



CLUSTER
Trading Services

UNIT
Water & Sanitation

DEPARTMENT
Water & Sanitation: Engineering

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: PSC 2024/003

Contract Title: Professional Services Contract for the Design and Construction Supervision for the Reinstatement of Mobeni 2 Reservoir

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: Compulsory Clarification Meeting

Meeting Location, Date, Time: Rm 301, 3rd floor, eThekweni Water & Sanitation Bld., and to proceed to site thereafter, 110 Alamein Avenue (Mobeni Water Depot)
On 7 May 2024 at 10h00

Queries can be addressed to: Leisel Bowes
Tel: 031-311 8656
The Employer's Agent's: eMail: Leisel.bowes@durban.gov.za. Email queries to be submitted by 16 May 2024 and consolidated question and answers to be uploaded 23 May 2024

TENDER SUBMISSION

Delivery Location: The Tender Box in the foyer of the Municipal Building
166 KE Masinga Road, Durban

Closing Date/ Time: Friday, 31 May 2024 at 11h00

FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Date of Issue: 26/04/2024

Document Version : 14/03/2023

FOR OFFICIAL USE ONLY

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

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PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the Professional Services Contract for the Design and Construction Supervision for the reinstatement of Mobeni 2 Reservoir which collapsed in May 2019.

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekwini Municipality as represented by: Deputy Head: Water & Sanitation: Engineering	F.1.1.1
Tender Documents	Documents can only be obtained in electronic format, issued by the eThekwini Municipality. Documentation can be downloaded from the National Treasury's eTenders website or the eThekwini Municipality's Website . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
Clarification Meeting	Rm 301, 3rd floor, eThekwini Water & Sanitation Bld., and to proceed to site thereafter, 110 Alamein Avenue (Mobeni Water Depot) On 7 May 2024 at 10h00	F.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Leisel Bowes Tel: 031-311 8656 eMail: Leisel.bowes@durban.gov.za. Email queries to be submitted by 16 May 2024 and consolidated question and answers to be uploaded 23 May 2024	F.2.8
Submitting a Tender Offer	Tender offers shall be delivered to: The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban	F.2.13
Closing Time	Tender offers shall be delivered on or before Friday, 31 May 2024 at or before 11h00 .	F.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

F.1.1 The employer: The Employer for this Contract is the eThekweni Municipality as represented by:
Deputy Head: **Water & Sanitation: Engineering**

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

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

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

- <https://www.etenders.gov.za/>
- a) <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:

Leisel Bowes

Tel: 031-311 8656

eMail: Leisel.bowes@durban.gov.za. Email queries to be submitted by 16 May 2024 and consolidated question and answers to be uploaded 23 May 2024

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

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

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

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

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

F. 2.1 .1 Eligibility

a) Tenderer's Experience

Only those tenderers that can demonstrate experience gained, by the submission of the specified returnable document in T2.2.13 (duplicated for each experience submission), and supply the associated documentation/ information:

- The design of a minimum of three (3) reinforced concrete water retaining structures with a capacity of 5 Ml or greater (for example clarifiers or sedimentation tanks in water/wastewater treatment works and/or reservoir) within the past 15 years (Dec 2008 to date) will be eligible to have their tenders evaluated in terms of Clause F.3. 11.
- The design of a minimum of two (2) reinforced concrete road bridges with a minimum width which can accommodate a single carriageway (one lane in each direction) and a minimum continuous span between piers of at least 15m each, within the past 15 years (Dec 2008 to date), will be eligible to have their tenders evaluated in terms of Clause F.3.11.

Returnable form T2.2.13: "Eligibility: Experience of Tenderer" is to be duplicated for each experience submission.

b) Proposed Staffing

The staffing personnel CVs submitted by the tenderer is to be accompanied by a signed certified affidavit from the proposed individual. The affidavit is to be accompanied with a signed copy of the individual's Identification Document. The affidavit is to state that the proposed personnel is either in the tenderer's employment or will be available on a full-time employment, from the commencement of the project until the completion of the project, subject to their mandatory notice period.

If for circumstances beyond the control of the successful tenderer at the commencement of the contract, the proposed personnel are no longer available, the successful tenderer will be required to propose alternate personnel who meets the minimum requirements below. Failure to do so could result in termination of their contract.

Non submission of affidavits from the proposed personnel will render the Tender invalid and will not be considered further.

i) Registered Professional Directors

The tenderer's CV is to state a minimum of one (1) ECSA registered professional engineers or technologists (Discipline – Civil Engineering) with eight (8) years' experience (in the appropriate discipline) executive directors in its organisation (preferably in the office from which this tender will originate) and is to list their registration numbers. A partner in a partnership, director of a company established in terms of the Companies Act, 1973 (Act 61 of 1973) or a member of a close corporation registered in terms of the Close Corporation Act, who, jointly and severally with their other partners, co-directors or co-members, as the case may be, bears the risk of business and takes responsibility for the management and liabilities of the partnership, company, or close corporation

ii) Lead Structural Design Engineer/Technologist

The proposed Lead Design Engineer/Technologist must be professionally registered and is to state his/her ECSA registration number (Discipline - Civil Engineering). The experience provided must show:

- A minimum of five (5) years post registration and must have successfully completed the design of three (3) reinforced concrete water retaining structures with a minimum capacity of 5Mℓ or greater and one (1) reinforced concrete road bridge with a minimum width which can accommodate a single carriageway (one lane in each direction) and a minimum continuous span between piers of at least 15m.

i. Resident Engineer/Technologist (Construction Monitoring)

The proposed Resident Engineer/Technologist must have a minimum ten (10) years post qualification experience in either one (1) of the prompts mentioned below, where he/she has successfully completed the construction monitoring from commencement to completion of:

- A minimum of two (2) reinforced concrete water retaining structures with a minimum current market value of R 20million and a minimum capacity of 5Mℓ or greater.
- A two (2) reinforced concrete road bridges with a minimum width which can accommodate a single carriageway (one lane in each direction) and a minimum continuous span between piers of at least 15m.

