



**DEPARTMENT**  
**TECHNICAL SERVICES**  
**DIRECTORATE**  
**eThekweni Water Services**  
**DIVISION**  
**Engineering Services**

**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: 31577-5W**

**Contract Title:** Professional Services Contract for the Implementation of Water Conservation and Water Demand Management Strategies within the Northern Operational Area of the eThekweni Municipality

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** [Compulsory Clarification Meeting](#)

**Meeting Location:** 23 February 2026 at 10:00am

**Date, Time:** Teams Meeting: Meeting ID: 353 529 806 355 10  
Passcode: pT2WB3vv

**Queries can be addressed to:** [eMail: devashan.govender@durban.gov.za](mailto:devashan.govender@durban.gov.za). All email queries to be submitted by 5 March 2026 and consolidated questions and answers to be uploaded on the website on 12 March 2026.  
**The Employer's Agent's Representative:**

**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:** [20/03/2026](#) 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](mailto: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: Engineering Services**

**Date of Issue: 01/12/2025**

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 analyse, design and implement Water Conservation and Water Demand Initiatives to reduce the Non-Revenue Water Levels within the eThekweni Municipality.

| Subject                            | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Tender Data |
|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>Employer</b>                    | The Employer is the eThekweni Municipality as represented by:<br><b>Deputy Director: Engineering Services</b>                                                                                                                                                                                                                                                                                                                                                                            | C.1.1.1     |
| <b>Tender Documents</b>            | Documentation is to be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekweni Municipality Website</b> :<br><ul style="list-style-type: none"> <li><a href="https://www.etenders.gov.za/">https://www.etenders.gov.za/</a></li> <li><a href="https://www.durban.gov.za/pages/business/procurement">https://www.durban.gov.za/pages/business/procurement</a></li> </ul>                                                                                      | C.1.2       |
| <b>Meeting Type</b>                | <b>Compulsory Clarification Meeting</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                  | C.2.7       |
| <b>Meeting Details</b>             | <b>23 February 2026 at 10:00am</b><br><b>Teams Meeting: Meeting ID: 353 529 806 355 10</b><br><b>Passcode: pT2WB3vv</b>                                                                                                                                                                                                                                                                                                                                                                  | C.2.7       |
| <b>Seek Clarification</b>          | Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are:<br><b>eMail: <a href="mailto:devashan.govender@durban.gov.za">devashan.govender@durban.gov.za</a>. All email queries to be submitted by 5 March 2026 and consolidated questions and answers to be uploaded on the website on 12 March 2026.</b>                                                                                                              | C.1.4       |
| <b>Submitting a Tender Offer</b>   | The Tender Offer (hard copy) shall be delivered to:<br><br><b><a href="#">The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban</a></b><br><br>An <b>electronic submission</b> , via the eThekweni Municipality <b>JDE System (SSS Module)</b> , is also to be made. Refer to Part T1.1.2 and Tender Data: C.2.13. Notwithstanding the <b>electronic submission</b> , a tender offer will only be deemed valid if the "hard copy" submission has been made. | C.2.13      |
| <b>Closing Time</b>                | The Tender Offer (hard copy) shall be delivered, and the electronic submission completed, both on or before <b>20/03/2026</b> , at or before <b>11h00</b> .                                                                                                                                                                                                                                                                                                                              | C.2.15      |
| <b>Evaluation of Tender Offers</b> | <b>The 80/20</b> Price Preference Point System, as specified in the <b>SCM Policy: Section 52: Preferential Procurement</b> will be applied in the evaluation of tenders. <b>Tender Data: C.3.11: Evaluation of Tender Offers</b> 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**

## **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 eThekweni Municipality JDE System. Refer to Part T1.1.2.

### **eThekweni 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 eThekweni Supply Chain Management Policy requires suppliers/ service providers/ contractors to be registered on the **eThekweni Municipality's Supplier Portal**.

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

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

The following is to be noted:

- The information for registration as in the possession of the eThekweni 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.

### **T1.1.3: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM**

**This Part (T1.1.3) is for information purposes only.**

**Compliance requirements are stated in Part T1.2: Tender Data.**

#### **1) General**

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

This JDE System will be used for:

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

#### **2) Registrations**

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

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

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

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

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

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

- Service providers requiring access must send an email to [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)  
A copy of the **Director's ID** is required:
- On receipt of this email, the Procurement and Supply Chain Management (P&SCM) Directorate will respond with the login credentials and a link to the **JDE System**.

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

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

##### **General Queries:**

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

##### **Technical Queries:**

- Jabulani Chauke    Tel:            031 322 9535  
                                 Email:        [Jabulani.Chauke@durban.gov.za](mailto:Jabulani.Chauke@durban.gov.za)

#### **4) Viewing of available tenders**

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

## 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 eThekwin 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 eThekwin 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**

|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                  |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>C.1</b>   | <b>General</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                  |
| <b>C.1.1</b> | <b>Actions</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                  |
| 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.                                                                                                                                                                                                                                                                                                                                                                                       | 2) <i>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.</i> |
| 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. | 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.                                                                                                                                                    |
|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>C.1.2 Tender Documents</b>                                                                                                                                                                                                                                                                                    |
|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | The documents issued by the employer for the purpose of a tender offer are listed in the <b>Tender Data</b> .                                                                                                                                                                                                    |
|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>C.1.3 Interpretation</b>                                                                                                                                                                                                                                                                                      |
|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | C.1.3.1 The <b>Tender Data</b> 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 <b>Tender Data</b> and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.                                                                                                        |
|              | <i>Note:</i><br>1) <i>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.</i>                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                  |

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><b>C.2.2 Cost of tendering</b></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 <b>Tender Data</b>, 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><b>C.1.6.3 Proposal procedure using the two stage-system</b></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><b>C.1.6.3.1 Option 1</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                              | <p><b>C.2.3 Check documents</b></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 <b>Tender Data</b>, 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>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>                                                                                                                                                                                                          |
| <p><b>C.1.6.3.2 Option 2</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                              | <p><b>C.2.4 Confidentiality and copyright of documents</b></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>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.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 <b>Tender Data</b>, and award the contract in terms of these conditions of tender.</p>                                                                                                                                                                                                                                | <p><b>C.2.5 Reference documents</b></p>                                                                                                                                                                                                                                                                                        |
| <p><b>C.2 Tenderer's obligations</b></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><b>C.2.1 Eligibility</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                               | <p><b>C.2.6 Acknowledge addenda</b></p>                                                                                                                                                                                                                                                                                        |
| <p>C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the <b>Tender Data</b> and the tenderer, or any of his principals, is not under any restriction to do business with employer.</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 <b>Tender Data</b>, in order to take the addenda into account.</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>                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                |

## 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.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                           |
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| 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 <b>Tender Data</b> , as well as the tenderer's name and contact address.                                                                                                                                                                    | the requirements of these conditions of tender apply equally to the extended deadline.                                                                                                                                                                                                                                                                                                                                                    |
| C.2.13.6 Where a two-envelope system is required in terms of the <b>Tender Data</b> , place and seal the returnable documents listed in the <b>Tender Data</b> 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 <b>Tender Data</b> , as well as the tenderer's name and contact address. | <b>C.2.16 Tender offer validity</b>                                                                                                                                                                                                                                                                                                                                                                                                       |
| 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 <b>Tender Data</b> .                                                                                                                                                                                                                                                                       | 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 <b>Tender Data</b> after the closing time stated in the <b>Tender Data</b> .                                                                                                                                                                                                                                  |
| 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.                                                                                                                                                                                                                                                                                          | C.2.16.2 If requested by the employer, consider extending the validity period stated in the <b>Tender Data</b> for an agreed additional period with or without any conditions attached to such extension.                                                                                                                                                                                                                                 |
| 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 <b>Tender Data</b> .                                                                                                                                                                                                                                                                                                                            | 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). |
| <b>C.2.14 Information and data to be completed in all respects</b><br><br>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.                                                                                                                                                                                                                              | 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".                                                                                                                                                                                                                                       |
| <b>C.2.15 Closing time</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>C.2.17 Clarification of tender offer after submission</b>                                                                                                                                                                                                                                                                                                                                                                              |
| C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the <b>Tender Data</b> not later than the closing time stated in the <b>Tender Data</b> . Accept that proof of posting shall not be accepted as proof of delivery.                                                                                                                                                                                                                           | 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.                    |
| C.2.15.2 Accept that, if the employer extends the closing time stated in the <b>Tender Data</b> for any reason,                                                                                                                                                                                                                                                                                                                                                                      | <i><b>Note:</b> 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>                                                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>C.2.18 Provide other material</b>                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 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                                                                                                                                                                                                                                                                                    |

