



**CLUSTER**  
**Trading Services**

**UNIT**  
**Water and Sanitation**

**DEPARTMENT**  
**Scientific Services**

**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's website](#).

**Contract No:** **33428-5W**

**Contract Title:** **Provision of Professional Consulting Services for The Establishment of an Aquatic Biomonitoring Programme for Ethekwini Water & Sanitation for a Period of 36 Months.**

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** **Compulsory Clarification Meeting**

**Meeting Location, Date, Time:** **Boardroom 101, 3 Prior Road Durban]  
On [29 September 2025] at [10:00]**

**Queries can be addressed to:** **Sanelo Mchunu**  
**Tel:** **031-322-2155**  
**The Employer's Agent's:** **eMail: [Sanelo.Mchunu@durban.gov.za](mailto:Sanelo.Mchunu@durban.gov.za). All email queries must be**  
**Representative:** **submitted by 09 October 2025 and consolidated questions and answers to be uploaded on the website on the 16 October 2025.**

**TENDER SUBMISSION**

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

**Delivery Location:** **Bidders are required to also make an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.**  
**SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153**  
**email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)**

**Closing Date/ Time:** **Friday, 24 October 2025** **at 11h00**

**FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED**

**Issued by:**

**FOR OFFICIAL USE ONLY**

<b>Tenderer Name:</b>			<b>VAT Registered: Yes No</b>
	<b>Price (excl)</b>	<b>VAT</b>	<b>Price (incl)</b>
<b>Submitted: R</b>		<b>R</b>	<b>R</b>
<b>Corrected: R</b>		<b>R</b>	<b>R</b>

**ETHEKWINI MUNICIPALITY**

**Deputy Head:** [Scientific Services](#)

**Date of Issue:** [19/09/2025](#)

Document Version : 14/03/2023(a)

**FOR OFFICIAL USE ONLY**

<b>Tenderer Name:</b>			<b>VAT Registered: Yes No</b>
	<b>Price (excl)</b>	<b>VAT</b>	<b>Price (incl)</b>
<b>Submitted:</b> R		R	R
<b>Corrected:</b> R		R	R

## INDEX to PROCUREMENT DOCUMENT

TENDER PART	Part T1	TENDERING PROCEDURES		Page
		<b>T1.1</b>	<b>Tender Notice and Invitation to Tender</b>	
		T1.1.1	Tender Notice and Invitation to Tender .....	<b>2</b>
		<b>T1.2</b>	<b>Tender Data</b>	
		T1.2.1	Standard Conditions of Tender .....	<b>3</b>
		T1.2.2	Tender Data ( <i>applicable to this tender</i> ) .....	<b>3</b>
		T1.2.3	Additional Conditions of Tender .....	<b>9</b>
	Part T2	RETURNABLE DOCUMENTS		Page
		<b>T2.1</b>	<b>List of Returnable Documents</b> .....	<b>12</b>
		<b>T2.2</b>	<b>Returnable Schedules, Forms and Certificates</b> .....	<b>13</b>

CONTRACT PART	Part C1	AGREEMENT AND CONTRACT DATA		Page
		<b>C1.1</b>	<b>Form of Offer and Acceptance</b>	
		C1.1.1	Offer .....	<b>37</b>
		C1.1.2	Acceptance .....	<b>38</b>
		C1.1.3	Schedule of Deviations .....	<b>39</b>
		<b>C1.2</b>	<b>Contract Data</b>	
		C1.2.1	Standard Conditions of Contract .....	<b>40</b>
		C1.2.2	Contract Data.....	<b>40</b>
		C1.2.3	Additional Conditions of Contract .....	<b>43</b>
	Part C2	PRICING DATA		Page
		<b>C2.1</b>	<b>Pricing Assumptions / Instructions</b> .....	<b>45</b>
		<b>C2.2</b>	<b>Pricing Schedule</b> (separate page numbering system) .....	<b>46</b>
	Part C3	SCOPE OF WORK		Page
		<b>C3.1</b>	<b>Background</b> .....	<b>48</b>
		<b>C3.2</b>	<b>Employer's Requirements</b> .....	<b>49</b>
		<b>C3.3</b>	<b>Annexures</b> .....	<b>53</b>
		C3.3.1	Standard Conditions of Tender.....	<b>54</b>
		C3.3.2	Standard Professional Services Contract.....	<b>55</b>

## **PART T1: TENDERING PROCEDURES**

### **T1.1.1: TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited for Professional Services to **[Establish and implement an Aquatic Biomonitoring Programme for Ethekewini Water & Sanitation for a Period of 36 Months.]**

<b>Subject</b>	<b>Description</b>	<b>Tender Data Ref.</b>
<b>Employer</b>	The Employer is the eThekewini Municipality as represented by: Deputy Head: <b>Scientific Services</b>	F.1.1.1
<b>Tender Documents</b>	Documents can only be obtained in electronic format, issued by the eThekewini Municipality. Documentation can be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekewini Municipality's Website</b> . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
<b>Clarification Meeting</b>	<b>Boardroom 101, 3 Prior Road Durban]</b> <b>On [29 September 2025] at [10:00]</b>	F.2.7
<b>Seek Clarification</b>	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: <b>Sanelo Mchunu</b> <b>Tel: 031-322-2155</b> <b>eMail: Sanelo.Mchunu@durban.gov.za. All email queries must be submitted by 09 October 2025 and consolidated questions and answers to be uploaded on the website on the 16 October 2025.</b>	F.2.8
<b>Submitting a Tender Offer</b>	Tender offers shall be delivered to: <b>The Tender Box in the foyer of the Municipal Building</b> <b>166 KE Masinga Road, Durban</b> <b>Bidders are required to also make an</b> electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date. <b>SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153</b> email: <a href="mailto:supplier.selfservice@durban.gov.za">supplier.selfservice@durban.gov.za</a>	F.2.13
<b>Closing Time</b>	Tender offers shall be delivered on or before <b>Friday, 24 October 2025</b> at or before <b>11h00</b> .	F.2.15
<b>Evaluation of Tender Offers</b>	<b>The 80/20</b> Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the <b>Specific Goal(S)</b> for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

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

## **PART T1: TENDERING PROCEDURES**

### **T1.2: TENDER DATA**

#### **T1.2.1 STANDARD CONDITIONS OF TENDER**

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

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

#### **T1.2.2 TENDER DATA**

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

### **F.1: GENERAL**

**F.1.1 The employer:** The Employer for this Contract is the eThekweni Municipality as represented by: Deputy Head: **Scientific Services**

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

- 1) This procurement document.
- 2) The “Standard Professional Services Contract – 3<sup>rd</sup> Edition July 2009” published by the Construction Industry Development Board (CIDB). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 3) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
  - The Employer’s current (as at advertising date) Supply Chain Management Policy.
  - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).
  - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
  - The Construction Industry Development Board Standard for Uniformity in Construction Procurement (July 2015).
  - Any other eThekweni Policy documents referenced in the Tender Documents.