Returnable form T2.2.14: "Eligibility: Proposed Staffing" is to be duplicated for each experience submission.

F.2.2.2 The cost of the tender documents: Replace this paragraph with the following:

"Documents are to be obtained, free of charge, in electronic format, from the **National Treasury's eTenders website** or the **eThekweni 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: Add the following paragraphs to the clause:

"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:
Rm 301, 3rd floor, eThekweni Water & Sanitation Bld., and to proceed to site thereafter, 110 Alamein Avenue (Mobeni Water Depot)
On 7 May 2024 at 10h00

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 eThekweni 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. : **PSC 2024/003**
- Contract Title : **Professional Services Contract for the Design and Construction Supervision for the Reinstatement of Mobeni 2 Reservoir**

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

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

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, 31 May 2024**
- Time : **11h00**

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

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

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

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

Tax Clearance

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

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

Failure to comply will make the tender non-responsive.

Central Supplier Database (CSD)

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

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

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

F.3: THE EMPLOYER'S UNDERTAKINGS

F.3.1.1 Respond to requests from the tenderer: Replace the words "five working days" with "three working days".

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

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

F.3.11 Evaluation of Tender Offers:

Eligibility

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

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: 100%

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

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

<p>The Weightings of the Ownership Categories will be:</p> <ul style="list-style-type: none"> • w1 = 100%, w2=0%, w3=0% (where: w1 + w2 + w3 = 100%)
<p>Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status)</p> <ul style="list-style-type: none"> • 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.

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:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) The tenderer has completed the **Compulsory Enterprise Questionnaire** and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

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

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

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

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 Appeals

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

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

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

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

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Technical or Functionality Evaluation

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T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages 13 to 29.

NOTE

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

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

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

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

This is to certify that:

(tenderer name):

of (address):

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

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

Particulars of person(s) attending the meeting:

Name: Name:

Signature: Signature:

Capacity: Capacity:

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

Name:

Signature:

Date:

T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.4 MBD 4: DECLARATION OF INTEREST

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

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

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

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

3.1 Name of enterprise	Complete T2.1.2.1 Item 1.1
Name of enterprise’s representative	Complete T2.1.2.1 Item 1.2
3.2 ID Number of enterprise’s representative	Complete T2.1.2.1 Item 1.3
3.3 Position enterprise’s representative occupies in the enterprise	Complete T2.1.2.1 Item 1.4
3.4 Company Registration number	Complete T2.1.2.1 Item 3.1 or 3.2
3.5 Tax Reference number	Complete T2.1.2.1 Item 3.3
3.6 VAT registration number	Complete T2.1.2.1 Item 1.7

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.

	Circle Applicable
3.8 Are you presently in the service of the state?	YES NO
If yes, furnish particulars:	
.....	
3.9 Have you been in the service of the state for the past twelve months?	YES NO
If yes, furnish particulars:	
.....	

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

YES	NO
-----	----

 If yes, furnish particulars:

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

YES	NO
-----	----

 If yes, furnish particulars:

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

YES	NO
-----	----

 If yes, furnish particulars:

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

YES	NO
-----	----

 If yes, furnish particulars:

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

YES	NO
-----	----

 If yes, furnish particulars:

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

	Circle Applicable	
1.0 Are you by law required to prepare annual financial statements for auditing?	YES	NO
1.1 If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
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:** 80 (price) and 20 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

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

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

2.0 DEFINITIONS

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

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

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

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

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

$$\begin{array}{ccc} \textbf{80 / 20 Points System} & \textbf{OR} & \textbf{90 / 10 Points System} \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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)
Ownership Goal: Race (black)	100	n/a	20	n/a
Total CLAIMED Points (20 Maximum)			20	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) and can be accessed by clicking on its link at the bottom of the home page.

4.1.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

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

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

4.2.1 If YES, provide particulars.

.....

.....

YES	NO
-----	----

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

4.3.1 If YES, provide particulars.

.....

.....

YES	NO
-----	----

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

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

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

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

NAME (Block Capitals):

Date

SIGNATURE:

.....

.....

T2.2.8 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

NOTES

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁹ will not be construed as collusive bidding.

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.9 JOINT VENTURES AGREEMENTS

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

T2.2.10 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.11 DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.12 CSD REGISTRATION REPORT

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

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

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

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

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

The screenshot shows the beginning of a CSD Registration Report. At the top left is the logo for the Central Supplier Database for Government. To the right are two input fields: 'Report Date:' and 'Report Ran By:'. Below this is a green header bar with the text 'CSD REGISTRATION REPORT'. The main content area is titled 'SUPPLIER IDENTIFICATION' and contains a table of fields for supplier information.

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.13 ELIGIBILITY: EXPERIENCE OF TENDERER

Refer to Clause F2.2.1 (a) for Eligibility evaluation prompts (page 5-6 of this document).

