



CLUSTER
Economic Development and Planning

UNIT
Development Planning, Environmental Management Unit

DEPARTMENT
Development Planning, Environmental & Management

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: 28352-ZE

Contract Title: PROVISION OF A PROFESSIONAL TEAM FOR THE PREPARATION OF BUSINESS PLANS FOR FUNDING FOR THE ISIPINGO REGENERATION PROGRAMME.

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: No Clarification Meeting.

Queries can be addressed to: Chantel Palayan
The Employer's Agent's: Tel: 031-311 7186
Representative: eMail: chantel.palayan@durban.gov.za. Email queries to be submitted by 07 March 2024 and consolidated answers to questions will be uploaded by 11 March 2024

TENDER SUBMISSION

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

Closing Date/ Time: Friday, 15 March 2024 at 11h00

FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Head of Department: Development Planning, Environmental & Management

Date of Issue: 01/03/2024

Document Version : 14/03/2023

FOR OFFICIAL USE ONLY

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

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PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited Provision of a Professional Team for the Preparation of Business Plans for Funding for the Isipingo Regeneration Programme.

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekweni Municipality as represented by: Head of Department: Development Planning, Environmental & Management	F.1.1.1
Tender Documents	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the National Treasury's eTenders website or the eThekweni Municipality's Website . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
Clarification Meeting	There is no clarification meeting.	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: Chantel Palayan Tel: 031-311 7186 eMail: chantel.palayan@durban.gov.za. Email queries to be submitted by 07 March 2024 and consolidated answers to questions will be uploaded by 11 March 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, 15 March 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: Head of Department: **Development Planning, Environmental & Management**

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

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

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

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

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

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

Chantel Palayan

Tel: 031-311 7186

eMail: chantel.palayan@durban.gov.za. Email queries to be submitted by 07 March 2024 and consolidated answers to questions will be uploaded by 11 March 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 (CI.14(4)) requires suppliers/ service providers/ contractors to be registered on the **eThekwini Municipality Central Supplier Database**.

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

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

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

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

F.2.2.2 The cost of the tender documents: 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 **eThekwini Municipality’s Website**. The entire electronically downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

F.2.6 Acknowledge addenda: 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:
There is no clarification meeting.

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

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

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

- Contract No. : **28352-ZE**
- Contract Title : **PROVISION OF A PROFESSIONAL TEAM FOR THE PREPARATION OF BUSINESS PLANS FOR FUNDING FOR THE ISIPINGO REGENERATION PROGRAMME.**

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**

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

- Date : **Friday, 15 March 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.3.4 Opening of Tender Submissions: Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6th Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

F.3.11 Evaluation of Tender Offers:

Eligibility

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

Functionality

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

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

Preference Point System

The 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 **20** 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

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**.

Goal Weighting %		
Ownership	Criteria	80/20
Race: Black	0%	
	>0% and <51%	8
	≥51% and <100%	15
	100%	20
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer’s status) <ul style="list-style-type: none"> • Companies and Intellectual Property Commission registration document (CIPC) • CSD report. • B-BBEE Certificate of the tendering entity. • Consolidated BBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). • Agreement for a Consortium, Joint Venture, or Trust. 		

RDP Goal: The promotion of South African owned enterprises

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

RDP Goal: The promotion of South African owned enterprises		
Goal Weighting 50%		
Location	80/20	90/10
Not in South Africa	0	na
South Africa	5	na
KZN	10	na
ETM	20	na
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer’s status) CSD report		

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

- (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)**.

