



CLUSTER
Operations Management
UNIT
Catalytic Projects
DEPARTMENT
Catalytic Projects

PROCUREMENT DOCUMENT : PROFESSIONAL SERVICES

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

Contract No: 1X-33968

Contract Title: Provision of Professional Services for the development of the framework and business processes for the implementation of Catalytic Projects over 36 months.

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: [Non-Clarification Meeting](#)

Meeting Location, Date, Time: [N/A.](#)

Queries can be addressed to: [Name: Khethiwe Mvelase](#)

The Employer's Agent's: [Tel: 031 322 0293](#)

Representative: [Email: khethiwe.mvelase@durban.gov.za.](#) Email queries to be submitted by no later than 04 November 2025, and consolidated questions and answers will be uploaded on the 11 November 2025.

TENDER SUBMISSION

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

Delivery location: [The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban](#)

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

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

**JDE Queries
Contact:**

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

Closing Date/ Time: [Friday, 21 November 2025](#) at [11h00](#)

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

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: [Catalytic Projects](#)

Date of Issue: [01/10/2025](#)

Document Version : 23/10/2024

FOR OFFICIAL USE ONLY

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

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PART T1: TENDERING PROCEDURES

T1.1.1 : TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works to undertake the Greater Greyville walkability study.

Subject	Description	Tender Data
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Catalytic Projects	F.1.1.1
Tender Documents	Documentation is to be downloaded the National Treasury's eTenders website or the eThekweni Municipality Website : • https://www.etenders.gov.za/ • https://www.durban.gov.za/pages/business/procurement	F.1.2
Clarification Meeting	N/A.	F.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Name: Khethiwe Mvelase Tel: 031 322 0293 Email: khethiwe.mvelase@durban.gov.za. Email queries to be submitted by no later than 04 November 2025, and consolidated questions and answers will be uploaded on the 11 November 2025.	F.2.8
Submitting a Tender Offer	The Tender Offer shall be delivered to: The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban Tenderers are also required to make an electronic submission via the eThekweni Municipality JDE System (SSS Module) . • Tenderers must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. • Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time. • Reference should be made to Part T1.1.2 and Clause F.2.13 of the Tender Data.	F.2.13
Closing Time	The Tender Offer ("hard copy") shall be delivered, and the electronic submission completed, both on or before Friday, 21 November 2025 , at or before 11h00 .	F.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the SCM Policy will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.11
Requirements for sealing, addressing, delivery, opening, and assessment of tenders are stated in the Tender Data		

T1.1.2: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM

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

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

This JDE System will be used for:

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

Registrations

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

National Treasury: Central Supplier Database

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

eThekwini Municipality Supplier Portal

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

eThekwini Municipality JDE System

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

Assistance with using the JDE System

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

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

Viewing of available tenders

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

Tender documentation

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

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

Submission of tender offers

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

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

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

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

Viewing the Tender opening schedule

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

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

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

T1.1.3: NOTES TO TENDERERS

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

eThekwini Supply Chain Management Policy (SCMP)

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

1) Clause 14(4): ETM Supplier Database

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

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

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

The following is to be noted:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CIDB Regulation 25(8) (if applicable)

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

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

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

F.1.1 The employer:

The Employer for this Contract is the **eThekwini Municipality** as represented by:
Deputy Head: **Catalytic Projects**

F.1.2 Tender documents:

The Tender Documents issued by the Employer comprise:

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

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

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

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

F.1.4 Communication and employer's agent:

The Employer's Agent's Representative is:

Name: Khethiwe Mvelase

Tel: 031 322 0293

Email: khethiwe.mvelase@durban.gov.za. Email queries to be submitted by no later than 04 November 2025, and consolidated questions and answers will be uploaded on the 11 November 2025.

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

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility:

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

F.2.1.1 Eligibility: General

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

- 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.
- the Tenderer does not have the legal capacity to enter into the contract.
- 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.
- In the event of a Compulsory Clarification Meeting:
 - the Tenderer fails to attend the Compulsory Clarification Meeting.
 - 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.
- in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- at the time of closing of tenders, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

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

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

- Business

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

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

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

F.2.2.2 The cost of the tender documents:

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

F.2.6 Acknowledge addenda:

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

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

F.2.7 Clarification meeting:

N/A.

F.2.12 Alternative tender offers:

No alternative tender offers will be considered.

F.2.13 Submitting a tender offer:

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

Tender Offers are to be delivered, in "hard copy" format, to **delivery address**:

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

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

- Contract No. : **1X-33968**
- Contract Title : **Provision of Professional Services for the development of the framework and business processes for the implementation of Catalytic Projects over 36 months.**

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

The Tender documentation, issued by the eThekwini Municipality (refer to F.1.2), is to be printed in its entirety. Printing should be done on white A4 paper, with printing on only one side of the paper.

(It is suggested that the Tender documentation is not stapled, or punched for filing, prior to scanning, as this could affect the scanning process.)

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

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

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

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

Offer communicated on paper shall be submitted as an original.

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

F.2.15 Closing date and time:

The closing time is:

- **Date : Friday, 21 November 2025**
- **Time : 11h00**

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

F.2.16 Tender offer validity:

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

F.2.23 Certificates:

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

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

Compensation Commissioner

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

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

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

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

Central Supplier Database (CSD)

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

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

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

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

CIDB Registration (if applicable)

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

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

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

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

The **Joint Venture Grading Designation Calculator** printout should be included when making a submission as a Joint Venture:

(<https://registers.cidb.org.za/PublicContractors/JVGradingDesignationCalc>)

F.3: THE EMPLOYER'S UNDERTAKINGS

F.3.1.1 Respond to requests from the tenderer:

Replace the words "five working days" with "three working days".