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

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

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

**F.1.4 Communication and employer’s agent:** The Employer’s Agent’s Representative is:

**Sanelo Mchunu**

**Tel: 031-322-2155**

**eMail: Sanelo.Mchunu@durban.gov.za. All email queries must be submitted by 09 October 2025 and consolidated questions and answers to be uploaded on the website on the 16 October 2025.**

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

## **F.2: TENDERER'S OBLIGATIONS**

### **F.2.1 Eligibility: General**

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

- (a) the Tenderer submitting the tender is under restrictions or has principles who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices.
- (b) the Tenderer does not have the legal capacity to enter into the contract.
- (c) the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy.
- (d) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (e) In the event of a Compulsory Clarification Meeting:
  - i) the Tenderer fails to attend the Compulsory Clarification Meeting.
  - ii) the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in T2.2) signed by the Employer's Agent or his representative.
- (f) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (g) at the time of closing of tenders, the Tenderer is not registered on the **National Treasury Central Supplier Database** (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.
- (h) The tender fails to complete and sign the Declaration of Municipal Fees in T2.2: "Returnable Documents" and submits the required documentation. Reference is to be made to Returnable Document T2.2.12.

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](http://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** "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, in electronic format, on the websites specified in F.1.2. Tenderers are to ensure that the eTenders 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 may result in the tender submission being made non-responsive."

**F.2.7 Clarification meeting:**  
**Boardroom 101, 3 Prior Road Durban]**  
**On [29 September 2025] at [10:00]**

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

**F.2.12 Alternative tender offers:** No alternative tender offers will be considered.

**F.2.13 Submitting a tender offer:** Submissions must be submitted on official submission documentation issued (in electronic format) by the eThekwini Municipality. The entire downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

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

- Contract No. : **33428-5W**
- Contract Title : **Provision of Professional Consulting Services for The Establishment of an Aquatic Biomonitoring Programme for EtheKwini Water & Sanitation for a Period of 36 Months.**

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

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

**Bidders are required to also make an** electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

**SSS Queries Contact: Lindo Dlamini:** Tel: 031-3227133/031-3227153 email:  
[supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

**Bidders are required to also make an** electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

**SSS Queries Contact: Lindo Dlamini:** Tel: 031-3227133/031-3227153 email:  
[supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

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

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

- Date : **Friday, 24 October 2025**
- Time : **11h00**

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

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

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

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

#### **Tax Clearance**

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

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

**Failure to comply will make the tender non-responsive.**

#### **Central Supplier Database (CSD)**

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

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

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

### **F.3: THE EMPLOYER'S UNDERTAKINGS**

**F.3.1.1 Respond to requests from the tenderer:** "three working days".

**F.3.2 Issue addenda:** "Addenda will be published, in electronic format, on the same platform(s) as the Tender Notification (refer to F.1.2).

**F.3.4 Opening of Tender Submissions:** Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6<sup>th</sup> Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

**F.3.11 Evaluation of Tender Offers:**

#### **Eligibility**

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



## Functionality

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

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

## Preference Point System

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

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

## Price Points

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

## Preference Points

Refer to T2.2.6: "MBD 6.1: Preference Points Claim".

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

- **Ownership Goal**

Goal Weighting: 60%

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

Ownership Categories	Criteria	80/20	90/10
<b>Race: Black (w1)</b>	Equals 0%	0	n/a
	Between 0% and 51%	4	n/a
	Greater or equal to 51% and less than 100%	8	n/a
	Equals 100%	9.6	n/a
<b>Gender: Female (w2)</b>	Equals 0%	0	n/a
	Between 0% and 51%	1	n/a
	Greater or equal to 51% and less than 100%	2	n/a
	Equals 100%	2.4	n/a
<b>Disabilities (w3)</b>	Equals 0%	n/a	n/a
	Between 0% and 51%	n/a	n/a
	Greater or equal to 51% and less than 100%	n/a	n/a
	Equals 100%	n/a	n/a
<b>Maximum Goal Points:</b>		12	n/a

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

- $w_1 = 80\%$ ,  $w_2 = 20\%$ ,  $w_3 = 0\%$  (where:  $w_1 + w_2 + w_3 = 100\%$ )

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

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

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

Goal Weighting: 40%

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

Location	80/20	90/10
Not in South Africa	0	n/a
South Africa	2	n/a
Kwa Zulu Natal	4	n/a
eThekweni Municipality	8	n/a
Maximum Goal Points:	8	n/a

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

- CSD report

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

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

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

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

**Bidders are required to also make an** electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date.

**SSS Queries Contact: Lindo Dlamini:** Tel: 031-3227133/031-3227153 email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

### **T1.2.3 ADDITIONAL CONDITIONS OF TENDER**

#### **T1.2.3.1 Appeals**

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

The City Manager  
**Attention Ms S. Pillay** eMail: [Simone.Pillay@durban.gov.za](mailto:Simone.Pillay@durban.gov.za)  
P O Box 1394  
DURBAN, 4000

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

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

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

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

#### **T1.2.3.3 Code of Conduct and Local Labour**

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

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

#### **T1.2.3.4 Targeted Procurement**

**Targeted Procurement provisions are not applicable to this tender.**

#### **T1.2.3.5 Functionality Specification**

##### **Functionality Evaluation**

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

Functionality criteria	Subcriteria	Points	Evaluation Schedule(s)
Experience of Tenderer	Experience of service provider in executing work of similar scope	35	Schedule one
Experience of Key Personnel in executing	Experience in undertaking aquatic biomonitoring assessments	20	

work of similar nature	Professional Scientist	15	Schedule two
	SASS5 Accreditation	15	
Approach/Methodology	Including critical steps to be followed when implementing the project, risk management and approach for the execution of work from start to finish	15	Schedule three
<b>Maximum possible score for Functionality (M<sub>s</sub>)</b>		100	

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

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

Level	pts	Criterion: Tenderer's Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed 1 to 2 biomonitoring or aquatic ecology projects over multiple seasons for municipalities, water boards, environmental authorities or private contractors, within the past 10 years.
2	70	To have successfully completed 3 to 4 biomonitoring or aquatic ecology projects over multiple seasons for municipalities, water boards, environmental authorities or private contractors, within the past 10 years.
3	90	To have successfully completed 5 to 6 biomonitoring or aquatic ecology projects over multiple seasons for municipalities, water boards, environmental authorities or private contractors, within the past 10 years.
4	100	To have successfully completed 7+ biomonitoring or aquatic ecology projects over multiple seasons for municipalities, water boards, environmental authorities or private contractors, within the past 10 years.