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 Appeals

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

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

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

T1.2.3.5 Functionality Specification

Functionality Evaluation

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

Functionality Criteria	Subcriteria	Points	Evaluation Schedule
Tenderer's experience	Experience of service provider in undertaking work of similar type of work	30	A1
Proposed Organogram and staffing	Project organogram, duties and responsibilities of people allocated to the project	10	A2
Experience of Key Staff	General experience and qualification in relation to the service of key staff	20	A3
Approach Paper/ Methodology/ Programme	Methodologies to be adopted, project plan and programme, procedures and associated resources, risk management	40	A4
Maximum possible score for quality		100	

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

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

Level	pts	Criterion: Tenderer's Experience
0	0	No response/ no evidence of experience submitted
1	40	Tenderer has limited experience. Successfully completed 1 to 3 project of a similar nature within the past 10 years.
2	70	Tenderer has relevant experience and has dealt with the critical issues specific to the assignment. Successfully completed 4 to 6 projects of a similar nature within the past 10 years.
3	90	Tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances. The tenderer also has local experience, local implies within eThekweni Municipality. Successfully completed 7 to 10 projects of a similar nature within the past 10 years.
4	100	Tenderer has outstanding experience in projects of a similar nature, and has extensive local experience, local implies within eThekweni Municipality. Successfully completed Successfully completed 11 or more projects of a similar nature within the past 10 years.

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

Experience of Key Resources								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points
			Score 0	Poor (score 40)	Satisfactory (score 70)	Good (score 90)	Very good (score 100)	
Public and Stakeholder Engagement Facilitator	Degree/Diploma in Social Sciences, Community Studies/Development or Equivalent Qualification	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	20
Town Planner	Degree/Diploma in Town & Regional Planning	Pr SACPLAN	No submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	7
Business Development Specialist	Degree/Diploma in Business specializing in Business Management, Business Administration, Operations Management, Project Management or Equivalent Qualification	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	10
<p>Note 1: "experience" implies experience on projects of a similar nature with respect to the Scope</p> <p>Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification from a registered University or Institute of Technology.</p>								

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

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

The Tender Submission Documentation must be submitted in its entirety. All forms must be properly completed 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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T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages 15 to 36.

NOTE

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

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

Ref	Description	Complete or Circle Applicable	
1.1	Name of enterprise		
1.2	Name of enterprise's representative		
1.3	ID Number of enterprise's representative		
1.4	Position enterprise's representative occupies in the enterprise		
1.5	National Treasury Central Supplier Database Registration number	MAAA	
1.6	eThekweni 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: _____

T2.2.3 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?	<table border="1" style="display: inline-table;"> <tr> <td style="width: 50%;">YES</td> <td style="width: 50%;">NO</td> </tr> </table>	YES	NO
YES	NO		
If yes, furnish particulars:			
.....			
3.9 Have you been in the service of the state for the past twelve months?			
<table border="1" style="display: inline-table;"> <tr> <td style="width: 50%;">YES</td> <td style="width: 50%;">NO</td> </tr> </table>		YES	NO
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).

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

1.3 Preference Points for this tender shall be awarded for:

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

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

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

2.0 DEFINITIONS

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

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

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

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

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

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

Where:

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)	20	n/a		n/a
Total CLAIMED Points (20 Maximum)				n/a

RDP Goal: The promotion of South African owned enterprises		
Goal Weighting 50%		
Location	80/20	90/10
Not in South Africa	0	na
South Africa	5	na
KZN	10	na
ETM	20	na
Total CLAIMED Points (20 Maximum)		
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status)		
<ul style="list-style-type: none"> CSD report 		

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.

Circle Applicable	
YES	NO

4.1.1 If YES, provide particulars.

.....

.....

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

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

YES	NO
-----	----

4.2.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.3.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

T2.2.8 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

NOTES

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation).
 - (c) methods, factors or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid.
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

NAME (Block Capitals):

Date

SIGNATURE:

.....

.....

T2.2.9 JOINT VENTURES AGREEMENTS

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

T2.2.10 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.11 DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.12 CSD REGISTRATION REPORT


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

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

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

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

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.13 EXPERIENCE OF TENDERER

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

The experience of the tendering entity or joint venture partners in the case of an unincorporated joint venture or consortium, as opposed to the key staff members / experts, in projects of similar type and scale (> 5000 people) over the last five years will be evaluated. Tenderers must provide details of their knowledge of the local area and previous experience with key local stakeholders.

