

Road Systems Management (RSM)

INDEX to PROCUREMENT DOCUMENT

TENDER PART	Part T1	TENDERING PROCEDURES		Page
		T1.1	Tender Notice and Invitation to Tender	
		T1.1.1	Tender Notice and Invitation to Tender	3
		T1.2	Tender Data	
		T1.2.1	Standard Conditions of Tender	4
		T1.2.2	Tender Data (<i>applicable to this tender</i>)	4
		T1.2.3	Additional Conditions of Tender	12
	Part T2	RETURNABLE DOCUMENTS		Page
		T2.1	List of Returnable Documents	15
		T2.2	Returnable Schedules, Forms and Certificates	16

CONTRACT PART	Part C1	AGREEMENT AND CONTRACT DATA		Page
		C1.1	Form of Offer and Acceptance	
		C1.1.1	Offer	41
		C1.1.2	Acceptance	42
		C1.1.3	Schedule of Deviations	43
		C1.2	Contract Data	
		C1.2.1	Standard Conditions of Contract	44
		C1.2.2	Contract Data.....	44
		C1.2.3	Additional Conditions of Contract	44
	Part C2	PRICING DATA		Page
		C2.1	Pricing Assumptions / Instructions	56
		C2.2	Pricing Schedule (separate page numbering system)	57
	Part C3	SCOPE OF WORK		Page
		C3.1	Background	61
		C3.2	Annexures	70
	SITE INFORMATION			
	Part C4	C4.1	Locality Plan.....	71

PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

- Tenders are hereby invited for Professional Services to the **Construction Supervision, Monitoring, Administration: For the Construction of Cornubia Boulevard, C9 Work Package 6A**

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Road Systems Management (RSM)	F.1.1.1
Tender Documents	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the National Treasury's eTenders website or the eThekweni Municipality's Website . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer,	F.1.2
Clarification Meeting	On MS Teams via the following link: https://teams.microsoft.com/join/19%3ameeting_Mzk4YmlwZTEtOWExNi00M2ZILWlxMTAtOTEyN2RiODBiY2Yx%40thread.v2/0?context=%7b%22Tid%22%3a%2281a424ae-2d4e-4ee5-8de3-71aa99ed128c%22%2c%22Oid%22%3a%22418d029b-9f0d-493d-a1c3-009930c9f74e%22%7d On [17 July 2025] at [12h00]	F.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent Representative whose contact details are: Nkululeko Phewa Tel: 031 322 6912 eMail: Nkululeko.Phewa@durban.gov.za SSS Queries: Lindo Dlamini; Tel: 031 3227133/031 3227153; Email: Supplier.selfservice@durban.gov.za	F.2.8
Submitting a Tender Offer	Tender offers shall be delivered to: The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban	F.2.13
Closing Time	Tender offers shall be delivered on or before Friday, 15 August 2025 at or before 11h00 .	F.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

F.1.1 The employer: The Employer for this Contract is the eThekweni Municipality as represented by: Deputy Head: **Road Systems Management (RSM)**

F.1.2 Tender documents: The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) The “Standard Professional Services Contract – 3rd Edition July 2009” published by the Construction Industry Development Board (CIDB). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 3) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
 - The Employer’s current (as at advertising date) Supply Chain Management Policy.
 - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).
 - 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 Standard for Uniformity in Construction Procurement (July 2015).
 - Any other eThekweni Policy documents referenced in the Tender Documents.

Electronically downloaded documentation is obtainable from the National Treasury’s **eTenders Website** or the **eThekweni Municipality’s Website** at URLs:

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

The entire downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

F.1.4 Communication and employer's agent:

The Project Manager is:

Nkululeko Phewa

Tel: 031 322 6912

eMail: Nkululeko.Phewa@durban.gov.za SSS Queries: Lindo Dlamini; Tel: 031 3227133/031 3227153; Email: Supplier.selfservice@durban.gov.za

The Senior Supervisor is:

Bethuel Manthoadi

Tel: 031 322 8651

Email: bethuel.manthoadi@durban.gov.za

The Supervisor is:

Nkululeko Phewa

Tel: 031 322 6912

Email: nkululeko.phewa@durban.gov.za

The Tenderer's contact details, as indicated in the Contract Data: Clause C1.2.2.2 "Data to Be Provided by Contractor", shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer.

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility: General

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

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

Identification details to be shown on each tender offer package are:

- Contract No. : **1X-32673**
- Contract Title : **Construction Supervision, Monitoring, Administration: For the Construction of Cornubia Boulevard, C9 Work Package 6A**

The Employer's address for delivery of tender offers is:

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

Parts of each tender offer communicated on paper shall be submitted as an original, plus one (1) copies.

Bidders must submit a "hard copy" submission, to the tender box located in ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Road), Durban and an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the closing date.

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.15 Closing time: The closing time for delivery of tender offers is:

- Date : **Friday, 15 August 2025**
Time : **11h00**

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

F.2.23 Certificates: Refer to T2.1 for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

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

The Form of Offer (C1.1.1), Data to be provided by the Contractor (C1.2.2.2), and the Bill of Quantities (C2.2) are also required to be completed in full.

Tax Clearance

Refer also to returnable form in T2.2.3: "Tax Compliance Status PIN/ Tax Clearance Certificate".

SARS has introduced a new Tax Compliance Status System. Tenderers must submit a **Tax Compliance Status PIN** (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This TCS PIN is to be entered on Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire". Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

Failure to comply will make the tender non-responsive.

Central Supplier Database (CSD)

Refer also to returnable form in T2.2.12: "Eligibility: CSD Registration Report".

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

Separate CSD Registration Reports are required for each entity in a Joint Venture.

F.3: THE EMPLOYER'S UNDERTAKINGS

- F.3.1.1 Respond to requests from the tenderer:** Replace the words “five working days” with “three working days”.
- F.3.2 Issue addenda:** Add the following paragraph: “Addenda will be published, in electronic format, on the same platform(s) as the Tender Notification (refer to F.1.2).”
- F.3.4 Opening of Tender Submissions:** Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6th Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.
- F.3.11 Evaluation of Tender Offers:**

Eligibility

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

Functionality

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

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

Preference Point System

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

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer’s current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

Price Points

The **80/20** preference points system will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified Regulation 4.1.

Preference Points

Refer to T2.2.6: “MBD 6.1: Preference Points Claim”.

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

- **Ownership Goal**

Goal Weighting: 25%

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

Ownership Categories	Criteria	80/20	90/10
Race: Black (w1)	Equals 0%	0	n/a
	Between 0% and 51%	8	n/a
	Greater or equal to 51% and less than 100%	16	n/a
	Equals 100%	20	n/a
Gender: Female (w2)	Equals 0%	0	n/a
	Between 0% and 51%	8	n/a
	Greater or equal to 51% and less than 100%	16	n/a
	Equals 100%	20	n/a
Disabilities (w3)	Equals 0%	0	n/a
	Between 0% and 51%	8	n/a
	Greater or equal to 51% and less than 100%	16	n/a
	Equals 100%	20	n/a
Maximum Goal Points:		5	n/a

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

- w1 = 50%, w2=30%, w3=20% (where: w1 + w2 + w3 = 100%)

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

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

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

Goal Weighting: 25%

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

Location	80/20	90/10
Not in South Africa	0	n/a
South Africa	5	n/a
Kwa Zulu Natal	10	n/a
eThekweni Municipality	20	n/a
Maximum Goal Points:	5	n/a

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

- CSD report

- **RDP Goal: Social Upliftment of communities**

Goal Weighting: 25%

The tendering entity's **Involvement in Corporate Social Investment initiatives**, in terms of the categories below, is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