Experience of Key Resources in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Project Experience on projects of a similar nature over the past 10 years					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	

Principal Consultant	BSc or BTech	Pr. Sci.Nat with SASS5 Accreditation	No Submission	≤ 2 projects	> 2 ≤ 6 projects	> 6 ≤ 10 projects	> 10 projects	50
<p>Note 1: “experience” implies experience on projects of a similar nature with respect to the Scope on page 48.</p> <p>Note 2: “accredited degree / diploma” implies a minimum post graduate qualification within natural sciences, from a registered University or Institute of Technology.</p>								

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	<p>The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project.</p> <p>The project plan and manner in which risk is to be managed etc is tailored to the key aspects of the programme.</p> <p>The programme is adequate.</p>
3	90	<p>The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.</p> <p>The project plan and approach to managing risk etc is tailored to the critical characteristics of the project.</p> <p>The programme is good and has allowed for all critical aspects</p>
4	100	<p>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.</p> <p>The programme is well thought out and makes allowance for all the key risk areas.</p> <p>The approach paper details ways to improve the project outcomes and the quality of the outputs</p>

## **PART T2: RETURNABLE DOCUMENTS**

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

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

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

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

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

##### **Entity Specific**

T2.2.1	Compulsory Enterprise Questionnaire .....	14
T2.2.2	Certificate of Attendance at Clarification Meeting .....	16
T2.2.3	Tax Compliance Status PIN / Tax Clearance Certificate .....	17
T2.2.4	MBD 4: Declaration of Interest .....	18
T2.2.5	MBD 5: Declaration for Procurement Above R10 Million .....	20
T2.2.6	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations .....	21
T2.2.7	MBD 8: Declaration of Bidder's Past SCM Practices .....	21
T2.2.8	MBD 9: Certificate of Independent Bid Determination .....	26
T2.2.9	Joint Venture Agreements (if applicable) .....	29
T2.2.10	Record of Addenda to Tender Documents (if applicable) .....	30
T2.2.11	Declaration of Municipal Fees .....	31
T2.2.12	CSD Registration Report .....	32

##### **Technical or Functionality Evaluation**

T2.2.13	Experience of Tenderer .....	33
T2.2.15	Personnel Schedule .....	34
T2.2.16	Qualification and competency of Principal Consultant .....	35
T2.2.17	Approach Paper / Methodology / Programme .....	36

## **T2.2     RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES**

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [14](#) to [30](#).

### **NOTE**

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

## T2.2.1 **COMPULSORY ENTERPRISE QUESTIONNAIRE**

Ref	Description	Complete or Circle Applicable
1.1	Name of enterprise	
1.2	Name of enterprise's representative	
1.3	ID Number of enterprise's representative	
1.4	Position enterprise's representative occupies in the enterprise	
1.5	National Treasury Central Supplier Database Registration number	<b>MAAA</b>
1.6	eThekwini Supplier Database: Reference number (PR), if any:	<b>PR</b>
1.7	VAT registration number, if any:	
2.0	<b>Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)</b>	
	<b>Full Name</b>	<b>Identity No.</b>
2.1		
2.2		
2.3		
2.4		
3.0	<b>Particulars of companies and close corporations</b>	
3.1	Company registration number, if applicable:	
3.2	Close corporation number, if applicable:	
3.3	Tax Reference number, if any:	
3.4	South African Revenue Service: Tax Compliance Status PIN:	



**4.0 Record in the service of the state** (Insert on a separate page if necessary)

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

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

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

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

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

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

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

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

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

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

This is to certify that:

(tenderer name):

of (address):

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

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

### **Particulars of person(s) attending the meeting:**

Name: .....

Name: .....

Signature: .....

Signature: .....

Capacity: .....

Capacity: .....

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

Name: .....

Signature: .....

Date: .....

### **T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE**

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

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

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

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

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

**Failure to include the required document will make the tender submission non-responsive.**

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## T2.2.4 MBD 4: DECLARATION OF INTEREST

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

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

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

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

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

3.8 Are you presently in the service of the state?

If yes, furnish particulars: .....

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

If yes, furnish particulars: .....

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

Circle Applicable

YES

NO

YES

NO

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

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

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

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

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

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

**1.0 GENERAL CONDITIONS**

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

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

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

1.3 Preference Points for this tender shall be awarded for:

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

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

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

**2.0 DEFINITIONS**

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

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

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

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

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

### 3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

#### 3.1 PROCUREMENT OF GOODS AND SERVICES

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

##### 80 / 20 Points System

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

Where:

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

#### 4.0 POINTS AWARDED FOR SPECIFIC GOALS

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



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

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

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
<b>Ownership Goal:</b> Race (black)	9.6	n/a		n/a
<b>Ownership Goal:</b> Gender (female)	2.4	n/a		n/a
<b>RDP Goal:</b> The promotion of South African owned enterprises.	8	n/a		n/a
<b>Total CLAIMED Points (20 Maximum)</b>				n/a

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

I acknowledge that:

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

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

**Date**

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

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

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

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

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

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

Circle Applicable	
YES	NO

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

YES	NO
-----	----

- 4.2.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

- 4.3.1 If YES, provide particulars.

.....

.....