F.3.2 Issue addenda:

Add the following paragraph:

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

F.3.4 Opening of Tender Submissions:

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

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

F.3.8 Test for Responsiveness:

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

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

“The above is applicable to the following returnable documents:

- T2.2.1: Compulsory Enterprise Questionnaire
- T2.2.3: Contracts Awarded by Organs of State in the past 5 years
- T2.2.4: MBD 4: Declaration of Interest
- T2.2.5: MBD 5: Declaration for Procurement Above R10 Million
- T2.2.6: MBD 6.1: Preference Points Claim
- T2.2.7: MBD 8: Declaration of Bidder's Past SCM Practices
- T2.2.8: MBD 9: Certificate of Independent Bid Determination
- T2.2.9: Joint Venture Agreements (if applicable)
- T2.2.10 Record of Addenda to Tender Documents
- T2.2.11: Declaration of Municipal Fees
- T2.2.12: CSD Registration Report
- T2.2.13: Registration with Compensation Commissioner

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

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

- detrimentally affect the scope, quality, or performance of the works identified in the Scope of the Work,
- significantly change the Employer's or the Tenderer's risks and responsibilities under the contract,
- affect the competitive position of other Tenderers presenting responsive tenders, if the deviation or omission was rectified.”

F.3.11 Evaluation of Tender Offers:

Eligibility

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

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.

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 in the Employer's SCM Policy.

Preference Points

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

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

- **Ownership Goal**

Goal Weighting: 50%

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

Ownership Categories	Criteria	80/20
Race: Female, Black (w1)	Equals 0% to 49%	0
	Greater than 49% and 60%	4
	Greater than 60% and less than 100%	7
	Equals 100%	10
Maximum Goal Points:		10

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
Not in South Africa	0
South Africa	2
Kwa Zulu Natal	3,5
eThekweni Municipality	5
Maximum Goal Points:	5

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: The promotion SMMEs owned by Black People, 51 percent black owned – 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.

Sub-Contracting Goal	80/20
Sub-contracting 0%	0
Sub-contracting <30%	2
Sub-contracting 30%	4
Sub-contracting ≥30% and <50%	5
Maximum Goal Points:	5

Weightings of the sub-contracting **Goal subcontracting** will be:

W3 = 25%

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

- Sub-contracting Plan (30 % 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's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- If applicable, the Tenderer is **registered**, and **"Active"**, with the **Construction Industry Development Board** in an appropriate contractor grading designation.
- If required to be so registered, the Tenderer is **registered and is in good standing with the compensation fund or with a licensed compensation insurer**, as applicable to the requirements of The Occupational Injuries and Diseases Act.
- The Tenderer or any of its directors/ shareholders are **not listed on the Register of Tender Defaulters**, in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business with the public sector.

- (f) The Tenderer has not:
 - i) Abused the Employer's Supply Chain Management System; or
 - ii) Failed to perform on any previous contract and has been given a written notice to this effect.
- (g) The Tenderer has completed **Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire"** and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.
- (h) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations (2014), issued in terms of the Occupational Health and Safety Act (1993), the **necessary competencies and resources to carry out the work safely**.

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

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

F.3.15 Complete adjudicator's contract:

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

F.3.17 Copies of contract:

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

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 In terms of Section 49 of the eThekweni SCM Policy any person aggrieved by the decisions taken in the implementation of the SCM System may lodge within 14 days of notification, a written objection against the decision of the following:

The City Manager

Attention: Ms S Pillay (E-Mail: Simone.Pillay@durban.gov.za)

P O Box 1394

DURBAN

4001

Please be advised that any objection to this decision will only be processed upon receipt of a non-refundable administration fee of R1814, 00 including VAT as stipulated in the municipality's SCM Policy approved on 29/08/2024 as well as the municipal budget for the financial year 2025/26. An objection will only be considered upon receipt of proof of payment of this fee. This amount must be paid into the following bank account as a real-time payment:

EThekweni Metropolitan Municipality

Nedbank – 1107821118

Reference Number : Please insert contract number

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

T1.2.3.4 Functionality Specification

Functionality Evaluation

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

Functionality criteria	Subcriteria	Points	Evaluation Schedule(s)
Experience of Tenderer	Experience of the service provider in executing work of a similar nature as defined under the scope of works. Providing a lead role in developing business processes for the implementation of catalytic land developments, public and private partnerships, financial models, incentive programs, and programs for the implementation of engineering services (Bulk infrastructure)	15	T2.2.13
Experience of Key Resources in executing work of a similar nature as defined under the scope of works.	Project Lead	15	T2.2.16
	Development Economist	10	T2.2.16
	Project Finance Specialist	10	T2.2.16
	Legal Advisor	10	T2.2.16
	Infrastructure Specialist	10	T2.2.16
	Urban/Spatial Planner	10	T2.2.16
	Total points of Key resources	65	
Proposed Organogram & Staffing ,	The tenderer must provide a clear team structure. For each team member, indicate the following: • Full name and role • Qualifications • Each team must have at least one registered supporting member, and support staff must be limited to four (4) members. • Years of relevant experience	5	T2.2.14
Methodology	To ensure transparency, comparability, and value for money, tenders must clearly outline the composition of the professional team under each stream, indicate the time commitment of each member, and provide competitive hourly rates aligned with gazetted professional fees guidelines or prevailing industry standards. Tenderer must also include risk management and a detailed approach that demonstrates an understanding of the scope of works.	15	T2.2.17
Maximum possible score for Functionality (M_s)		100	

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

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

Level	pts	Criterion: Tenderer's Experience
Level 0	0	No Submission or Submission of no substance / irrelevant information provided
Level 1	40	To have successfully completed at least 1 to 2 <u>projects</u> of a similar nature within the past 15 years.
Level 2	70	To have successfully completed 3 to 4 <u>projects</u> of a similar nature within the past 15 years.
Level 3	90	To have successfully completed 5 to 6 <u>projects</u> of a similar nature within the past 15 years.
Level 4	100	To have successfully completed 6+ <u>projects</u> of a similar nature within the past 15 years.