Corporate Social Investment	80/20	90/10
In-Service/New graduate employment	5	n/a
Legacy project(s)	5	n/a
Candidate Professional Development	5	n/a
Infrastructure repairs and maintenance	5	n/a
Maximum Goal Points:	5	n/a

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

- List and value of projects identified through the local councillor/chief in a letter form (as a percentage of the tendered value)

- **RDP Goal: The promotion SMMEs owned by black people – Contracts > R5m**

Goal Weighting: 25%

The tendering entity's **Commitment to Sub-Contracting** (to Sub-Contractors conforming to the specified ownership demographics) the **percentage works**, as specified below, is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

Subcontracting	80/20	90/10
Sub-contracting <25%	0	n/a
Sub-contracting ≥ 25 and <35%	10	n/a
Sub-contracting ≥35% and <40%	20	n/a
Maximum Goal Points:	5	n/a

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

- Subcontracting Plan (% work to be allocated)

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

- The tenderer submits a **valid Tax Clearance Certificate OR Tax Compliance Status PIN**, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations.
- The tenderer or any of its directors/shareholders is **not listed on the Register of Tender Defaulters** in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- 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 tenderer has completed the **Compulsory Enterprise Questionnaire** and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

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

F.3.17 Copies of contract: The number of **paper copies** of the signed contract to be provided by the Employer is **ONE (1)**.

Tenderers are to include, with their paper ("hard copy") submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer's name, eg. "**XX-xxxx – Tenderers Name.PDF**". The memory-stick must be labelled with the Tenderer's name and securely fixed to the paper submission.

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 Appeals

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

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

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

T1.2.3.4 Targeted Procurement

Targeted Procurement provisions are not applicable to this tender.

T1.2.3.5 Functionality Specification

The value of W₂ is 100. The Functionality criteria (and sub criteria if applicable) and maximum score in respect of each of the criteria are as follows:

Functionality Criteria / Sub Criteria		Maximum Points Score
Tenderer's Experience		25
Project Organogram and Experience and expertise of Key Staff	Employer's Agent Representative	15
	Resident Engineer	15
	Assistance Resident Engineer	10
	Clerk of Works	5
	Document Controller	5
	Environmental Compliance Officer	5
Preliminary Programme		10
Method Statement & Quality Management System (QMS)		10
Maximum possible score for Functionality (M _s)		100

The minimum number of evaluation points for Functionality is **70**. Only those tenderers who achieve the minimum number of Functionality evaluation points (or greater) will be eligible to have their tenders further evaluated.

Functionality shall be scored by not less than three evaluators and the scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for Functionality. Each evaluation criteria will be assessed in terms of six indicators and scores allocated according to the following table:

Level 0 No submission/No substantive submission	Level 1 Generic & dissatisfactory submission	Level 2 Satisfactory submission	Level 3 Good submission	Level 4 Excellent submission
0	40	70	90	100

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

Functionality Criteria	Returnable Schedules
Tenderer's Experience	<ul style="list-style-type: none"> • Experience of Tenderer (see F.2.1.3)
Project Organogram and Experience and expertise of Key Staff	<ul style="list-style-type: none"> • Proposed Organisation and Staffing • Key Personnel • CV's with Experience of Key Personnel
Preliminary Programme	<ul style="list-style-type: none"> • Preliminary Programme
Method Statement & Quality Management System (QMS)	<ul style="list-style-type: none"> • Execution Approach, • Quality Management System • Schedule of Proposed Sub-Consultants

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

- **“successfully completed”** implies a project has been completed on time and to specification;
- **“similar nature”** implies projects that were of a value of at least 70% of this tender's value, and had a comparable Scope of Work in terms of technical requirements and operations;
- **“experience”** implies experience on projects of a similar nature;
- **“accredited degree / diploma”** implies a minimum 3 year qualification in Civil Engineering, from a registered University or Institute of Technology.

Criterion: Tenderer's Experience	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	To have successfully completed <u>1 project</u> of a similar nature within the past 7 years.
Level 2	To have successfully completed <u>2 projects</u> of a similar nature within the past 7 years.
Level 3	To have successfully completed <u>3 projects</u> of a similar nature within the past 7 years.
Level 4	To have successfully completed <u>4 projects</u> of a similar nature within the past 7 years.

Criterion: Project Organogram and Experience of Key Staff			
	Employer's Agent Representative	RESIDENT ENGINEER/ ASSISTANT RESIDENT ENGINEER/ ECO	CLERK OF WORKS / DOCUMENT CONTROLLER
Level 0	No information provided OR submission of no substance / irrelevant information provided OR less than 2 years' experience OR Relevant accredited diploma / degree and less than 1 years' experience.	No information provided OR submission of no substance / irrelevant information provided OR less than 2 years' experience. OR Relevant accredited diploma / degree and less than 1 years' experience.	No Relevant accredited diploma/degree OR Relevant accredited diploma / degree and less than 1 years' experience.
Level 1	Relevant accredited diploma / degree and minimum 2 years' experience.	Relevant accredited diploma / degree and minimum 2 years' experience.	Relevant accredited diploma / degree and minimum 1 years' experience.
Level 2	Relevant accredited diploma / degree and minimum 4 years' experience.	Relevant accredited diploma / degree and minimum 4 years' experience.	Relevant accredited diploma / degree and minimum 3 years' experience.
Level 3	Relevant accredited diploma / degree and minimum 5 years' experience.	Relevant accredited diploma / degree and minimum 5 years' experience.	Relevant accredited diploma / degree and minimum 5 years' experience.
Level 4	Relevant accredited diploma / degree and minimum 7 years' experience.	Relevant accredited diploma / degree and minimum 7 years' experience.	Relevant accredited diploma / degree and minimum 6 years' experience.

Criterion: Preliminary Programme	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	The tenderer has misunderstood certain aspects of the Scope of Work and does not deal with the critical aspects of the project.
Level 2	Programme covers all the applicable individual activities which are in an acceptable sequence, with appropriate durations, and is in accordance with generally accepted construction practice, and is in line with Clause 31.2 of the NEC 3 PSC (2005).
Level 3	In addition to the requirements of level 2, the programme is loaded with the preliminary cash-flow projections and is sufficiently flexible to accommodate changes that may be required during execution within project completion time.
Level 4	In addition to the requirements of level 3, the Tenderer has undertaken a preliminary schedule risk and cost risk analysis of their proposed programme and cash-flow projection.

Method Statement & Quality Management System (QMS)	
Level 0	No information provided; OR submission of no substance / irrelevant information provided
Level 1	No Quality Management Policy statement OR No recognized Quality Management System certification in place OR generic method statement not tailored to key/critical stages and activities on the project.
Level 2	Quality Management Policy Statement submitted AND recognized Quality Management System certification submitted AND project specific method statement submitted.
Level 3	In addition to the requirements for Level 2, the project specific method statement is detailed to the key deliverables level showing how the quality management plan will be applied to each of these key deliverables and how continuous improvement techniques will be employed to minimized and/or avoid re-work.
Level 4	In addition to the requirements for Level 3, the Tenderer is able to demonstrate a track record of producing quality output as evidenced by commendation(s), recognition(s) and awards related to the performance of their Quality Management Systems.

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 as required.

The Tenderer is required to complete 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	17
T2.2.2	Certificate of Attendance at Clarification Meeting	19
T2.2.3	Tax Compliance Status PIN / Tax Clearance Certificate	20
T2.2.4	MBD 4: Declaration of Interest	21
T2.2.5	MBD 5: Declaration for Procurement Above R10 Million	23
T2.2.6	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations	24
T2.2.7	MBD 8: Declaration of Bidder's Past SCM Practices	24
T2.2.8	MBD 9: Certificate of Independent Bid Determination	29
T2.2.9	Joint Venture Agreements (if applicable)	32
T2.2.10	Record of Addenda to Tender Documents (if applicable)	33
T2.2.11	Declaration of Municipal Fees	34
T2.2.12	CSD Registration Report	35

Technical or Functionality Evaluation

T2.2.13	Experience of Tenderer	35
T2.2.14	Proposed Organisation and Staffing	37
T2.2.15	Key Personnel Schedule	38
T2.2.16	Experience of Key Personnel	39
T2.2.17	Approach Paper / Methodology / Programme	40

T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [16](#) to [39](#).