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**

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

-----  
(Bid Number and Description)

in response to the invitation for the bid made by:

-----  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

-----  
(Name of Bidder)

that:

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## **T2.2.9    JOINT VENTURES AGREEMENTS**

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

## **T2.2.10 RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

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

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

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

**Date**

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



## T2.2.11 DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

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

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

**Failure to include the required document will make the tender submission non-responsive.**

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

## T2.2.12 CSD REGISTRATION REPORT

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

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

### T2.2.13 EXPERIENCE OF TENDERER

Refer to T1.2.3.5: "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 similar type and scale (> 5000 people) over the last 10 years will be evaluated. Tenderers must provide details of their knowledge of the local area and previous experience with key local stakeholders.

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

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	Points	Criterion: Tenderer's Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed 1 to 2 biomonitoring or aquatic ecology projects over multiple seasons for municipalities, water boards, environmental authorities or private contractors, within the past 10 years.
2	70	To have successfully completed 3 to 4 biomonitoring or aquatic ecology projects over multiple seasons for municipalities, water boards, environmental authorities or private contractors, within the past 10 years.
3	90	To have successfully completed 5 to 6 biomonitoring or aquatic ecology projects over multiple seasons for municipalities, water boards, environmental authorities or private contractors, within the past 10 years.
4	100	To have successfully completed 7+ biomonitoring or aquatic ecology projects over multiple seasons for municipalities, water boards, environmental authorities or private contractors, within the past 10 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:

## T2.2.15 PERSONNEL SCHEDULE

Refer to T1.2.3.5: "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 T1.2.3.5: "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 Project Experience on projects of a similar nature over the past 10 years					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Principal Consultant	BSc or BTech	Pr. Sci.Nat with SASS5 Accreditation	No Submission	≤ 2 projects	> 2 ≤ 6 projects	> 6 ≤ 10 projects	> 10 projects	50
Note 1: "experience" implies experience on projects of a similar nature with respect to the Scope on page 48. Note 2: "accredited degree / diploma" implies a minimum post graduate qualification within natural sciences, from a registered University or Institute of Technology.								

*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 T1.2.3.5: "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: **33428-5W**

Contract Title: **Provision of Professional Consulting Services for The Establishment of an Aquatic Biomonitoring Programme for Ethekwini Water & Sanitation for a Period of 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**

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

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

**FOR THE TENDERER**

**FOR THE EMPLOYER**

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

## **C1.2 : CONTRACT DATA**

### **C1.2.1 CONDITIONS OF CONTRACT**

#### **C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

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

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

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

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

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

The Employer is the eThekweni Municipality as represented by : Deputy Head : **Scientific Services**

3.4 & The authorised and designated representative of the Employer is: **Sanelo Mchunu**

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

- Telephone : **031 322 2155**
- Fax : **N/A**
- e-mail : [Sanelo.Mchunu@durban.gov.za](mailto:Sanelo.Mchunu@durban.gov.za)

The address for the Receipt of communications is: **ETHEKWINI WATER AND SANITATION**  
**3 Prior Road**  
**DURBAN**

1 The Project is : **33428-5W**  
: **Provision of Professional Consulting Services for The Establishment of an Aquatic Biomonitoring Programme for Ethekewini Water & Sanitation for a Period of 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 : **2 weeks from issuing of award letter**

3.4.1 Communications by e-mail / facsimile **is/are not** permitted.

3.5 The location for the performance of the Project is : **on various sites**

3.6 The Service Provider may not release public or media statements or publish material related to the

Services or Project under any circumstances.

- 3.9.2 The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.
- 3.12 The penalty per Day payable is : **R 1000** subject to a maximum amount of **R 6000**.
- 3.15.1 The programme shall be submitted within **21 Days** of the award of the Contract.
- 3.15.2 The Service Provider shall update the programme at intervals not exceeding **4 weeks**.
- 3.16 The time-based fees shall 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 1 000,000**.
- 5.5 The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:
- 1) **Subcontracting any portion of the works.**
  - 2) **Change in proposed organogram.**
- 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 **30 Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when : **Final report of assessments have been submitted and Employer is satisfied that all areas have been delivered upon termination**
- 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**.
- 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 Africa Association of Mediators**.
- 12.3.3 The adjudicator is the person appointed by:  
**The Employer**.

Tel ..... Fax .....

12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **Association of Arbitrators Southern Africa**

### **C1.2.3      ADDITIONAL CONDITIONS OF CONTRACT**

The additional conditions of contract are:

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

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

#### **C1.2.3.2      RETENTION**

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

**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 : .....

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 The Contractor shall submit to the Department concerned a detailed account which shall reflect the identifying number of each item / service. Payment will be made on this account when checked and substantiated by the authorised official. Payment for goods received and accepted by the Municipality shall be made no later than 30 days after submission of invoice or claim, provided however that all the terms of the contract are duly complied with. Payment will be made only to the supplier. Factoring arrangements will not be accepted.
- C 2.1.3 Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.
- C 2.1.4 Arithmetical errors found in the Bill of Quantities, as a result of faulty multiplication or addition, will be corrected by the Employer at the tender evaluation stage as set out in the Tender Data.
- C 2.1.5 Milestone payments shall be applicable to this Contract. The Service Provider and Employer shall establish and agree upon project milestones at the start of the contract. The Service Provider is required to meet these milestones on the agreed upon basis. The Service Provider shall submit progress reports at the end of the agreed period outlining progress in relation to the agreed milestones.

## C2.2 : PRICING SCHEDULE

Item	Description	Unit	Quantity	Price (Excl. Vat) year 1	Price (Excl. Vat) year 2	Price (Excl. Vat) year 3
1	<b>Aquatic Biomonitoring</b>					
	<b>SASS5 Survey,FRAI and IHAS Assessment</b>					
1.1	Field sampling (macroinvertebrates + fish + habitat scoring)	Site	200	R	R	R
1.2	Data entry and scoring (SASS5,IHAS)	Site	200	R	R	R
	<b>Benthic Diatom Sampling &amp; Analysis</b>					
1.3	Field sampling and preservation (microscopy – grade)	Site	200	R	R	R
1.4	Laboratory microscopic analysis and algal index calculations	Sample	200	R	R	R
2	<b>Surface Water Quality Sampling &amp; Lab Testing</b>					
2.1	Field sampling and preservation	Site	200	R	R	R
2.1	Laboratory analysis	Sample	200	R	R	R
3	<b>Data Analysis &amp; Report</b>					
3.1	Biannual technical reports(methods, results, maps, interpretations, recommendations) – Multi-point	Per Report	2	R	R	R
3.2	Adhoc technical reports (methods, results, maps, interpretations, recommendations) – Single point	Per Report	10	R	R	R
4	Quality Assurance/Quality Control	Prov		R 232,500.00	R 255,750.00	R 281,325
5	<b>Miscellaneous Items</b>					
	Project Management & Meetings	Sum	1	R	R	R
	Accommodation	Sum	1	R		
	Health & Safety	Sum	1	R	R	R



	Year 1	Year 2	Year 3
Sub Totals	R	R	R

Sub-Total (excl.) = Year1 + Year 2 + Year 3:

R
---

VAT:

R
---

TOTAL INCLUDING VAT (this value to be transferred to the Form of Offer):

R
---

NAME : .....