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

Experience of Key Resources in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	Total Points (65)
Project Lead Experience in leading projects of a similar nature and complexity	Master's degree in engineering / Property Development / Development Finance,	Relevant professional registration, where applicable	No Submission Or Submission of no substance / irrelevant information provided	≤ 15	>15 ≤ 17	> 17 ≤ 20	> 20	15
Development Economist Experience in conducting cost-benefit analysis, socio-economic impact studies, and other relevant development studies in projects of a similar nature and complexity	B. degree in Economics	Relevant professional registration, where applicable	No Submission Or Submission of no substance / irrelevant information provided	≤ 10	>10 ≤ 15	> 15 ≤ 20	> 20	10
Project Finance Specialist Experience in developing funding models, assessing bankability, cost-sharing models, and other pertinent models of projects of a similar nature and complexity.	BCom in Finance / Accounting/ Economics	Relevant professional registration, where applicable	No Submission or Submission of no substance / irrelevant information provided	≤ 10	>10 ≤ 15	> 15 ≤ 20	> 20	10
Legal Advisor Experience in drafting, reviewing collaboration legal agreements and other legal instruments in projects of a similar nature and complexity.	LLB or equivalent, Admitted Attorney, Municipal /Development Law/ Conveyancer, & Contract Law	Relevant professional registration, where applicable	No Submission or Submission of no substance / irrelevant information provided	≤ 10	>10 ≤ 15	> 15 ≤ 20	> 20	10

Infrastructure Specialist Experience conducting technical studies, designing, and implementing bulk infrastructure and other relevant technical support in projects of a similar nature and complexity.	BSC/ BEng BTech in Civil Engineering,	Professionally registered with ECSA, Pr.Eng / Pr.Tech (5 years post-registration to claim points)	No Submission or Submission of no substance / irrelevant information provided	≤ 10	>10 ≤ 15	> 15 ≤ 20	> 20	10
Urban /Spatial Planner Experience in developing guidelines and frameworks in alignment with the Spatial Development Framework and other regulatory frameworks on projects of a similar nature and complexity	Bachelor's Degree or Honours in Urban and Regional Planning	Professionally Registered with SACPLAN (5 years post-registration to claim points)	No Submission Or Submission of no substance / irrelevant information provided	≤ 10	>10 ≤ 15	> 15 ≤ 20	> 20	10

Level	Pts	Criterion: Approach / Methodology
0	0	No response/ no documents submitted
1	40	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects.
2	70	The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project. The project plan and manner in which risk is to be managed etc is tailored to the key aspects of the programme. The programme is adequate.
3	90	The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The project plan and approach to managing risk etc is tailored to the critical characteristics of the project. The programme is good and has allowed for all critical aspects
4	100	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The programme is well thought out and makes allowance for all the key risk areas. The approach paper details ways to improve the project outcomes and the quality of the outputs

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

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

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

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T2.2.9	Joint Venture Agreements (if applicable)	37
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Technical or Functionality Evaluation

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T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [24](#) to [47](#).

NOTE

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

- C1.1.1: **Form of Offer,**
- C1.2.2.2: **Data to be Provided by Contractor, and**
- C2.2: **Bill of Quantities.**

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

4.0	MBD 4, MBD 6, MBD 8, and MBD9 issued by National Treasury must be completed for each tender and be included as a tender requirement.
-----	---

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

This is to certify that:

(entity name):

of (address):

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

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

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:

Capacity:

Capacity:

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

Name:

Signature:

Date:

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.4 MBD 4: DECLARATION OF INTEREST

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

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

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

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

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

3.8 Are you presently in the service of the state?

Circle Applicable

YES

NO

If yes, furnish particulars:

.....

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

YES

NO

If yes, furnish particulars:

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

Circle Applicable	
YES	NO
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? 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? 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? 4.1 If YES, provide particulars. 	

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

1.0 GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Preference Points for this tender shall be awarded for:
 - **Price and Specific Goals:** Either 80 (price) and 20 (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:

<u>80 / 20 Points System</u>	OR	<u>90 / 10 Points System</u>
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$		$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

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

4.0 POINTS AWARDED FOR SPECIFIC GOALS

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

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

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Number of points CLAIMED (80/20 system)
Ownership Goal: (Female ,black)	10	
RDP Goal: The promotion of South African owned enterprises.	5	
RDP Goal: The promotion of SMMEs owned by Black People.	5	
Total CLAIMED Points (20 Maximum)		

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

I acknowledge that:

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

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

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

Circle Applicable	
YES	NO

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

YES	NO
-----	----

- 4.2.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

- 4.3.1 If YES, provide particulars.

.....

.....

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

YES

NO

4.4.1 If YES, provide particulars.

.....

.....

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

YES

NO

4.5.1 If YES, provide particulars.

.....

.....

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

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

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION (2 pages)

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.9 JOINT VENTURES AGREEMENTS

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

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

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

INTENT TO FORM A JOINT VENTURE

Should our submission for CONTRACT: 1X-33968 be successful, a Joint Venture will be established by the parties as listed below, as an unincorporated association, with the purposes of securing and executing the Contract, for the benefit of the Members.

Proposed Joint Venture

Joint Venture Title (name):

Represented by (name):

Tel:

Lead Partner/ Member 1

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 2

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

Partner/ Member 3

Entity Name:

Ownership Interest in JV %:

CSD Registration:

CIDB #:

Represented by (name):

Signature:

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

T2.2.10 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.11 DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.12 CSD REGISTRATION REPORT

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

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

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

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

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

CENTRAL SUPPLIER DATABASE FOR GOVERNMENT

Report Date:

Report Ran By:

CSD REGISTRATION REPORT

SUPPLIER IDENTIFICATION

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.13 EXPERIENCE OF TENDERER

Refer to T1.2.3.4: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

The experience of the tendering entity or joint venture partners in the case of an unincorporated joint venture or consortium, as opposed to the key staff members/experts, **in projects of a similar type over the last fifteen years (15) will be evaluated.**

Acceptable Response: To have successfully completed (i.e., on time and to specification) projects of a similar value and being similar or more complex in nature in relation to the Scope of Works, over the past fifteen (15) years.

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

Note: Tenderers must submit certificates of completion / signed letters from the respective Client/s confirming completion of the said project. Failure to submit this information will result in the project not being considered as part of the evaluation.

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

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

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

Level	pts	Criterion: Tenderer's Experience
Level 0	0	No Submission or Submission of no substance / irrelevant information provided
Level 1	40	To have successfully completed at least 1 to 3 <u>projects</u> of a similar nature within the past 15 years.
Level 2	70	To have successfully completed 3 to 4 <u>projects</u> of a similar nature within the past 15 years.
Level 3	90	To have successfully completed 5 to 6 <u>projects</u> of a similar nature within the past 15 years.
Level 4	100	To have successfully completed 6+ <u>projects</u> of a similar nature within the past 15 years.