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

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

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

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

Level	Score	Criterion: Tenderer’s Experience
0	0	No response/ no evidence of experience submitted
1	40	Tenderer has limited experience. Successfully completed 1 to 3 project of a similar nature within the past 10 years.
2	70	Tenderer has relevant experience and has dealt with the critical issues specific to the assignment. Successfully completed 4 to 6 projects of a similar nature within the past 10 years.
3	90	Tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances. The tenderer also has local experience within eThekweni Municipality. Successfully completed 7 to 10 projects of a similar nature within the past 10 years.
4	100	Tenderer has outstanding experience in projects of a similar nature, and has extensive local experience within eThekweni Municipality. Successfully completed 11 or more projects of a similar nature within the past 10 years.

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.14 PROPOSED ORGANISATION and STAFFING

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

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

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

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

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

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

NAME (Block Capitals): _____

Date _____

SIGNATURE: _____

T2.2.15 PERSONNEL SCHEDULE

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.16 EXPERIENCE OF KEY PERSONNEL

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

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

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

CVs of the **Town Planner, Public and Stakeholder Engagement Facilitator and Business Development Specialist** of **not more than 2 pages each** should be attached to this schedule: Each CV should be structured under the following headings:

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

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

Experience of Key Resources in executing work of similar nature							
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years’ Relevant Experience on projects of a similar nature				Total Points
			Score 0	Poor (score 40)	Satisfactory (score 70)	Good (score 90)	
Public and Stakeholder Engagement Facilitator	Degree/Diploma in Social Sciences, Community Studies/Development or Equivalent Qualification	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	3
3Town Planner	Degree/Diploma in Town & Regional Planning	Pr SACPLAN	No submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	7
Business Development Specialist	Degree/Diploma in Business specializing in Business Management, Business Administration, Operations Management, Project Management or Equivalent Qualification	N/A	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	10
<p>Note 1: “experience” implies experience on projects of a similar nature with respect to the Scope</p> <p>Note 2: “accredited degree / diploma” implies a minimum 3 yr qualification from a registered University or Institute of Technology.</p>							

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

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.17 APPROACH PAPER / METHODOLOGY / PROGRAMME

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

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

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

The scoring of the approach paper will be as follows:

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

PART C1 : AGREEMENTS AND CONTRACT DATA

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.1 : OFFER

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

Contract No: **28352-ZE**

Contract Title: **PROVISION OF A PROFESSIONAL TEAM FOR THE PREPARATION OF BUSINESS PLANS FOR FUNDING FOR THE ISIPINGO REGENERATION PROGRAMME.**

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 - copied for ease of reference in C4.2).

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

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

The Employer is the eThekweni Municipality as represented by : Head of Department : **Development Planning, Environmental & Management**

3.4 & The authorised and designated representative of the Employer is: **Chantel Palayan**

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

• **031 311 3489**

• e-mail : **Chantel.Palayan@durban.gov.za**

• The address for the Receipt of communications is:

• **Physical: Ground Floor, Information Centre, 166 KE Masinga, City Engineers Building.**

• **Postal: PO Box 3858, Durban, 4004**

1 The Project is : **PROVISION OF A PROFESSIONAL TEAM FOR THE PREPARATION OF BUSINESS PLANS FOR FUNDING FOR THE ISIPINGO REGENERATION PROGRAMME.**