(Block Capitals)

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

DATE: .....

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

**TITLE: Provision of Professional Consulting Services for The Establishment of an Aquatic Biomonitoring Programme for Ethekewini Water & Sanitation for a Period of 36 Months.**

### **C3.1 BACKGROUND**

The purpose of the National Water Act (No. 36 of 1998) is to ensure that the nation's water resources are protected, used, developed, conserved, managed and controlled. The Act provides for the protection of aquatic and associated ecosystems and their biological diversity, and the reduction and prevention of pollution and degradation of water resources. Furthermore the National Environmental Management Act (No. 107 of 1998) requires that the environmental principles as set out in section 2 of the Act be applied in decision-making. These principles include for example the actions required to achieve sustainable development (socially, environmentally and economically), and guide stakeholders in the integrated management of the environment.

Ethekewini is determined in upholding the key principles as set out in the NWA and NEMA by ensuring that the facilities in which it owns or manages that pose a risk to the natural resources adhere to environmental laws.

In order to obtain more Water Use Licences and maintain compliance with the already existing licenses held by eThekewini municipality a biomonitoring programme needs to be established in order to continuously monitor the health/status of rivers associated with the operations of the WWTWs and major pump stations across the city. EThekewini Municipality therefore requires an aquatic specialist to conduct sampling and analysis at strategic sites across the municipal area and within different catchment areas in order to monitor the health/statuses of the rivers and provide useful scientific based information in order to improve river management (Duty of care principle for land owners/managers).

### **EMPLOYER'S OBJECTIVES**

Majority of eThekewini's Wastewater Treatment works (WWTW's) are operating without a Water Use Licence (WUL), and are therefore operating illegally putting the city at risk of legal action, not only does that pose a legal risk but a development risk as well as projects partially housing and reticulation projects are being stalled or declined by the Department of Water and Sanitation (DWS) due to illegal operations of the WWTWs. In addition to that eThekewini has been subject to numerous directives as a result to pollution events and non compliance with the currently held WUL for some of the WWTW's.

It is against this back drop that a suitable aquatic specialist is needed in order to fulfil the following objectives:

- 1) Establish and maintain a biomonitoring programme in the city in order to continuously monitor the impacts of eThekewini's operations on aquatic ecosystems.
- 2) Provide useful scientific based information that can be used to respond effectively and efficiently to directives issued to the city.
- 3) Provide the necessary specialist input required in applying for future WUL's and improving compliance on the already existing WUL's which require biomonitoring on a bi-annual basis.

## C3.2 PROJECT SPECIFICATIONS

### C3.2.1 Aquatic Biomonitoring

#### SASS5 Survey, FRAI and IHAS Assessment

**Objective:**

To assess aquatic ecosystem health using the South African Scoring System (SASS5) and the Integrated Habitat Assessment System (IHAS) protocols, targeting a maximum of 200 sites during wet and dry seasons.

**NB!!** (sampling points will be targeted for Wastewater Treatment Works and major Pump Stations), some of the sampling points will be reserved for pollution events that may require an aquatic assessment as a result of directives or notices received by EWS.

**Scope of Work:**

- Conduct SASS5 sampling at each site.
- Identify macroinvertebrates in the field to **family level** (as per SASS5 protocol).
- Complete the IHAS form at each site to assess habitat availability and quality.
- Record water depth, flow type, substrate type, vegetation presence, and site condition.
- Conduct a Fish Response Assessment (FRAI)
- Enter field data into SASS5 excel template or equivalent electronic format
- Calculate SASS5 score, ASPT (Average Score Per Taxon), and site health classification
- Sampling must follow the **latest version of the SASS5 protocol**.
- All macroinvertebrates to be **released back** into the stream after identification.
- Field data sheets must be completed on site, supported by **GPS coordinates, photographs**, and weather conditions.

#### Benthic Diatom Sampling & Analysis

**Objective:**

To collect benthic diatom samples for lab-based analysis to determine algal health classes and potential nutrient/organic enrichment at each sampling point.

**Scope of Work:**

- Follow the standard **DWS Diatom Sampling Protocol**.

**All equipment, transportation, security and any other associated items needed to complete the above scope must be priced for under item 1 in the pricing schedule.**

## C3.2.2 Water Quality Analysis

### Field Sampling and Preservation

#### Objective:

To collect representative surface water samples from a maximum of 200 sites (wet and dry seasons), suitable for laboratory analysis to assess compliance with the South African Water Quality Guidelines Volume 7 – Aquatic Ecosystems.

#### Scope of Work:

- Visit each site and collect surface water samples using sterile, appropriate containers.
- Ensure samples represent mid-stream, mid-depth conditions where possible.
- Field measurements to be taken onsite for selected parameters using calibrated portable meters.
- Proper water quality sampling standards must be followed

#### Field Parameters to be Measured In Situ:

- pH
- Electrical Conductivity (EC)
- Temperature
- Dissolved Oxygen (DO)
- Turbidity (if equipment is available)

### Laboratory Analysis

#### Objective:

To analyse water samples for selected chemical, microbiological, and metal parameters and compare results to the South African Water Quality Guidelines for Aquatic Ecosystems.