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.14 PROPOSED ORGANISATION and STAFFING

Refer to T1.2.3.4: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

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.

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

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

*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 PERSONNEL SCHEDULE

Refer to T1.2.3.4: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

The tenderer must attach their proposed Personnel Schedule to this page using the following headings:

- Name
- Title
- Job Description
- Qualifications/ Years of Experience
- Estimated Period of Engagement on this project (weeks).

*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 T1.2.3.4: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

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

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

CVs of the team director, and team leaders of **not more than 2 pages each** should be attached to this schedule: (define which CV's are required). Each CV should be structured under the following headings:

Personal particulars	Qualifications	Skills	Name of current employer and position in enterprise	Outline of recent assignments / experience that has a bearing on the scope of work
----------------------	----------------	--------	---	--

The scoring of the experience of key staff will be as follows:

Experience of Key Resources in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	Total Points (20)
Project Lead Experience in leading projects of a similar nature and complexity	Master's degree in engineering / Property Development / Development Finance,	Relevant professional registration, where applicable	No Submission Or Submission of no substance / irrelevant information provided	≤ 15	>15 ≤ 17	> 17 ≤ 20	> 20	15
Development Economist Experience in conducting cost-benefit analysis, socio-economic impact studies, and other relevant development studies in projects of a similar nature and complexity	B degree in Economics	Relevant professional registration, where applicable	No Submission Or Submission of no substance / irrelevant information provided	≤ 10	>10 ≤ 15	> 15 ≤ 20	> 20	10
Project Finance Specialist Experience in developing funding models, assessing bankability, cost-sharing models, and other pertinent models of projects of a similar nature and complexity.	BCom in Finance / Accounting/ Economics	Relevant professional registration, where applicable	No Submission or Submission of no substance / irrelevant information provided	≤ 10	>10 ≤ 15	> 15 ≤ 20	> 20	10
Legal Advisor Experience in drafting, reviewing collaboration legal agreements and other legal instruments in projects of a similar nature and complexity.	LLB or equivalent, Admitted Attorney, Municipal /Development Law/ Conveyancer, & Contract Law	Relevant professional registration, where applicable	No Submission or Submission of no substance / irrelevant information provided	≤ 10	>10 ≤ 15	> 15 ≤ 20	> 20	10

Infrastructure Specialist Experience conducting technical studies, designing, and implementing bulk infrastructure and other relevant technical support in projects of a similar nature and complexity.	BSC/ BEng BTech in Civil Engineering,	Professionally registered with ECSA, Pr.Eng / Pr.Tech (5 years post-registration to claim points)	No Submission or Submission of no substance / irrelevant information provided	≤ 10	>10 ≤ 15	> 15 ≤ 20	> 20	10
Urban /Spatial Planner Experience in developing guidelines and frameworks in alignment with the Spatial Development Framework and other regulatory frameworks on projects of a similar nature and complexity	Bachelor's Degree or Honours in Urban and Regional Planning	Professionally Registered with SACPLAN (5 years post-registration to claim points)	No Submission Or Submission of no substance / irrelevant information provided	≤ 10	>10 ≤ 15	> 15 ≤ 20	> 20	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, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.17 APPROACH PAPER / METHODOLOGY / PROGRAMME

Refer to T1.2.3.4: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

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

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

The scoring of the approach paper will be as follows:

Criterion: Approach / Methodology		
Level 0	0 pts	No response/ no documents submitted.
Level 1	40 pts	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects.
Level 2	70 pts	The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project. The project plan and manner in which risk is to be managed etc is tailored to the key aspects of the programme. The programme is adequate.
Level 3	90 pts	The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The project plan and approach to managing risk etc is tailored to the critical characteristics of the project. The programme is good and has allowed for all critical aspects.
Level 4	100 pts	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The programme is well thought out and makes allowance for all the key risk areas. The approach paper details ways to improve the project outcomes and the quality of the outputs

*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-33968**

Contract Title: **Provision of Professional Services for the development of the framework and business processes for the implementation of Catalytic Projects over 36 months.**

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

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

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

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

FOR THE TENDERER

FOR THE EMPLOYER

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

C1.2 : CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

The Employer is the eThekweni Municipality as represented by: Head: **Catalytic Projects**

3.4 & The authorised and designated representative of the Employer is: **George Mohlakoana**

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

- Telephone : **031322 5774**
- e-mail : **George.mohlakoana@durban.gov.za**

The address for the Receipt of communications is: **Ms Khethiwe Mvelase@durban.gov.za**

1 The Project is : **1X-33968**
: **Provision of Professional Services for the development of the framework and business processes for the implementation of Catalytic Projects over 36 months.**

1 Period of Performance : **36 Months**

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

1 Start Date : **14 days once LOA has been issued.**

3.4.1 Communications by e-mail is permitted.

3.5 The location for the performance of the Project is: **Catalytic Projects Unit, Lion Match Business Park, The Platform Building, 892 Umgeni Road, Durban 4001**

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

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

- 3.12 The penalty per Day payable is: **R500** subject to a maximum amount of **R 1000**.
- 3.15.1 The programme shall be submitted within **14 Days** of the award of the Contract.
- 3.15.2 The Service Provider shall update the programme at intervals not exceeding **four (4 weeks)**.
- 3.16 The time-based fees shall not be adjusted for inflation.
- 3.16.2 The indices are those contained in **Table A of P0141 Consumer Price Index** for “CPI for services” Published by Statistics South Africa.
- 4.3.1(d) The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount of: **R 2 000 000**
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount as set out in the Professional Indemnity Schedule.
1. Insurance against : **N/A**
- Cover is : **N/A**
- Period of cover : **N/A**
2. Insurance against : **N/A**
- Cover is : **N/A**
- Period of cover : **N/A**
- 5.5 The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:
- 1) **Meeting with stakeholders**
 - 2) **Making any public statements, presentations or sharing work relating to the project.**
 - 3) **Printing or publication of material.**
- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
- 8.1 The Service Provider is to commence the performance of the Services within **14 Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when: **all deliverables have been approved and signed off by Director: Catalytic Projects**
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **3 months**.
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer (Catalytic Projects)**.
- 11.1 A Service Provider may subcontract any work which he has the skill and competency to perform.