- a) **Tendering Firm's experience of successfully completed contracts over the last fifteen (15) years involving the Design and Construction Supervision of Reinforced Concrete Water Retaining Structures equal to or greater than 5Mℓ:**
- b) **Tendering Firm's experience of successfully completed contracts over the last fifteen (15) years involving the Design and Construction Supervision of two (2) Reinforced Concrete Road bridges with a current market value of R20 million:**

(Note: A separate sheet to be completed for each project)

Contract Description:			
Month and Year Commenced:		Award Value (VAT Excl.)	
Month and Year Completed:		Completed Value (VAT Excl.)	
Name of Client:		Tel. No.:	
Name of Consulting Engineering Firm:		Tel. No.:	
Name of Consultant's Representative:		Tel./ Cell No.:	

Details of the above Contract
The following information is required for evaluation of the above contract and the Tenderer shall provide such information to the best of his knowledge:
1. Description and scope of work completed:

Note To Tenderer:

It is a strict requirement that the Tenderer submit proof of completion i.e. final payment certificate/close out report of the contract. Failure to do so will lead to the conclusion that the work was not successfully completed and will render the Tenderer not eligible.

*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:

CLIENT CONFIRMATION

I, the undersigned, as the abovementioned representative of the Client, hereby confirm that information contained in this form is both true and correct

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.14 ELIGIBILITY: PROPOSED STAFFING

QUALIFICATIONS OF TENDERER'S DIRECTOR

Refer to Clause F2.2.1 (b) for Eligibility evaluation prompts (page 5-6 of this document).

The person nominated for the key personnel position above shall provide all the information required below and sign the declaration at the end of this form

Full Name & Surname:			
ID/ Passport No.		Age:	
Name of Tertiary Institution/s Attended:			
Tertiary Qualification/s (and Year/s Obtained):			
Name of Professional Institution/s Registered With:		Registration Number/s:	

Note: Certified copies of all relevant qualifications and registrations must be attached to this form.

Declaration by nominee for key staff position above:

I, the undersigned, declare that all the information provided above and in forms that follow correctly describes my qualifications.

SIGNATURE DATE:
 (of the person named on this form)

*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: _____

QUALIFICATIONS OF LEAD DESIGN ENGINEER/TECHNOLOGIST

Refer to Clause F2.2.1 (b) for Eligibility evaluation prompts (page 5-6 of this document).

The person nominated for the key personnel position above shall provide all the information required below and sign the declaration at the end of this form

Full Name & Surname:			
ID/ Passport No.		Age:	
Name of Tertiary Institution/s Attended:			
Tertiary Qualification/s (and Year/s Obtained):			
Name of Professional Institution/s Registered With:		Registration Number/s:	

Note: Certified copies of all relevant qualifications and registrations must be attached to this form.

Declaration by nominee for key staff position above:

I, the undersigned, declare that all the information provided above and in forms that follow correctly describes my qualifications and experience.

I, the undersigned do hereby agree to present myself for an interview with the Client or a representative of the Client should further clarity be required on the information provided herein.

SIGNATURE DATE:
(of the person named on this form)

Note to Tenderer:

The Tenderer shall ensure that this form is signed by the person nominated for the above key staff position and that all the information provided is true. Any inconsistency in the information provided will lead to the conclusion that the person nominated is not suitably qualified for the position and will render the Tenderer not eligible. Should this key staff member not be available for deployment to this contract upon award, only approved candidates with similar or better credentials will be considered by the employer.

*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:

EXPERIENCE AS LEAD DESIGN ENGINEER/TECHNOLOGIST

Refer to Clause F2.2.1 (b) for Eligibility evaluation prompts (page 5-6 of this document).

(Copies shall be made of this page to suit the number of contracts)

Contract Title:	
------------------------	--

Name of Client:	
(Note: Client implies: eThekweni Municipality, Cape Town Municipality, Umgeni Water, etc.)	

Name of Referee for the above contract:	
--	--

Referee Tel. No. / Cell No.:	
-------------------------------------	--

Details of Structure and Contract Value (Adjustments for present day value to be at 6% per annum.)	
--	--

*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: _____

CLIENT CONFIRMATION

I, the undersigned, as the abovementioned representative of the Client, hereby confirm that information contained in this form is both true and correct

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T.2.2.15 QUALIFICATIONS OF RESIDENT ENGINEER/TECHNOLOGIST

Refer to Clause F2.2.1 (b) for Eligibility evaluation prompts (page 5-6 of this document).

The person nominated for the key personnel position above shall provide all the information required below and sign the declaration at the end of this form

Full Name & Surname:			
ID/ Passport No.		Age:	
Name of Tertiary Institution/s Attended:			
Tertiary Qualification/s (and Year/s Obtained):			
Name of Professional Institution/s Registered With:		Registration Number/s:	

Note: Certified copies of all relevant qualifications and registrations must be attached to this form.

Declaration by nominee for key staff position above:

I, the undersigned, declare that all the information provided above and in forms that follow correctly describes my qualifications and experience.

I, the undersigned do hereby agree to present myself for an interview with the Client or a representative of the Client should further clarity be required on the information provided herein.

SIGNATURE DATE:
(of the person named on this form)

Note to Tenderer:

The Tenderer shall ensure that this form is signed by the person nominated for the above key staff position and that all the information provided is true. Any inconsistency in the information provided will lead to the conclusion that the person nominated is not suitably qualified for the position and will render the Tenderer not eligible. Should this key staff member not be available for deployment to this contract upon award, only approved candidates with similar or better credentials will be considered by the employer.