NOTE

The **Form of Offer** (C1.1.1), The **Data to be Provided by Contractor** (C1.2.2.2), and the **Bill of Quantities** (C2.2) are also required to be completed by the tenderer.

T2.2.1 **COMPULSORY ENTERPRISE QUESTIONNAIRE**

Ref	Description	Complete or Circle Applicable
1.1	Name of enterprise	
1.2	Name of enterprise's representative	
1.3	ID Number of enterprise's representative	
1.4	Position enterprise's representative occupies in the enterprise	
1.5	National Treasury Central Supplier Database Registration number	MAAA
1.6	eThekwini Supplier Database: Reference number (PR), if any:	PR
1.7	VAT registration number, if any:	
2.0	Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)	
	Full Name	Identity No.
2.1		
2.2		
2.3		
2.4		
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 Record in the service of the state (Insert on a separate page if necessary)

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

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

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

5.0 Record of spouses, children and parents in the service of the state (Insert on a separate page if necessary)

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

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

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

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

- authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order.
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- 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.
- 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.
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

NAME (Block Capitals):

Date

SIGNATURE:

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

Reference is to be made to Clauses F.2.1(c) and F.2.7 of the Tender Data.

This is to certify that:

(tenderer name):

of (address):

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

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

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:

Capacity:

Capacity:

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

Name:

Signature:

Date:

T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

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

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered under item 3.4 on form **T2.1.2.1: Compulsory Enterprise Questionnaire**.

Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.

Failure to include the required document will make the tender submission 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:

T2.2.4 MBD 4: DECLARATION OF INTEREST

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

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

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

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

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

3.8 Are you presently in the service of the state?

If yes, furnish particulars:

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

If yes, furnish particulars:

Complete T2.1.2.1 Item 1.1
Complete T2.1.2.1 Item 1.2
Complete T2.1.2.1 Item 1.3
Complete T2.1.2.1 Item 1.4
Complete T2.1.2.1 Item 3.1 or 3.2
Complete T2.1.2.1 Item 3.3
Complete T2.1.2.1 Item 1.7

Circle Applicable

YES

NO

YES

NO

<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</p> <p>If yes, furnish particulars:</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</p> <p>If yes, furnish particulars:</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		
<p>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 ?</p> <p>If yes, furnish particulars:</p> <p>.....</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; padding: 5px;">NO</td> </tr> </table>	YES	NO
YES	NO		

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

		Circle Applicable	
		YES	NO
1.0	Are you by law required to prepare annual financial statements for auditing?		
1.1	If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
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.		
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.		

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM
In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)

Reference is to be made to Clause F.3.11 of the Tender Data.

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1.0 GENERAL CONDITIONS

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

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

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

1.3 Preference Points for this tender shall be awarded for:

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

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

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

2.0 DEFINITIONS

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

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

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

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

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

80 / 20 Points System

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

Where:

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of:
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

TABLE 1: Specific Goals for the tender and maximum points for each goal are indicated per the table below.

Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	
Ownership Goal: Race (black)	2.5	n/a		
Ownership Goal: Gender (female)	1.5	n/a		
Ownership Goal: Disabilities	1	n/a		
RDP Goal: The promotion of South African owned enterprises.	5	n/a		
RDP Goal: Social upliftment of communities	5	n/a		
RDP Goal: The promotion of SMMEs owned by black people (contracts >R5m)	5	n/a		
Total CLAIMED Points				

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

I acknowledge that:

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

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

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

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

- 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?

- 4.3.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

YES	NO
-----	----

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?

YES

NO

4.4.1 If YES, provide particulars.

.....

.....

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

YES

NO

4.5.1 If YES, provide particulars.

.....

.....

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

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

NOTES

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.9 JOINT VENTURES AGREEMENTS

Joint Venture agreement and Power of Attorney Agreements to be attached here (if applicable).

T2.2.10 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.11 DECLARATION OF MUNICIPAL FEES

Reference is to be made to Clause F.2.1(f)(ii) of the Tender Data.

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

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

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

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

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

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.

Tenderers are to include, at the back of their tender submission document, a printout of the above account's and or agreements signed with the municipality.

Failure to include the required document will make the tender submission 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:

T2.2.12 CSD REGISTRATION REPORT


Reference is to be made to Clauses F.2.1(e) and F.2.23 of the Tender Data.

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.13 EXPERIENCE OF TENDERER

Refer to Additional Conditions of Tender: T1.2.3.5 for Functionality Points evaluation prompts.

The following is a statement of works of similar nature (in relation to the scope of works) recently (within the past 7 years) executed by myself / ourselves.

Tenderers are to submit copies of signed completion certificates for all projects submitted.

[illegible]

Attach additional pages if more space is required

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:

T2.2.14 PROPOSED ORGANISATION and STAFFING

Refer to T1.2.3.5: "Functionality Specification" for Functionality Points evaluation prompts

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

The tenderer must attach their Proposed Organisation and Staffing to this page.

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

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

*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 KEY PERSONNEL

Refer to T1.2.3.5: "Functionality Specification" for Functionality Points evaluation prompts

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel (Contract's Manager, Site Agent, and Foremen) which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS	
	KEY PERSONNEL, PART OF THE CONSULTANT'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY
Employer's Agent Representatives, Resident Engineers, Assistant Resident Engineers, etc		
Design Engineers: Structures, Design Engineers: Civils, Design Engineers: Specialist Infrastructure, etc		
Environmental Compliance Officers, Clerk of Works, Quality Inspectors, etc		
Document Controllers, Administration Clerks, etc		

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.16 EXPERIENCE OF KEY PERSONNEL

Refer to T1.2.3.5: "Functionality Specification" for Functionality Points evaluation prompts.

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

- 1) General experience, level of education and training and positions held of each operational area team leader.
- 2) The skills and experience of the assigned staff in the specific operational areas. Linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to events e.g. local conditions, legislation, techniques etc.

A CV of the employer's agent representative(s), resident engineer(s), assistant resident engineer(s), clerk of work(s) and document controller(s) of not more than 2 pages should be attached to this schedule:

Each CV should be structured under the following headings:

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.17 PRELIMINARY PROGRAMME

Refer to T1.2.3.5: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

Preliminary Programme

The Tenderer shall detail and attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

Method Statement

The construction approach and methodology must respond to the Scope of Work and outline the proposed approach to undertake the work showing a detailed programme including health and safety aspects, the use of plant and resources for this Project.

Quality Management

The quality control statement must discuss what tests and control measures are to be employed on site to attain the specified results and is to cover the program associated activities.

The tenderer must attach his / her Construction Methodology and Quality Management information to this page.

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

PART C1 : AGREEMENTS AND CONTRACT DATA

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.1 : OFFER

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

Contract No: **1X-32673**

Contract Title: **Construction Supervision, Monitoring, Administration: For the Construction of Cornubia Boulevard, C9 Work Package 6A**

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

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

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

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

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

For the Tenderer:

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

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

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

Capacity (of Signatory) :

Address :
:

Witness:

Signature :

Name(in capitals) : :

Date :

Notes:

*** Indicates what information is mandatory.**

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

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.2 : FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.3 : SCHEDULE OF DEVIATIONS

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 NEW ENGINEERING CONTRACT 3 PROFESSIONAL SERVICES CONTRACT (NEC 3 PSC)

The Conditions of Contract are the New Engineering Contract 3 Professional Services Contract (2005 3rd Edition), (NEC 3 PSC 2005) published by the Institution of Civil Engineers (ICE).