|                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| <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.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.</p>                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p><b>C.2.19 Inspections, tests and analysis</b></p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the <b><i>Tender Data</i></b>.</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"> <li>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;</li> <li>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</li> <li>c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.</li> </ul> |
| <p><b>C.2.20 Submit securities, bonds and policies</b></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 <b><i>Contract Data</i></b>.</p>                                                                                                  | <p><b>C.3.2 Issue Addenda</b></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 <b><i>Tender Data</i></b>. If, as a result a tenderer applies for an extension to the closing time stated in the <b><i>Tender Data</i></b>, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.</p>                                                                                                                                                                                                                                                                                                                                                     |
| <p><b>C.2.21 Check final draft</b></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><b>C.3.3 Return late tender offers</b></p> <p>Return tender offers received after the closing time stated in the <b><i>Tender Data</i></b>, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <p><b>C.2.22 Return of other tender documents</b></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 <b><i>Tender Data</i></b>.</p> <p><b>C.2.23 Certificates</b></p> <p>Include in the tender submission or provide the employer with any certificates as stated in the <b><i>Tender Data</i></b>.</p>           | <p><b>C.3.4 Opening of tender submissions</b></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 <b><i>Tender Data</i></b>. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <p><b>C.3 The employer's undertakings</b></p> <p><b>C.3.1 Respond to requests from the tenderer</b></p> <p>C.3.1.1 Unless otherwise stated in the <b><i>Tender Data</i></b>, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the <b><i>Tender Data</i></b> and notify all tenderers who collected tender documents.</p>                                     | <p>C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the <b><i>Tender Data</i></b>, the name</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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| C.3.4.3      | Make available the record outlined in C.3.4.2 to all interested persons upon request.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>C.3.5</b> | <b>Two-envelope system</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| C.3.5.1      | Where stated in the <b>Tender Data</b> 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 <b>Tender Data</b> and announce the name of each tenderer whose technical proposal is opened.                                                                                                                                                                                                                                                                                                                                                       | C.3.8.1      | Determine, after opening and before detailed evaluation, whether each tender offer properly received:<br>a) complies with the requirements of these Conditions of Tender,<br>b) has been properly and fully completed and signed, and<br>c) is responsive to the other requirements of the tender documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 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 <b>Tender Data</b> , 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. | 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:<br>a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,<br>b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or<br>c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.<br><br>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. |
| <b>C.3.6</b> | <b>Non-disclosure</b><br><br>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.                                                                                                                                                                                                                                                                                                                                       | <b>C.3.9</b> | <b>Arithmetical errors, omissions and discrepancies</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>C.3.7</b> | <b>Grounds for rejection and disqualification</b><br><br>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.                                                                                                                                                                                                                                                                                                                                                                                      | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>C.3.8</b> | <b>Test for responsiveness</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 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:<br>a) the gross misplacement of the decimal point in any unit rate;<br>b) omissions made in completing the pricing schedule or bills of quantities; or<br>c) arithmetic errors in:<br>(i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or<br>(ii) the summation of the prices.                                                                                                                                                                                                                                                                    |
|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | C.3.9.3      | Notify the tenderer of all errors or omissions that are identified in the tender offer and either                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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 **eThekweni Municipality** as represented by:  
**Deputy Director: Engineering Services**

##### 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.

Electronically downloaded documentation is obtainable from the National Treasury’s **eTenders Website** and/ or the **eThekweni 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: Bhavna Soni  
Tel: 031 311 8607  
eMail: [Bhavna.Soni@durban.gov.za](mailto:Bhavna.Soni@durban.gov.za)

The Employer’s Agent’s Representative is:

Name: [Devashan Govender](#)  
Tel: 031 311 87 96  
eMail: [devashan.govender@durban.gov.za](mailto:devashan.govender@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.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 **eThekweni 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.
  - T2.2.3: MBD 4: Declaration of Interest.
  - T2.2.4: MBD 5: Declaration for Procurement Above R10 Million.
  - T2.2.6: MBD 6.1: Preference Points Claimed Form (SCM Policy Section 52.7)
  - T2.2.7: MBD 8: Declaration of Bidder’s Past SCM Practices.
  - T2.2.8: MBD 9: Certificate of Independent Bid Determination.
  - T2.2.9: 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.
  - T2.2.13: CIDB Registration and Status.

### C.2.1.2 Eligibility

Eligibility criteria will be used for the evaluation of this tender. A Tenderer will not be eligible if:

- The Tenderer fails to meet the minimum requirements for section C2.1.2 a);
- Any of the proposed key personnel fails to meet the minimum requirements that are provided in section C2.1.2 b);
- The Tenderer does not meet the minimum requirements for C2.1.2 c).

#### a) Tenderer’s Experience

For the purpose of the Evaluation of Tenderer’s Experience the following projects will be deemed as relevant projects:

- Projects that are related to real loss reduction intervention activities such as active leakage control (establishment of DMA’s, monitoring systems, etc.), leak detection and repair, pressure management and mains replacement.
- Projects that are related to apparent loss reduction intervention activities such as meter management, data handling controls, accounting controls and policy/enforcement.
- Projects that include sewage flow monitoring (demonstrated competence and equipment – temporary and permanent) and internal leak repair/retrofitting programs;

- Projects related to monitoring, evaluation and performance management activities such as water balances, KPI's, etc.
  - Projects involving the installation of advanced PRV controllers which have the ability to allow for remote pressure changes, online monitoring with alarm and pattern change recognition.
- In addition to the above requirements, the project must have resulted in the reduction of NRW figures of at least five (5) percent in order for the project to be deemed as a relevant project.

The Tenderer must have completed at least seven (7) least three (3) relevant projects which have a minimum of one year contract duration and present-day value of ten (10) million rands, over the past sixteen (16) years (February 2009 to date). Where applicable, an escalation of five (5) percent per annum will be applied in order to obtain the present-day project value.

Please note that:

- Experience claimed for joint venture work may be included in the evaluation only if the tenderer physically carried out the work aligned with the scope of work in this tender;
- Returnable form T2.2.13: "Eligibility Schedule: Experience of Tenderer" is to be completed by Tenderer. This returnable will be verified by the Employer;
- Returnable form T2.2.14: "Eligibility Schedule: Proforma Employer Reference of Relevant Projects" is to be duplicated for each project completed by the Tenderer. Failure to complete the returnable and/or submit the required documents will result in the project not being considered in the evaluation.

## **b) Key Personnel**

The tenderer is to submit the CVs of the key personnel that are proposed for this project. The following documents must accompany the CVs of each key personnel:

- A signed certified affidavit from the proposed individual stating that he/she is employed by the tenderer, or he/she will be available on a full-time employment, from the commencement of the project until the completion of the project, subject to their mandatory notice period.
- All supporting documents (identity document, qualifications, and professional registration certificates).

Tenderers are to complete Returnable form T2.2.15: "Eligibility Schedule: Key Personnel". All key personnel must meet the minimum eligibility criteria that is prescribed below, if any of the key personnel fail to meet the eligibility criteria then the Tenderer will be deemed to be ineligible. Please note that if a Tenderer fails to submit the CV or the supporting documents for any of the key personnel then the Tenderer will be deemed to be ineligible. It must be noted that the successful tenderer will be allowed to change the proposed key personnel only if the new key personnel has equal or better qualifications and relevant experience than the original proposed personnel.

### **1. Key Personnel – Project Manager**

The proposed Project Manager must have:

- A Bachelor of Science Degree in Civil Engineering;
- Professional Registration with the Engineering Council of South Africa (ECSA);
- At least twelve (12) years of post-graduate experience relating to the implementation of Water Demand Management interventions and or the implementation of Non-Revenue Water Reduction Programmes.

### **2. Key Personnel – Project Engineer**

The proposed Project Engineer must have:

- A Bachelor of Science Degree in Civil Engineering;
- Professional Registration with the Engineering Council of South Africa (ECSA);
- At least six (6) years of post-graduate experience relating to the implementation of Water Demand Management interventions and or the implementation of Non-Revenue Water Reduction Programmes.

### **3. Key Personnel – Senior Technicians/Field Staff (X4)**

The Tenderer must have 4 Senior Technicians/Field Staff assigned to this project. These employees must have either:

- A National Diploma in Civil Engineering and at least three (3) years of experience relating to the implementation of Water Demand Management interventions and or the implementation of Non-Revenue Water Reduction Programmes.
- Or Field Staff with at least five (5) years' experience relating to the implementation of Water Demand Management interventions and or the implementation of Non-Revenue Water Reduction Programmes.

### c) Specialized Equipment

Due to the nature of the work that is to be undertaken, the Tenderer will need specialized equipment. In order to meet the eligibility criteria for Specialized Equipment, the tenderer must provide evidence (in the form of a signed certified affidavit) that he/she owns or has hiring arrangements for the following equipment:

- A minimum of 50 network data loggers;
- A minimum of 5 insertion flow meters;
- A minimum of 2 clamp-on ultrasonic meters.

Tenderers are to complete Returnable form T2.2.16: "Eligibility Schedule: Specialized Equipment". If the Tenderer does not meet the requirements stated above or if the Tenderer fails to submit the supporting documents (a signed certified affidavit) then the Tenderer will be deemed to be ineligible.

#### 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 **eThekweni 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: [Compulsory Clarification Meeting](#)

23 February 2026 at 10:00am

Teams Meeting: Meeting ID: 353 529 806 355 10

Passcode: pT2WB3vv

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 5/03/2026. Emailed questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by 12/03/2026.

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. : **31577- 5W**
- Contract Title : Professional Services Contract for the Implementation of Water Conservation and Water Demand Management Strategies within the Northern Operational Area of the eThekweni Municipality

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 (Portable Document Format) 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.

Parts of each tender offer communicated on paper shall be submitted as an original.

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

The closing time is:

- Date : **Friday, 20 March 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.2.23 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 **eThekweni 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, 6<sup>th</sup> Floor, (Municipal Building), 166 KE Masinga Road, Durban.

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

#### **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.

##### **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**

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

##### **80/20 Procurement System**

$$Ps = 80 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

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: **100%**

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

| <b>Ownership Categories</b> | <b>Criteria</b>                            | <b>80/20</b> |
|-----------------------------|--------------------------------------------|--------------|
| <b>Race: Black</b>          | Equals 0%                                  | 0            |
|                             | Between 0% and 51%                         | 8            |
|                             | Greater or equal to 51% and less than 100% | 16           |
|                             | Equals 100%                                | 20           |

**Maximum Ownership Goal Points:** 20

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

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

### **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:

- The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- The Tenderer or any of its directors/ shareholders are **not listed on the Register of Tender Defaulters**, in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business with the public sector.
- The Tenderer has not:
  - Abused the Employer's Supply Chain Management System; or
  - Failed to perform on any previous contract and has been given a written notice to this effect.
- 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 EtheKweni 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](mailto: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: **31577-5W**

#### **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;

## **PART T2: RETURNABLE DOCUMENTS**

### **T2.1 LIST OF RETURNABLE DOCUMENTS**

#### **T2.1.1 General**

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

The Tenderer is required to complete and sign each and every Schedule and Form listed below to the best of their ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer.

Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is non-responsive.

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

##### **Entity Specific**

|         |                                                                           |    |
|---------|---------------------------------------------------------------------------|----|
| T2.2.1  | Compulsory Enterprise Questionnaire .....                                 | 28 |
| T2.2.2  | Certificate of Attendance at Clarification Meeting/ Site Inspection ..... | 29 |
| T2.2.3  | MBD 4: Declaration of Interest .....                                      | 30 |
| T2.2.4  | MBD 5: Declaration for Procurement Above R10 Million .....                | 32 |
| T2.2.5  | Contracts Awarded by Organs of State in the past 5 years .....            | 33 |
| T2.2.6  | MBD 6.1: Preference Points Claim Form (SCM Policy Section 52.7) .....     | 34 |
| T2.2.7  | MBD 8: Declaration of Bidder's Past SCM Practices .....                   | 36 |
| T2.2.8  | MBD 9: Certificate of Independent Bid Determination .....                 | 38 |
| T2.2.9  | Declaration of Municipal Fees .....                                       | 40 |
| T2.2.10 | CSD Registration Report.....                                              | 41 |
| T2.2.11 | Joint Venture Agreements (if applicable) .....                            | 42 |
| T2.2.12 | Record of Addenda to Tender Documents.....                                | 43 |

##### **Technical Evaluation**

|         |                                                                              |    |
|---------|------------------------------------------------------------------------------|----|
| T2.2.13 | Eligibility Schedule: Experience of Tenderer.....                            | 44 |
| T2.2.14 | Eligibility Schedule: Proforma Employer Reference of Relevant Projects ..... | 45 |
| T2.2.15 | Eligibility Schedule: Key Personnel .....                                    | 46 |
| T2.2.16 | Eligibility Schedule: Specialised Equipment.....                             | 47 |
| T2.2.17 | Contract Participation Goals: Professional Service Provider .....            | 48 |
| T2.2.18 | Declaration Of Work Earmarked for Targeted Enterprises.....                  | 50 |
| T2.2.19 | Declaration Regarding Contract Participation Goals.....                      | 51 |

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

|          |                                         |    |
|----------|-----------------------------------------|----|
| C1.1.1   | Form of Offer .....                     | 52 |
| C1.2.2.2 | Data to be Provided by Contractor ..... | 55 |
| 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 | <b>MBD 4, MBD 6, MBD 8, and MBD9</b> issued by National Treasury <u>must be completed for each tender and be included as a tender requirement.</u> |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------|

**\* 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 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):

was represented by the person(s) named below at the Clarification Meeting for Contract **31577-5W** 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**<sup>1</sup>.
- 2 Any person, having a kinship with persons **in the service of the state**, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to **persons in service of the state**, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

3.8 Are you presently in the service of the state?

Circle Applicable

YES

NO

If yes, furnish particulars: .....

.....

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

YES

NO

If yes, furnish particulars: .....

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

YES

NO

If yes, furnish particulars: .....

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

YES

NO

If yes, furnish particulars: .....

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

YES

NO

If yes, furnish particulars: .....

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

YES

NO

If yes, furnish particulars: .....

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

YES

NO

If yes, furnish particulars: .....

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

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

**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 |    |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----|
|     |                                                                                                                                                                                                                                                                                         | YES               | NO |
| 1.0 | Are you by law required to prepare annual financial statements for auditing?                                                                                                                                                                                                            |                   |    |
| 1.1 | <p><b>If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.</b></p> <p><b>The audited annual financial statements are to be included at the back of the tender submission.</b></p> |                   |    |
| 2.0 | Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?                                                               | 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:**

.....

.....

**T2.2.5 CONTRACTS AWARDED BY ORGANS OF STATE IN THE PAST 5 YEARS**

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

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

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

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

**Date**

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

## T2.2.6 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 or 90/10)** 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**

**or**

**90/10 Procurement System**

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

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

Where:

|            |   |                                                                |
|------------|---|----------------------------------------------------------------|
| $P_s$      | = | Points scored for 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.

| <b>80/20 Preference Points System</b><br>The Specific Goals to be allocated points in terms of this tender: | <b>Maximum<br/>Number of<br/>points<br/>ALLOCATED</b> | <b>Tenderer's<br/>Number of points<br/>CLAIMED</b> |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|----------------------------------------------------|
| <b>Ownership Goal:</b> Race (black)                                                                         | 20                                                    |                                                    |
| <b>Total CLAIMED Points (maximum 20)</b>                                                                    | <b>20</b>                                             |                                                    |

#### 5.0 REMIDIES 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](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

| Circle Applicable |    |
|-------------------|----|
| YES               | NO |

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

|     |    |
|-----|----|
| YES | NO |
|-----|----|

- 4.2.1 If YES, provide particulars.

.....

.....

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

|     |    |
|-----|----|
| YES | NO |
|-----|----|

- 4.3.1 If YES, provide particulars.

.....

.....

|                                    |                                                                                                                                                                                                                                        | Circle Applicable |    |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----|
|                                    |                                                                                                                                                                                                                                        | YES               | NO |
| 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? |                   |    |
| 4.4.1 If YES, provide particulars. |                                                                                                                                                                                                                                        |                   |    |
| .....                              |                                                                                                                                                                                                                                        |                   |    |
| .....                              |                                                                                                                                                                                                                                        |                   |    |
| 4.5                                | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                         |                   |    |
| 4.5.1 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.*

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

|                        |       |       |
|------------------------|-------|-------|
| NAME (Block Capitals): | _____ | Date  |
| SIGNATURE:             | _____ | _____ |

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

### **NOTES**

- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- <sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**<sup>1</sup> invited.
- 2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or **bid rigging**).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- take all reasonable steps to prevent such abuse;
  - 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
  - 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 **31577-5W**  
**Professional Services Contract for the Implementation of Water Conservation and Water Demand Management Strategies within the Northern Operational Area of the eThekweni Municipality**

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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices.
  - (b) geographical area where product or service will be rendered (market allocation).
  - (c) methods, factors or formulas used to calculate prices.
  - (d) the intention or decision to submit or not to submit, a bid.
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**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: **31577-5W** 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:

### T2.2.13 ELIGIBILITY SCHEDULE: EXPERIENCE OF TENDERER

The experience of the Tenderer will be evaluated in this section. For the purpose of the Evaluation of Tenderer's Experience the following projects will be deemed as relevant projects:

- Projects that are related to real loss reduction intervention activities such as active leakage control (establishment of DMA's, monitoring systems, etc.), leak detection and repair, pressure management and mains replacement.
- Projects that are related to apparent loss reduction intervention activities such as meter management, data handling controls, accounting controls and policy/enforcement.
- Projects that include sewage flow monitoring (demonstrated competence and equipment –temporary and permanent) and internal leak repair/retrofitting programs;
- Projects related to monitoring, evaluation and performance management activities such as water balances, KPI's, etc.
- Projects involving the installation of advanced PRV controllers which have the ability to allow for remote pressure changes, online monitoring with alarm and pattern change recognition.

In addition to the above requirements, the project must have resulted in the reduction of NRW figures of at least five (5) percent in order for the project to be deemed as a relevant project.

A Tenderer will be deemed eligible only if the Tenderer has completed at least three (3) relevant projects which have a minimum present-day value of ten (10) million rands, over the past fifteen (15) years (February 2009 to date). Where applicable, an escalation of five (5) percent per annum will be applied in order to obtain the present-day project value. The project experience submitted must include reduction in NRW figures of at least 5% that have been signed off by the Client.

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

| YEAR COMPLETED OR EXPECTED COMPLETION | PROJECT TITLE | DETAILED DESCRIPTION OF WORK | EMPLOYER: NAME AND CONTACT DETAILS | VALUE OF WORK UNDERTAKEN |
|---------------------------------------|---------------|------------------------------|------------------------------------|--------------------------|
|---------------------------------------|---------------|------------------------------|------------------------------------|--------------------------|

The Schedule below is to be filled in by the Tenderer and will be verified and evaluated with the supporting documents received (Employer Proforma T2.2.14 and a Signed Appointment/Completion Letter). If the supporting documents are not provided, then the project will not be considered in the evaluation.

|                                                          | Tenderer's Score | Evaluator's Score | Evaluator's Eligibility Comment |
|----------------------------------------------------------|------------------|-------------------|---------------------------------|
| <b>Number of Relevant Projects Completed by Tenderer</b> |                  |                   |                                 |

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

NAME (Block Capitals):

Date

SIGNATURE:

## **T2.2.14 ELIGIBILITY SCHEDULE: PROFORMA EMPLOYER REFERENCE OF RELEVANT PROJECTS**

The Tenderer must provide the details of each relevant project they have completed. A project is deemed relevant only if it meets the criteria defined in section **C.2.1.2 a**. If the Tenderer fails to complete this proforma in full or the Tenderer fails to submit the supporting documentation for a project, then the project will not be considered in the evaluation.

### **PROFORMA REPORT ON THE TENDERER'S COMPETENCE AND PERFORMANCE ON A RELEVANT PROJECT FOR TENDER RECOMMENDATION PURPOSES**

The following is to be completed by the previous Employer and is to be supported in each case accompanied by (i) A Signed Appointment/Completion Letter; (ii) A Signed and Stamped Reference (in the form issued to the tenderer)

#### **Project Details:**

Description of work: .....

Employer: .....

Value of work: .....

Contract Duration: .....

NRW Reduction (Percentage) Due to Project: .....

| Project Name | Detailed Scope of Work | Project Start Date & Project Completion Date |
|--------------|------------------------|----------------------------------------------|
|              |                        |                                              |

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....  
 .....

Employer's contact person: .....

Telephone: .....

Employer's Signature: ..... Date: .....