*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: _____

EXPERIENCE AS RESIDENT ENGINEER/TECHNOLOGIST

Refer to Clause F2.2.1 (b) for Eligibility evaluation prompts (page 5-6 of this document).

(Copies shall be made of this page to suit the number of contracts)

Contract Title:	
Period of Construction (MM/YY to MM/ YY):	

Name of Client:	
(Note: Client implies: eThekweni Municipality, Cape Town Municipality, Umgeni Water, etc.)	

Name of Consulting Engineering Firm:	
---	--

Name of Civil Contractor:	
----------------------------------	--

Name of Referee for the above contract:	
--	--

Referee Tel. No. / Cell No.:	
-------------------------------------	--

Contract Value <small>(Adjustments for present day value to be at 6% per annum.)</small>	
Details of Structure	

Note To Tenderer:

It is a strict requirement that the Tenderer submit proof of completion contract (and to the value stipulated above) by attaching a copy of the final (signed) payment certificate (including final summary of sections) and signed Certificate of Completion of Works signed off by the proposed Resident Engineer/Technologist. Failure to do so will lead to the conclusion that the work was not successfully completed and will render the Tenderer not eligible

*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:

CLIENT CONFIRMATION

I, the undersigned, as the abovementioned representative of the Client, hereby confirm that information contained in this form is both true and correct

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: **PSC 2024/003**

Contract Title: **Professional Services Contract for the Design and Construction Supervision for the Reinstatement of Mobeni 2 Reservoir**

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

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*) : :

This Form will be completed by the Employer

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.3 : SCHEDULE OF DEVIATIONS

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

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

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

FOR THE TENDERER

FOR THE EMPLOYER

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

C1.2 : CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are the Standard Professional Services Contract (Third edition: July 2009) published by the Construction Industry Development Board. (see www.cidb.co.za)

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 : **Water & Sanitation: Engineering**

3.4 & The authorised and designated representative of the Employer is: Leisel Bowes

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

- Telephone : 031- 311 8656
- Fax : N/A
- e-mail : Leisel.bowes@durban.gov.za

The address for the Receipt of communications is: Enter Information

1 The Project is : **PSC 2024/003**
: **Professional Services Contract for the Design and Construction Supervision for the Reinstatement of Mobeni 2 Reservoir**

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 within the 36 month period.

1. Start Date : 28 days after date specified on Letter of Award

3.4.1 Communications by facsimile **are not** permitted.

3.12 The professional Service Provider will be required achieve milestones within the stipulated times during Contract period. Failure to achieve each milestone, listed below, will be subjected to individual penalties/per day until such time that milestone is achieved.

Milestone	Time Allocated	Milestone Completion	Penalty/day
Design period	8 months	Final Design Report signed and agreed by Client	R 3000
Tender Documentation	1 months	Tender Document submission to Client for submission to Bid Specification Committee	R 3000
Tender Evaluation	1 months	Measured from collection of documents to submission of draft Bid Evaluation report, inclusive of finalised evaluation schedules	R 3000

3.15.1 The programme shall be submitted within **28 days** after the date specified on the Letter of Award

3.15.2 The Service Provider shall update the programme as and when instructed

3.16 The time-based fees shall 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.

The base month will be the month prior to the month in which tenders close.

5.4.1 The Service Provider is required to provide Professional indemnity in an amount of: **R 15 million.**
This insurance may not be limited to a restricted number of claims in a time period.

5.5 The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:

- 1) **Subletting portions of the Works**
- 2) **Appointment of Specialist Consultants**

8.1 The Service Provider is to commence the performance of the Services within 28 days the date following that specified in the Letter of Award.

9.1 Copyright of documents prepared for the Project shall be vested with the **Employer.**

12.1 Interim settlement of disputes is to be by **Mediation.**

12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by: **ECSA**

12.2/3 Final settlement is by **Arbitration.**

12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **ECSA**

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, excluding provisional sums, will be applied until the provision and acceptance of the final ‘as-built’ drawings.

C1.2.3.3 EMPOWERMENT INITIATIVE

It is a condition of contract that the Professional Service Provider / Civil Engineering Consultant must allow for a **minimum of 20%** of the contract value to be subcontracted to persons who are >51% Black owned as defined in the Broad-Based Black Empowerment Act 52 of 2003. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

The penalty for not achieving the specified CPG will be 0.5% of the contract value for every 1% of CPG not achieved.

C1.2.2.2 DATA TO BE PROVIDED BY THE SERVICE PROVIDER

Ref / Clause Number	Data
1	<p>The Service Provider is:</p> <p>.....</p> <p>Address :</p> <p>.....</p> <p>.....</p> <p>Telephone : Fax :</p>
5.3	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name :</p> <p>The address for receipt of communications is:</p> <p>Address :</p> <p>.....</p> <p>.....</p> <p>Telephone : Fax :</p> <p>E-Mail :</p>
5.5	<p>The Key Persons and their jobs / functions in relation to the services are to be as tendered in Contract PSC 2024/003.</p> <p>If any personnel or functions are changed, this is to be agreed in writing and is at the discretion of the Employer. The proposed personnel is to have the same experience or that higher as tendered.</p>
5.5 & 7.1.2	<p>The Key Persons and their jobs / functions in relation to the services are:</p> <p>Name :</p> <p>Specific Duties :</p> <p>Name :</p> <p>Specific Duties :</p>

PART C2 : PRICING DATA
C2.1 : PRICING INSTRUCTIONS

C 2.1.1 GENERAL

The professional duties to be performed in terms of this contract will be as defined in the Engineering Council of South Africa: ***Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000)*** (hereafter referred to as the Guideline), as gazetted on **4 DECEMBER 2015**.