The Contract Data (including variations and additions) shall amplify, modify, or supersede, the NEC 3 PSC (2005) 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 NEC 3 PSC (2005) to which it mainly applies.

C1.2.2.1 *Part one – Data provided by the Employer*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

- 1 General
- The *conditions of contract* are the core clauses and the clauses for main Option **A**, dispute resolution Option **W1** and secondary Options **X1, X2, X4, X5, X7, X9, X10, X11, X13, X18, X20, Z** of the NEC3 Professional Services Contract (June 2005).
 - **The Employer is**
eThekweni Metropolitan Municipality (ETM) as represented by the Head:
eThekweni Transport Authority (ETA).
 - **The Adjudicator is**
Appointed in line with the provisions of the relevant Z-clause.
 - **The services are**
The Monitoring, Supervision and Administration of the Construction of Cornubia Boulevard, C9 Work Package 6A
 - **The Scope is in**
C3: Works Information
 - The *language of this contract* is **English**
 - The time to achieve practical completion is **24 months**.
 - The *law of the contract* is the law of **Republic of South Africa (RSA)**
 - The *period for reply* is **four (4)** weeks.
 - The *period for retention* is **one (1)** year following Completion or earlier termination.
 - The *Adjudicator nominating body* is **South African Institute of Civil Engineers (SAICE)**
 - The *tribunal* is **Arbitration**

- The following matters will be included in the **Risk Register**
 - i. Slow rate of progress of the works.
 - ii. Excessive and/or frivolous and/or poorly substantiated claims and variation orders.
 - iii. Poor Stakeholder Management leading to unstable conditions on site.
 - iv. Inaccurate and/or unsubstantiated payment claims.
 - v. Late submission and/or assessment of notices of intention to claim, claims proper and claim adjudication reports.
 - vi. Poor and/or lack of spatial and technical co-ordination of construction drawings.
 - vii. Late issuing of spatially and technically co-ordinated construction drawings to the Contractor.
 - viii. Acceptance of construction work not meeting the set/targeted quality standard(s).
 - ix. Poor/substandard project/contract records.

- 2 The Parties' main responsibilities
- The *Employer* provides access to the following persons, places and things
 access to *access date*
Site Office - **On site access date**
Site Camp - **On site access date**
 Construction Site - **On site access date**
 Employer's Office Facilities - **As per prior arrangement**

- 3 Time
- The *starting date* is recorded in the **site access meeting minutes**

- 4 Quality
- The quality policy statement and quality plan are provided within **Four (4)** weeks of the Contract Date.
 - The *defects date* is **Fifty-two (52)** weeks after Completion of the whole of the *services*.

- 5 Payment
- The *assessment interval* is **Four (4)** weeks
 - The *currency of this contract* is **South African Rand (ZAR)**
 - The *interest rate* is **2 % per annum** (not less than 2) above the prime lending rate of the **Nedbank of South Africa (Employer's bank)**.

- 8 Indemnity, insurance and liability
- The amounts of insurance and the periods for which the *Consultant* maintains insurance are

event	cover	period following Completion of the whole of the <i>services</i> or earlier termination
failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	R5 million in respect of each claim, without limit to the number of claims	52 weeks
death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	R5 million in respect of each claim, without limit to the number of claims	52 weeks
death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	R5 million in respect of each claim, without limit to the number of claims	52 weeks

- The *Employer* provides the following insurances
Nil
- The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to
Twice the value of the contract

Optional statements If the *Employer* has decided the **completion date** for the whole of the *services*

- The **completion date** for the whole of the *services* is **24 months after the contract date**

If no programme is identified in part two of the Contract Data

- The *Consultant* is to submit a first programme for acceptance within **N/A** weeks of the Contract Date.

If the *Employer* has identified work which is to meet a stated condition by a key date

- The *key dates* and *conditions* to be met are

condition to be met	key date
N/A	N/A

If the period in which payments are made is not three weeks and Y(UK)2 is not used

- The period within which payments are made is **Thirty (30) days**.

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is **N/A**

If the *Employer* states any expenses

- The *expenses* stated by the *Employer* are

item	amount
N/A	N/A

If the *Consultant* is to provide additional insurances

- The *Consultant* provides these additional insurances

1. Insurance against **N/A**

Cover is **N/A**

Period of cover **N/A**

Deductibles are **N/A**

2. Insurance against **N/A**

Cover is **N/A**

Period of cover **N/A**

Deductibles are **N/A**

If the *tribunal* is arbitration

- The *arbitration procedure* is
In the Rules for the Conduct of Arbitrations:2021 Edition (as amended) issued by the Association of Arbitrators (Southern Africa) NPC, 3rd Floor, Block B, Sandton Close 2, Norwich Close (off 5th Street), Sandown, Johannesburg, 2196
- The place where arbitration is to be held is
Durban, Kwa-Zulu Natal, South Africa
- The person or organisation who will choose an arbitrator
 - if the Parties cannot agree a choice or
 - if the arbitration procedure does not state who selects an arbitrator is
Chairperson of the Association of Arbitrators Southern Africa (AASA)

If this contract is a subcontract and the main contract provides for joint adjudication of disputes

- The main contract Adjudicator is **N/A**

If Option A is used

- The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than **Four (4)** weeks.

If Option X1 is used

- The *index* is the **Labour Index published by the Statistics South Africa.**

If Option X2 is used

- The *law of the project* is ***The Law of the Republic of South Africa.***

If Options X5 and X7 are used together

- Delay damages for each *section* of the *services* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
1.	Whole of the works – 90% of the average daily fee claimed by the Consultant during the 3-month period preceding the start of the damages	

If Option X10 is used

- The *Employer's Agent* is

Name Mr. Bethuel Manthoadi

Address Room 102 eThekweni Transport Authority Building, 30 Archie Gumede Place, Durban, 4001

The authority of the *Employer's Agent* is

Defined by the Employer's Delegation of Authority Framework

If Option X18 is used

- The *Consultant's* liability to the *Employer* for indirect or consequential loss is limited to **two times the value of this Contract**.
- The *Consultant's* liability to the *Employer* for Defects that are not found until after the *defects date* is limited to **one-half the value of this Contract**.
- The *end of liability date* is **One (1)** years after Completion of the whole of the services.

If Option X20 is used (but not if Option X12 is also used)

- The *incentive schedule* for Key Performance Indicators is in the table below:

Indicator	Description and targets
On-time monthly payment certificate submission	Final verified payment certificate submitted by the 20 th monthly
On-time monthly programme submission	Revised/updated programme submitted for approval by the 20 th monthly
On-time monthly progress report submission	Progress report submitted by the 22 nd monthly
Cashflow plan performance	Actual cashflow deviation to be limited to -5% and +10% of plan for the month
Schedule plan performance	Delays to the critical path to be limited to 1% of original project duration per quarter
Risk management plan performance	<ul style="list-style-type: none"> - 100% emerging risks captured in the risk register within 7 days of identification - 100% of all "high" risk rating risk treatment actions executed by due date. - 95% of all "medium" risk rating risk treatment actions executed by due date. - 90% of all "low" risk rating risk treatment actions executed by due date.
Quality Control plan performance	<ul style="list-style-type: none"> - 100% of all planned quality control tests successfully executed - Minimum 97.5% success rate on all planned quality control tests per quarter - No requests for concession(s) on quality of materials and workmanship

- A report of performance against each Key Performance Indicator is provided at intervals of **Three (3)** months.