1 Period of Performance : **6 months**

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

1 Start Date : **Project to be deemed as commenced by the Project Manager after the inception meeting.**

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

3.5 The location for the performance of the Project is : **Isipingo**

- 3.6 The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
- 3.9.2 The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.
- 3.15.1 The programme shall be submitted within **14 Days** of the award of the Contract.
- 3.15.2 The Service Provider shall update the programme at intervals not exceeding **4 weeks**.
- 3.16 The time-based fees shall not be adjusted for inflation.
- 3.16.2 The indices are those contained in **Table A of P0141 Consumer Price Index** for “CPI for services” Published by Statistics South Africa.
- 4.3.1(d) The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
- 8.1 The Service Provider is to commence the performance of the Services within **14 Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when : **Period of performance expires after the maximum permitted 4 months , successful conclusion of the project or employer terminates project**
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **3 months**.
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer**.
- 11.1 A Service Provider may subcontract any work which he has the skill and competency to perform.
- 12.1 Interim settlement of disputes is to be by **Mediation**
- 12.2/3 Final settlement is by **Arbitration**.
- 12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by : **Association of mediators**

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.

PART C2 : PRICING DATA
C2.1 : PRICING INSTRUCTIONS

C 2.1.1 The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of subcontractors.

C 2.1.2 The sole basis for the remuneration of the Service Provider to be appointed to proceed with the project shall be:

C 2.1.2.1 a) Fees:

Professional fees shall be invoiced on a progressive prorata basis for services that have been approved and accepted by the Client, subject to the following:

The client's approval is to be obtained to proceed to the applicable stage being invoiced.

b) Professionals shall submit payment schedule detailing the percentages intended to be claimed

DISCIPLINE	DELIVERABLE	MILESTONE 1	MILESTONE 2	MILESTONE 3	MILESTONE 4
		Presentation of Identified Potential Projects & Types of Funding available	Formulation Of A Stakeholder Holder And Public Consultation And Engagement Plan With Relevant Programme	Develop And Prepare Business Plans According To Requirement Of Funding Options.	Submission Of Funding Applications & Business Plans
Town Planning	Identification of key implementable projects	60%	10%	15%	15%
Public and Stakeholder Engagement Facilitator	Identification of funding sources Identification of application process	20%	60%	20%	
Business Development Specialist	Preparation and packaging of application/s and business plan/s Submission and tracking of applications made. Close out report	25%		50%	25%

C2.2 : PRICING SCHEDULE

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1	Inception Report	R
2	Broad Categorization of Potential Projects and Presentation of Types of Funding Available	R
3	Stakeholder Identification and Engagement	R
4	Packaging of Application/s and Business Plan Submission	R
5	Presentation on Application/s Status and Close Out Report	R
TOTAL EXCLUDING VAT		R
VAT		R
TOTAL INCLUDING VAT (this value to be transferred to the Form of Offer)		R

NAME :

(Block Capitals)

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

DATE:

PART C3 : SCOPE OF WORK

C3.1 INTRODUCTION

The office of the Head of Department for Development Planning and Environmental Management has undertaken to re-establish the Isipingo Urban Regeneration Programme. Isipingo is one of the fastest growing secondary CBD' within eThekweni Municipality and holds significant industrial and logistical importance in the South Durban Basin. The regeneration of Isipingo sits on the backdrop of exponential decline in aesthetic appearance, crime and grime, heightened illegal dumping and overall environmental degradation. The revival of the Isipingo Regeneration Programme is underpinned by the need to begin the implementation interventions as proposed by the Isipingo Local Area Plan and the Isipingo CBD Urban Design Framework with the intention to reviving the realities and benefits of a clean and healthier Isipingo area.

C3.1.2. LOCALITY MAP

Located approximately 20km form Durban central, Isipingo is located in the southern region of Durban, known as the Durban South Basin. The Isipingo area is approximately 2344,41 Ha in extent and include Isipingo Rail, Isipingo Hill, Lotus Park, Orient Hill, Prospection Industrial, Malaba Hills, Malagazi, Old Durban Airport, Reunion and Isipingo Beach. Isipingo is located in Ward 90, Region 6 in eThekweni Municipality.