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 QUANTITIES REFLECTED IN THE SCHEDULE OF QUANTITIES

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.

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.

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.

Monthly progress claims may be made within 30 days from receipt of a Tax Invoice by the Employer. Progress claims are to be in accordance with the latest South African Association of Consulting Engineers Form of Agreement

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

The rates tendered are to be based on the understanding that the activities will be required for a maximum uninterrupted period of 3 years or 36-month period, however the Time-based rates within the Pricing Schedule shall be subject to escalation and adjusted in accordance with CPI for Services.

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

C 2.1.3 PRICING OF THE SCHEDULE OF QUANTITIES

PART 1: NORMAL SERVICES

The fee for normal services shall be a tendered as a lump sum per stage.

The Tender shall attach a breakdown of time and costs(rates) used to arrive at the tendered lump sum.

This fee (which shall cover all stages of the project deliverables) shall be determined taking into consideration all general and specific factors applicable to the project (in terms of Clause 4.3 of the Guidelines) as well as all documents and drawings supplied by the Employer and forming part of the enquiry document.

The fee shall also include for the following:

- All plotting, printing and copying of necessary drawings and documents up to Stage 3.
- All travelling necessary to and from the Site of the Works during all stages of the project by all staff other than those responsible for construction monitoring.
- Costs for engineering consulting services for land acquisitions, expropriation, way leaves and servitudes as defined in Part 3: Scope of Works shall be deemed to be included in the tendered lump sum.
- The Service Provider shall not be entitled to recover any internal administration, clerical or secretarial staff costs, nor any typing costs.

Expenses shall be paid on the basis of:

- a) Invoiced amounts from service providers or suppliers, provided that such amounts are at open market rates or
- b) At the applicable rate stated in the National Department of Public Works Document entitled 'Rates for Reimbursable Expenses' as published on their website, whichever is the lesser.

The service providers proportioning of their normal services in the bill of quantities must be guided by table 4.3.6 of the guideline and the employer reserves the right for negotiation/justification of proportioning that is significantly variant to the reference table in the guidelines.

PART 2: DISBURSEMENTS

Provisional sums have been allowed for disbursement items. A percentage mark-up is to be tendered for each disbursement item.

PART 3: CONSTRUCTION MONITORING

- a) Construction Monitoring: Personnel

The tenderer is to tender monthly rates for the personal specified. These rates are to be extended through to the Amounts column. The tendered rate is to cover all expenses, overheads and mark-ups applicable for the personal specified. This contract requires **Level 3** 'Full-time Construction Monitoring' by a Resident Engineer,

When tendering the monthly rates for the personnel due consideration must take into account estimated start of construction of the project relative to the project programme taking into account the design stages and the environmental approvals (EIA and WULA) required for the project.

The staff rates for Construction Monitoring are the price charged for staff and shall include for all the costs to the service provider, including basic salary, any additional payments or benefits and social costs, annual/special leave, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only. The staff rates shall also include the provision of all computer hardware and software necessary for each resource which shall extend, but not be limited to, desktop PC/laptop, printers, fax machines and all required processing (MS Office or similar). The staff rates shall also include all communication charges-fixed line telephones, mobile phones, faxes and emails. All travelling associated with construction monitoring shall be paid for separately and an item has been allowed for this in the Pricing Schedule.

b) Construction Monitoring: Travel

Allowances have been made in the Pricing Schedule for travelling costs for designated construction monitoring staff involved in the project (for traveling within the eThekweni Municipal area of supply). Travelling costs (which includes rates for fuel, maintenance, capital, insurance and depreciation) will be paid at the rate published by the National Department of Public Works document entitled "Rates for Reimbursable Expenses" as published on their website for a vehicle 1550cc or less (regardless of vehicle used) and acceptable proof of work related distance travelled must be submitted to substantiate all claims .As at 1 March 2023,the travelling rate was R3.98/km for petrol vehicles and R3.71/km for diesel vehicle.

PART 4: ADDITIONAL DUTIES.

Time Based Fees

The tenderer shall tender hourly rates for the lead staff listed in this part and the tendered rate shall cover all expenses, overheads and mark-ups applicable for the personnel specified.

The Tendered Rates are subject to Contract Price Adjustment as Clause 3.16.2 as specified in the Contract Data.

C 2.1.4 CORRECTIONS OF ENTRIES

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 2.1.5 ARITHMETICAL ERRORS

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 2.1.6 MONTHLY PAYMENTS

Monthly progress claims may be made within 30 days from receipt of a Tax Invoice by the Employer. Progress claims are to be in accordance with the latest South African Association of Consulting Engineers Form of Agreement.