#### Scope of Work:

- Samples to be analysed at an accredited SANS laboratory.
- Certified analytical report for each sample taken must be made available
- Analysis turnaround time: 10-14 working days

#### Laboratory Parameters to be Analysed:

Parameter Group	Example Parameters
Physico-chemical	pH, EC, DO, TDS, Temperature, Turbidity, TSS
Nutrients	Nitrate (NO <sub>3</sub> ), Nitrite (NO <sub>2</sub> ), Ammonia (NH <sub>4</sub> ), Total Phosphate, Orthophosphate
Microbiological	<i>Escherichia coli</i> (E. coli), Total coliforms
Metals	Iron (Fe), Manganese (Mn), Copper (Cu), Zinc (Zn), Lead (Pb), Chromium (Cr), Aluminium (Al), Nickel (Ni), Arsenic (As), Cadmium (Cd), Mercury (Hg), Selenium (Se)
Organic & Inorganic	Atrazine, Phenol, Endosulfan, Chlorine, Cyanide, Fluoride

**All equipment, transportation and any other associated items needed to complete the above scope must be priced for under item 2 in the pricing schedule.**

### C3.2.3 Data Analysis & Reporting

#### Objective:

To analyse, interpret, and report on biomonitoring data (SASS5, IHAS, diatom indices, water quality parameters) collected across 200 sites during wet and dry seasons, in a manner that supports regulatory compliance, environmental management, and decision-making.

#### Biannual Technical Report

##### Scope of Work:

Prepare a comprehensive annual report that includes but not limited to:

- Executive Summary
- Introduction and Background
- Methodology (sampling design, site selection, techniques used)
- Results and Analysis:
  - SASS5 and IHAS scores with interpretation
  - Diatom index classification and trends
  - Surface water quality comparison to SAWQG Volume 7 thresholds
- Temporal and Spatial Trends: Comparisons between wet and dry seasons, as well as across geographic areas
- Hotspot Identification: Sites exceeding thresholds or showing ecological stress
- Recommendations: For mitigation, rehabilitation, or further investigation
- Appendices: Raw data

The PSP is to submit a minimum of **two (2)** comprehensive (multi-point) reports a year (1 Dry season, 1 Wet season). In addition to the seasonal comprehensive biomonitoring reports the PSP may be requested to submit ad hoc report/s if and when required should EWS receive a directive of notice or wherever EWS sees a need.

At the end of the contract the PSP is to submit one(1) consolidated report including all 3 years as both a hard and soft copy including all raw material and data from the programme in an external harddrive at the close out meeting to mark the close of the contract.

##### Format Requirements:

- Digital report (MS Word and PDF)
- Clear layout with tables, charts, and maps
- Use of plain, defensible scientific language
- All lab results and index calculations included

##### Submission Timeline:

- Draft report: within 30 days of final sampling
- Final report: within 45 days of final sampling (Printed and binded)

**All equipment, hours, printing any other associated items needed to complete the above scope must be priced for under item 3 in the pricing schedule.**

### C3.2.4 QA/QC Independent Oversight

**Objective:**

To ensure the reliability, accuracy, and consistency of biomonitoring data through an independent third-party with monitoring and reviewing of field sampling, laboratory analysis, and data processing for approximately **10% of sites** or to the maximum value of the provisional sum.

**Scope of Work:**

The PSP must **appoint an independent specialist** (subcontractor) to perform QA/QC oversight of the programme.

### C3.2.5 Meetings

- An inception meeting will be held within one (1) week after the acceptance of appointment letter.
- There after a meeting will be held at the beginning and end of every monitoring cycle (the last one being the close out meeting)
- A meeting to present the findings to any forum or stakeholders identified by EWS may be requested and therefore the PSP must avail themselves for such meetings throughout the duration of the contract

### C3.2.6 Health & Safety

The PSP must compile a comprehensive health and safety file which is to be submitted to the eThekweni Water and Sanitation's (EWS) health and safety officer for approval prior to undertaking any work on site, the details of the health and safety officer will be provided to the appointed service provider.

### C3.2.7 Contract Duration

The term of the contract is for 36 months (3 years). The PSP can only be issued with works to provide the services within this term; all works must be completed within the 36-month period of the Contract

### C3.2.8 Applicable National and International Standards

The PSP shall take cognizance of and adhere to all applicable national and international standards in the execution of his/her own work. International standards should only be used where no national standards exists or when it is the norm to use or refer to international standards.

### C3.2.9 Key Personnel

The PSP shall maintain at all times in the duration of the project the involvement of a SACNASP professional registered natural scientist who holds a SASS5 accreditation with verifiable post graduate experience in aquatic assessments, at all circumstances.

### **C3.3 ANNEXURES**

- 1. STANDARD CONDITIONS OF TENDER**
- 2. CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT**
- 3. MAP OF BIOMONITORING SITES ACROSS ETHEKWINI**
- 4. SAMPLING POINTS LIST**

**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 arise on apprehension of ineptitude that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