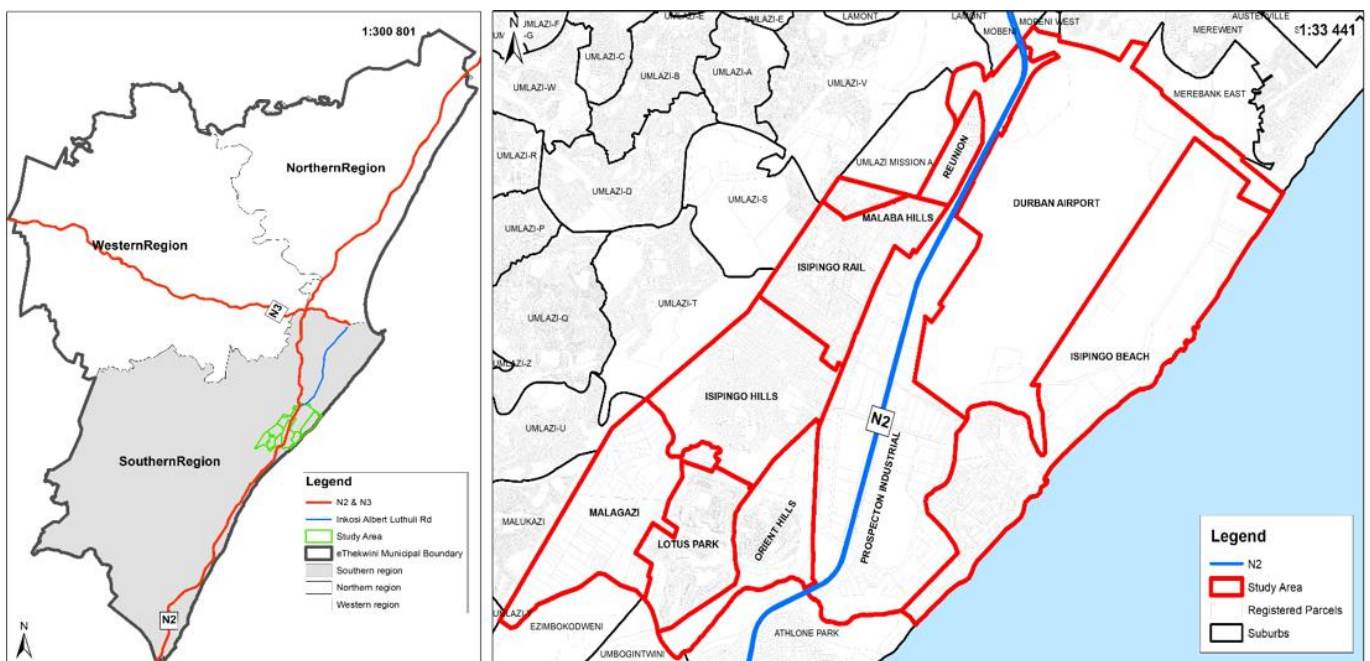


Figure 1: Isipingo Locality

C3.1.3. BACKGROUND

The Isipingo Regeneration Programme commenced in July 2017 with a multi-disciplinary Task Team appointed in August 2017. Starting off with a major clean-up campaign, led by the Mayor, parallel to it was the tactical approach from the department of Development Planning formulated to ensure that

the regeneration programme addressed the complaints and challenges faced by both the residential and business sectors within Isipingo.

Having read the Isipingo Local Area Plan of 2016 and having conducted *'in loco'* inspections of the Isipingo CBD and surrounds, it was unanimously agreed that there was a dire need for a specialized intervention to address the serious non-compliances by means of a steadfast application of the City's by-laws that would curb the social ills which are impacting negatively on all visitors, residents, and businesses operating within Isipingo. The approach and the model adopted by the team was termed *'business unusual'* where all deficiencies and complaints were dealt with in real time. This immediate response to challenges on the ground is what has made the team quite unique in that it is a rapid, multidimensional approach towards service delivery.