C2.2 : PRICING SCHEDULE: SCHEDULE OF QUANTITIES FOR PSC 2023/001

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT R
1	PART 1	BASIC FEE				
1.1		Stage 1 - Inception	Sum	1		
1.2		Stage 2 – Concept and Viability	Sum	1		
1.3		Stage 3 – Design Development	Sum	1		
1.4		Stage 4 – Documentation and Procurement	Sum	1		
1.5		Stage 5 – Contract administration and Inspection	Sum	1		
1.6		Stage 6 – Close Out	Sum	1		
Total Carried Forward to Summary						
2	PART 2	DISBURSEMENTS				
2.1		Survey	Prov. Sum	1		R 300 000.00
2.1.1		Mark-Up on item 2.1	%	R 300 000.00		
2.2		Geotechnical Investigation	Prov. Sum	1		R 1 700 000.00
2.2.1		Mark-Up on item 2.2	%	R 1 700 000.00		
2.3		Occupational Health and Safety Agent	Prov. Sum	1		R 750 000.00
2.3.1		Mark-Up on item 2.3	%	R 750 000.00		
2.5		Institutional and Social Development Consultant (ISD) Services	Prov. Sum	1		R 850 000.00
2.5.1		Mark- up on item 2.5	%	R 850 000.00		
2.6		Appointment of a Contractor for the removal of rubble (including disposal to an approved dumpsite) to allow for testing/investigations, temporary measures to make the site safe (stabilise) and to ensure the stability of the structure and embankment, inclusive of the installation of a temporary perimeter fence. During the design period	Prov. Sum	1		R 3 000 000.00
2.6.1		Mark-up on item 2.6	%	R 3 000 000.00		
2.7		Travelling by means of a private motor vehicle. (Measured from with the unicity boundary)	Prov. Sum	1		R 100 000.00
2.7.1		Mark-up on item 2.7	%	R 100 000.00		
2.8		Electrical Applications/Improvements	Prov. Sum	1		R 50 000.00
2.8.1		Mark-up to item 2.8	%	R 50 000.00		
2.9		Documentation of Reservoir progress	Prov. Sum	1		R 75 000.00
2.9.1		Mark-up on item 2.9	%	R 75 000.00		
2.10		Additional specialist testing of insitu. soils and concrete structures	Prov. Sum	1		R 500 000.00
2.10.1		Mark-up on item 2.10	%	R 500 000.00		
Total Carried forward to Summary						

C2: PRICING DATA: SCHEDULE OF QUANTITIES (Continued): PSC 2023/001

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT R
3	PART 3	ADDITIONAL DUTIES				
3.1		Other Duties				
		Project Engineer	Hrs.	175		
		Design Engineer	Hrs.	200		
		Salarised professional staff at cents per R100 of the assumed TACE of R 750 000.00	Hrs.	150		
Total Carried Forward to Summary						
4	PART 4	PLOTTING, PRINTING AND COPYING				
4.1		Plotting on 80g/m² paper:				
		A0 Black	No.	100		
		A0 Colour	No.	25		
		A1 Black	No.	75		
		A1 Colour	No.	20		
		A2 Black	No.	50		
		A2 Colour	No.	15		
4.2		Printing on 80g/m² paper:				
		A3 Black	No.	250		
		A3 Colour	No.	150		
		A4 Black	No.	5000		
		A4 Colour	No.	1500		
4.3		Copying on 80g/m² paper:				
		A0 Black	No.	15		
		A1 Black	No.	20		
		A2 Black	No.	30		
		A3 Black	No.	50		
Total Carried Forward						

C2: PRICING DATA: SCHEDULE OF QUANTITIES (Continued): PSC 2023/001

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT R
Brought forward						
4.4		A4 Black	No.	1000		
		Plotting of As-Built Drawings on plastic film				
		A0 Black	No.	50		
		A1 Black	No.	25		
Total Carried Forward to Summary						
5	PART 5	CONSTRUCTION MONITORING				
		Resident Engineer/Technologist (Rate inclusive of travel)	months	18		
		Clerk of Works (Rate inclusive of travel)	months	18		
Total Carried Forward to Summary						

SUMMARY OF SCHEDULE OF QUANTITIES: PSC 2023/001

PART 1: ENGINEERING BASIC FEE	R
PART 2: DISBURSEMENTS	R
PART 3: ADDITIONAL DUTIES	R
PART 4: PLOTTING, PRINTING AND COPYING	R
PART 5: CONSTRUCTION MONITORING	_____
SUBTOTAL	_____
VALUE ADDED TAX 15%	_____
TOTAL CARRIED FORWARD TO FORM OF OFFER	_____

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

NAME (Block Capitals): _____ **Date** _____

SIGNATURE: _____

PART C3 : SCOPE OF WORK

C3.1 BACKGROUND

On the 4 May 2019, a portion of Mobeni 2 Reservoir collapsed resulting in the water stored in the reservoir to flood a private property adjacent to the site as part of the on ramp to Higginson Highway. At the time of the collapsed it was assumed that the recent torrential rains experienced had saturated the embankment resulting in a landslide at the toe of the embankment. Investigations post the collapse have suggested that the collapse of this reservoir could be a combination of the heavy rains experienced in the week as well as the removal of a large part of the embankment which compromised the stability of the slope.

C3.2 EMPLOYER'S OBJECTIVES

The water supply, since the collapse, has been provided by Mobeni 1 Reservoir and Mobeni Rear Reservoir. The current daily demand in this supply zone is being met however the 48hour storage requirement on all EWS facilities was compromised as result the collapse of Mobeni 2 Reservoir.

