP with a total annual revenue of less than R1.8 million, may present an affidavit OR a certificate issued by the CIPC, OR an authorised B-BBEE verification certificate by a SANAS accredited Verification Agency.

Any B-BBEE Certificate where the entity has been assessed using **Generic Codes** will not be accepted.

C.3: THE EMPLOYER'S UNDERTAKINGS

C.3.1.1 Respond to requests from the tenderer:

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

C.3.2 Issue addenda:

Add the following paragraph:

“Addenda will be published on the National Treasury’s **eTenders-Website** and/ or the **eThekwini Municipality Website.**” (Refer to **Tender Data: C.1.2**).

C.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 P&SCM Boardroom, 6th Floor, (Municipal 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>

C.3.9 Arithmetical errors, omissions and discrepancies:

Add the following Clause:

“C.3.9.5 Reject a tender offer if the Tenderer does not accept the correction of the arithmetical error in the manner described in C.3.9.4.”

Any interactions between the Tenderer and the Employer in terms of this clause will be conducted through the Employer’s Agent (or Representative) as identified in **Tender Data C.1.4**.

C.3.11 Evaluation of Tender Offers:

Eligibility

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in the **Tender Data: C.2.1**. Tenders not in compliance will be deemed non-responsive.

Functionality

FUNCTIONALITY will not be used in the evaluation of tenders.

FUNCTIONALITY will be evaluated to determine the responsiveness of tenders received. The minimum score for FUNCTIONALITY is 60 points. Those tenders not achieving the minimum score will be deemed non-responsive.

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

Preference Point System

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE**, in accordance with the Employer's **SCM Policy: Section 52: Preferential Procurement**.

The **80/20** preference points system, for requirements with a Rand value of up to R50,000,000 (all applicable taxes included), will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified below.

Price Points

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

A maximum of 80 points is allocated for price on the following basis:

80/20 Procurement System

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

Where: Ps = Points scored for comparative price of bid under consideration
 Pt = Comparative price of bid under consideration
 Pmin = Comparative price of lowest acceptable bid

Preference Points

Reference is to be made to **Returnable Form: MBD 6.1: Preference Points Claim**.

The Basket of Preference Goals (SCM Policy Section 52.7)

The provisions of the SCM Policy: **Section 52.7: The Basket of Preference Goals** shall apply. Reference is to be made to **Returnable Form: MBD 6.1: Preference Points Claim**.

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

• **Ownership Goal**

Goal Weighting: **80%**

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

Ownership Categories	Criteria	80/20
Race: Black (W1)	Equals 0%	0
	Between 0% and 51%	4.48
	Greater or equal to 51% and less than 100%	7.84
	Equals 100%	11.2
Gender: Female (W2)	Equals 0%	0
	Between 0% and 51%	1.92
	Greater or equal to 51% and less than 100%	3.36
	Equals 100%	4.8

Maximum Ownership Goal Points: 16

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

- Companies and Intellectual Property Commission registration document (CIPC)
- CSD report.
- B-BBEE Certificate of the tendering entity.
- Consolidated BBEE 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.

(where: W1 (70%) + W2 (30%) = 100%)

• **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
Not in South Africa	0
South Africa	1.6
Kwa Zulu Natal	2.8
eThekweni Municipality	4
Maximum Goal Points:	4

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

C.3.13 Acceptance of tender offer:

In addition to the requirements of **Tender Data: C.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) 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.
- (d) 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.
- (e) 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 the **Standard Conditions of Tender: C.1.1.3** of, the municipality reserves the right to award or not award the tender based on the municipalities available budget.

C.3.15 Complete adjudicator's contract:

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

C.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 the **Tender Data: C.2.13**.

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 Complaints and Objections (Appeals)

Reference is to be made to Clause 49 of the eThekweni Supply Chain Management Policy.

In terms of Section 49 of the EtheKwini SCM Policy any person aggrieved by decisions taken in the implementation of the SCM System may lodge, within 14 days of notification thereof, a written objection against the decision. The objection with regard to the decision is to be directed to:

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

Any objection will only be processed upon receipt of a non-refundable administration fee of **R1,814.00** (including VAT), as stipulated in the Municipality's current SCM Policy. An objection will only be considered upon receipt of proof of payment of this fee which must be paid into the following bank account as a real-time payment:

EThekweni Metropolitan Municipality
First National Bank (FNB)
Account Number: 631-6574-6331
Reference Number: **34950 – 1T**

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:

- Code of Conduct;

T1.2.3.4 Functionality Specification

Functionality Evaluation.

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

Functionality criteria	Subcriteria	Points	Evaluation Schedule(s)
Experience of Tenderer	Experience of service provider in executing work of similar scope	15	
Experience of Key Resources in executing work of similar nature	Professional Project manager Experience in managing of infrastructure projects and managing a project for an arterial class road.	15	
	Lead road geometric design engineer Experience in design of an arterial class road.	15	
	Lead road structures design engineer Experience in the design of road bridges and/or tunnels including the design of structures of an arterial class road with at least one grade separated interchange.	10	
	Lead road pavement design engineer Experience in design of an arterial class road.	10	
	One AIMSUN traffic micro simulation modeller <ul style="list-style-type: none"> Experience in developing traffic models with a OD matrix size of at least 200 by 200. 	10	
	Lead environmental scientist Experience in carrying out an environmental impact assessment for an arterial class road.	10	
	Lead stakeholder engagement specialist Experience in carrying out stakeholder engagement for an arterial class road.	5	
Methodology	Work breakdown structure for at least three levels, project programme and risk management plan aligned with the work breakdown structure	10	
Maximum possible score for Functionality (M_s)		100	

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

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

Level	pts	Criterion: Tenderer's Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed 1–2 projects of similar scope and complexity (pre-feasibility, traffic modelling, arterial or strategic corridor upgrades) within the past 10 years.
2	70	To have successfully completed 3–5 projects of similar scope and complexity, including major corridor or BRT upgrades within the past 10 years.
3	90	To have successfully completed 6–8 projects of comparable scale and complexity, including arterial upgrades, corridor design, or BRT projects within the past 10 years.
4	100	To have successfully completed 9+ projects of comparable strategic transport corridor scope and complexity within the past 10 years.