A multi-disciplinary Task Team comprised of officials from various departments who are professionals/specialists and experts in his/her respective field. The work streams targeted by the Task Team were centred around cleaning and maintenance; by-law management and development projects. The Team also relied on the consultation and participation of key stakeholders and role players in order to identify challenges and propose solutions. The combined efforts of all the members seconded to the Isipingo Regeneration Team resulted in a well-co-ordinated and improved service delivery programme. Parallel to that, the Isipingo CBD Urban Design Framework was produced in 2019 to refine the role of the Isipingo CBD, define a clear spatial development vision, rationalise the existing CBD layout, and develop detailed urban design in the form of a 3-dimensional block mode. The above interventions depict the City's work towards the 2030 Vision of eThekweni Municipality of being the most caring and liveable City in South Africa.

C3.2 EMPLOYER'S AIM AND OBJECTIVES

The purpose of this project is to revive the work that was started within Isipingo as a means to carry out urban regeneration. Such is envisioned to be done through:

- Reviving the existing Isipingo Regeneration Programme
- Providing support to the South Basin Area Based Management Cluster
- Securing funding for identified development projects
- Establishing strategic partnerships with public and private sector entities.

As result, the aim of the subject document relates to attaining assistance from a service provider that will be responsible for the examination of funding options and preparation of business plan proposals for submission to National Treasury and relevant National and Provincial sector departments. Funding obtained is intended to be used to implement project based recommendations that are outcomes of the Isipingo LAP report and the Isipingo CBD Urban Design Framework.

C3.2.1 THE KEY END PRODUCT DELIVERABLES REQUIRED INCLUDE THE FOLLOWING:

- Identification of key implementable projects
- Identification of funding sources
- Identification of application process
- Preparation and packaging of application/s and business plan/s
- Submission and tracking of applications made.

C3.3. SCOPE OF WORK

The scope of the services needed by the Consultant includes the following key phases:

Phase 1: Inception Report

Phase 2: Broad Categorization of Potential Projects and Presentation of Types of Funding Available

Phase 3: Stakeholder Identification and Engagement

Phase 4: Packaging of Application/s and Business Plan Submission

Phase 5: Presentation on Application/s Status

Phase 6: Close Out Report

Scope of Work Phases	
Activity	Description
Phase 1: Inception Report	Within 2 weeks of appointment, the consultant will be required to produce an Inception Report, unpacking the objectives of the project and detailing how these will be developed and achieved. The report should detail the scope of work, project approach, process to be followed, timelines (project programme), key deliverables and cash flow, and is to be developed in close consultation with the Municipality
Phase 2: Broad Categorization of Potential Projects and Presentation of Types of Funding Available	In this phase, the appointed consultant will use the Isipingo LAP and Urban Design Framework to examine relevant funding options existing with National Treasury and/or National and Provincial Sector departments for the implementation of development projects identified in the abovementioned documents. Funding options identified will be presented to the Municipality
Phase 3: Stakeholder Identification and Engagement	In this phase, stakeholder engagement with relevant internal line departments as well as external stakeholders relating to identified development projects will be consulted and inputs will form part application and business plan development.
Phase 4: Packaging of Application/s and Business Plan Submission	In this phase, the consultant will develop the relevant business plan and package funding applications accordingly. Additional information required for applications from the municipality will be provided by the municipality to the consultant.
Phase 5: Presentation on Application/s Status	This phase is will be used by the consultant to track application/s status to give sufficient feedback to the municipality.

Phase 6: Close Out Report	In this phase a close out report will be formulated to detail the journey of the work done, progress reached and the final outcome relating to the scope of work.
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C3.3.1 LIST OF BACKGROUND INFORMATION REPORTS AND OTHER REFERENCES

- eThekweni IDP and SDF (2022/2023)
- Isipingo LAP 2016
- Isipingo CBD Urban Design Framework 2019

*Above documents are all available on the EThekweni Municipality <https://www.durban.gov.za/pages/government/documents?d=DPEM/Documents%20%20Notices/S%20Strategic%20Spatial%20Planning/South%20Spatial%20Planning%20Region>