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

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



---

## **STANDARD PROFESSIONAL SERVICES CONTRACT**

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

---

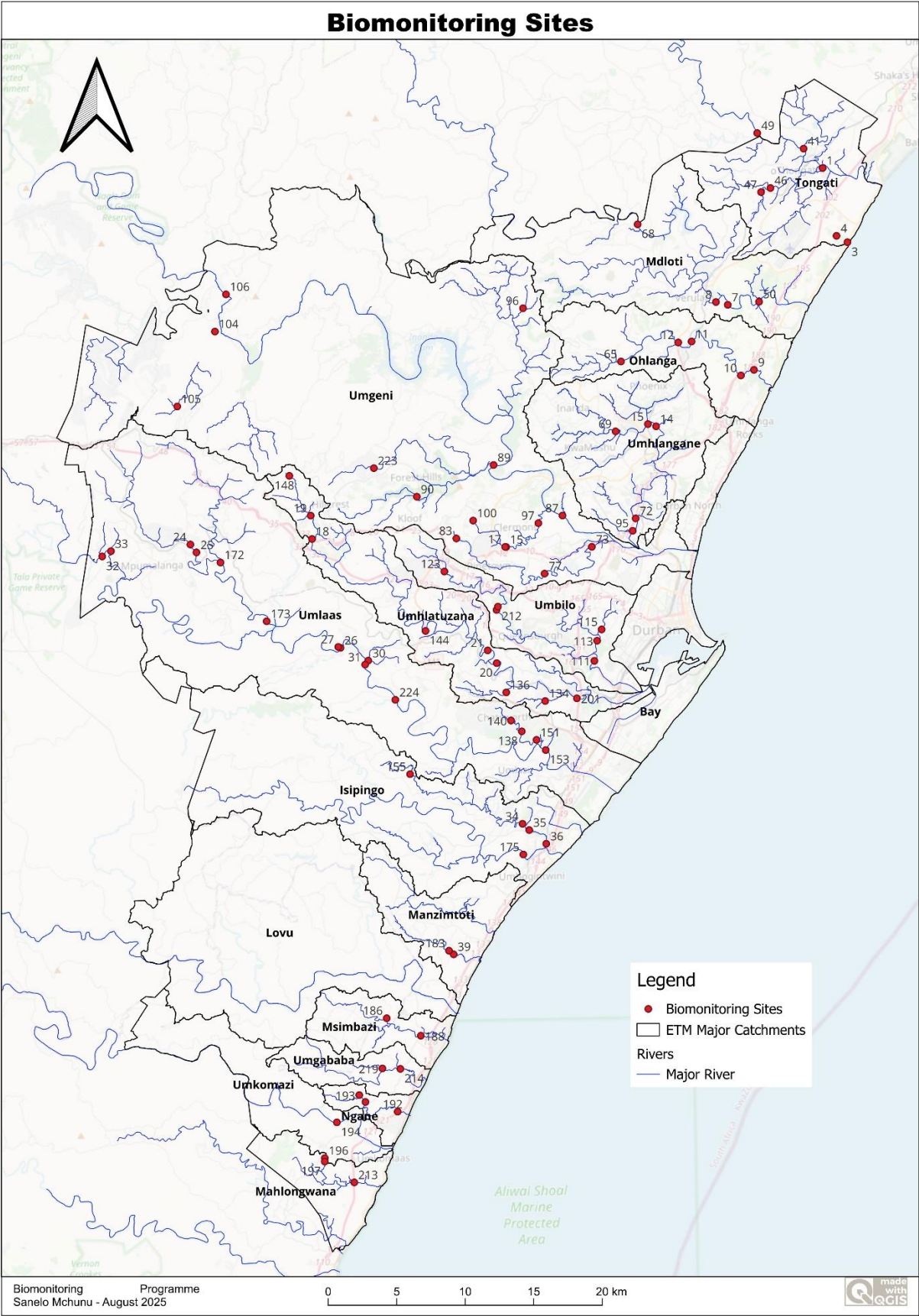


Construction Industry Development Board  
Pretoria  
Tel: 012 343 7136 or 012 481 9030  
Fax: 012 343 7153  
E-mail: [cidb@cidb.org.za](mailto:cidb@cidb.org.za)