Evaluation criteria will be adjudicated according to submissions made in accordance with the following schedules, which are found in T2.2: Returnable Schedules:

Functionality Criteria	Returnable Schedules
Tenderer's Experience	<ul style="list-style-type: none"> • Experience of Tenderer (see F.2.1.3)
Project Organogram and Experience and expertise of Key Staff	<ul style="list-style-type: none"> • Proposed Organisation and Staffing • Key Personnel • CV's with Experience of Key Personnel
Method Statement & Preliminary Programme	<ul style="list-style-type: none"> • Preliminary Programme to allow all critical aspects • Execution Approach, to address the specific project objectives and methodology. • Schedule of Proposed Sub-Consultants

Note 1: "experience" implies experience on projects of a similar nature with respect to the Scope

Note 2:
 Unless otherwise stated, evaluation criteria will be adjudicated with respect to the contract specific Scope of Work, as specified in C.3. In this regard the following definitions apply to the evaluation criteria prompts for judgement:

- ❖ **"successfully completed"** implies a project has been completed on time and to specification. A signed completion certificate or a signed reference letter is required for a project.
- ❖ **"similar scope"** shall include projects involving high-capacity corridor upgrades (National, Provincial and Municipal routes), and must include the following:
 - pre-feasibility studies,
 - traffic demand modelling,
 - intersection optimisation,
 - dedicated lane allocation, and
 - geometric redesign of major arterial routes.
- ❖ **"accredited degree / diploma"** implies a minimum 3-year qualification in Civil Engineering or a minimum 3-year qualification in Environmental Science, from a registered University or Institute of Technology.
- ❖ **"Experience for key staff"** shall include a signed reference letter from the previous employer indicating experience.

Criterion: Project Organogram and Experience of Key Staff					
Key Resources	Professional Project manager	Lead Road geometric design engineer or Technologist/ Lead Road structures design engineer or Technologist/ Lead Road pavement design engineer or Technologist	One AIMSUN traffic micro simulation modeller	Lead environmental scientist	One stakeholder consultant
Level 0	No information provided OR submission of no substance / irrelevant information provided OR less than 2 years' experience OR Relevant accredited diploma / degree and less than 1 years' experience.	No information provided OR submission of no substance / irrelevant information provided OR less than 2 years' experience. OR Relevant accredited diploma / degree and less than 1 years' experience.	No information provided OR submission of no substance / irrelevant information provided OR less than 2 years' experience. OR Relevant accredited diploma / degree and less than 1 years' experience.	No information provided OR submission of no substance / irrelevant information provided OR less than 2 years' experience. OR Relevant accredited Environmental Science, Diploma in Environmental Science / Environmental Management qualification and less than 1 years' experience.	No Relevant accredited qualification to stakeholder consultation and less than 1 years' experience.
Level 1	Relevant accredited BSc Eng or BEng or BTech, and PMP registered or PrCM (SACPMP) and Pr Eng / Pr Tech Civil and minimum 2 years' experience in managing multi-disciplinary projects which includes at least civil engineering projects and environmental studies.	Relevant accredited BSc Eng or BEng or BTech, and Pr Eng / Pr Tech Civil and minimum 2 years' experience	Relevant accredited BSc Eng or BEng or BTech, and Pr Eng / Pr Tech Civil and minimum 2 years' experience	Relevant accredited Environmental Science, Diploma in Environmental Science / Environmental Management qualification, and PrSci Nat and minimum 2 years' experience.	Relevant accredited qualification to stakeholder consultation and minimum 2 years' experience which include involvement on civil engineering projects with multi-faceted stakeholders which include taxi association, business forums, rate payer's associations, councillors, affected landowners and affected businesses.
Level 2	Relevant accredited BSc Eng or BEng or BTech, and PMP registered or PrCM (SACPMP) and Pr Eng / Pr Tech Civil and minimum 4 years' experience in managing multi-disciplinary projects which includes at least civil engineering projects and environmental studies.	Relevant accredited BSc Eng or BEng or BTech, and Pr Eng / Pr Tech Civil and minimum 4 years' experience.	Relevant accredited BSc Eng or BEng or BTech, and Pr Eng / Pr Tech Civil and minimum 4 years' experience.	Relevant accredited Environmental Science, Diploma in Environmental Science / Environmental Management qualification, and PrSci Nat and minimum 4 years' experience.	Relevant accredited qualification to stakeholder consultation and minimum 4 years' experience which include involvement on civil engineering projects with multi-faceted stakeholders which include taxi association, business forums, rate payer's associations, councillors, affected landowners and affected businesses.
Level 3	Relevant accredited BSc Eng or BEng or BTech, and PMP registered or PrCM (SACPMP) and Pr Eng / Pr Tech Civil and minimum 7 years' experience in managing multi-disciplinary projects which includes at least civil engineering projects and environmental studies.	Relevant accredited BSc Eng or BEng or BTech, and Pr Eng / Pr Tech Civil and minimum 7 years' experience.	Relevant accredited BSc Eng or BEng or BTech, and Pr Eng / Pr Tech Civil and minimum 7 years' experience.	Relevant accredited Environmental Science, Diploma in Environmental Science / Environmental Management qualification, and PrSci Nat and minimum 7 years' experience.	Relevant accredited qualification to stakeholder consultation and minimum 7 years' experience which include involvement on civil engineering projects with multi-faceted stakeholders which include taxi association, business forums, rate payer's associations, councillors, affected landowners and affected businesses.