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

NAME (Block Capitals):

Date

SIGNATURE:

**T2.2.15 ELIGIBILITY SCHEDULE: KEY PERSONNEL**

The qualification and experience of each of the proposed key personnel is to be evaluated in this section. The key personnel for this project consist of:

- Project Manager;
- Project Engineer;
- Senior Technicians/Field Staff (X4)

The minimum requirements for each of the key personnel can be found in section C.2.1.2 b). The Tenderer is to submit the CVs of the key personnel that are proposed for this project. The following documents must accompany the CVs of each key personnel:

- A signed certified affidavit from the proposed individual stating that he/she is employed by the tenderer, or he/she will be available on a full-time employment, from the commencement of the project until the completion of the project, subject to their mandatory notice period.
- All supporting documents (identity document, qualifications, and professional registration certificates).

All key personnel must meet the minimum eligibility criteria that is prescribed in section C.2.1.2 b), if any of the key personnel fail to meet the eligibility criteria then the Tenderer will be deemed to be ineligible. Please note that if a Tenderer fails to submit the CV or the supporting documents for any of the key personnel then the Tenderer will be deemed to be ineligible.

Each CV **must** be structured according to the following template. This is to be populated under the required heading and submitted.

|                                                       |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
|-------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Name</b>                                           |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| <b>Tendered Post</b>                                  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| <b>Qualification</b>                                  |  | <b>Professional Registration</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| <b>Date Qualification Received</b>                    |  | <b>Date Professional Registration Received</b>                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <b>Relevant Post Qualification Experience (Years)</b> |  | <b>Relevant Post Registration Experience</b>                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| <b>Employer</b>                                       |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| <b>Location</b>                                       |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| <b>Relevant Experience</b>                            |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| <b>Project Value</b>                                  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| <b>Declaration Of involvement in the project</b>      |  | <p>I , _____, ID Number _____, confirm that I would be involved in the execution of the work as per the nominated position and carry out the duties throughout the project. If circumstances change the company would notify the client and a suitable client approved replacement will be made available.</p> <p>The undersigned, which warrants that he / she confirms that the contents of information within the CV are both true and correct.</p> <p>Signature _____ Date _____</p> |  |

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

*confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

#### T2.2.16 ELIGIBILITY: SPECIALISED EQUIPMENT

In this section the equipment that the Tenderer has available will be evaluated. The minimum requirements for specialized equipment can be found in section C.2.1.2 c) The Tenderer is to complete the table below. In addition, the Tenderer is to submit a proof (in the form of a signed affidavit) that he/she owns or has hiring arrangements in place for the following equipment. Failure to comply with the minimum requirements or to submit the required supporting documentation will result in the Tender being deemed Ineligible.

| Tenderer's Name                     |                                 |                                    |
|-------------------------------------|---------------------------------|------------------------------------|
| Specialized Equipment               | Number Required by the Employer | Number that Tenderer has Available |
| Network Data Loggers                | 50                              |                                    |
| Insertion Flow Meters               | 5                               |                                    |
| Portable Clamp-on Ultrasonic Meters | 2                               |                                    |

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

NAME (Block Capitals):

Date

SIGNATURE:

## **T2.2.17 RETURNABLE SCHEDULE: CONTRACT PARTICIPATION GOALS – PROFESSIONAL SERVICE PROVIDER**

### **Objective**

The objective of eThekweni Water & Sanitation empowerment initiative is to bring about meaningful transformation in all procurement projects and in particular in the built environment / consulting industry through the following:

- Meaningful Economic Participation;
- Local Economic Development;
- Transfer of Technical, Management and Entrepreneurial Skills; and
- Creation of sustainable Black Enterprises

### **Contract Participation Goals**

Contract Participation Goal (CPG) – the value of services paid to one or more targeted enterprise(s) exclusive of:

- Provisional Sums and any Value Added Tax or sales tax which the law requires the Employer to pay to the service provider.

The CPG is expressed as a percentage of the total contract amount.

**Tenderers are required to achieve at least 10% Contract Participation Goals (CPG) of the value of goods, services and Works paid to one or more targeted enterprises to comply with eThekweni Municipality BBBEE policy initiative.**

### **Applicability**

The CPG target shall be achieved through the following mechanisms:

- The main Service Provider may propose a suitable targeted enterprise or CPG partner/s provided there is a statement of no objection from eThekweni Water & Sanitation.
- Value of the work to be subcontracted shall be at least **10% (minimum)** of the total contract value excluding VAT, and Provisional Sums.

| <b>Professional Service Providers</b> |                             |                                       |                 |                           |                                      |
|---------------------------------------|-----------------------------|---------------------------------------|-----------------|---------------------------|--------------------------------------|
| TYPE OF ENTERPRISE                    |                             | ANNUAL TURNOVER                       | BLACK OWNERSHIP | TAX CLEARANCE CERTIFICATE | MINIMUM FULL TIME TECHNICAL EMPLOYEE |
| TARGETED ENTERPRISE (TG)              | QUALIFYING SMALL ENTERPRISE | > R10,000,000.00 AND < R50,000,000.00 | > 51%           | Required                  | > 6                                  |
|                                       | EXEMPTED MICRO ENTERPRISES  | < R 10,000,000.00                     | > 51%           | Required                  | > 3                                  |
|                                       |                             |                                       |                 |                           | <b>Minimum 10%</b>                   |

For each monthly invoice submitted by the Service Provider, the Targeted Enterprise(s) hours and costs per function must be clearly articulated to enable the CPG targets to be easily and regularly monitored.

The Service Provider must withhold 10% retention of the Targeted Enterprise(s) fees until the acceptance of the as-built drawings.

The Service Provider must pay the amount due to the Targeted Enterprise within 3 days of receiving payment from the Employer.

### **Requirements for Targeted Enterprise (All Targeted Enterprises must meet these requirements)**

- The Service Provider must not have any equity holding, either directly or through a flow-through principle
- SARS registration and tax clearance;
- Companies & Intellectual Property Commission (CIPC) registration;
- Must be >50% Black-owned.

## Black Owned

- Black people who hold at least 51% of the exercisable voting rights;
- Black people who hold at least 51% of the economic interest.

## Penalties for not achieving the minimum CPG

In the case where the minimum CPG value of 10% is not achieved. The Service Provider will be penalized as follows:

| No. | CPG not Achieved in Contract | Penalty Factor | Application                                                                                                                                                                                                         | Objective                                                                                                                                                                                          |
|-----|------------------------------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | 0 – 2.5%                     | 0.25           | For every percentage CPG not achieved; the CPG amount not achieved in Rands will be multiplied by the corresponding penalty factor. The factored amount in Rands will be deducted from the Service Provider's fees. | The Service Provider is to support and mentor the Targeted Enterprise(s) to achieve the project milestones as part of the objectives to transfer Technical, Management and Entrepreneurial skills. |
| 2   | 2.6 – 5%                     | 0.50           |                                                                                                                                                                                                                     |                                                                                                                                                                                                    |
| 3   | 5.1 – 7.5%                   | 0.75           |                                                                                                                                                                                                                     |                                                                                                                                                                                                    |
| 4   | 7.6 – 10%                    | 1.00           |                                                                                                                                                                                                                     |                                                                                                                                                                                                    |

*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:

**T2.2.18 DECLARATION OF WORK EARMARKED FOR TARGETED ENTERPRISES**

**Contract Participation for Targeted Enterprises**

Total value of Contract excluding VAT and Provisional Sums: \_\_\_\_\_

Total value of contract earmarked for targeted enterprises: \_\_\_\_\_

Percentage (%) contract participation by targeted enterprises: \_\_\_\_\_

**Itemized tasks/work to be performed by the targeted enterprise:**

| <u>Task / Work Description</u> | <u>Value (as per BOQ)</u> |
|--------------------------------|---------------------------|
| _____                          | _____                     |
| _____                          | _____                     |
| _____                          | _____                     |
| _____                          | _____                     |
| _____                          | _____                     |
| _____                          | _____                     |
| _____                          | _____                     |
| _____                          | _____                     |
| _____                          | _____                     |
| _____                          | _____                     |
| _____                          | _____                     |
| _____                          | _____                     |
| _____                          | _____                     |
| _____                          | _____                     |
| <b>TOTAL</b>                   | _____                     |

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

## **T2.2.19 DECLARATION REGARDING CONTRACT PARTICIPATION GOALS**

I, the undersigned, in submitting the accompanying Tender:

\_\_\_\_\_  
\_\_\_\_\_(Contract Number and Description)

In response to the invitation for the Tender made by eThekweni Water & Sanitation

I do hereby make the following declaration and certify the statements contained herein to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ (Name of Tenderer) that:

1. I have read and I understand the contents of this Declaration and the fully completed tender document accompanying this declaration;
2. I understand and declare that the accompanying tender will, and must, be disqualified if this Declaration is found not to be true and complete in every respect;
3. I understand and declare that in the event that this tender is successful, I will be required to, and shall, fully implement the commitments that are submitted with this tender, in particular regarding the Tenderers contract participation goals and commitments towards the allocation of certain portion of the contract to small and emerging entities.
4. I am authorized by the Tenderer to sign this Declaration, and to submit the accompanying bid, on behalf of the Tenderer;

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## **PART C1: 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: **31577-5W**

Contract Title: **Professional Services Contract for the Implementation of Water Conservation and Water Demand Management Strategies within the Northern Operational Area of the eThekweni Municipality**

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

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

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

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

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

#### **For the Tenderer:**

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

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

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

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

**Address** : .....  
: .....

**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](http://www.cidb.co.za) - [copied for ease of reference in C4.2](#)).