- 12.1 Interim settlement of disputes is to be by **Mediation**
- 12.2/3 Final settlement is by **Arbitration**.
- 12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by : **South African Association of Arbitrators**
- 12.3.3 The adjudicator is the person appointed by:
Specify (name of an official within a body / association).
- Tel Fax
- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **South African Association of Arbitrators**.
- 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of the **Total of project value**
- 13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within **1 months** from the date of termination or completion of the Contract.
- 13.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to **R 2 000,000**.
- 13.5.1 The provisions of 13.5 do not apply to the Contract.
- 13.6 The provisions of 13.6 do not apply to the Contract.
- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

C1.2.3 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 EMPOWERMENT INITIATIVE

It is a condition of the contract that the Professional Service Provider 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 > 76% Black-owned. Proof of payment to the subconsultants will be required to verify that the minimum requirements have been met.

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

C1.2.3.3 MILESTONE PAYMENTS

Milestone payments shall apply to this Contract. The Service Provider and Employer shall establish and agree upon milestones at the commencement of the contract. The Service Provider is required to meet these milestones on a weekly/ monthly basis (whichever is agreed upon at the time of inception).

The Service Provider shall submit progress reports at the end of the agreed period outlining the Service Provider's progress in relation to the work milestones. Should the Service provider fail to meet these milestones, the Employer is entitled to charge penalties as per the Contract Data.

C1.2.2.2 DATA TO BE PROVIDED BY THE SERVICE PROVIDER

Ref / Clause Number	Data
1	The Service Provider is: Address : Telephone : Fax :
5.3	The authorised and designated representative of the Service Provider is: Name : The address for receipt of communications is: Address : Telephone : Fax : E-Mail :
1	The Period of Performance is : 36 months
5.5 & 7.1.2	The Key Persons and their jobs / functions in relation to the services are: Name : Specific Duties : Name : Specific Duties :

PART C2 : PRICING DATA
C2.1 : PRICING INSTRUCTIONS

- C 2.1.1 The Service Provider is required to provide all the services necessary 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 Method of payment is based on deliverables per milestones.

C2.2 : PRICING SCHEDULE

SCHEDULE 1: INCEPTION					
ITEM NO.	STAGE / DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
1.0	Inception Report and Project Charter	No.	1		
TOTAL SCHEDULE 1 CARRIED FORWARD TO SUMMARY PAGE					

SCHEDULE 2:SITUATIONAL ANALYSIS					
NO.	STAGE / DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
2.1	Draft Situational Analysis Report	No.	1		
2.2	Situational Analysis Presentation	No.	1		
2.3	Situational Analysis Report	No.	1		
TOTAL SCHEDULE 2 CARRIED FORWARD TO SUMMARY PAGE					

SCHEDULE 3: DEVELOPMENT OF THE FRAMEWORK					
NO	STAGE / DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
3.1	Sign-off of the project selection framework and criteria.	No	1		
3.2	Adoption of a standardized development lifecycle model for catalytic projects.	No	1		
3.3	Adoption of financial models and investment prospectus.	No	1		
3.4	Sign-off on the Business processes map and SOPs.	No	1		
3.5	Project risk strategies and contingency framework.	No	1		
3.6	Preliminary Project Lifecycle Presentation.	No	1		
3.7	Stakeholder consultation and feedback integration.	No	4		
3.8	Implementation schedule and resources plan	No.	1		
3.9	Completion and evaluation of the pilot application.	No.	1		

3.10	Delivery of a targeted capacity-building programme aligned to project phases	No.	5		
3.11	Final Client Review Workshop	No.	1		
3.12	Comprehensive final Framework Report	No.	1		
TOTAL SCHEDULE 3 CARRIED FORWARD TO SUMMARY PAGE					

SECTION 4: PROJECT CLOSE OUT					
NO.	STAGE / DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
4.1	Close Out Meeting	No	1		
4.2	Close Out Report	No	1		
TOTAL SCHEDULE 4 CARRIED FORWARD TO SUMMARY PAGE					

SECTION 5: DISBURSEMENTS					
NO.	STAGE / DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
5.1	Travel for the duration of the project	km	4500		
5.2	Printing	No.	3000		
5.3	Any software that might be required, including license fees	No.	2		
5.4	Overheads, charges, and profit on Item 5.3	%			
5.5	Miscellaneous/ Disbursements (Additional Studies)	Prov. Sum	1	250 000.00	
5.6	Overheads, charges, and profit on Item 6.5	%			
TOTAL SCHEDULE 5 CARRIED FORWARD TO SUMMARY PAGE					

SUMMARY OF COSTS		
SCHEDULE	DESCRIPTION	AMOUNT
1	SCHEDULE 1: INCEPTION	R
2	SCHEDULE 2: SITUATIONAL ANALYSIS	R
3	SCHEDULE 3: DEVELOPMENT OF THE FRAMEWORK	R
4	SCHEDULE 4: PROJECT CLOSE OUT	R
1	SCHEDULE 5: DISBURSEMENTS	R
	NET TOTAL OF TENDER	R
	SUB TOTAL	R
	ADD 15% VALUE ADDED TAX (to be carried over to Form of Offer)	R
	OFFERED TOTAL OF PRICES (to be carried over to the Form of Offer)	R

Risks and Risk Mitigation

The PSP is responsible for identifying relevant risks to the project and is expected to factor these risks into the Pricing Schedule and to take steps to mitigate these risks during the course of providing the technical support. These risks may include:

- Limited information for the development of the framework and business processes
- Lack of infrastructure data and information from the Municipality and other stakeholders.
- Insufficient stakeholder involvement.
- Protracted delays by the municipalities and other stakeholders in providing available information relevant to the development of the framework.
- Unclear information and parameters from relevant stakeholders.

NAME : (Block Capitals)

SIGNATURE : DATE:

PART C3: SCOPE OF WORK

C3: SCOPE OF WORK FOR THE DEVELOPMENT OF THE FRAMEWORK AND BUSINESSES PROCESSES FOR THE IMPLIMENTATION OF CATALYTIC PROJECTS.