If Option Z is used

- The *additional conditions of contract* are:

Z1-Communications

Amend clause 13.1 to read: “Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded; HOWEVER, shorthand text messaging and instant messaging communications is not regarded as communications in terms of this contract.

Writing is in the language of this contract.

Z2-Initial Documentation

Z2.1 The following documents are submitted by the Consultant and accepted by the Employer before the commencement of the works:

- Health and Safety Plan
- Initial Programme
- Security
- Insurance
- CV(s) of Key Site Staff
- Subcontracting Implementation Plan
- Youth Employment Plan
- In-Service/New Graduate Employment Plan
- Candidate Professional Development Plan
- Legacy Project(s) Implementation Plan
- Infrastructure Repair and/or Maintenance Plan

Z2.2 The Consultant submits the required initial documentation within **THREE (3) weeks.**

Z3-Requirements for Practical Completion

Z3.1 The Employer and Consultant record the requirements for achieving practical completion during the Contract Inception Meeting.

Z3.2 The Employer and Consultant review the requirements for achieving practical completion at each monthly progress/risk reduction meeting.

Z4-Retention

Z4.1 The Employer withholds 10% of the value of each payment certificate submitted by the Consultant as retention, to a maximum value of 5% of the Contract Amount.

Z4.2 The Employer does not pay any interest of retention amounts withheld.

Z4.3 The Employer releases 50% of the retention amount due to the Consultant on achievement and acceptance of practical completion and the balance thereof at the end of the defects period.

Z5-Limits on Insurance First Loss Amount

The first loss amounts stated in the Consultant's insurance schedule(s) is limited to the values in the table below:

Contract Price	First Loss
Less than R 100,000	R 5,000
R 100,000 to R 500,000	R 10,000
R 500,000 to R 1,000,000	R 20,000
R 1,000,000 to R 2,000,000	R 30,000
R 2,000,000 to R 4,000,000	R 40,000
Greater than R 4,000,000	R 50,000

Z6-Cancellation of Insurance Policy

Z6.1 The insurance policy/policies the Consultant takes out in fulfilment of the requirements of this Contract states explicitly that the same may under no circumstances be cancelled without the prior written consent of the Employer.

Z7-Ownership & RDP Goals

Z7.1 The Consultant discharges all commitments, towards the Employer's Ownership Goals and RDP goals, as per the Preference Points Claim table (and supporting information/documents) in part T2 of this tender document and (where applicable) detailed in the goal specific implementation plans required by clause Z2 of this Contract.

Z7.2 Details of the scope of works and (where applicable) specification(s) for the development and execution of these goal specific plans are contained in C3.1 and C3.2 respectively.

Z7.3 Failure to meet and/or demonstrate that these commitments have been met by the Consultant will attract a penalty (P_n), the value of which shall under no circumstances be less than that calculated as per the formula below:

$P_1 = \%weight\ of\ specific\ goal \times \%specific\ goal\ short-fall \times contract\ sum\ (incl.\ PC\ sums,\ PR\ sums\ and\ excl.\ Fixed\ Costs)$

.

$P_n = \%weight\ of\ specific\ goal \times \%specific\ goal\ short-fall \times contract\ sum\ (incl.\ PC\ sums,\ PR\ sums\ and\ excl.\ Fixed\ Costs)$

The total value of the penalty (P_t) shall be the sum of the penalties per individual goals;

$$P_t = P_1 + P_2 + \dots + P_n$$

C1.2.2.2 PART TWO - DATA TO BE PROVIDED BY THE CONSULTANT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Statements given in all contracts

- The *Consultant* is
Name
Address.....
.....
.....
- The *key persons* are
(1) Name
Job
Responsibilities.....
Qualifications
Experience.....
(2) Name
Job
Responsibilities.....
Qualifications
Experience.....
- The *staff rates* are
name/designation rate
.....
.....
- The following matters will be included in the Risk Register
.....
.....
.....

Optional statements If the *Consultant* is to decide the *completion date* for the whole of the *services*

- The *completion date* for the whole of the *services* is

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is

If the *Consultant* states any *expenses*

- The *expenses* stated by the *Consultant* are
item amount
.....
.....

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

1 The Service
Provider is:

.....

Address :

.....

.....

Telephone : Fax :

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

Name :

The address for receipt of communications is:

Address :

.....

.....

Telephone : Fax :

E-Mail :

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

Name :

Specific Duties :

Name :

Specific Duties :

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

The additional conditions of contract are:

C1.2.3.1 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

C1.2.3.2 RETENTION

For consultant services in respect of construction contracts, 5% retention will be withheld by the employer until the provision and acceptance of the final ‘as-built’ drawings.

C1.2.3.3 EMPOWERMENT INITIATIVE

It is a condition of contract that the Professional Service Provider / Civil Engineering Consultant must allow for a minimum of 30% of the contract value (excluding PC Sum and Fixed Cost allowances) to be subcontracted to persons who are >51% (black people) owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

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

PART C2 : PRICING DATA
C2.1 : PRICING INSTRUCTIONS

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

C2.2 : PRICING SCHEDULE

The Activity Schedule follows and comprises of 04 pages. The pages are numbered 56 to 59

ACTIVITY SCHEDULE Construction Supervision, Monitoring, Administration: For the Construction of Cornubia Boulevard, C9 Work Package 6A					
ITEM	DESCRIPTION	UNIT	SCHEDULED QTY (EXCL. VAT)	RATE	SCHEDULED AMOUNT
	PART A1 - Normal Service				
	PART A1.1: Structural Works				
A1.1.1	Stage 3: design Development (Detailed Design)	%	R 20,104,003.43		
A1.1.2	Stage 4: Documentation & Procurement	%	R 20,104,003.43		
A1.1.3	Stage 5: Contract Administration and Inspection	%	R 80,416,013.70		
A1.1.4	Stage 6: Close-out	%	R 80,416,013.70		
SUMMARY ITEM 1	TOTAL A1.1				
	PART A1.2: Recoverable Expenses				
A1.2.1	Part A1.2 - Recoverable Expenses for Normal Services	%			
SUMMARY ITEM 2	TOTAL A1.2				
	PART A1.3: Roadworks & Civil Works				
A1.3.1	Stage 3: design Development (Detailed Design)	%	R 40,208,006.85		
A1.3.2	Stage 4: Documentation & Procurement	%	R 40,208,006.85		
A1.3.3	Stage 5: Contract Administration and Inspection	%	R 160,832,027.40		
A1.3.4	Stage 6: Close-out	%	R 160,832,027.40		
SUMMARY ITEM 3	TOTAL A1.3				
	PART A1.4: Recoverable Expenses				
A1.4.1	Part A1.4 - Recoverable Expenses for Normal Services	%			

SUMMARY ITEM 4	TOTAL A1.4				
	PART A2 - Additional Services				
	PART A2.1 Construction Monitoring Resources				
A2.1.1	Project Manager @ 50%	Months	24.00		
A2.1.2	Employer's Agent's Representative @50%	Months	24.00		
A2.1.3	Resident Engineer: Structural Works @ 50%	Months	24.00		
A2.1.4	Assistant Resident Engineer: Structures	Months	24.00		
A2.1.5	Resident Engineer: Roadworks & Civil Works @ 50%	Months	24.00		
A2.1.6	Assistant Resident Engineer: Roadworks & Civil Works	Months	24.00		
A2.1.6	Occupational Health & Safety Agent (OHS) @25%	Months	24.00		
A2.1.7	Environmental Control Officer (ECO) @25%	Months	24.00		
A2.1.8	PC Sum: Document Controller	Months	24.00		
A2.1.9	Clerk of Works	Months	24.00		
A2.1.10	Sundries	PC Sum	1.00	R 250,000.00	R 250,000.00
A2.1.11	Handling Cost and Profit	%	R 250,000.00		
SUMMARY ITEM 9	TOTAL A2.1				
A2.2.1	Part A2.2 - Recoverable Expenses for Construction Monitoring	%			
SUMMARY ITEM 10	TOTAL A2.2				