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

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

### **C1.2.2 CONTRACT DATA**

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

The Employer is the eThekweni Municipality as represented by: **Deputy Director: Engineering Services**

3.4 & The authorised and designated representative of the Employer is: **Senior Engineer Water Design**

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

- Telephone : **031 311 87 96**
- e-mail : **devashan.govender@durban.gov.za**

The address for the Receipt of communications is: **eThekweni Water and Sanitation,  
P O Box 1038, Durban, 4000**

1 The Project is : **31577-5W**  
: **Professional Services Contract for the Implementation of Water Conservation and Water Demand Management Strategies within the Northern Operational Area of the eThekweni Municipality**

1 Period of Performance : **36 months**

1 Start Date : **14 days after the award of the contract**

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

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

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

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

- 3.12 The penalty per Day payable is: **R 2500** subject to a maximum amount of **2.5% of the contract value**
- 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 **4 weeks**.
- 3.16 The time-based fees shall be adjusted for inflation as per section C3.8.5.
- 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 : **Failure by service provider to use the skill and care normally used by professional providing services of a similar nature.**  
 Cover is : **R 2,000,000.00**  
 Period of cover : **Start of contract until 1 year after the contract is complete.**
2. Insurance against : **Death of or bodily injury to a person (not an employee of the service provider) or loss of or damage to property resulting from an action or failure to take action by the service provider.**  
 Cover is : **R 10,000,000.00**  
 Period of cover : **Duration of the contract.**
- 5.5 The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:
- 1) Make changes to the water supply system.
  - 2) Replacing resources allocated to the project.
  - 3) Making any decision that has financial consequences.
  - 4) Making use of provisional sums.
- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
- 8.1 The Service Provider is to commence the performance of the Services within **14 Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when: **the period of performance expires.**
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **1 month**.
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer**.

- 
- 11.1 A Service Provider may subcontract any work which he has the skill and competency to perform.
- 12.1 Interim settlement of disputes is to be by **As hoc Adjudication**.
- 12.2/3 Final settlement is by **Arbitration**.
- 12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by: **The South African Association of Mediators**.
- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **Association of Arbitrators Southern Africa**.
- 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R2 000 000.00**.
- 13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within **12 months** from the date of termination or completion of the Contract.
- 13.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to **R 2 000 000.00**
- 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                   | <p>The Service Provider is: .....</p> <p>.....</p> <p>Address : .....</p> <p>.....</p> <p>.....</p> <p>Telephone : .....</p> <p>E-Mail : .....</p>                                                                                                       |
| 5.3                 | <p>The authorised and designated representative of the Service Provider is:</p> <p>Name : .....</p> <p>The address for receipt of communications is:</p> <p>Address : .....</p> <p>.....</p> <p>.....</p> <p>Telephone : .....</p> <p>E-Mail : .....</p> |
| 1                   | <p>The Period of Performance is : .....</p>                                                                                                                                                                                                              |
| 5.5 & 7.1.2         | <p>The Key Persons and their jobs / functions in relation to the services are:</p> <p>Name : .....</p> <p>Specific Duties : .....</p> <p>Name : .....</p> <p>Specific Duties : .....</p>                                                                 |

**C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT**

The additional conditions of contract are:

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

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

**C1.2.3.2 RETENTION**

For consultant services in respect of construction contracts, 10% retention will be applied until the provision and acceptance of the final 'as-built' drawings and close out reports.

**C1.2.3.3 CONTRACT PARTICIPATION GOALS**

Tenderers are required to achieve at least 10% Contract Participation Goals (CPG) of the value of goods, services and Works paid to one or more targeted enterprises to comply with eThekweni Municipality BBBEE policy initiative.

**Applicability**

The CPG target shall be achieved through the following mechanisms:-

- The main Service Provider may propose a suitable targeted enterprise or CPG partner/s provided there is a statement of no objection from eThekweni Water & Sanitation.
- Value of the work to be subcontracted shall be at least **10% (minimum)** of the total contract value excluding VAT and Provisional Sums.

| Professional Service Providers |                             |                                       |                 |                           |                                      |             |
|--------------------------------|-----------------------------|---------------------------------------|-----------------|---------------------------|--------------------------------------|-------------|
| TYPE OF ENTERPRISE             |                             | ANNUAL TURNOVER                       | BLACK OWNERSHIP | TAX CLEARANCE CERTIFICATE | MINIMUM FULL TIME TECHNICAL EMPLOYEE | CPG TARGET  |
| TARGETED ENTERPRISE (TG)       | QUALIFYING SMALL ENTERPRISE | > R10,000,000.00 AND < R50,000,000.00 | > 51%           | Required                  | > 6                                  | Minimum 10% |
|                                | EXEMPTED MICRO ENTERPRISES  | < R 10,000,000.00                     | > 51%           | Required                  | > 3                                  |             |

For each monthly invoice submitted by the Service Provider, the Targeted Enterprise(s) hours and costs per function must be clearly articulated to enable the CPG targets to be easily and regularly monitored.

The Service Provider must withhold 10% retention of the Targeted Enterprise(s) fees until the acceptance of the as-built drawings.

The Service Provider must pay the amount due to the Targeted Enterprise within 3 days of receiving payment from the Employer.

**Requirements for Targeted Enterprise (All Targeted Enterprises must meet these requirements)**

- The Service Provider must not have any equity holding, either directly or through a flow-through principle;
- SARS registration and tax clearance;
- Companies & Intellectual Property Commission (CIPC) registration;
- Must be >50% Black-owned.

**Black Owned**

- Black people who hold at least 51% of the exercisable voting rights

- Black people who hold at least 51% of the economic interest

#### **Penalties for not achieving the minimum CPG**

In the case where the minimum CPG value of 10% is not achieved. The Service Provider will be penalized as follows:

| No. | CPG not Achieved in Contract | Penalty Factor | Application                                                                                                                                                                                                         | Objective                                                                                                                                                                                          |
|-----|------------------------------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | 0 – 2.5%                     | 0.25           | For every percentage CPG not achieved; the CPG amount not achieved in Rands will be multiplied by the corresponding penalty factor. The factored amount in Rands will be deducted from the Service Provider's fees. | The Service Provider is to support and mentor the Targeted Enterprise(s) to achieve the project milestones as part of the objectives to transfer Technical, Management and Entrepreneurial skills. |
| 2   | 2.6 – 5%                     | 0.50           |                                                                                                                                                                                                                     |                                                                                                                                                                                                    |
| 3   | 5.1 – 7.5%                   | 0.75           |                                                                                                                                                                                                                     |                                                                                                                                                                                                    |
| 4   | 7.6 – 10%                    | 1.00           |                                                                                                                                                                                                                     |                                                                                                                                                                                                    |

#### **C1.2.3.4 SERVICE PROVIDER'S PERSONNEL**

The Employer reserves the right to subject any team member forming part of the tendered team to a competency test to confirm the stated qualifications, experience and knowledge claimed at the time of tendering. If, in the opinion of the Employer, any team member does not have the prerequisite qualifications and/or experience or is under-performing in terms of the roles and responsibilities assigned to the resource in accordance with the requirements of the Scope of Work, then the Employer shall be entitled to instruct the removal of the relevant team member. Should this be the case, the Service Provider must replace the relevant team member with an alternative resource (to the approval of the Employer), which replacement must have equivalent or better qualifications and/or experience.

#### **C1.2.3.5 ADDITIONAL PENALTIES**

As per eThekweni Municipality's SCM Policy, contract authority is defined as the total contract award value as approved, or supported, by the Bid Adjudication Committee.

Under this Contract, the PSP shall provide financial administration services such as the calculation of quantities, cost estimates, cost control and the procurement process. As part of the financial administration services, the PSP shall prepare monthly project completion cost estimates for the construction contract. This would allow the PSP to timeously inform the Employer if additional budget and/or contract authority will be required to complete the construction contract within the regulatory framework (MFMA, Section 116 (3) and/or National Treasury Circular 62). Should the PSP fail to notify the Employer within the stipulated time frames that additional budget and/or contract authority is required for the construction contract, then the PSP will be subjected to a penalty amount equal to 1 percent of the tendered value of the Professional Service Contract (PSC 2024/002).

The stipulated time frames for the PSP to inform the Employer that additional budget and/or contract authority is required are as follows:

- If the value of the additional budget required (excluding VAT) is greater than 20 percent of the contract authority for the construction contract (excluding VAT), then the PSP is to inform the Employer at least nine months before the additional budget and/or contract authority is required;
- If the value of the additional budget required (excluding VAT) is less than 20 percent of the contract authority for the construction contract (excluding VAT), then the PSP is to inform the Employer at least four months before the additional budget and/or contract authority is required.

#### **C1.2.3.6 REQUIREMENTS FOR STAFF**

In addition, the key personnel listed in section C2.1.2 b) (Eligibility), the Tenderer must have additional 17 employees (4 Senior Technicians, 4 Project Technicians, 1 Site Engineer, 1 Clerk of Works, 1 GIS Technician, 1 Water Distribution Officer, 1 Data Analyst, 4 General Labourers) that will be allocated to this project. The resources provided must have the following qualifications and experience:

- Senior Technicians/ Field Staff – a National Diploma with at least 5 years of experience in Water Demand Management interventions and/or non-revenue water reduction projects;
- Project Technician – a National Diploma with at least 3 years of experience in Water Demand Management interventions and/or non-revenue water reduction projects;
- Site Engineer – a Bachelor of Science Degree in Civil Engineering with at least 5 years of construction monitoring experience in Water Demand Management interventions and/or non-revenue water reduction projects;
- Clerk of Works – Grade 12 Matric Certificate with at least 5 years of construction monitoring experience in relating to Water Demand Management interventions and/or non-revenue water reduction projects;
- GIS Specialist – A Degree or National Diploma with 5 or more years of experience relating to compiling file-based geodatabases, shapefiles, polygons in ArcView GIS 10.2 or later version primarily with water related infrastructure;
- Water Distribution Officer (WDO) – At least 5 years of experience working as a WDO;
- Data Analyst – A Degree with at least 8 years of experience relating to data analysis;
- General Labourers – No relevant experience needed.

The failure of the service provider to have the above-mentioned resources available with for the project can result in the termination of this contract.