C3.1 INTRODUCTION

C3.1.1 BACKGROUND

The Catalytic Projects Unit has been established within the Economic Development and Planning Cluster of the Municipality, with the purpose of facilitating and driving land development programs and projects that are of a catalytic nature within the City.

There are currently approximately 30 land development programmes/projects that are being facilitated/driven in the Unit. These programmes vary in terms of their public, private, and/or PPP status as well as the nature and scale of the programmes themselves. Many of these projects are mixed-use, combining commercial, industrial, and residential aspects, while others are purely industrial or commercial. In terms of scale, they also vary from site-specific developments to precinct developments to broader multi-precinct programmes.

Catalytic Land Developments Projects (hereafter referred as the Projects) are critical to the City's desire to achieve strong economic growth, sustainable job creation, and poverty alleviation. In this regard, the City facilitates development in priority nodes and corridors. To facilitate the projects, a range of partnership agreements typically have to be concluded with both the developers and other spheres of government as implementing agents, which stipulate how the parties will collaborate, and specific roles and responsibilities for planning, funding, and/or construction of infrastructure needed to unlock the catalytic programmes.

In line with the City's mandate, the agreements would essentially outline the City's intention to support specific catalytic projects in the areas of facilitating statutory approvals and bulk infrastructure development. Furthermore, broader agreements have sought to combine the efforts of the City with those of other spheres of government, in relation to funding such bulk infrastructure, and/or performing other related functions.

It is therefore necessary to appoint a service provider with the anticipated skills required to develop a framework and business processes that will serve as a guide for implementing catalytic programmes and projects.

C3.2 EMPLOYER'S OBJECTIVES

TOPIC	COMMENTARY
Client's / employer's objectives	Project Purpose and Broad Objectives The main purpose of this project is to have a dedicated team of professionals develop a framework and business processes for implementing catalytic projects using consistent and uniform methodologies and criteria for the assessment and evaluation of catalytic projects and programs across the four regions (North, North-Central, Central, West, and South). The objective is to address the following: 1. Develop institutional arrangements guidelines for collaboration between the eThekweni Municipality, Private Developers, and other spheres of government for the implementation of bulk infrastructure to support Catalytic Projects 2. Develop guidelines for the motivation for capital funding, taking into account the City's regulatory framework, interlia, SPLUMA, MFMA, Development Charges Policy, Rates Policy, Incentives Policy, The Municipal Fiscal Powers and Functions Act, and other relevant frameworks. 3. Develop a model to determine the project's bankability and the cost-sharing funding structure for bulk infrastructure required to support Catalytic Projects, taking into account all relevant legislation. 4. Develop an incentive programme to promote development across the four regions within eThekweni Municipality, prioritising identified areas of investment in the municipality's Spatial Development Framework. It is anticipated that the following key stream leads in their specialised fields, supported by the relevant team members, may be required to facilitate the development of business processes: 1. Project Lead 2. Development Economist 3. Project Finance Specialist 4. Infrastructure Specialist 5. Legal Advisor 6. Urban/Spatial Planner
Description of the services	The Professional Service Provider (PSP) will be required to develop a comprehensive framework and business processes guiding document for the implementation of catalytic land development projects, that follow a strategic and logical flow, ensuring alignment with planning, funding, implementation, and governance requirements and approvals. This document will also outline the implementation timelines and outputs required for monitoring, reporting, and accountability. The framework will be developed in three phases over 36 months, Phase 1: Inception In this phase, the PSP and the Employer will set the foundation for the assignment by confirming the project understanding, refining the scope, finalizing the

TOPIC	COMMENTARY
	methodology and detailing the execution plan. It is to ensure alignment between the Employer and PSP before moving into substantive work As a guide, the Inception report should outline the key components, but not limited to: ○ Project understanding and interpretation ○ Methodology and approach ○ Detailed work plan and deliverables schedule ○ Budget and monthly cash flow ○ Stakeholder Engagement Strategy ○ Risk and assumptions framework ○ Quality assurance measures <i>Milestone: Sign-off of the inception report and project charter</i> Phase 2: Situational Analysis Background Information The Municipality has historically entered into/explored various agreements with Developers and other spheres of government, which have included: a) Generic MOUs outlining intent to collaborate for jointly desired outcomes b) MOAs wherein an Implementing Agent is appointed to implement bulk infrastructure that falls within the mandate of the Municipality. These appointments must be executed in accordance with Supply Chain Management (SCM) Regulations/Policy, Municipal Finance Management Act (MFMA) and any other applicable legislation. Some of the issues that have been encountered in the execution of these agreements include: i) Ascertaining the appropriate internal authority to authorize the Accounting Officer to enter into the agreement i.e. Council or Bid Adjudication Committee; ii) Structuring the Agreements for multi-phase developments in such a way that do not trigger MFMA clauses that may delay implementation, e.g. financial commitments beyond a 3 year period; a S33 process for infrastructure that takes long to plan and construct; compliance with SCM Regulation where a deviation from S36 is required to fast-track delivery; iii) Contract management issues in cases where the agreements were not aligned to standard industry contracts such as the General Conditions of Contract for Construction Works (GCC), especially in relation to payment processes and Force Majeure incidents. c) MOAs with other Service Authorities outlining roles and responsibilities around bulk infrastructure that is owned by them and needs to be implemented in the short term to unlock a catalytic programme. An example is an MOA for the de-proclamation of Kassier Road by KZN DOT, which was signed so as to facilitate funding by the City of this piece of infrastructure that is owned by another sphere of government. d) Services Agreements or Service Level Agreements: these are technical agreements entered into with Developers wherein the roles and responsibilities of the Developer and the City's line departments in relation to delivery of required bulk infrastructure, as well as funding thereof, are stipulated. In this phase , the PSP will be required to undertake a comprehensive assessment of the existing structures and identify gaps, challenges, opportunities and conditions for success .