ITEM	DESCRIPTION	UNIT	SCHEDULED QTY	RATE	SCHEDULED AMOUNT
	PART B - Other Expenses				
	Part B1.1: Professional Services				
B1.1.1	Technical Specialists Pavement and Materials	Hrs	160.00		
B1.1.2	Technical Specialists: Architectural Service	Hrs	80.00		
B1.1.3	Technical Specialists: Traffic Engineering	Hrs	80.00		
B1.1.4	Technical Specialists: Quantity Surveyor	Hrs	160.00		
B1.1.5	Technical Specialists: Universal Access	Hrs	160.00		
B1.1.6	Technical Specialists: Electrical and Mechanical	Hrs	80.00		
B1.1.7	Specialist Claims Consultant	PC SUM	1.00	R 250,000.00	R 250,000.00
B1.1.8	Handling Cost in terms of item B1.1.7	%	R 250 000.00		
B1.1.9	Geotechnical Investigations/Testing	PC SUM	1.0	R 250,000.00	R 250,000.00
B1.1.10	Handling costs in terms of item B1.1.9	%	R 250,000.00		
B1.1.11	Site Topographical Surveys	PC SUM	1.0	R 125,000.00	R 125,000.00
B1.1.12	Handling costs in terms of item B1.1.11	%	R 125,000.00		
SUMMARY ITEM 11	TOTAL B1.1				

B1.2	PART B1.2: Recoverable Expenses for Other Expenses	%	R0.00		
SUMMARY ITEM 12	TOTAL B1.2				
ITEM	DESCRIPTION	UNIT	SCHEDULED QTY	RATE	SCHEDULED AMOUNT
	PART B2: Empowerment Plan				
B2.1	Candidate Professional Development	no	12.0		
B2.2	BSc/BTech Graduate Employment	no	12.0		
B2.3	NDip Graduate/In-Service Training	no	12.0		
B2.4	Legacy Projects/CSI Initiatives	sum	0.0		
SUMMARY ITEM 13	TOTAL B2				
B3	PART B3: Recoverable Expenses for Other Expenses	%	R0.00		
SUMMARY ITEM 14	TOTAL B3				
SUB-TOTAL (Excl. VAT)					

NAME :

(Block Capitals)

SIGNATURE :
(of person authorised to sign on behalf of the Tendere

DATE:

PART C3 : SCOPE OF WORK

C3.1 BACKGROUND

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

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

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

The above-mentioned Corridors originate at the Bridge City terminal and terminate at the City Centre, Pinetown Centre, and Umhlanga Rocks Town Centre, respectively. The C9 corridor has been divided into 7 work packages and this contract is for work package 6A. It is the construction of the C9 corridor along Cornubia Boulevard from the proposed Dube West-Cornubia Boulevard intersection to the proposed Dube East-Cornubia Boulevard intersection and its associated works.

C3.1.2 Description of Site and Access

The project involves the construction of the IRPTN, Go! Durban, C9 Route, Work Package 6A, Cornubia Boulevard, from the proposed Dube West-Cornubia Boulevard intersection to the proposed Dube East-Cornubia Boulevard intersection. The project is flanked by the proposed Dube West arterial road on the West and by the proposed Dube East link on the East. Bulk earthworks, relocations of services, installation of services, stormwater drainage systems, ducts, landscaping, ancillary works forms part of this contract.

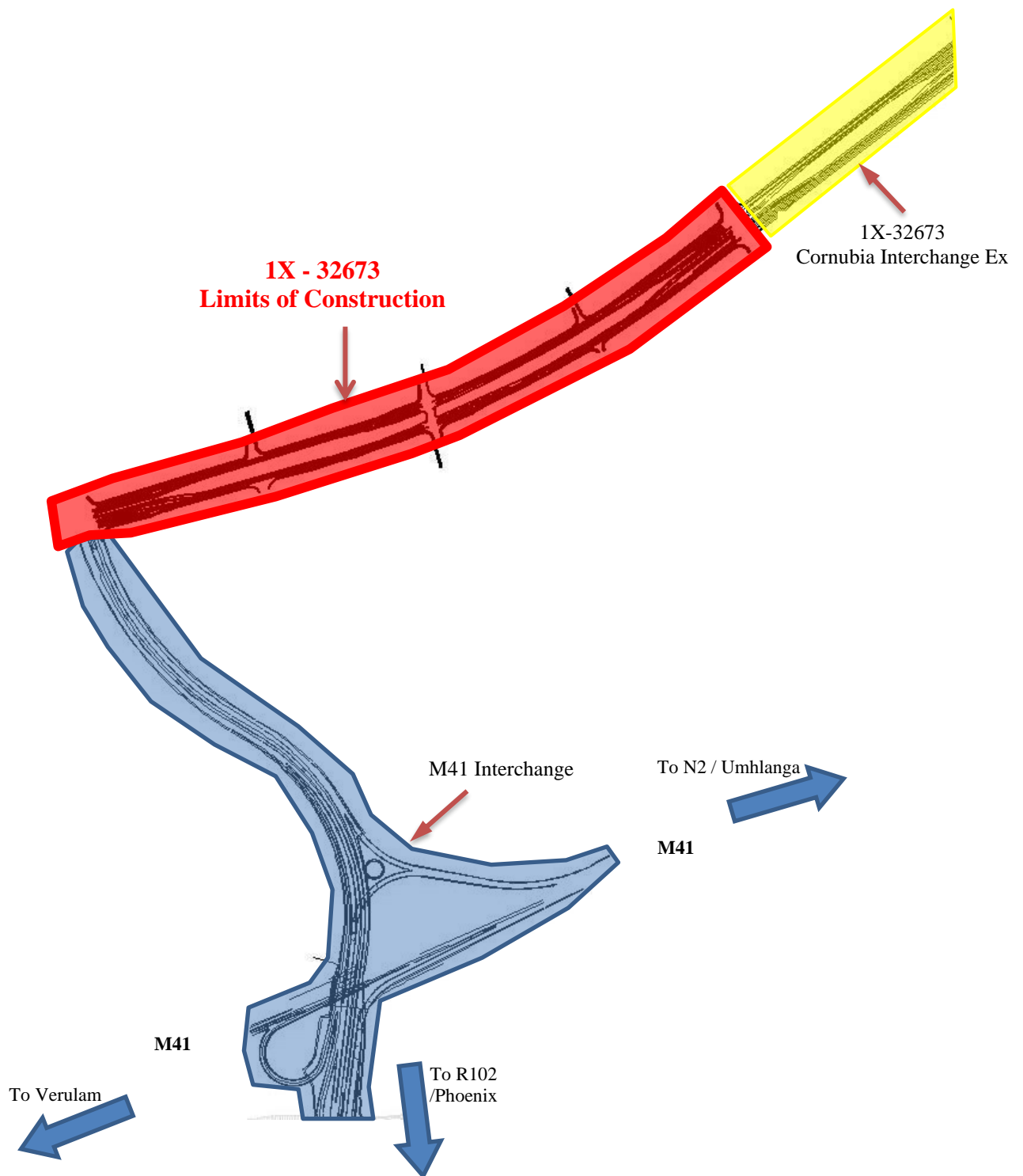


Figure 1: Proposed Works in Red

C3.1.3 Nature of Ground and Subsoil Conditions

Ground conditions are provided on the accompanying detailed geotechnical report.