### C1.2.3.7 **PERFORMANCE BONUS**

The overall aim of eThekweni Municipality's Turnaround Strategy for the next three years is to reduce the non-revenue water (NRW) levels by 5% per annum (i.e. reduce the NRW levels by 15% from the starting date of this contract). If eThekweni Municipality achieves it's target with regards to it's NRW reduction strategy, then the PSP shall be entitled to claim a performance bonus. The quantum that can be claimed by the PSP as a performance bonus will be as per the table below.

| Reduction of NRW (%) | Performance Bonus                                                                                                                                                                                                                                                                                                                |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0 - 14.99            | R 0.00                                                                                                                                                                                                                                                                                                                           |
| 15- 20               | Performance Bonus = R50 000 x NRW Reduction Percentage – R500 000<br><br>Example:<br>If eThekweni Municipality achieves a NRW reduction level of 16 % when the period of performance of this contract expires then the service provider will be entitled to claim a Performance Bonus of R 300,000.00 (R50 000 x 16 – R500 000). |
| > 20                 | R 500,000.00                                                                                                                                                                                                                                                                                                                     |

### C1.2.3.8 **REPORTING**

The PSP will be required to report all work done and the outcomes of the work done to the Program Manager from 31577-5W: Professional Services Contract for the Implementation of Water Conservation and Water Demand Management Strategies within the Northern Operational Areas of the eThekweni Municipality.

## **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 All Time-Based activities will be carried out by the proposed resources only once the need for their involvement has been established and the commencement of their involvement has been formally agreed to by the *Employer*. In other words, the full project team will not all be required from the date the contract commences but will in all likelihood be phased into the project. Once the respective resources have commenced work on the contract, it is envisaged that their involvement will be on a full-time basis (where applicable).
- C 2.1.3 The man-day allocation has been based on the total number of working days in a 12-month period, excluding allowances for annual leave and public holidays. The Service Provider will only be allowed to claim actual days worked on the project and must therefore make provision in the tendered rate in this regard. A normal full workday is considered to be 8 hours. No overtime will be paid under this Contract.
- C 2.1.4 The staff rates are the price charged for staff and shall include for all the costs to the *Service Provider*, including basic salary, any additional payments or benefits and social costs, annual/special leave, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional, technical staff in general and not on a specific project only. The staff rates shall also include the provision of all computer hardware and software necessary for each resource which shall extend, but not be limited to, desktop PC/laptop, printers, fax machines and all required processing (MS Office or similar), custom software (field measurement, data logging software, etc.) and tools required to carry out pressure and flow logging (for e.g. spanners, pressure gauges, etc). The staff rates shall also include all communication charges – fixed line telephones, mobile phones, faxes and emails. The staff rates are to include for all travelling expenses in accordance with the following table and must include all vehicle costs (repayments, lease hire costs, fuel, maintenance, depreciation, wear and tear and insurance):

| Resource level                                                                 | Anticipated Mileage per Resource per Month | Anticipated Annual Mileage per Resource |
|--------------------------------------------------------------------------------|--------------------------------------------|-----------------------------------------|
| Project Manager                                                                | 1000km                                     | 12000km                                 |
| Project Engineer                                                               | 1000km                                     | 12000km                                 |
| Senior Technician                                                              | 2000km                                     | 24000km                                 |
| Project Technician                                                             | 3500km                                     | 42000km                                 |
| Site Engineer                                                                  | 2000km                                     | 24000km                                 |
| Clerk of Works                                                                 | 2000km                                     | 24000km                                 |
| Water Distribution Officer                                                     | 1000km                                     | 12000km                                 |
| GIS Technician                                                                 | 500km                                      | 6000km                                  |
| Data Analyst                                                                   | 300km                                      | 3600km                                  |
| Notes:                                                                         |                                            |                                         |
| 1. General Laborers will be expected to travel with the Project Technician(s). |                                            |                                         |

Any mileage in excess of that stipulated in the table above shall be deemed to be included in the

tendered rates for these resources. The Employer shall not entertain any claims whatsoever with regards to additional mileage being done by the team.

All costs associated with purchasing, hiring and using the equipment stipulated in sections T2.2.17 and C.2.1.2 c) are to be included in the tendered staff rates.

C 2.1.5 The total annual cost of employment of a person is the total amount borne by the Service Provider in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time when the services are rendered, including basic salary, or a nominal market related salary, fringe benefits not reflected in the basic salary, including normal annual bonus; Employer's contribution to medical aid; group life insurance premiums borne by the Service Provider; the Service Provider's contribution to a pension or provident fund; and all other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefits, private mileage (including to and from work), telephone and/or computer allowances, etc; and amounts payable in terms of an Act.

C 2.1.6 The rates derived from the Pricing Schedule exclude Value Added Tax (VAT).

C 2.1.7 The staff rates tendered are to be based on the understanding that the resources will be required for a maximum uninterrupted period per week as tabulated below:

| Staff                      | Man day allocation per week for this Contract |
|----------------------------|-----------------------------------------------|
| Project Manager            | 1 day                                         |
| Project Engineer           | 3 days                                        |
| Senior Technicians         | 5 days                                        |
| Project Technicians        | 5 days                                        |
| General Labourers          | 5 days                                        |
| Site Engineer              | 5 days (when construction is underway)        |
| Clerk of Works             | 5 days (when construction is underway)        |
| Water Distribution Officer | 5 days                                        |
| GIS Technician             | 2 days                                        |
| Data Analyst               | 2 days                                        |

C 2.1.8 The Service Provider shall be entitled to recover the following expenses incurred in rendering the services:

- duplicating, printing and binding expenses relating to documents and drawings which are issued to any external, related Contractor for procurement, stage reports or contract administration purposes; and
- maps, models, presentation materials and photography requested by the Employer.

C 2.1.9 The Service Provider shall not be entitled to recover any internal administrative, clerical or secretarial staff costs, nor any typing costs.

C 2.1.10 Expenses shall be paid on the basis of:

- invoiced amounts from service providers or suppliers, provided that such amounts are at open market rates; or
- at the applicable rate stated in the National Department of Public Work's document entitled "Rates for Reimbursable Expenses" as published on their website, whichever is the lesser.

- C 2.1.11 Monthly progress claims may be made within 30 days from receipt of a Tax Invoice by the Employer. Progress claims are to be in accordance with the latest South African Association of Consulting Engineers Form of Agreement. The Employer will withhold 10% retention of the Service Provider's Fee until the acceptance of the as-built drawings and close out report.
- C 2.1.12 The rates submitted shall be utilised for the duration, which will include for any extension of the period of performance by the bid committee. If the PSP submits a non-numerical rate or the PSP fails to submit a rate, then that rate for that item shall be taken to be done at a zero rate.
- C2.1.13 Some staff may be required to be employed on a full-time basis and will be deployed on site at the premises of the employer at the Pinetown Depot. The consultant will provide all movable assets\* for these staff. A further provision for office refreshments is to be provided for the site staff.  
\*(Desks, chairs, tables, microwave, fridge, computers, printers, communication devices etc)  
All costs associated with this deployment are to be included in the rates submitted in Part 1 of the pricing schedule.

**C2.2: PRICING SCHEDULE**

| ITE<br>M                                | DESCRIPTION                                                                                                | UNIT | QUANTITY | RATE | AMOUNT |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------|------|----------|------|--------|
| <b>PART 1: Time-Based Staff Rates</b>   |                                                                                                            |      |          |      |        |
| 1.1                                     | <b>Project Manager</b><br>Name: _____<br>Qualifications: _____<br>Professional Registration Number: _____  | Days | 160      |      |        |
| 1.2                                     | <b>Project Engineer</b><br>Name: _____<br>Qualifications: _____<br>Professional Registration Number: _____ | Days | 450      |      |        |
| 1.3                                     | <b>Site Engineer</b><br>Name: _____<br>Qualifications: _____<br>Professional Registration Number: _____    | Days | 250      |      |        |
| 1.4                                     | <b>Senior Technician 1</b><br>Name: _____<br>Qualifications: _____<br>ECSA Registration Number: _____      | Days | 750      |      |        |
| 1.5                                     | <b>Senior Technician 2</b><br>Name: _____<br>Qualifications: _____<br>ECSA Registration Number: _____      | Days | 750      |      |        |
| 1.6                                     | <b>Senior Technician 3</b><br>Name: _____<br>Qualifications: _____<br>ECSA Registration Number: _____      | Days | 750      |      |        |
| 1.7                                     | <b>Senior Technician 4</b><br>Name: _____<br>Qualifications: _____<br>ECSA Registration Number: _____      | Days | 750      |      |        |
| 1.8                                     | <b>Project Technician 1</b><br>Name: _____<br>Qualifications: _____<br>ECSA Registration Number: _____     | Days | 750      |      |        |
| 1.9                                     | <b>Project Technician 2</b><br>Name: _____<br>Qualifications: _____<br>ECSA Registration Number: _____     | Days | 750      |      |        |
| 1.10                                    | <b>Project Technician 3</b><br>Name: _____<br>Qualifications: _____<br>ECSA Registration Number: _____     | Days | 750      |      |        |
| <b>Total Carried Forward for Part 1</b> |                                                                                                            |      |          |      |        |