TOPIC	COMMENTARY
	As a guide, the Inception report should outline the key components, but not limited to: ○ Policy and legal landscape review ○ Institutional capacity and role analysis ○ Project pipeline and existing initiatives ○ Business process audit ○ Financial and funding models ○ Stakeholder landscape and dynamics ○ SWOT or PESTEL analysis ○ Baseline indicators phases, <i>Milestone: Sign-off of the Situational Analysis Report and Implementation Framework Plan.</i> Phase 3: Development of Framework This phase aims to produce a final document that will serve as a practical and strategic reference document to inform policy alignment, institutional coordination, project prioritization, implementation, and monitoring and evaluation. This framework will support the department (municipality), Implementing Agencies, and development partners in delivering high-impact, spatial transformative projects in an integrated and financially viable manner. The outcome will be a guiding document structured around the following chapters, but not limited to : Chapter 1: Executive Summary The purpose of this chapter is to provide a high-level overview of the framework, summarising its intent, guiding principles, strategic value, business processes, and implementation roadmap of catalytic land developments. Deliverables : • Concise summary of framework, key principles, and action roadmap • Overview of roles, timelines, and success indicators Chapter 2: Introduction This chapter will outline the following • Background and context of catalytic land development • Importance of strategic land interventions and how it align with national, provincial, and local development goals • The problem statement, goals, scope, and intended users of the framework Deliverables : • Clearly defined framework's purpose, objectives, and scope. • Overview of catalytic land development as a strategic intervention. Chapter 3: Policy and Regulatory This chapter ensures that catalytic projects align with applicable legislation (e.g., SPLUMA, MFMA, MSA, etc.), spatial plans, and government plans and policies to promote compliance. Deliverables :

TOPIC	COMMENTARY
	• Policy review matrix and regulatory analysis • Alignment map with SDF, IDP, and other sector plans. • Mapping of national, provincial, and municipal policy alignment Chapter 4: Definition and Criteria for Catalytic Projects In this chapter, a shared understanding of what qualifies as a catalytic project by definition and criteria, and develop a consistent method for selecting and prioritizing projects. This approach will prevent project fragmentation and promote a focus on high-impact, scalable, and transformative initiatives. Deliverables : • Approval of the definition and classification of “catalytic” projects • Assessment tool or checklist for screening potential public and private lead projects, Chapter 5: Institutional and Governance Framework This chapter will outline the roles and responsibilities of stakeholders (municipality, developers, investors, and communities) and develop a governance mechanism for decision-making, coordination, collaboration, and accountability. This is to ensure clarity on leadership, authority, and institutional support structures. PSP will need to review and formalize institutional structures. Deliverables: • Organogram showing roles and responsibilities • TORs for proposed institutional structures (ie, project steering committee, Implementing Agents, etc. • Interdepartmental and intergovernmental collaboration structures Chapter 6: Planning and Project Lifecycle PSP will be required to present a structured, phased approach for project identification, preparation, packaging, and implementation. This should align with development stages, outlining key actions, approvals, and compliance needs. Deliverables: • Project lifecycle framework from identification to closeout. • Project preparation guidelines and templates Chapter 7: Financial and funding framework PSP will develop a strategy for financing projects, including cost estimation, funding sources (public, private, blended finance, etc.), revenue generation and value capture mechanisms, and financial management processes. This chapter will also ensure the economic viability and sustainability of catalytic interventions, thereby enabling investor confidence. Deliverables: • Project bankability modelling • Cost-benefit analysis modelling • Cost-sharing funding modelling for bulk infrastructure • Blended financing strategy • Value capture strategy (ie, land transition mechanisms, incentives programme, developer charges, etc)

TOPIC	COMMENTARY
	Chapter 8: Business Processes Mapping The PSP will be required to develop end-to-end business processes for implementing catalytic projects, including workflows, approval stages and mechanisms, key performance indicators, and monitoring tools. This will improve operational efficiency, reduce delays, and PSP will investigate and recommend an automation or digital tracking tool. These tools must be practical for operational efficiency. Deliverables: • Detailed business process flow diagram • SOPs for land identification, project packaging, financing, procurement, legal and delivery, etc Chapter 9: Risk Management and Mitigation The PSP will identify project and institutional risks and outline strategies to manage them. This will ensure proactive measures are in place to manage risk throughout the project lifecycle. Deliverables: • Risk register and risk ranking matrix (legal, financial, technical, implementation and operational) • Mitigation/ Risk allocation strategy aligned to project phases or stages • Scenario planning Chapter 10: Stakeholder Engagement and Communication The PSP will review and improve existing structures to develop a guide that is inclusive, transparent, and effective in engaging all stakeholders, including communities, developers, political leaders, and others. This will ensure that trust is strengthened and local ownership is fostered, while managing expectations and potential conflicts. Deliverables: • Stakeholder management plan, inclusive of Stakeholder mapping, communication and engagement tools Chapter 11: Implementation Plan In this chapter, PSP will develop a practical action plan, outlining who does what, when, and with what resources: clear milestones, timelines, and accountability lines to operationalise the framework effectively. Deliverables: • Detailed implementation roadmap with milestones and timelines • Resource mobilisation plan (include financial, technical, etc) Chapter 12: Pilot Applications PSP will be required to demonstrate practical application of the framework through an existing or new project. This will allow for testing and lessons to be drawn from implementation, validate the framework, and support replication and scaling

TOPIC	COMMENTARY
	Deliverables: • Pilot project report • Lessons learned and replication strategies Chapter 13: Monitoring, Evaluation, and Reporting This chapter outlines the tracking mechanism, which tracks progress against key performance indicators, enables evidence-based decision-making, and ensures transparency and accountability. This will support impact assessments, early warning systems, and adaptive management for continuous improvements. Deliverables : • Monitoring and Evaluation framework with Key Performance Indicators and performance indicators aligning with project objectives • Reporting templates (internal and external) • Impact assessment and learning templates Chapter 14: Capacity Building and Institutional Strengthening The purpose of this chapter is to ensure that all stakeholders involved in catalytic land development, particularly municipal officials, implementing agents, and community representatives, possess the necessary skills, knowledge, and institutional support to execute their roles effectively. It will also address training needs, institutional gaps, knowledge transfer and ongoing support mechanisms. This will ensure sustainability and internalisation of the framework. Deliverables: • Capacity needs assessment Report • Skills development plan and training • Institutional strengthening Strategies (ie, mentorship, knowledge-sharing, learning exchange) • Other relevant partnership plans Chapter 15: Appendices The aim is to develop supporting technical information, such as checklists, templates, data sources, regulatory references, process diagrams, and a glossary, to ensure that the use of the framework is practical and consistent for all users. Deliverables: • Supporting documents such as a checklist, templates and regulatory • Reference material and glossary
Project management & reporting	Reporting Written progress reports must be submitted on a monthly basis, and regular monthly progress and coordination meetings must be held. In addition, detailed quarterly progress reports must be submitted in accordance with the agreed standard