C3.1.4 Project Scope

The scope includes the following works:

- Bulk earthworks;
- Reinforced concrete retaining walls;
- Stormwater drainage system;
- Installation of service ducts;
- Landscaping;
- Protection Works;
- Traffic Accommodation

Traffic Accommodation

The Contractor will need to design a traffic accommodation plan which will need to be submitted to the City's Traffic Operations Department within the ETA for acceptance.

Stormwater

Stormwater drainage facilities will be constructed under this contract. This includes for the construction of a closed subsurface drainage system consisting of concrete pipes as per approved drawings. This network will need to tie into the existing drainage facilities.

C3.1.5 Works Specification

Table of Contents

1. Title
2. Client's Objectives
3. Description of Services
4. Extent of Services
5. Use of Reasonable Skill and Care
6. Approvals
7. Procurement
8. Access to Land and/or Buildings and/or Sites
9. Planning and Programming
10. Software Applications
11. Quality Management
12. Format of Communications
13. Key Personnel
14. Management Meetings
15. Electronic Payments
16. Payment Certificates
17. Property Provided by the Client for Engineer's Use

1. Title

Construction Supervision, Monitoring, Administration: For the Construction of Cornubia Boulevard, C9 Work Package 6A

2. Client's Objectives

The Client's objective is to appoint a multi-disciplinary engineering and construction management team for the implementation of the eThekweni Municipality's Go! Durban C1 WP3 which entails the completion of the road works and associated infrastructure along Inanda Arterial Road between the N2/M21 interchange and Teakfield Road.

3. Description of Services

The services contemplated as part of this contract is primarily for construction monitoring, supervision and contract administration however ad-hoc requirements for detail design work as well as for technical and procurement documentation are anticipated.

4. Extent of Services

In order to clarify the extent of the services required, the same shall be divided into the standard delivery stages for civil engineering projects as per the summary given in table 1 below:

Table 1 Summary of the extent of services

Stage No.	Stage Name	Stage Description	Key Deliverables
1	Detail Design	Review the proposed design and consult with local and statutory authorities Develop the design, construction system, material and components Incorporate and co-ordinate all services as well as the work of all consultants Review the design, costing and program with all key	Detail design calculations Detail design drawings and 3-D models Detail design report Co-ordinated design drawings Maintenance management system design Definitive cost estimate

Stage No.	Stage Name	Stage Description	Key Deliverables
		stakeholders	Detailed program
2	Documentation & Procurement	<p>Prepare and submit documentation required for local and statutory authority submission</p> <p>Review and co-ordinate all technical documentation</p> <p>Prepare and co-ordinate specifications for the Works</p> <p>Review cost estimated and program with all stakeholders</p> <p>Obtain Client's authority to prepare procurement documentation</p> <p>Obtain and evaluate offers for the execution of the Works</p> <p>Recommend a Contractor for the execution of the works</p> <p>Prepare Contract documentation</p>	<p>Submissions in line with all required local and statutory requirements</p> <p>Project specifications</p> <p>Design drawings for tender</p> <p>Construction drawings</p> <p>Procurement event report</p> <p>Signed construction contract for the Works.</p> <p>Revised cost estimate</p> <p>Revised construction program</p>
3	Construction	End-to-end management of the implementation of the designs	<p>Project schedule performance reports</p> <p>Project cost performance reports</p> <p>Project quality performance reports</p> <p>Project Procurement Performance Reports</p> <p>Project Stakeholder Engagement Performance Report</p> <p>Project deviation management report</p> <p>Certificate(s) of practical completion</p> <p>Certificate(s) of final completion</p>
4	Close-out	<p>Undertake all activities required to validate scope culminating in the acceptance of deliverables by the Client.</p> <p>Complete all deliverables hand-over processes</p> <p>Facilitate Contractual close-out</p> <p>Facilitate Administrative close-out</p>	<p>Scope validation report</p> <p>Deliverables acceptance register/report</p> <p>Maintenance manuals for components, sub-systems and systems</p> <p>Handover reports, certificates; including guarantees, warranties, commercial rights, insurances etc.</p> <p>As-built records, including drawings and reports</p> <p>Preliminary final accounts</p> <p>Final payment certificates</p> <p>Contractual closure report</p> <p>Administrative closure report</p>

5. Use of Reasonable Skill and Care

Due to the complex nature of these works and the invariable need for the application of professional judgement, the Consultant is required to exercise reasonable skill and care at all times in order to comply with all statutory and regulatory requirements as well as to conform with industry best practice in relation to all the professional disciplines involved in these works.

6. Co-operation with other service providers

It is brought to the attention of the Consultant that the Client anticipates the appointment of other service providers for the design and execution of portions of the works not covered by the scope of works specified in this document and/or any other part of the contract data.

Although this will not be definitively stated here; the work of other service providers will generally be limited to specialized and/or proprietary works. It is emphasized that other general building and engineering construction works may be executed by other service providers at the behest of the Client.

Where such works interfaces directly and/or indirectly with the works stipulated in this scope document and/or anywhere else in the contract data, either from a design co-ordination perspective and/or from a construction sequencing and programming perspective, the Consultant will be required to manage all such interfaces to ensure successful integration of all elements of design and construction/installation on the project.

6.1 Place(s) for the Performance of Specific Tasks

All project progress, risk reduction, contract related, ad-hoc planned and ad-hoc unplanned meetings will take place at the Client's premises or at any other premises as may be specified by the Client from time to time.

The Consultant is responsible for the provision of his/her own facilities for the efficient execution of these works and to this end the Client shall not be required to provide the Consultant with any facilities for the execution of the works.

6.2 Reporting Requirements

The reporting requirements on this project shall be in line with the Prince2 project methodology, tailored to the context of this project as summarized in table 4 below.

Table 2 Standard project management reporting requirements

Report Name	Report Purpose/Trigger	Report Frequency & Format	Report Contents
Check Point Report	Detailed report on the status of work packages in progress	Every 2 weeks, the report shall be submitted in Word and PowerPoint formats to the Client and the Client reserves the right to have the reported presented orally by the Consultant.	Date, reporting period, follow-ups, of activities during the period, of planned activities for the next period, performance of work packages against cost, time, scope and quality (preferably in earned value management terms), issues and risks at the level of the work packages
Executive Report	High level (executive level) report on project performance	Every month, the report shall be submitted in Word and PowerPoint formats to the Client and the Client reserves the right to have the	Date, reporting period, status summary, highlights from the current reporting period, planned highlights for the next reporting period, performance

Report Name	Report Purpose/Trigger	Report Frequency & Format	Report Contents
		reported presented orally by the Consultant.	of project against cost, time, scope and quality in earned value management terms, requests for change (RFC), key issues and risks, lessons learnt.
Exception Report	Required when any of the stages and/or project constraints are forecast to exceed/overrun the plan	No later than 7 days after a trigger has been detected and/or should have been detected. The Client reserves the right to have the reported presented orally by the Consultant.	Exception title, cause of the exception, consequence of the deviation, available options, recommendation, lessons learnt
End of stage report	To give a summary of the progress within the stage to date as well as that of the overall project situation. Basis of the project and stage gate review/kill point.	Required on approach to the end of each of the stages outlined in the extent of works section, generally; for each of the six (6) stages. The Client reserves the right to have the reported presented orally by the Consultant.	Project managers report, review of the business case, review of project objectives, review of stage objectives, review of team performance, review of deliverable produced during the stage, lessons learnt during the stage, issues and risk report of the current stage, forecasts for the next stage including key performance targets
End of project report	This is the key input to the project closure processes and aims to evaluate overall project performance against the project plan	On approach to the end of the project, typical during stage 6 work. The Client reserves the right to have the reported presented orally by the Consultant.	Project manager's report Review of the business case Review of project objectives Review of team performance Review of deliverables/products Lessons learnt

7. Approvals

The Consultant shall be responsible for the preparation, collation, compilation and submission of all the documents required to apply for all approvals that are applicable to this scope of works.