The employer's objective is to reinstate the existing Mobeni 2 Reservoir to its full capacity restoring the 48hour storage requirement, reinstate the collapsed embankment, inclusive soil reinforcement and an improved drainage system to protect the embankment and the reservoir in the future

C3.3 SCOPE OF WORK/PROJECT DESCRIPTION

This contract comprises the duties described under Clause 3.4 for the Design and Construction Supervision for the reinstatement of Mobeni 2 Reservoir. The Scope of Work to be undertaken by the PSP under this contract includes but not limited to the following:

- The reinstatement and commissioning of the existing collapsed reinforced concrete reservoir, inclusive of all ancillary works and associated chambers. The PSP will be required to determine the viability of such and provide alternatives, if required. The preferred option is then to the discretion of EWS.
- The collapsed embankment will be required to be reconstructed/reinstated. The reconstruction of this embankment is to include additional geo-technical enhancements such that slope stability is improved and not compromised in the future. This will also include protection of the existing pylon. In addition, adequate controlled stormwater run-off systems will need to be included.
- The improvement of stormwater drainage system within the confines of the reservoir complex. This includes but not limited to general stormwater run-off and scour valves/chambers discharge. It is preferred that all stormwater is diverted and discharged away from the steep embankment, west of the reservoir complex.
- The existing inlets, outlet, scour pipework for both tanks located along the collapsed embankment is to be relocated to a more suitable position.
- On the existing reservoir complex has telemetry, control valves and meters (on both the inlet and outlet pipelines) with their associated chambers. The pipework and chambers are outdated and will need upgraded to suit current EWS standards (This will include the power supply application and installation by contractor, if required)
- The PSP will be required to improve the security of the reservoir complex. This will include but not limited to:
 - Installation of a temporary fence and gate prior to the commencement of the construction stage, along the perimeter of the reservoir complex.

- Installation of permanent fence and gate, ClearVu Reinforced Security fence or similar approved, during the construction stage
- Flood lights positioned at strategic points in the reservoir complex
- All chambers to be reinforced concrete with lockable lids. This includes access to both reservoir tank
- Upgrading of the access road in the reservoir complex
- Removal of the existing backfill material on the walls and roof of both compartments and replace with 19mm concrete stone on the roof (inclusive of confinement), only. The PSP will be required to determine if the roof can cater for this weight as well as possible flooding situations. The additional storm water run-off expected will need to be catered for through an improved drainage system around the periphery of both tanks as well as within the reservoir complex.
- Expropriation of the land will be done by EWS, the PSP will be required to assist where necessary.

C3.4 Overview of the PSP Duties

The professional duties to be performed in terms of this contract by the Professional service provider (PSP) will be as defined in the latest version of the Engineering Guideline for Services and Processes for Estimating Fees for persons registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000).

The Guideline issued by ECSA under Section 34(2) of the Engineering Profession Act, 2000 (Act 46 of 2000) provides guidance for determining the services to be provided on projects and to facilitate estimations of appropriate fees.

The Scope of Services to be provided by the PSP on this project includes but is not limited to the following:

- Planning, Studies, Investigations and Assessments
- Normal Services
- Additional Services

The PSP will also be required to undertake Work and or services related to the Employers targeted procurement that could entail, but is not necessarily limited to any or all the following:

- Incorporation of any targeted participation goals and training outcomes,
- The measuring of key participation indicators,
- The selection, appointment and administration of participation and;
- Auditing compliance with the above by any contractors and/or professional consultant.

C3.4.1 Normal Services

The normal engineering consulting services are broken up into 6 stages. A detailed account of the services and deliverables to be provided at each stage are defined below.

Stage 1: Inception

During stage 1 the PSP shall:

- Setup and attend project meetings;
- Engage with the Employer to clarify/refine the Employer's requirements;
- Inspect the site and advise the employer if any additional surveys, analyses, tests and site or other investigations are required;

Deliverables for Stage 1 shall include:

- An inception report.
- Preliminary Programme for the works

Stage 2: Concept and Viability (AKA Preliminary Design)

During Stage 2 the PSP shall:

- Setup and attend design and consultants' meetings;
- Establish the concept design criteria.
- Establish regulatory authorities' requirements and incorporate into the design.
- Prepare initial concept design and related documentation.
- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- Participate in coordinated design interfaces with other consultants involved or other members of the design team.
- Liaise, co-operate and provide necessary information to the Employer, relevant stakeholders and other consultants involved.
- Provide cost estimates and life cycle costs, as required;
- Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and Employer and suitable for costing.
- Establish access, utilities, services and connections required for the design.

Deliverables for Stage 2 will include:

- Preliminary design report;
- Concept designs;
- Project cost Estimates.
- Revised Programme of works

Stage 3: Design Development (AKA Detailed Design)

During Stage 3 the PSP shall:

- Setup and attend design and consultants' meetings;
- Incorporate Employer's and authorities' detailed requirements into the design.
- Prepare design development drawings including draft technical details and specifications.
- Review and evaluate design and outline specification and exercise cost control.
- Prepare detailed estimates of construction cost for all elements that make up the project.
- Liaise, co-operate and provide necessary information others who are involved in the project.
- Submit the necessary design documentation to local and other authorities for approval.

Deliverables for Stage 3 will include:

- Detailed design drawings;
- Detailed design report;
- Detailed outline of Specifications
- Detailed estimates of construction costs.