<p>Level 4</p>	<p>Relevant accredited BSc Eng or BEng or BTech, and PMP registered or PrCM (SACPMP) and Pr Eng / Pr Tech Civil and minimum 10 years' experience in managing multi-disciplinary projects which includes at least civil engineering projects and environmental studies.</p>	<p>Relevant accredited BSc Eng or BEng or BTech, and Pr Eng / Pr Tech Civil and minimum 10 years' experience.</p>	<p>Relevant accredited BSc Eng or BEng or BTech, and Pr Eng / Pr Tech Civil and minimum 10 years' experience.</p>	<p>Relevant accredited Environmental Science, Diploma in Environmental Science / Environmental Management qualification, and PrSci Nat and minimum 10 years' experience.</p>	<p>Relevant accredited qualification to stakeholder consultation and minimum 10 years' experience which include involvement on civil engineering projects with multi-faceted stakeholders which include taxi association, business forums, rate payer's associations, councillors, affected landowners and affected businesses.</p>
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Level	Pts	Criterion: Approach / Methodology
0	0	<p>No response/ no documents submitted.</p> <p>Methodology missing or irrelevant No risk plan submitted No programme submitted No innovative or efficient approaches described</p>
1	40	<p>Partial understanding of project objectives; critical project aspects misunderstood.</p> <p>Methodology addresses some tasks but misses critical ones.</p> <p>Minimal identification of risks; mitigation unclear.</p> <p>Poorly defined programme; missing critical milestones; unrealistic.</p> <p>Minimal or unsubstantiated innovation.</p>
2	70	<p>Adequate understanding of project objectives; most critical tasks identified. Some innovative approaches or efficiency gains proposed.</p> <p>The project plan and manner in which risk is to be managed etc is tailored to the key tasks of the programme.</p> <p>The programme includes most milestones, and dependencies are partially defined.</p> <p>Methodology addresses most critical tasks such as Scoping and Environmental Impact Assessment, Preliminary design for the second access and Assessment of the transport impact of the proposed medium-to-the-long-term framework TRANSNET development scenarios using the Ethekwini’s EMME 4 model.</p> <p>Risks identified; basic mitigation plan included</p>
3	90	<p>The approach is tailored to address the specific project objectives and methodology and has sufficiently included information indicating clearly how changes that may occur during execution will be accommodated.</p> <p>Innovative and efficient approaches proposed, practical and relevant. Full understanding of project objectives; critical tasks clearly addressed.</p> <p>Methodology fully addresses all tasks; and has sufficiently included information indicating clearly how changes that may occur during execution will be accommodated; well-structured.</p> <p>The project plan and approach to managing risk etc is tailored to the critical characteristics of the project. Risks fully identified; mitigation plan adequate; aligned with WBS.</p> <p>The programme realistic; all milestones included; dependencies and durations are realistic and well defined.</p>
4	100	<p>Full understanding with insightful identification of all critical tasks and opportunities to improve project outcomes.</p> <p>Methodology fully addresses all tasks, shows innovative/efficient solutions, integrates all disciplines (traffic, design, structures, environment, stakeholder).</p> <p>Comprehensive risk identification, mitigation, and monitoring plan; critical risks prioritized and integrated with programme.</p> <p>Programme highly feasible; critical milestones highlighted; defined dependencies; optimizes schedule; allows for contingencies and risk mitigation.</p> <p>Highly innovative and efficient solutions that improve quality, reduce cost, and optimize timelines; adds value beyond baseline requirements.</p>

Note 1: “critical tasks” shall include:

- Scoping and Environmental Impact Assessment,
- Preliminary design for the second access and
- Assessment of the transport impact of the proposed medium-to-the-long-term framework TRANSNET development scenarios using the Ethekwini’s EMME 4 model.

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

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T2.2.2 Certificate of Attendance at Clarification Meeting/ Site Inspection	33
T2.2.3 MBD 4: Declaration of Interest	34
T2.2.4 MBD 5: Declaration for Procurement Above R10 Million (if applicable)	36
T2.2.5 Contracts Awarded by Organs of State in the past 5 years	37
T2.2.6 MBD 6.1: Preference Points Claim Form (SCM Policy Section 52.7)	37
T2.2.7 MBD 8: Declaration of Bidder's Past SCM Practices	39
T2.2.8 MBD 9: Certificate of Independent Bid Determination	42
T2.2.9 Declaration of Municipal Fees	44
T2.2.10 CSD Registration Report	45
T2.2.11 Joint Venture Agreements (if applicable)	45
T2.2.12 Record of Addenda to Tender Documents	47

Technical or Functionality Evaluation

T2.2.13 Experience of Tenderer	47
T2.2.14 Proposed Organisation and Staffing	48
T2.2.15 Key Personnel	49
T2.2.16 Experience of Key Personnel	51
T2.2.21 Approach Paper/ Methodology/ Programme	52

Contract Part: The Tenderer is required to complete following forms:

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C1.2.2.2 Data to be Provided by Service Provider	59
C2.2 Bill of Quantities	62

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.

*** Tenderers are to include, at the back of their tender submission, a printout of their SARS “Tax Compliance Status – PIN Issued” certificate, failing which the tender submission will be deemed non-responsive.**

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 the **Tender Data: C.2.1.1(a) and C.2.7.**

This is to certify that:

(entity name):

of (address):

NOT APPLICABLE

was represented by the person(s) named below at the Clarification Meeting for Contract **34950 – 1T** held for all Tenderers, the details of which are stated in the **Tender Data: C.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 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		
	<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="padding: 2px 10px;">YES</td> <td style="padding: 2px 10px;">NO</td> </tr> </table>	YES	NO
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			

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

T2.2.4 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

	Circle Applicable	
1.0 Are you by law required to prepare annual financial statements for auditing?	YES	NO
1.1 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. The audited annual financial statements are to be included at the back of the tender submission.		
2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2 If YES, provide particulars. 		
3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1 If YES, provide particulars. SEE Returnable Document "Contracts Awarded by Organs of State in the Past 5 Years"		
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1 If YES, provide particulars. 		

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.

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

(SCMP 52.7: Basket of Preference Goals)

This form serves as a claim form for preference points according to **The Basket of Preference Goals. Reference is to be made to the Tender Data: C.3.11.**

1.0 GENERAL CONDITIONS

- 1.1 The relevant **Preference Points System (80/20)** applicable to this bid is stated in the **Tender Data: C.3.11.**
- 1.2 Failure on the part of the Tenderer to submit the required proof or documentation, in terms of the requirements in the Tender Data for claiming specific goal preference points, will be interpreted that **Preference Points for Specific Goals** are not claimed.
- 1.3 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2.0 ADJUDICATION USING A POINT SYSTEM

- 2.1 The bidder obtaining the highest number of total points will be recommended for the award of the contract.
- 2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 2.3 Points scored will be rounded off to the nearest 2 decimal places.
- 2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 2.6 Should two or more bids be equal in all respects the award shall be decided by the drawing of lots.

3.0 POINTS AWARDED FOR PRICE

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

80/20 Procurement System

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

- Where:
- P_s = Points scored for comparative price of bid under consideration
 - P_t = Comparative price of bid under consideration
 - P_{min} = Comparative price of lowest acceptable bid

4.0 POINTS ALLOCATED FOR THE BASKET OF PREFERENCE GOALS

4.1 Preference points may be claimed for the **Specific Goals** stated in the **Tender Data: C.3.11**.

For the purposes of this tender, the Tenderer may claim points based on the goal(s) stated in the table below, as supported by proof/ documentation specified in the Tender Data.