The Consultant shall at the end (or on approach to the end) of each of the six (6) stages of this project request approval from the Client to proceed to the next stage, this approval process will be through a formal stage gate review to be presided over by an executive manager from the Client organisation.

The Consultant shall be required to submit all requests for changes and/or deviations from approved plans to the Client for approval prior to the implementation of any changes that will materially affect one or more of the cost and/or schedule and/or scope and/or quality of any one deliverable. The Client shall assess such requests through an internal integrated project change

management system prior to giving feedback to the Consultant.

8. Procurement

All procurement events on this project shall be subject to the provisions of the eThekweni Municipalities' Supply Chain Management policy, rules, guidelines, processes and procedures




The provisions of the Municipal Finance Management Act (as amended) as well as the Preferential Procurement Policy Framework Act (as amended) as well as its associated regulations shall also be applicable to all procurement events.

9. Access to Land and/or Buildings and/or Sites

The Client undertakes to grant the Consultant access to land and/or buildings and/or sites for the proper and expeditious execution of these works as stipulated in the Contract data and/or in any other project document where such stipulation has been reduced to writing and signed by the duly authorized representatives from both the Client and the Principal Agent's side.

10. Planning and Programming

The program for these works shall be compiled by applying a bottom-up estimating technique; wherein the Consultant shall decompose the scope statement into the three-level listed below:

-  Sub-project
-  Work package
-  Activity

All schedule and cost estimates shall be undertaken at the activity level and then rolled-up through each subsequent level as and when necessary.

The program shall clearly show the critical path and all the activities that form part of the critical path as well as any internal and external dependencies upon which each of the critical path activities depends.

Project constraints and key milestone dates shall also be reflected in the program.

Whereas a preliminary program is required as part of the Principal Agent's response to the proposal associated with this scope document, a detailed program must be prepared and submitted by the Principal Agent no later than twenty-eight (28) calendar days after the contract (or contract commencement) date.

The detailed program shall be updated fortnightly as part of the check-point report and the principles of the rolling wave planning technique shall be applied between successive planning periods.

The activities in the program shall at all times be loaded with the costs associated with each activity to ensure that an up-to-date cash flow projection is available to the Client at any point in time.

11. Software Applications

The Client uses standard and non-standard Microsoft office software, Autodesk, AllyCad, Civil Designer and AA SIIDRA. It is in most cases practical for the Consultant to stick to similar software to facilitate compatibility and efficiency.

Where the Consultant does intend to utilize proprietary software packages on work that will require interface between the Consultant and the Client; the Consultant is required to make provision for the procurement of an appropriate software licence for the use of the Client for the duration of these works.

Should the Consultant decide on the need to utilize proprietary software packages after the contract date it shall be deemed that the Consultant has made provision for the Client's access to the software package, in this instance the Consultant shall seek permission from the Client to switch from a standard and/or non-standard Microsoft office package, Autodesk, AllyCad, Civil Designer and AA SIIDRA to the proposed proprietary software package.

12. Quality Management

The Consultant is required to have in place an ISO 90001 (or equivalent) Quality Management System (QMS) certification.

The Consultant will be required to submit his/her quality management plan from these works to the Client for evaluation and approval.

The Client will perform independent project quality management audits both at regular intervals, as well as on an ad-hoc basis as and when the need arises.

The Client's intentions in this regard are the confirmation of the quality of the project management processes as well as confirmation of the quality of deliverables produced by the Consultant.

13. Format of Communications

Table 3 Communication Formats

Communication Type/Class	Required Format(s)	Template Availability
Contract administration	Formal written – electronic	Yes – as per contract forms
Project reports	Formal written – electronic	Yes – Prince2 templates
Project presentations	Formal written/oral – electronic	No – to be developed by Consultant
Meeting minutes/records	Formal written - electronic	No – to be developed by Consultant
Technical/Design reports	Formal written/oral – hard copy and electronic	No – to be developed by Consultant
Design drawings	Formal written – hard copy, electronic and film	No – to be developed by Consultant
Electronic communications	Formal = electronic mail, teleconference, video conference Informal = 1-to-1 voice call, short text messages and instant messenger platforms	N/A

14. Key Personnel

The Consultant shall as part of his/her response submit to the Client a schedule of key personnel for the execution of these works. The submission shall comprise of a table with the headings as listed below:

- ✚ Proposed role
- ✚ Detailed role description clearly outlining areas of technical and managerial responsibilities as well as key performance areas for the role
- ✚ Reporting relationships (in the context of the project team)
- ✚ Last name
- ✚ First name(s)
- ✚ Identity/passport number
- ✚ Academic and/or mandatory qualifications (required to be declared competent for proposed role)
- ✚ Registrations and/or certifications relevant to the fulfilment of the proposed role
- ✚ Total years of experience (relevant to the proposed role)
- ✚ High level summary of previous involvement in work of similar nature/complexity
- ✚ Contact details

The schedule of key personnel submitted shall be accompanied by supporting documentation including certified ID copies, certified academic/mandatory qualification certificates and certified registration/certification certificates.

15. Management Meetings

Project/risk reduction meetings will take place fortnightly according to a schedule to be agreed during upon during the project inception meeting between the Client and the Principal Agent.

In addition to the project/risk reduction meetings stage gate review meetings will be schedule as and when each of the project stages approaches the end.

Management meeting invitations shall be published at least seven (7) calendar days before the meeting date, minutes of the previous meeting shall accompany each meeting invitation.

Either of the Parties may call and ad-hoc meeting with a 72-hour notice to the other Party or an emergency meeting where an advanced notice requirement may be waived subject to agreement between the two Parties.

In consultation with the Client; Consultant shall undertake all meeting administration, record-keeping and information dissemination.

16. Electronic Payments

All payments for works executed on this project shall be effected by electronic means and the Client reserves the right to require the Consultant to comply with administrative requirements necessary for the expeditious processing of payments under this contract.

17. Payment Certificates

In order to facilitate the verification and certification of payment certificates, each payment certificate shall be accompanied by the list of supporting documents stipulated below:

- 17.1 Tax invoice compliant with the Client's mandatory Tax invoice format
- 17.2 Detailed valuation/changes in valuation of the work executed per line item in the bill of quantities to date.
- 17.3 The Consultant shall submit a signed-off cost performance report for the project to date, the final format of the cost report shall be agreed between the Client and Principal Agent at the project inception meeting.
- 17.4 Where material(s) on site are included in the valuation, the percentage claimed shall be as stipulated in the contract data for these works and the Consultant shall submit proof of ownership of the material, proof of insurance for the material as well as issue a certificate to vest the materials with the Client.
- 17.5 Where materials off-site are included as part of the claim valuation; then in addition to the requirements imposed upon claim for materials on site, the Consultant shall arrange for an appropriately empowered Client representative to inspect the materials at the off-site location, such materials shall at the date of the inspection be modified to such an extent that it is unlikely that the same material could be redirected and/or repurposed for use on any other works other than the works in this scope document. The material shall at the off-site location be stacked/stored in a demarcated area and clearly and conspicuously marked as forming part of the works in this scope document. The afore-mentioned inspection shall be scheduled no later than seven (7) days prior to the inspection date.

C3.2 ANNEXURES

C3.2.1 Baseline Risk Assessment

C3.2.2 Geotechnical Report

C3.2.3 Tender Drawings

PART C4: SITE INFORMATION

C4.1 LOCALITY PLAN

The site is located in Cornubia, North of Durban



Figure 1: Site Location