Stage 4: Documentation and Procurement

During stage 4 the PSP shall:

- Attend design and consultants' meetings.
- Prepare specifications and preambles for the works.
- Accommodate services design.
- Check cost estimates and adjust designs and documents, if necessary, to remain within budget.
- Prepare documentation for contractor procurement in accordance with the requirements of eThekweni Municipality's SCM policy and process.
- Review designs, drawings and schedules in accordance with the requirements of eThekweni Municipality's SCM policy and process.

- Prepare tender bid specification report, tender and contract documentation for signature.
- Assist in pricing, documentation and tender evaluation as required.

Deliverables for Stage 4 will include:

- Completed construction procurement documentation;
- Tender evaluation report in accordance with eThekweni Municipalities standards;

Stage 5: Contract Administration and Inspection

During Stage 5 the PSP shall:

- Attend site handover.
- Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing, and specifications of structural steel sections and connections.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates of proposed variations for Employer decision-making.
- Attend regular site, technical and progress meetings, including community liaison meetings.
- Inspect the works for conformity to contract documentation
- Review the outputs of quality assurance procedures and advise the contractor and Employer on adequacy and need for additional controls, inspections and testing.
- Adjudicate and resolve financial claims by contractors.
- Deal with contractual claims by the contractor.
- Establish and maintain a financial control system.
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates to be issued by the principal agent.
- Witness and review of all tests and mock-ups carried out on site.
- Check and approve contractor drawings for compliance with contract documents.
- Update and issue drawings register.
- Issue contract instructions as and when required.
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- Inspect the works and issue practical completion and defects lists.
- Arranging for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings and operating manuals.

Deliverables for Stage 5 will include:

- schedules of predicted cash flow
- construction documentation
- drawing register including signed construction drawings
- estimates for proposed variations
- contract instructions
- financial control reports
- valuations for payment certificate
- progressive and draft final accounts
- practical completion and defects list
- all statutory certification and certificates of compliance as required by the local and other statutory authorities.

Stage 6 – Close-Out

During Stage 6 the PSP shall:

- Inspect and verify the rectification of defects.
- Receive, comment and approve relevant payment valuations and completion certificates.
- Prepare and/or procure as-built drawings and documentation.

- Conclude the final accounts where relevant.

C 3.4.2 Additional Duties

Additional duties that are required under any Stage above shall be remunerated on a time-based fee. The time-based fee for each staff member must be entered in Part C2 of this document.

C 3.4.3 Construction Monitoring

This contract requires construction monitoring by a competent and experienced professionally registered Site Engineer/Technologist with at least 12 years' experience construction of reinforced concrete water retaining structures.

Full-time Construction Monitoring (full-time staff resident and assistant on site for the duration of the works) will be required under this contract.

Accommodation, subsistence expenses and site allowances shall not be applicable to this tender and will not be paid by EWS.

C 3.4.4 Construction Quality Management System

A construction quality management system is to be set up as agreed with the professional team. This will ensure that during construction the Contractor meets his obligations in terms of the construction contract and will mitigate the risk of these standards not being achieved.

C3.5 INFORMATION PROVIDED BY EWS

The employer will make the following information available, if required:

- Cadastral information pertaining to the site.
- GIS data pertaining to the site.
- As built drawings relating to the site and the existing reservoir.
- Failure report (Internal); and
- Initial geotechnical engineering investigation report.

C3.6 SITE DESCRIPTION

The site in which the proposed works are to be carried out is located on Alamein Avenue at the eThekweni Municipality Mobeni Depot (GPS Co-ordinates 29°56'2.49" S; 30°57'17.87"E) in the South of Durban.

The site is owned by eThekweni Municipality and contains Mobeni 1 and 2 Reservoir which have a combined capacity of approximately 22.7 ML each.

C.3.7 CO-OPERATION WITH OTHERS WHO ARE DIRECLTY/INDIRECLTY INVOLVED

The *Service Provider* is to be aware that there will interaction with various branches within EWS and must take this into account in the preparation of his bid and pricing. Likewise, the *Service Provider* must be aware that although the *Employer* is represented by the WDNRW Branch, there are other Branches and Departments within the *Employer* who are indirectly involved in work taking place at reservoir sites (for example, Bulk Water Branch, Water network branch, Health and Safety Branch, M&E Branch as well as the C&I Branch).

C3.8 CONTRACT REQUIREMENTS

C3.8.1 General

The *Service Provider* shall:

- a) provide the services as described in this document in a manner that enables the Employer to achieve the programme objectives as set out in Section C3 of this Scope of Work;
- b) in the provision of the services observe all relevant statutes, by-laws and associated regulations, standards of professional conduct and “best practice”, as laid down, or recommended, by an applicable professional association, if any;
- c) provide the service in accordance with the requirements of the contract with reasonable skill, care and diligence which is to be expected of a competent Service Provider of the relevant discipline who is experienced in providing similar services in relation to projects of a similar size, scope and complexity
- d) manage and provide the services in such a manner that a minimum of 95% of the budget allocated to a particular financial year is spent by the end of that financial year; and
- e) endeavour to maintain continuity of staff in so far as it may be reasonable to do so.

C3.8.2 Record Information

All record information shall be provided in a suitable electronic format that can be opened using software that the *Employer* possesses.

PART C4: ANNEXURES

1. **PICTURES OF DAMAGED RESERVOIR**
2. **EXISTING MOBENI 2 RESERVOIR AS BUILTS**
3. **INTERNAL INCIDENT REPORT**
4. **GEO-TECH REPORT- POST COLLAPSE**

1. PICTURES OF COLLAPSED RESERVOIR