80/20 Preference Points System The Specific Goals to be allocated points in terms of this tender:	Maximum Number of points ALLOCATED	Tenderer's Number of points CLAIMED
Ownership Goal: Race (black)	11.2	
Ownership Goal: Gender (female)	4.8	
RDP Goal: The promotion of South African owned enterprises.	4	
Total CLAIMED Points (maximum 20)	20	

5.0 REMEDIES FOR THE SUBMISSION OF FALSE INFORMATION

5.1 The remedies for the submission of false information regarding claims for specific goals are stated in the **SCM Policy: Section 52.9**.

Tenderers are to include, at the back of their tender submission, the required proof/ documentation in support of their Preference Goal claims (reference is to be made to the Specific Goals stated in the Tender Data: C.3.11).

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:

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

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

4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

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

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

The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) 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.

.....

.....

		Circle Applicable	
	YES		NO
<p>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?</p> <p>4.4.1 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>			
<p>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?</p> <p>4.5.1 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>			

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.

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

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 below **Certificate of Independent Bid Determination** must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid for: Contract **34950 – 1T**
Preliminary design and Environmental Impact Assessment (EIA) for a second access road to the Port of Durban

in response to the invitation for the bid made by: **ETHEKWINI MUNICIPALITY**

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

I certify, on behalf of:

that:

(continued on next page)

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.

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.9 DECLARATION OF MUNICIPAL FEES

Reference is to be made to the **Tender Data: C.2.23 and C.3.13(a)**.

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.

Failure to complete this form in full, sign, and return the required documents with the tender submission will result in the tender offer being deemed non-responsive.

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.10 CSD REGISTRATION REPORT

Reference is to be made to **Tender Data: C.2.1.1(b) and C.2.23.**

The **Tender Data: C.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 following is an example of the printout obtained from the above website.
 Note: the printout will contain more than one page.

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 CSD Registration Report. The date of obtaining the CSD printout is to be indicated on the printout and should be on or after the date of advertising of this tender.

Failure to comply will result in the tender offer being deemed non-responsive.

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.11 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: **34950 – 1T** 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.

T2.2.12 RECORD OF ADDENDA TO TENDER DOCUMENTS

Reference is to be made to the **Tender Data: C.2.6.**

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: _____

T2.2.14 PROPOSED ORGANISATION and STAFFING

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts.

The Tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff.

The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The Tenderer must attach their organization and staffing proposals to this page. (this is to include both the on-site and off-site staffing resources used for this project)

In addition to any lists, this information should also be shown in an organogram format (flow chart) clearly indicating the staff hierarchy and reporting lines, again for on- and off-site resources.

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: _____

T2.2.15 **KEY PERSONNEL**

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel (Professional Project manager, Lead road geometric design engineer, Lead road structures design engineer and Lead road pavement design engineer, One AIMSUN traffic micro simulation modeller, Lead environmental scientist and One stakeholder consultant) which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS	
	KEY PERSONNEL, PART OF THE CONSULTANT'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY
Professional Project manager		
Lead road geometric design engineer		
Lead road structures design engineer		
Lead road pavement design engineer		
One AIMSUN traffic micro simulation modeller		
Lead environmental scientist		
One stakeholder consultant		

Note: CVs of key personnel may be requested during the contract period.

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: _____

T2.2.16 EXPERIENCE OF KEY PERSONNEL

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts.

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

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the Tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of the Professional Project manager, Lead road geometric design engineer, Lead road structures design engineer, Lead road pavement design engineer, One AIMSUN traffic micro simulation modeller, Lead environmental scientist and One stakeholder consultant of not more than 2 pages should be attached to this schedule:

Each CV should be structured under the following headings:

- a) Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- c) Skills
- d) Name of current employer and position in enterprise
- e) Overview of post-graduate / diploma experience (year, organization and position)
- f) Outline of recent assignments / experience that has a bearing on the scope of work

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: _____

T2.2.17 APPROACH PAPER/ METHODOLOGY/ PROGRAMME

Refer to Additional Conditions of Tender: T1.2.3.4 for Functionality Points evaluation prompts.

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

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

The scoring of the approach paper will be as follows:

Criterion : Approach / Methodology		
Level 0	0 pts	No response/ no documents submitted. Methodology missing or irrelevant No risk plan submitted No programme submitted No innovative or efficient approaches described
Level 1	40 pts	Partial understanding of project objectives; critical project aspects misunderstood. Methodology addresses some tasks but misses critical ones. Minimal identification of risks; mitigation unclear. Poorly defined programme; missing critical milestones; unrealistic. Minimal or unsubstantiated innovation.
Level 2	70 pts	Adequate understanding of project objectives; most critical tasks identified. Some innovative approaches or efficiency gains proposed. The project plan and manner in which risk is to be managed etc is tailored to the key tasks of the programme. The programme includes most milestones, and dependencies are partially defined. Methodology addresses most critical tasks such as Scoping and Environmental Impact Assessment, Preliminary design for the second access and Assessment of the transport impact of the proposed medium-to-the-long-term framework TRANSNET development scenarios using the Ethekwini’s EMME 4 model. Risks identified; basic mitigation plan included
Level 3	90 pts	The approach is tailored to address the specific project objectives and methodology and has sufficiently included information indicating clearly how changes that may occur during execution will be accommodated. Innovative and efficient approaches proposed, practical and relevant. Full understanding of project objectives; critical tasks clearly addressed. Methodology fully addresses all tasks; and has sufficiently included information indicating clearly how changes that may occur during execution will be accommodated; well-structured. The project plan and approach to managing risk etc is tailored to the critical characteristics of the project. Risks fully identified; mitigation plan adequate; aligned with WBS. The programme realistic; all milestones included; dependencies and durations are realistic and well defined.
Level 4	100 pts	Full understanding with insightful identification of all critical tasks and opportunities to improve project outcomes. Methodology fully addresses all tasks, shows innovative/efficient solutions, integrates all disciplines (traffic, design, structures, environment, stakeholder). Comprehensive risk identification, mitigation, and monitoring plan; critical risks prioritized and integrated with programme. Programme highly feasible; critical milestones highlighted; defined dependencies; optimizes schedule; allows for contingencies and risk mitigation.