TOPIC	COMMENTARY
	template. Monthly Progress Reports The successful Professional Service Provider (PSP) will be required to provide regular progress reports in accordance with the timeframe as per the project programme. The progress report must give a summary of the following information: 1) The amount of time spent by each project team member on a specific task. 2) Total amount of time and cost to date. 3) Time cost since the previous report. 4) Percentage of work completed per specific task and the overall percentage completion. 5) Other information that will be determined by either PSP. 6) Risks and mitigations. 7) Lessons learnt. 8) This report must be submitted with each monthly invoice. Minutes & related documents All proceedings and resolutions adopted at a particular meeting shall be recorded as Minutes. These Minutes shall be signed by the Chair. The PSP shall provide secretariat support by assisting in chairing, recording, compiling, and distributing minutes and other related documents. The PSP shall be responsible for coordinating and chairing all progress meetings. Project Management The project plan contained in the proposal will be used to manage the project. It will require monthly updating during the execution. To facilitate project management and guide corrective action, regular monthly project meetings will be held to oversee the project. Furthermore, the PSP will be required to provide a progress and final payment schedule that aligns with the implementation plan's deliverables/milestones. The project lead will facilitate coordination of interactions with role-players. Other Meetings Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature, and the progress of the <i>services</i>. Records of these meetings shall be submitted to the <i>Employer's Agent</i> by the person convening the meeting within five days of the meeting. All meetings shall be recorded using minutes or a register prepared and circulated by the PSP. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the <i>conditions of contract</i> to carry out such actions or instructions. IMPLEMENTATION TIME FRAMES Implementation Time Frames The eThekweni Municipality anticipates this project to be completed and approved within thirty-six (36) months from the date of the inception meeting. The PSP will provide the necessary resources required for the execution and successful completion of the scope of work within that period.

TOPIC	COMMENTARY
	Upon receipt and acceptance of the appointment, the PSP and the Employer must conduct an inception meeting within the first week to agree on project scope, deliverables, approvals, and timeframes. The PSP will then compile, within the first week, minutes of this inception meeting (detailing the project scope, deliverables, approvals, and timeframes) to be circulated for comment and approval. Both PSP and the Employer must sign the approved minutes of the inception meeting. The PSP will have 2 months after approval of the minutes of the inception meeting to compile the first draft of the works programme and methodology and submit it to the Employer for commentary and approval. The Employer will have four weeks to review the report and provide comments to the PSP. The PSP will then have three weeks to incorporate all comments, compile, and submit a final programme, which will then be used as the project baseline.
Use of reasonable skill and care	The consultant is required to exercise reasonable skill and care in undertaking the work deliverables in accordance with the specific objectives.
Co-operation with other service providers	In undertaking the work, it is anticipated that the appointed consultants will to work closely with, but not limited to: ○ Other consultants working on active projects ; ○ Employer's departmental representative (which would in all likelihood be the project facilitator from Catlytic Projects Unit for the active projects, ○ Other line departments within the Municipality and other spheres of government depend on the scope of work of the relevant work package undertaken,
Reference data	The reports, surveys, agreements, legislation,etc upon which the service provider is to base his brief, if any will be discussed at the inception meeting, and will be made available at a work package level where applicable.
Applicable national and international standards	All applicable national, regional and international legislation and all values pertaining to specific attributes relating thereto will be required to be adhered to where applicable.
Approvals	The consultant is required to provide support in the process of obtaining framework approval from Council.
Access to land / buildings / sites	Access to land / buildings / sites and any restrictions relating thereto will be discussed and agreed upon as an when access is required.
Planning and programming	The format of a programme, level of detail, critical path activities and their dependencies, frequency of updating, key dates, etc. Activities to be carried out by the employer/client or by others are to be included in the consultant's programme. This programme will be discussed and adopted at the inception meeting.
Software application for programming	To be discussed and agreed on at the inception meeting.

TOPIC	COMMENTARY
Quality management	The monitoring of quality management of the relevant deliverables, will be carried out by the employers representative overseeing the specific work package in question.
Format of communications	Communication between the employer and the consultant must be in writing (email included) where a record of the correspondence is required. Format of the deliverables will be dependant on the relevant 'work package', but where reports are required these to be in both electronic and hard copy formats.
Key personnel	Due to the nature of the project, key personnel allocated must have sufficient skills and competency as outlined in this document in order to undertake works. Key resources must be available for the duration of the appointment; where staff are not available, equivalent or better resources must be in place to ensure continuity of the work required to fulfill the deliverables as required.
Management meetings	The consulting teams are to make themselves available to meet with the employer/client as required in order to successfully deliver on the scope of work as agreed, as well as to provide secretariat support at the meetings.
Daily records	Detailed records of time spent for each resource billed to be attached to invoices.
Professional indemnity insurances	Proof of required Professional indemnity insurances to be made available to employer as required.
Payment certificates	Consultants invoices for payment are to be sufficiently detailed, clearly indicating the resources used, time spent, and other activities undertaken (e.g.travel) and costs incurred. This to be detailed for each work package issued and submitted as per agreement on milestones/deliverables reached.
Use of documents by the employer	Any documents which will be used by the employer / client provided by the consultants, will be finalized at the work package level where relevant.
Property provided for the Consultant's use	Any property which is required to be provided by the employer / client provided by the consultants , will be finalized at the work package level where relevant.
Proof of compliance with the law	Where relevant compliance with any legislation is to be verified, as necessary.
List by title	Provide data sheets, completed returnable schedules, pro forma documents, particular specifications, drawings, sketches etc. which are referred to in this document.

C3.3 ANNEXURES

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

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

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

Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

C3.3.2 **CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT**

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