July, 2009: Edition 3 of CIDB document 1015

Standard Professional Services Contract

C3.3.3 **MAP OF MAJOR CATCHMENTS OF ETHEKWINI**



### C3.3.4 SAMPLING POINTS LIST

No	Major Catchment	River/Stream	Site No.	Site Description	Latitude	Longitude	Altitude (m)
1	uMdloti	uMdloti	50	Bridge to Mount Moreland	-29.64713	31.09157	2
2	oHlanga	oHlanga	9	On farm road approaching toll road N2	-29.69192	31.08689	3
3	Isipingo	isipingo	36	u/s of confluence with eziMbokodweni redundant pipe	-30.00161	30.9238	5
4	Umhlangane	uMhlangane	72	New u/s Northern wwrw - no access to old 72	-29.78843	30.99574	8
5	Umhlangane	uMhlangane	95	Estuarine moved u/s to just d/s of Northern Works	-29.79655	30.99334	8
6	Ngane	Ngane	192	Moved inland because of Marine influence	-30.17618	30.80754	8
7	uMngeni	uMngeni	87	At silver pipe in Reservoir Hills - private property	-29.78569	30.94055	9
8	uMbilo	uMbilo	111	under bridge at Grosvenor Road	-29.88175	30.96269	9
9	Umlaas	Mlazi	153	New position - could not find site - sandwinning	-29.93991	30.9247	10
10	Isipingo	eziMbokodweni	175	Above Waste Water Treatment works	-30.00841	30.90633	11
11	uMkhomazi	uMkhomazi	194	d/s Sappi Saicor Barrage	-30.18244	30.76133	12
12	Msimbazi	Msimbazi	218	Moved u/s of estuary d/s of bridge - should be 188	-30.12649	30.82615	15
13	Palmiet	Palmiet	73	u/s of Shires quarry	-29.80664	30.96226	15
14	uTongati	uTongati	3	In park approx 50m from sea inland N4 road	-29.60886	31.15889	15
15	oHlanga	oHlanga	10	Under Nth Coast Toll Road bridge N2	-29.69546	31.07696	16
16	Isipingo	isipingo	35	d/s isipingo WWTW	-29.99239	30.91112	16
17	uMgababa	uMgababa	214	d/s Mniini Dam wall - site not listed (new)	-30.14804	30.81022	16
18	uTongati	uTongati	1	d/s of WWTW	-29.55974	31.14111	18
19	uMdloti	uMdloti	7	Dammed up - not sampled - no flowing water	-29.6488	31.06795	20
20	Isipingo	isipingo	34	Opposite isipingo WWTW	-29.98818	30.90615	20
21	uTongati	uTongati	41	u/s of Main Rd bridge - moved slightly u/s	-29.546776	31.127024	21
22	Amanzimtoti	Little amanzimtoti	39	u/s of Little Toti WWTW	-30.07332	30.85218	21
23	uMbilo	uMkhumbane	113	Soccer field	-29.86853	30.965	21
24	Amanzimtoti	Little amanzimtoti	183	d/s bridge in suburb of Toti - u/s Little Toti WWTW	-30.07085	30.84873	24
25	uMgababa	uMgababa	219	u/s of Mniini Dam - site not listed (new)	-30.14754	30.79657	25
26	Umhlangane	uMhlangane	14	d/s of bridge into KwaMashu WWTW	-29.72801	31.01235	29
27	Umlaas	Trib of Mlazi	151	Wasteman entrance road bridge	-29.9331	30.91787	31
28	uMdloti	uMdloti	8	Adjacent to polo grounds u/s Verulam WWTW	-29.64683	31.05908	32
29	Mahlongwana	iMahlongwana	213	Under N2 bridge - site not listed (new)	-30.2222	30.77363	33
30	oHlanga	oHlanga	11	At concrete causeway road entering Ottawa	-29.67255	31.0402	34
31	oHlanga	oHlanga	12	At bridge crossing R102	-29.67306	31.03013	39
32	uMbilo	uMkhumbane	115	Panel beaters by scrap yard	-29.86115	30.96855	39
33	uTongati	uTongati	49	u/s of bridge near quarry	-29.53601	31.09227	41
34	Umhlangane	uMhlangane	15	Canalised - moved u/s	-29.72646	31.00619	41
35	uTongati	uTongati	4	u/s of WWTW Highwater Crescent	-29.60453	31.15076	41
36	uTongati	uTongati	46	At river crossing of Mahomed Mayat Drive	-29.57233	31.10156	42
37	Msimbazi	Msimbazi	189	Rural area inland at small bridge	-30.11454	30.80058	43
38	uMhlutuzana	uMhlutuzana	201	Stainbank Nature Reserve - replaced 133 (new)	-29.90619	30.94894	45
39	Umhlangane	uMhlangane	69	Near new Bridge Shopping Centre	-29.73087	30.981734	50
40	uMngeni	Molweni	89	Molweni just above confluence to uMngeni	-29.75157	30.88922	54
41	uTongati	uTongati	47	On private driveway off Glucose Road	-29.574938	31.094425	55
42	Ngane	Ngane	215	u/s from Magabeni WWTW - no. should be 193	-30.16477	30.77867	59
43	Ngane	Ngane	217	d/s Magabeni WWTW - should be site no. 191	-30.16942	30.78327	64
44	Aller	Aller	97	Close to confluence with uMngeni	-29.79041	30.92224	76
45	Umlaas	Trib of Mlazi	138	U/s of bridge in Emeraldglen Road	-29.92729	30.90681	80
46	oHlanga	oHlanga	65	Deep in KwaMashu near police station	-29.68491	30.986714	86
47	uMdloti	uMdloti	68	u/s from main bridge Oakford Priory Road	-29.594793	31.001059	96
48	uMhlutuzana	Trib of uMhlutuzana	134	Small trib u/s of main Chatsworth Rd	-29.90761	30.92494	102
49	uMhlutuzana	Trib of uMhlutuzana	136	u/s of bridge Heron Street	-29.90148	30.89563	116
50	Umlaas	Trib of Mlazi	140	Park in Silverglen Drive	-29.92005	30.89884	122
51	uMhlutuzana	uMhlutuzana	20	d/s Umhlutuzana wwtw moved d/s to Gilbert Rd.	-29.8821	30.88885	131
52	Umlaas	Mlazi	224	Umlazi River - Intake road - site not listed (new)	-29.90499	30.81172	135
53	uMhlutuzana	uMhlutuzana	21	u/s Mhlutuzana WWTW on D/Moss trail	-29.87358	30.8822	152
54	Mahlongwana	iMahlongwana	196	In church grounds u/s WWTW	-30.20579	30.75162	156
55	Mahlongwana	iMahlongwana	197	d/s of WWTW off lotus Station in cul-de-sac	-30.2081	30.75153	156
56	Palmiet	Palmiet	77	Palmiet Nature Reserve	-29.82374	30.92622	161
57	uMbilo	uMbilo	120	d/s uMbilo wwrw	-29.84706	30.88944	166
58	Umlaas	Mlazi	30	u/s Dassenhoek WWTW @ bridge crossing	-29.87885	30.79186	170
59	Umlaas	Mlazi	31	d/s Dassenhoek WWTW	-29.88143	30.78945	171
60	uMbilo	uMbilo	212	u/s of uMbilo STW - site not listed (new)	-29.84492	30.89054	194
61	Umlaas	Trib. Mlazi	26	d/s WWTW tributary adjacent works - no surface water	-29.8701	30.77105	215
62	uMngeni	Mzinyati	96	Disused concrete causeway	-29.64872	30.91357	220
63	uMhlutuzana	uMhlutuzana	144	Off Richmond Rd. d/s of bridge below weir	-29.86001	30.83555	229
64	Umlaas	Trib. Mlazi	27	u/s WWTW tributary adjacent works	-29.86946	30.76936	233
65	Isipingo	isipingo Trib	155	Mlazi D section at end of Mangosuthu Highway	-29.95413	30.82182	238
66	Aller	Aller	16	d/s New Germany WWTW	-29.80573	30.89755	250
67	Aller	Aller	17	u/s New Germany WWTW	-29.805634	30.896822	251
68	uMngeni	Mngcweni	104	d/s of Marian Foley Bridge	-29.66023	30.68102	259
69	uMngeni	uMngeni	106	u/s slide rapid below Dusi confluence	-29.63587	30.68992	271
70	Umlaas	Sterkspruit	173	Inflow to Shongweni Dam	-29.85164	30.71569	304
71	uMbilo	uMbilo	123	d/s Marianhill Road	-29.82113	30.85062	324
72	Aller	Aller	100	Hilmer street in Berkshire Downs	-29.78794	30.87302	343
73	Palmiet	Palmiet	83	Padfield Park - moved d/s to Padfield Road	-29.7995	30.8601	343
74	Umlaas	Sterkspruit	172	Adjacent to quarry PCP Cement	-29.81234	30.6817	396
75	uMngeni	Molweni	90	Krantzkloof Nature Reserve	-29.77154	30.83088	442
76	Umlaas	Mlazi	33	d/s Mpumalanga WWTW	-29.8034	30.59923	526
77	Umlaas	Mlazi	32	u/s Mpumalanga WWTW	-29.80676	30.59251	531
78	Umlaas	Sterkspruit	25	Below Hammarsdale dam wall	-29.80537	30.66371	553
79	uMhlutuzana	uMhlutuzana	18	d/s Hillcrest WWTW under M13 bridge	-29.79806	30.75119	561
80	Umlaas	Sterkspruit	24	Pooled water @ Sterkspruit Pump Stn. - not sampled	-29.80008	30.65927	565
81	uMngeni	Nqutu	223	Cotswold Downs - site not listed (new)	-29.75218	30.79886	571
82	uMhlutuzana	uMhlutuzana	19	Below Kassier rd @ causeway u/s WWTW	-29.78265	30.75051	579
83	uMngeni	Mngcweni	105	At Metro pump station	-29.709031	30.651491	628
84	uMhlutuzana	uMhlutuzana	149	u/s Chantecler Hotel - Clement Stott Rd	-29.756178	30.734961	673

NB!! eThekweni Water & Sanitation (EWS) reserves the right to use the allocated sampling points to their discretion.