		Highly innovative and efficient solutions that improve quality, reduce cost, and optimize timelines; adds value beyond baseline requirements.
--	--	---

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:

PART C1: AGREEMENT 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: **34950 – 1T**

Contract Title: **Preliminary design and Environmental Impact Assessment (EIA) for a second access road to the Port of Durban**

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 :
:

Telephone :

Witness:

Signature : **Date** :

Name (in capitals) : :

Notes:

*** Indicates what information is mandatory.**

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

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

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

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

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

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

FOR THE TENDERER

FOR THE EMPLOYER

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

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

The Employer is the eThekweni Municipality as represented by: **Deputy Director: Road Systems Management**

3.4 & The authorised and designated representative of the Employer is: **Bethuel Manthoadi**

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

- Telephone : **031 311 7196**
- e-mail : **Bethuel.Manthoadi@durban.gov.za**

The address for the Receipt of communications is: **30 Archie Gumede Place, Durban**

1 The Project is : **34950 – 1T**
: **Preliminary design and Environmental Impact Assessment (EIA) for a second access road to the Port of Durban**

1 Period of Performance : **104 weeks**

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

1 Start Date : **01/09/2026**

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

3.5 The location for the performance of the Project is: **Durban South within the EThekweni municipal area as shown in Figure 1 item C3.10 on page 66**

- 3.6 The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
- 3.9.2 The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.
- 3.12 The penalty per Day payable is: **R 20,000** subject to a maximum amount of **R 5,000,000**.
- 3.15.1 The programme shall be submitted within **14 Days** of the award of the Contract.
- 3.15.2 The Service Provider shall update the programme at intervals not exceeding **Two weeks**.
- 3.16 The time-based fees shall not be adjusted for inflation.
- 3.16.2 The indices are those contained in **Table A of P0141 Consumer Price Index** for “CPI for services” Published by Statistics South Africa.
- 4.3.1(d) The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount as set out in the Professional Indemnity Schedule.
1. Insurance against : **The works as per the scope**
Cover is : **R 20,000,000**
Period of cover : **24 months from the date of commencement**
- 5.5 The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:
- 1) Traffic surveys.
 - 2) Topographical surveys
 - 3) Geotechnical surveys
 - 4) Familiarisation and use of the Ethekewini EMME model
- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
- 8.1 The Service Provider is to commence the performance of the Services within **fourteen Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when: **the Consultant has :-**
- **done all the work which the Scope states he is to do by the Completion Date and**
 - **corrected Defects which would have prevented the Employer from using the services and Others from doing their work.**
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **Four months**.

- 9.1 Copyright of documents prepared for the Project shall be vested with the **Ethekwini Transport Authority**.
- 11.1 A Service Provider may subcontract any work which he has the skill and competency to perform.
- 12.1 Interim settlement of disputes is to be by **Mediation / Adjudication**.
- 12.2/3 Final settlement is by **Litigation / Arbitration**.
- 12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by: **President of the South African Institution of Civil Engineering**.
- 12.3.3 The adjudicator is the person appointed by:
President of the South African Institution of Civil Engineering.
- Tel (011) 805 5947/48/53 Fax (011) 805 5971**
- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **President of the South African Institution of Civil Engineering**.
- 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R10,000,000**.
- 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 **twelve months** from the date of termination or completion of the Contract.
- 13.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to **R 10,000,000**.
- 13.5.1 The provisions of 13.5 do not apply to the Contract.
- 13.6 The provisions of 13.6 do not apply to the Contract.
- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

C1.2.2.2 DATA TO BE PROVIDED BY THE SERVICE PROVIDER

Ref / Clause Number	Data
1	The Service Provider is: Address : Telephone : E-Mail :
5.3	The authorised and designated representative of the Service Provider is: Name : The address for receipt of communications is: Address : Telephone : 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 :

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.

Key Performance Indicators (KPIs) are specified in the C3: Scope of Works or will be discussed and agreed with the Contractor before commencement of the contract.

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 ‘as-built’ drawings.

C1.2.3.3 EMPOWERMENT 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 people) 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.

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

- C 2.1.1 The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of subcontractors.
- C 2.1.2 The sole basis for the remuneration of the Service Provider to be appointed to proceed with the project shall be:
 - C 2.1.2.1 Payment will be made in terms of fully completed and accepted activities as per activity schedule the milestones as per the Project Planning Schedule.
 - C 2.1.2.3 In addition, expenses and costs (reimbursables) may be claimed on a monthly basis in line with the provisions of clause 46 of the Engineering Council of South Africa's guideline fees document (2016), read in conjunction with the activity schedule.

C2.2: PRICING SCHEDULE

ITEM No.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Basic Engineering Fees as for Professional Services in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) for: Inception, Concept & Viability, Design development, Documentation & Procurement, Contract Administration & Inspection and Close Out	Rands	R 900,000,000	8.00%	R72,000,000.00
	TOTAL SUM - PART 1	-	-	-	R72,000,000.00
ITEM No.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Normal Services				
1.1	Stage 1 – Inception	%	R72,000,000.00		
1.2	Stage 2 – Concept and Viability (Include Traffic Assessment and other Traffic Engineering Studies except EMME modelling)	%	R72,000,000.00		
1.3	Stage 3 – Design Development	%	R 72,000,000.00		
1.4	Stage 4 - Procurement Documentation Review and Subcontracting	%	R 72,000,000.00		
1.5	Stage 5 – Contract Administration and Inspection	%	R 72,000,000.00		
1.6	Stage 6 – Close-Out	%	R 72,000,000.00		
SUBTOTAL 1 : SECTION 1					
ITEM No.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
B1.1.1	Project Manager	Month	24		
B1.1.2	SERVICES PERTAINING TO NATIONAL ENVIRONMENTAL MANAGEMENT ACT, 1998 (ACT NO 107 OF 1998)	SUM	1		
B1.1.3	Stakeholder Consultation	Month	24		
B1.1.4	Land Acquisition	Sum	1		
B1.1.5	Strategic Transport Assessment for Transnet development Scenarios	Month	24		
B1.1.6	EMME Modelling Assessment	PC SUM	1	R4,000,000.00	R4,000,000.00

B1.1.7	Handling Cost in terms of item B1.1.6	%	R4,000,000.00		
B1.1.8	Geotechnical Investigations/Testing	PC SUM	1	R4,000,000.00	R4,000,000.00
B1.1.9	Handling costs in terms of item B1.1.8	%	R4,000,000.00		
B1.1.1 1	Site Topographical and Structural Surveys	PC SUM	1	R2,000,000.00	R2,000,000.00
B1.1.1 2	Handling costs in terms of item B1.1.11	%	R2,000,000.00		
B1.1.1 3	Health and Safety	PC SUM	1	R1,500,000.00	R1,500,000.00
B1.1.1 4	Handling costs in terms of item B1.1.14	%	R1,500,000.00		
B1.1.1 5	Candidate Engineer and / or Technologists Development Programme	PC SUM	1	R2,500,000.00	R2,500,000.00
B1.1.1 6	Handling costs in terms of item B1.1.15	%	R2,500,000.00		
SUBTOTAL 2 : SECTION 2					
SUMMARY OF SECTIONS					
SECTION 1					
SECTION 2					
SUBTOTAL 3					
ADD 10% CONTINGENCIES					
SUBTOTAL 4					
ADD 15% VAT					
FINAL TOTAL					