| ITEM                                                                            | DESCRIPTION                                                                                            | UNIT     | QUANTITY  | RATE | AMOUNT       |
|---------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|----------|-----------|------|--------------|
| <b>Total Brought Forward for Part 1</b>                                         |                                                                                                        |          |           |      |              |
| 1.11                                                                            | <b>Project Technician 4</b><br>Name: _____<br>Qualifications: _____<br>ECSA Registration Number: _____ | Days     | 750       |      |              |
| 1.12                                                                            | <b>Clerk of Works</b><br>Name: _____<br>Qualifications: _____                                          | Days     | 250       |      |              |
| 1.13                                                                            | <b>GIS Technician</b><br>Name: _____<br>Qualifications: _____                                          | Days     | 300       |      |              |
| 1.14                                                                            | <b>Water Distribution Officer (WDO)</b><br>Name: _____<br>Qualifications: _____                        | Days     | 250750    |      |              |
| 1.15                                                                            | <b>General Labourer (x4)</b>                                                                           | Days     | 3000      |      |              |
| 1.16                                                                            | <b>Data Analyst</b><br>Name: _____<br>Qualifications: _____<br>Experience: _____                       | Days     | 300       |      |              |
| 1.17                                                                            | Other resources which the tenderer requires to be priced separately:                                   |          |           |      |              |
| 1.17.1                                                                          | a)                                                                                                     | Days     | Rate Only |      |              |
| 1.17.2                                                                          | b)                                                                                                     | Days     | Rate Only |      |              |
| 1.17.3                                                                          | c)                                                                                                     | Days     | Rate Only |      |              |
| <b>Part 1: Time-based staff rates subtotal to be carried forward to summary</b> |                                                                                                        |          |           |      |              |
| <b>Part 2: Provisional Sums</b>                                                 |                                                                                                        |          |           |      |              |
| 2.1                                                                             | Provision of Minimum Security                                                                          | Prov Sum |           |      | R 300,000.00 |
| 2.2                                                                             | Service Provider's Mark-up on 2.1                                                                      | %        |           |      |              |
| 2.3                                                                             | Provisional Sum for Advanced Leak Detection Activities (Including the repair of large leaks)           | Prov Sum |           |      | R 500,000.00 |
| 2.4                                                                             | Service Provider's Mark-up on 2.3                                                                      | %        |           |      |              |
| 2.5                                                                             | Allowance for Additional Equipment                                                                     | Prov Sum |           |      | R 100,000.00 |
| 2.6                                                                             | Service Provider's Mark-up on 2.5                                                                      | %        |           |      |              |
| <b>Total Carried Forward for Part 2</b>                                         |                                                                                                        |          |           |      |              |

| ITEM                                                               | DESCRIPTION                                                                     | UNIT     | QUANTITY | RATE | AMOUNT       |
|--------------------------------------------------------------------|---------------------------------------------------------------------------------|----------|----------|------|--------------|
| <b>Total Brought Forward for Part 2</b>                            |                                                                                 |          |          |      |              |
| 2.7                                                                | Allowance for Printing, Plotting and Copying                                    | Prov Sum |          |      | R 200,000.00 |
| 2.8                                                                | Allowance for a Health and Safety Agent                                         | Prov Sum |          |      | R 300,000.00 |
| 2.9                                                                | Service Provider's Mark-up on 2.8                                               | %        |          |      |              |
| 2.10                                                               | Allowance for an Institutional and Social Development Consultant (ISD) Services | Prov Sum |          |      | R 300,000.00 |
| 2.11                                                               | Service Provider's Mark-up on 2.10                                              | %        |          |      |              |
| 2.12                                                               | Allowance for Proving Activities                                                | Prov Sum |          |      | R 300,000.00 |
| 2.13                                                               | Service Provider's Mark-up on 2.12                                              | %        |          |      |              |
| 2.14                                                               | Allowance for Additional Maintenance and Repair Activities                      | Prov Sum |          |      | R 400,000.00 |
| 2.15                                                               | Service Provider's Mark-up on 2.14                                              | %        |          |      |              |
| 2.16                                                               | Provision for site office establishment                                         | Prov Sum |          |      | R250,000.00  |
| 2.17                                                               | Service Provider's Mark-up on 2.16                                              | %        |          |      |              |
| Part 2: Provisional sums subtotal to be carried forward to summary |                                                                                 |          |          |      |              |

**Summary of Schedule of Quantities for Pricing Schedule**

| No | DESCRIPTION                                                       | AMOUNT       |
|----|-------------------------------------------------------------------|--------------|
| 1  | Part 1: Time-Based Staff Rates                                    |              |
| 2  | Part 2: Provisional Sums                                          |              |
| 3  | Escalation Estimate (Allow 12% for escalation on the items 1 & 2) |              |
| 4  | Allowance for Performance Bonus                                   | R 500 000.00 |
| 5  | Subtotal (Excl. VAT) - (Sum of item No 1, 2, 3 and 4)             |              |
| 6  | Value Added Tax (VAT)                                             |              |
| 7  | Total (Incl. VAT)                                                 |              |

NAME : .....

(Block Capitals)

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

DATE: .....

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

### **C3.1 BACKGROUND**

eThekweni Municipality's Water Services (EWS) current Non-Revenue Water (NRW) value is approximately 58% by volume. There have been various challenges such as aging infrastructure, lack of resources, material shortages, the COVID 19 pandemic, etc. which resulted to NRW value increasing to 58% by volume. Thus, tender 31577-5W has been put together with the aim of assisting EWS with reducing the NRW levels to an acceptable percentage in line with the adopted turnaround strategy adopted in April 2023.

### **C3.2 EMPLOYER'S OBJECTIVES**

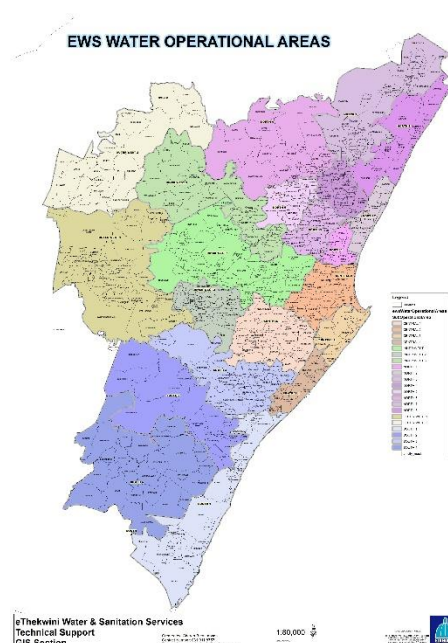
In order to reduce the NRW level to an acceptable value, EWS has identified various interventions which are to be implemented. Some of these interventions include pressure management, leak detection, pipe replacement, zone metering and meter verification data cleansing and capacity building.

EWS intends to reduce NRW levels by implementing both internal and external initiatives. External initiatives will be implemented by means of a professional service provider (PSP) and are to be implemented only when EWS lacks the resources and capacity to undertake the works internally. Once appointed, the PSP is to analyse, design and perform construction monitoring services of an initiative aimed at driving down the NRW levels. In addition, the PSP will also be expected to demonstrate and provide reports of all work (design, analysis and construction monitoring activities) to the EWS internal teams. The PSP must make all calculations undertaken under this contract available to the EWS internal teams.

Consequently, the Employer's objective for this contract is to reduce the NRW levels within the eThekweni Municipality reduce the prevailing NRW by 5% per annum over three years as per Turnaround strategy adopted by Council.

### **C3.3 SITE DESCRIPTION**

The eThekweni Municipality is broken up into four operational areas, these are the Northern Operational Area (NOA), the Southern Operational Area (SOA), the Western Operational Area (WOA) and the Central Operational Area (COA). All work undertaken under this contract will be in the NOA.



According to eThekweni Municipality's Geographic Information System (GIS) there are approximately 4000

km of watermains (reticulation and trunk mains), 220 000 registered water connections, 91 reservoir supply zones and 567 pressure management zones (PMZs) within the Northern Operational area of eThekweni Municipality.

eThekweni Municipality's online GIS can be accessed from the following link:

<https://gis.durban.gov.za/cmv-cgis/viewer/?config=cgisPublicViewer>

### C3.4 DESCRIPTION OF WORK

As mentioned previously, the Employer's objective is to reduce the NRW levels within eThekweni Municipality by 5% per annum by volume. The scope of work that is to be performed under this contract shall include but not be limited to the following:

- Liaising with the project stakeholders for the collection of data (network schematics, as-built drawings, billing data, GIS data, PRV settings etc.);
- Reviewing and updating the Employer's current NRW plan/strategy such that the objectives of this contract is met;
- The undertaking of desktop studies to understand the district metered area (DMA's), reservoir zone, etc.;
- The visiting of DMAs, reservoir supply zones, etc. in order to verify special fittings (valves, meters, double hydrants). The PSP is to prepare a report on the outcomes of the physical verification exercise. The report must provide the names of the fittings checked, the GPS position of the fittings, the operational status of the fittings and whether the fittings correspond to the GIS position. Where the fittings do not correspond to the Employer's GIS, the PSP must prepare GIS shape files and as-built drawings and submit to the Employer's GIS department;
- The scheduling and conducting of zero-pressure tests (ZPTs) in order to confirm that the water supply zones are discrete. The PSP is to report all findings of the ZPTs to the Employer;
- The performance of pressure and flow loggings within DMAs, reservoir zones, etc.;
- The detailed analysis of logging data, billing data, etc. Logging data must be analysed to obtain the minimum night flows (MNF), infrastructure leakage index (ILI), etc. Whereas the billing data is to be analysed to obtain consumption trends, zone/DMA growth rates, etc.
- The designs/selection/sizing of meters, valves, hydrants, etc.;
- The preparation of hydraulic models for both existing and new DMAs, reservoir zones etc. where required and calibration of hydraulic models were available and subsequent handover of the models to the EWS department.;
- The inspection, verification and maintenance of existing PRVs;
- The design of new DMAs. This is to include the setting up of DMAs for both formal and informal areas;
- The optimization of existing DMAs, reservoir zones, etc. through the application of water conservation and water demand management (WC & WDM) initiatives;
- Propose WC and WDM strategies that will allow the Employer to meet the objectives of this contract;
- The collection of burst reports from the relevant EWS departments and the undertaking of burst frequency analysis according to international best practices. A burst frequency analysis report must be submitted to the employer, this report should identify areas where the pipelines should be replaced;
- The performance of water balances for bulk water mains, reservoir supply zones, DMAs, etc. The water balances must be performed in accordance with the latest International Water Association (IWA) standards;
- The performance of consumer, bulk and custody meter audits. The PSP is to identify which meters are to be replaced and which meters are to be recalibrated;