NAME :

(Block Capitals)

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

DATE:

PART C3: SCOPE OF WORK

C3.1 BACKGROUND

A second access route to the port of Durban is a National Imperative for economic growth in the country and is part of the Strategic Infrastructure Package of Projects (SIP2). The route has been identified and is required to deal with the increasing growth in container traffic due to the expansions within the current port of Durban, namely the proposed Salisbury Infill, as well as the current congestion and the anticipated growth in road freight traffic into and out of the Port. This new route will also alleviate congestion and assist in road safety into and out of the Port. This will form an alternative access from a national perspective as the port of Durban is a key economic point to the country.

The second access route to the Port of Durban is a proposed new arterial road that is collaboratively undertaken by Ethekewini Municipality - Ethekewini Transport Authority (ETA) Unit and Transnet. The route consists of two sections namely:

Section A:

The route commences at the Bayhead Road and Langeberg Road intersection, within the Bayhead Precinct of the port and ends at the South African National Defence Force (SANDF) site (a planned truck staging site), within the Mobeeni East district. This route is a four-lane dual carriageway road, with two lanes in each direction (ultimate 6-lanes) with a planned road reserve of 30 metres.

The alignment runs south of the Amanzimnyama Canal, on structure over railway in the Bayhead Area and passing over the M7. Thereafter, the alignment drops down to grade and travels south towards Jacob's rail station through the Transnet Diesel Depot Site, near Wentworth Rail yard, traversing over the rail via a structure, and finally connecting at grade at Chamberlain Road and Bluff Road intersection. The section of the route, i.e. the intersection to Bluff Road may require a section of Bluff Road to be closed and/or expropriation of some sites along Bluff Road in order to achieve the intersection with Bluff Road. An exit lane connecting the SANDF site and Bluff Road is incorporated in this section of the route. The exit lane would utilise a current rail siding (owned by Ethekewini Municipality) that traverses underneath Bluff Road. This road would serve as a direct route onto the second access road, port bound from the planned SANDF truck staging site.

Section B:

This section of the route commences from the planned truck staging (SANDF) site (or from the end of Section A), in the northern Mobeeni district, and terminates along Grimsby Road. This route is a four-lane dual carriageway road (ultimate 6-lanes), with two lanes in each direction and a 30-metre road reserve. The route traverses along the Amanzimnyama Canal, underneath Quality Street Bridge, for the first third of its length. It then increases in height slightly to align with Richard Carte Road at grade, forming an intersection. Continuing at grade the route connects to Barrier Lane where it continues at grade until a structure over the railway connecting to Grimsby Road. The structure forms an elevated intersection above South Coast Road, which connects South Coast and Grimsby roads. The proposed elevated structure is to form an overhead H-bridge interchange forming a single point intersection on the bridge.

The project is located in the city of Durban, Ethekewini Municipality, Wards 32, 64 and 75.

Refer to the study area as shown in Figure 1 and Part 4 - Annexure 3 for the concept route location alignment.

C3.2 EMPLOYER'S OBJECTIVES

C3.2. PURPOSE

The purpose of this project is to improve access to the Port of Durban, South Durban Industrial Basin (SDIB) area and improve where possible traffic operations for port related and general traffic.

C3.3: PROJECT OBJECTIVES

The project will include the following:

1. Scoping and Environmental Impact Assessment (EIA) for the proposed second access road (section A and B) which will include all specialist studies required to support the EIA and obtain Environmental Authorisation, statutory clearances and water use license where necessary.
2. Preliminary design for the second access which will include preliminary geometric design, preliminary pavement design, preliminary road structure design, access management, provision in the design for the implementation of electronic / intelligent traffic management systems, preparation of "hand plans" for land acquisition, and preliminary design with drainage design cost estimates for construction.
3. Assess the transport impact of the proposed medium-to-the-long-term framework TRANSNET development scenarios using the Ethekwini's EMME 4 model. This work is independent from the second access to the Port. Further details that the Service Provider is required to do are captured in C3.17 on page 57.

C3.4 LENGTH OF SERVICES

The total duration for this project is 730 calendar days. This begins with the contract acceptance offer.

C3.5 SCHEDULE

The service provider shall develop a plan for the project activities necessary for delivering the project in a timely manner consistent with the length of service described in C3.4 The plan shall include a list of activities, estimated duration and resources as well as a Critical Path Method (CPM) schedule and other information as appropriate.

The service provider shall provide a schedule of major project milestones

C3.6 PROGRESS MEETINGS

The service provider shall schedule and attend monthly progress meeting. The service provider shall document the progress meetings through Meeting notes ("minutes"), which shall be distributed to the team within 5 calendar days of the meeting.

C3.7 RESPONSIBLE/ ACCOUNTABLE/ CONSULTED/ INFORMED (RACI) CHART

The responsibility chart indicates the division of responsibilities between the service provider, ETA and Transnet. This chart is intended as a "checklist", in the event of conflict, the written Scope of Work shall take precedence.

ITEM	SCOPE SECTION	SERVICE PROVIDER	ETHEKWINI MUNICIPALITY	TRANSNET
Scoping and Environmental Impact Assessment				
Environmental Impact Assessment Report	B1.1.2	X		
Specialist studies to support EIA	B1.1.2	X		
Stakeholder consultation	B1.1.3	X	X	X
Traffic Impact and Traffic Engineering Study				
Collect and review information	B1.1.5	X	X	X
Traffic counts and travel time surveys	B1.1.5	X		
Traffic modelling and traffic impact assessment	B1.1.6	X	X	
Traffic road layout design	B1.1.5	X		
Location / Engineering Surveys				
Topographical surveys	B1.1.11	X		
Geotechnical surveys	B1.1.8	X		
Road Geometric Design				
Horizontal and vertical alignment	1.3	X		
Intersection / access design	1.3	X		
Pavement design	1.3	X		
Structures design (e.g. bridge / tunnel)	1.3	X		
Land acquisition				
Prepare land acquisition / hand plans	B1.1.4	X	X	X
Land acquisition cost estimates	B1.1.4	X		
Clearance letters	B1.1.4	X	X	X
Cost estimates				
Prepare construction cost estimates	1.4	X		
Prepare land acquisition cost estimates	B1.1.4	X		
Strategic Transport Assessment	B1.1.5	X	X	
Project Management, Facilitation and Coordination	B1.1.1	X		
Critical Success Factors and Fatal Flaws	1.2	X		
Mandatory Transformation Strategy	1.4	X		
Capacity Building	B1.1.15	X	X	X

C3.8 PROJECT SPECIFICATION

B1.1.2 SCOPING AND ENVIRONMENTAL IMPACT ASSESSMENT

The service provider shall be responsible for carrying out all aspects of the scoping and EIA in line with the latest approved regulations, legislation, by-laws, etc. and shall obtain environmental authorisation as well as relevant permits and licenses for the project.

Specialist Studies

Given the nature of the project, a range of specialist studies may be necessary that include (but not limited to):

1. Hydro-geological assessment
2. Traffic impact and traffic engineering studies and strategic transport assessments.
3. Social impact study
4. Heritage assessment
5. Wetland delineation and functionality assessment
6. Noise assessment
7. Air quality assessment
8. Visual assessment
9. Risk assessment
10. Hydrological assessment
11. Ecological assessment
12. Aquatic ecological assessment

Service provider shall be responsible for all relevant applicable legislative requirements. These include but not limited to; (Environmental Authorisation, WULA etc.).

The regulations does specify that the environmental specialist must be independent and that if they are in-house, they will need to comply with Regulation 13. (2) and (3) of the EIA Regulations (page 225 of regulation). Though not part of the regulations, it is advisable that the tenderer advise or check with the Competent Authority prior, an external will be ideal, but if in-house, they must comply with Regulation 13 (2) and (3), which will be at their own cost.

B1.1.3 STAKEHOLDER CONSULTATION, PUBLIC INFORMATION MEETINGS AND PUBLIC HEARINGS

Stakeholder consultation and public information meetings is a critical aspect relating to the success of this project. The purpose of the consultation and meetings shall be to inform the public of the scope and status of the project. In addition, consultation and meetings must cover the various positive and negative impacts of the project (e.g. environmental, social and business impacts, etc.) and provide sound mitigation measures for negative impacts.

The service provider shall be responsible for the following tasks:

1. Coordinate and attend one team meeting prior to the public information meeting.
2. Prepare meeting information in the form of graphics, cost estimates, and other material appropriate to describe the project to the public.
3. Identify and secure a meeting location and schedule meeting
4. Prepare draft advertisement for the public information meeting
5. Prepare handout materials (including sign-in sheets, comment sheets, and ancillary materials) not to exceed two hundred (200) copies at five (5) pages per copy.
6. Attend the meeting, chair the meeting, answer questions, and give presentations at the meeting.
7. Taking and distribution of minutes.
8. Experience for Stakeholder consultant to include:
 - involvement on civil engineering projects with multi-faceted stakeholders which includes taxi association, business forums, rate payer's associations, councillors, affected landowners and affected businesses.

The service provider shall be responsible for:

2. Base year model shall be calibrated and validated using the traffic surveys
3. Two future horizon year scenarios must be assessed:
 - a. 10-year horizon using appropriate growth rate from base year model
 - b. 2040-year horizon using traffic demand from EMME model
4. The necessary road improvements must be identified and TRL's must be developed. Acceptable traffic operations standards will be agreed with ETA.
5. All intersection must also be tested using SIDRA software

The service provider shall be responsible for capacity building of ETA and Transnet staff through the provision of a traffic engineering course and full Aimsun modelling training up to minimum Calibration and Validation standard as presented by EThekweni Municipality for at least six ETA and six Transnet staff members, purchasing of two copies of Highway Capacity Manual and two copies of Highway Capacity Software. A provision sum has been allowed for.

1.3 DESIGN REFERENCES

1.3.1 Miscellaneous Reports and Studies for this project

The route location and feasibility study for the proposed second access route has been completed for the project and was undertaken by the Strategic Transport planning Department of the ETA:

1.3.2 DESIGN CRITERIA FOR THE SECOND ACCESS ROAD

Design of this project will be guided by the basic design criteria listed in this section. The design criteria will serve as the basis for referencing the project design standards and guidelines.

General

Design Year	2035
Design Speed	60 kmph (minimum) – 70 kmph (preferred)
Pavement Design Life	20 years

Geometry

Slope guidelines:	
Maximum Gradient:	8%
Minimum Vertical Clearance:	5,1m
Maximum super elevation:	6%
Horizontal radius	135m (minimum) – 185m (preferred)
Crest K	16 (minimum) – 23 (preferred)
Sag K	8 (minimum) – 12 (preferred)

Roadway

Number of Traffic Lanes:	4 (ultimate 6-lanes)
Traffic Lane width:	3,7m
Shoulder	3m outside and 1m inside
Median	5m
Road reserve	30m

The above design parameters are subject to review and amendment where necessary.

B1.1.11 LOCATION / ENGINEERING SURVEYS

The service provider shall obtain the necessary topographical surveys and structural surveys for carrying out the preliminary design for the second access road. The extent of the survey shall be based on the route location alignment - refer to - Annexure 4.3.

The service provider shall request the necessary geotechnical investigations for informing the preliminary design for the second access.

1.3 ROAD GEOMETRIC DESIGN

The service provider shall be responsible for preparation of the preliminary design for the second access road as per the alignment of the route location. Deviations to this alignment may be required subject to impact on land acquisition, improving geometrics, access requirements and other factors that were not considered in the route location study.

The design must make provision for the following:

1. Ultimate cross section of six lanes
2. Provision for the future installation of intelligent transport management systems e.g. electronic information signs.

B1.1.4 LAND ACQUISITION

The service provider shall determine the extent of land acquisition required as part of the preliminary design for the project and prepare the necessary hand plans and obtain the necessary clearances where required. The service provider is also required to estimate the cost for land acquisition.

1.4 COST ESTIMATES

The service provider shall prepare the preliminary design project cost estimates in hard copy format.

B1.1.5 STRATEGIC TRANSPORT ASSESSMENT

The service provider shall assess the transport impact of the proposed medium to long term framework TRANSNET development scenarios using the Ethekwini's EMME 4 model. This work is independent from the second access to the Port.