- The implementation of leak detection programmes that are according to the best international practices;
- The transfer of skills (PRV design, zonal valve sizing, bulk meter sizing, bypass design, chamber design, advanced pressure management design, water balance, etc.) from PSP to the Employer's staff;
- The investigation and resolution of pressure and flow problems within existing DMA's, reservoir supply zones, etc;
- Assisting internal departments with developing a plan for industrial, commercial and institutional and domestic meter upgrades;
- The development of a strategy to recover the revenue lost due to illegal water connections;
- The preparation of a 5-year real water loss strategy and a 5-year apparent water loss strategy;
- The preparation of specifications, drawings, procurement documents, bid specification and bid evaluation reports for the appointment of external contractors. Please note that external contractors are to be appointed only when EWS does not have the capacity to undertake the works internally;
- The performance of construction monitoring when an external contractor is appointed;
- The preparation of inception, preliminary design, detailed design and close out reports;
- The preparation of presentations showing the work undertaken;
- The assessment of the effectiveness of implementing WC and WDM initiatives within eThekweni Municipality;
- The management of the Employer's allocated budget;
- The preparation of cost estimates for all works that are to be undertaken;
- The preparation of maintenance schedules and risk assessment shutdown plans for existing PRVs;
- The setting up, attendance, minuting of monthly project progress meetings with the Employer;
- The co-ordination of water shuts and other activities with the respective stakeholders;
- The submission of designs and proposals to the Employer for approval;
- Dealing with contractual claims as and when required;
- Any additional work that will ensure that the NRW levels within EWS are reduced by 5% per annum for each year during project implementation.

At the start of the contract the PSP will be required to liaise with all project stake holders and prepare a project implementation plan for this contract. Please note that the remuneration for majority of the work undertaken under this contract will be time based. A basic workflow plan for this contract can be found in Annexure C3.9.4

### **C3.5 TEAM STRUCTURE**

The PSP must have the team structure as shown in Figure 1 available for this contract. The *Service Provider* is required to price this team, without amendment, as it appears in the Pricing Schedule:

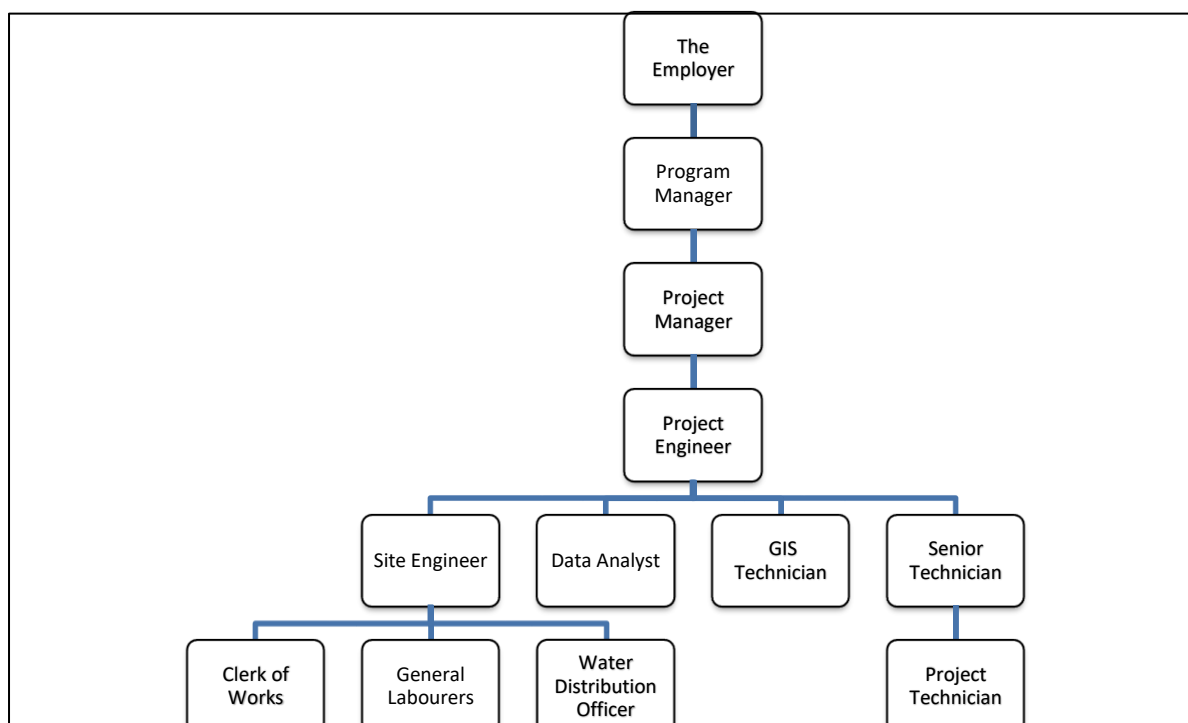


Figure 1: Staffing Organogram

The Water Distribution Officers (WDO) shall be available to the professional team on an as and when required basis. The duties of the WDO shall include assisting with shutdowns and verification of key components in the water distribution system.

### C3.6 PROVISION OF SECURITY

The *Service Provider* will be responsible for the provision of security guards to accompanying all field-based resources in high-risk areas only.

The minimum recommended security to be provided must meet the following requirements (it must be noted that the *Employer* will not be liable for any claim from the *Service Provider* in complying with these requirements):

- The security service provider must be registered with the Private Security Industry Regulatory Authority (PSIRA);
- The security service provider must be compliant with all regulations relating to the use, handling and storage of firearms;
- The security guards must be armed with firearms and have radio contact via a two-way radio or cell phone with their control centre;
- Security must be provided during usual working days, work nights, weekends and public holidays;
- The security guard must travel in the *Service Provider's* vehicle;
- Optimum use is made of the security resource so that there is no "fruitless" expenditure. Any unreasonable underutilisation will be for the *Service Provider's* account.

An allowance for the provision of minimum security has been made in the Pricing Schedule.

Should the *Service Provider* be of the opinion that the minimum-security requirements (as stated above) are insufficient to meet the requirements of the contract, the *Service Provider*, may make provision for

additional security, at his own expense. Any such additional cost is deemed to be included in the tendered staff rates.

### **C3.7 CO-OPERATION WITH OTHERS WHO ARE DIRECTLY/INDIRECTLY INVOLVED**

The *Service Provider* is to be aware of inter-dependency, interaction, responsibility and communication lines amongst various departments within EWS that are required to achieve the objectives of the contract and must take this into account in the preparation of his bid and pricing. The *Service Provider* must also be aware that although the *Employer* is represented by the Water & Sanitation Engineering and Data Service Department, there are other Branches and Departments within the *Employer's* Unit who are involved with assisting the Engineering and Data Service Department in achieving its targeted NRW reduction figure, which includes but is not limited to the Control Valve Workshop, EWS Operations, Planning, Customer Services, Water Design, etc. In all instances, only the Engineering and Data Service Department may instruct the *Service Provider*, and all reporting must be to the Engineering and Data Service Department.

In addition to the above the PSP appointed under this contract may be required to interact with other PSP's and contractors that are employed by EWS.

### **C3.8 CONTRACT REQUIREMENTS**

#### **C3.8.1 General**

The *PSP* shall:

- a) provide the services as described in this document in a manner that enables the *Employer* to achieve the programme objectives as set out in Section C3 of this Scope of Work;
- b) in the provision of the services observe all relevant statutes, by-laws and associated regulations, standards of professional conduct and "best practice", as laid down, or recommended, by an applicable professional association, if any;
- c) identify the health and safety requirements in terms of the Occupational Health and Safety Act, 1993, and incorporate them in any scope of work issued to a Contractor. Upon the *Employer's* instruction, the *PSP* shall appoint a service provider to act as the *Employer's* health and safety agent for all works issued to the contractor (A provisional sum has been allowed in the pricing schedule);
- d) provide the service in accordance with the requirements of the contract with reasonable skill, care and diligence which is to be expected of a competent *Service Provider* of the relevant discipline who is experienced in providing similar services in relation to projects of a similar size, scope and complexity;
- e) manage and provide the services in such a manner that a minimum of 95% of the budget allocated to a particular financial year is spent by the end of that financial year; and
- f) endeavour to maintain continuity of staff in so far as it may be reasonable to do so.

#### **C3.8.2 Details to be provided with *Service Provider's* Invoices**

The *Employer* shall set out the information that he will require from the *Service Provider* with each invoice to enable the invoice to be checked for correctness. Such information shall include a list of all assets used by the *Service Provider*.

#### **C3.8.3 Record Information**

All record information shall be provided in a suitable electronic format that can be opened using software

that the *Employer* possesses.

#### **C3.8.4 Liability**

The professional liability remains with the Service Provider for all output (designs, drawings, reports and etc.) produced for this project.

#### **C3.8.5 Escalation to be applied by *Employer*.**

Escalation on the tendered rates for staff and tendered sum will be allowed on the following basis only:

- a) The advertisement date of this tender will be the base date.
- b) No escalation will be allowed for twelve (12) months from the base date.
- c) Each subsequent twelve (12) month period, after the period described in b) above, an increase to the tendered rates for the staff will be allowed.
- d) This increase will be no higher than the 1<sup>st</sup> of July percentage increase applied to eThekweni Water & Sanitation staff during the twelve-month period in question.
- e) This percentage increase will be applied for the full twelve-month period in question.
- f) For the tendered sum items, only the outstanding amount due will be subject to escalation.

### **C3.9: ANNEXURES**

1. STANDARD CONDITIONS OF TENDER
2. CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT
3. AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY
4. BASIC WORKFLOW PLAN FOR PROJECT

**Annex F**  
(normative)

**Standard Conditions of Tender**

**F.1 General**

**F.1.1 Actions**

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

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

*Note:*

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of inequity that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

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

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

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## **STANDARD PROFESSIONAL SERVICES CONTRACT**

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

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Standard Professional Services Contract



### C3.9.4 BASIC WORKFLOW PLAN FOR PROJECT