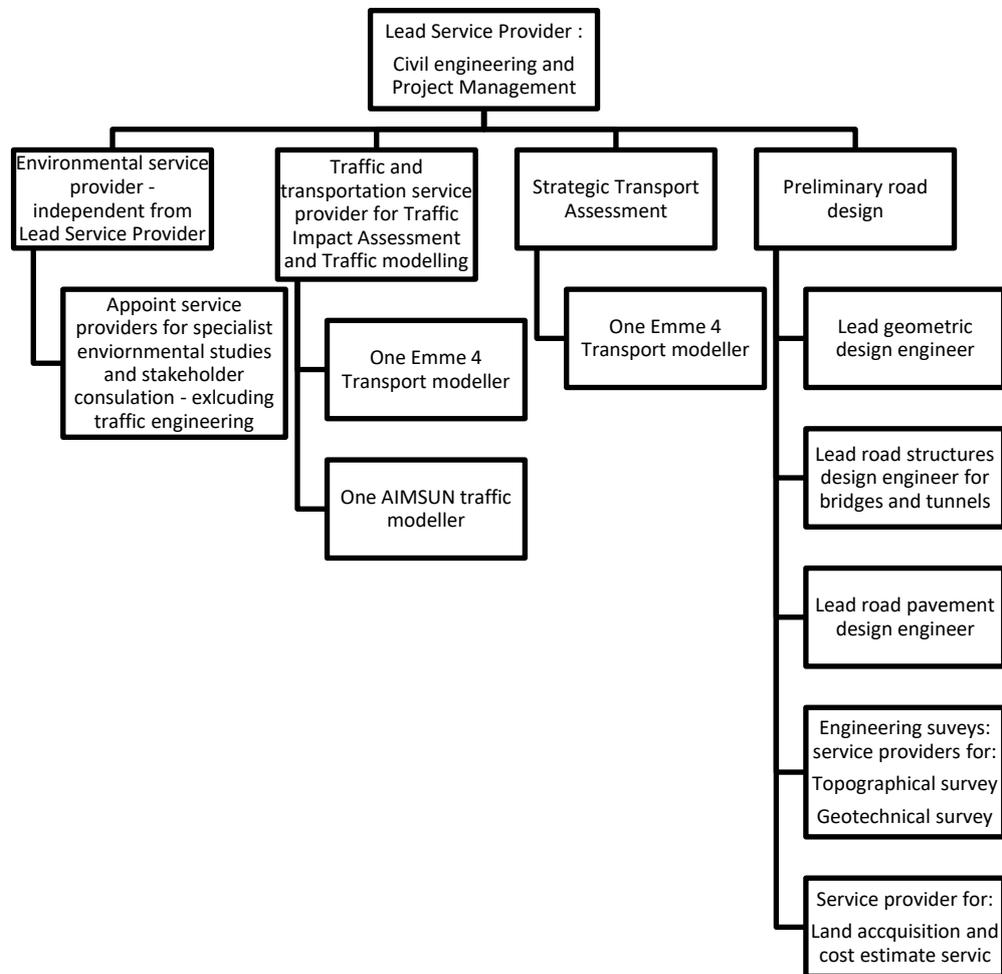
The service provider is required to:

1. Validate the base year i.e. the South Durban Basin cordon area with latest screen-line counts (2026 baseline).
2. Test Transnet's medium, long and ultimate development (demand side) projects (to be supplied by TRANSNET). The demand for these development scenarios would need to be converted from the commodities and containers to be classified into the three freight vehicle class types and thereafter converted into suitable passenger car units (PCU) trips to be tested in the EMME model. (As was done during the IFLS, 2026).
3. Develop transport solutions (using a percentage split to road, rail and/or pipeline) for the proposed Transnet development generated traffic.
4. 3 scenarios to be tested in EMME for the AM, PM peak traffic hour and the freight traffic peak hour (the off-peak traffic hour) for the three different timeframes. The timeframes to be tested should be the 2030, 2035 and 2040 projected years (maximum of 18 scenarios in total are to be tested).

B1.1.1 PROJECT MANAGEMENT, FACILITATION AND COORDINATION

The service provider shall be responsible for all aspects of project management, project facilitation and project coordination. Project management standard to be used shall be PMP ®.

The key project team structure is as follows:



1.2 CRITICAL SUCCESS FACTORS AND FATAL FLAWS

The project is dependent on various critical factors such as the EIA, stakeholder consultation, land acquisition, etc. The service provider is required to identify fatal flaws and appropriate solutions where necessary in order to ensure delivery of the project. The service provider must inform ETA as soon as a fatal flaw has been identified.

A detailed project programme, key milestones, activities / tasks and risks must be identified and monitored throughout the project. The various project activities /tasks must only proceed if there are no fatal flaws and/or adequate risk measures have been identified and actioned in order mitigate risks or resolve fatal flaws.

The service provider shall not be entitled to payment on project activities / tasks where fatal flaws and risks have not been identified and /or mitigated.

1.4 RADICAL ECONOMIC TRANSFORMATION STRATEGY

The following transformation strategy is mandatory:

1. 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 people) owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.
2. It is compulsory for all tenderer's to sub-contract with other entities even if the company meet the requirements.

The tenderer will be required to conclude all sub-contracting agreements and present to the employer prior to site hand-over, failure to do so within the timeframe to be agreed on will render the award to be null and void.

3. Candidate Development Programme: The tendering entity shall employ one BSc Eng Civil graduate and one BTech Eng Civil graduate for period of the duration of the contract. Such graduates must be newly qualified and not have been in the employment of others after receipt of qualification previously, unless otherwise advised by the Employer. The tenderer shall be required to provide the necessary exposure, on the project or via placement on another project undertaken by the tenderer or placement with a consultant other than those involved on the project. The tenderer shall be responsible to manage the candidates' progression, irrespective of the area of placement. The Service Provider shall be required to assess each candidate's current progression and provide the relevant exposure in accordance with ECSA's Competency Development Standards. The necessary ECSA professional experience reports must be completed.

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

B1.1.15 CAPACITY BUILDING

The service provider shall carry out capacity building for ETA and Transnet staff by way of traffic and transport impact assessment training courses and full Aimsun modelling training up to minimum Calibration and Validation standard as presented by EThekweni Municipality. All training courses shall be accredited ECSA CPD courses. In addition, the service provider shall procure the traffic engineering manuals and software as required for the training courses. A provisional sum has been allowed for in the schedule of fees.

C3.3: ANNEXURES

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July, 2009: Edition 3 of CIDB document 1015

Standard Professional Services Contract

STANDARD PROFESSIONAL SERVICES CONTRACT

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



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ANNEXURE 4.1 : CONCEPT ROUTE ALIGNMENT