C3.3. 2 DETAILED MINIMUM REQUIREMENTS FOR VARIOUS PROFESSIONALS AND TEAM MEMBERS

A) Project Brief: Town Planner

The duties and responsibilities of the Town Planner will include but not limited to:

- The Town Planner will be the project lead, and must be registered with SACPLAN, managing all involved professionals while leading project towards completion.
- Town Planner will review and analyse the Isipingo LAP and Urban Design Framework to examine relevant funding options existing with National Treasury and/or National and Provincial Sector departments for the implementation of development projects identified in the abovementioned documents.
- Town Planner will categorize potential development projects into relevant streams for the purpose of aligning with relevant funding streams, e.g: infrastructure project, social projects, LED projects, etc)
- Town Planner will work closely with Business Development Specialist in formulating a development based motivation memorandum for identified projects that will be submitted for funding application.
- Town Planner will create high level conceptual plans/site development plans/layout plans to provide visual demonstrations of identified development projects being applied for funding.
- Presentation of funding options identified will be presented to the Municipality.
- Advising Municipality on best route to adopt in reviving the Isipingo Regeneration programme

C) Project Brief: Public and Stakeholder Engagement Facilitator

The duties and responsibilities of the Public and Stakeholder Engagement Facilitator will include but not limited to:

- Formulation of a stakeholder holder and public consultation and engagement plan with

relevant programme.

- Communicating the intended projects processes and progress to the relevant stakeholders.
- Conducting regular meetings with professionals, project team and relevant community structures within Isipingo.
- Engaging regularly with the Area Based Management cluster responsible with the Isipingo area with aims to understand the needs of the community and the overall area.
- Consultations with municipal line departments including but not limited to: Land Use Management Branch, Strategic Spatial Planning Branch, Economic Development Unit, Human Settlement, EThekweni Transport Authority, Roads and Storm Water, Water and Sanitation Department, Durban Waste Management, Coastal Storm Water and Catchment Management, Real Estate, Business Licensing (Informal Trade), Electricity Department, Parks and Recreation, Building Inspectorate, Architectural Department, Legal Services Department, Public Participation.
- Putting together a submission on project need basis.

C) Project Brief: BUSINESS DEVELOPMENT SPECIALIST

The duties and responsibilities of the Business Development Specialist will include but not limited to:

- The Business Development Specialist will work closely with the Town Planner in formulating a development based motivation memorandum for identified projects that will be submitted for funding application.
- Identify funding options available from National Treasury and/or National and Provincial Sector Departments based on challenges facing Isipingo along with implementable projects agreed on with project team and the EThekweni Municipality team including (but not limited to) Area Based Management, Isipingo Regeneration team and relevant line departments.
- Identify the application process and documents required for the identified funding options.
- Develop and prepare business plans according to requirement of funding options.
- Package and submit funding applications accordingly.

C3.4. PROJECT TIMEFRAMES

The project must be completed in a period of **Six (6) months** from the date of appointment. An inception report will be required within 2 weeks of appointment.

C3.5 END PRODUCT REQUIREMENT

The key end product deliverables required include the following:

- Identification of key implementable projects

- Identification of funding sources
- Identification of application process
- Preparation and packaging of application/s and business plan/s
- Submission and tracking of applications made.

C3.6. MEETINGS, ATTENDANCE, PRESENTATIONS AND REPORTING REQUIREMENTS

Meetings: The Consultant will be required to attend sufficient meetings with Council staff as necessary to ensure the successful completion of the project, as well as record and summarise minutes and complete an attendance register for each meeting.

Workshops: The Consultant will be required to attend and facilitate sufficient workshop sessions as necessary to ensure the successful completion of the project.

Presentations: The Consultant will be required to make milestone presentations to municipal departments, relevant committees of council and other stakeholders (including affected property owners/developers and the general public) as required.

C.3.7. METHOD OF REIMBURSEMENT

Payment will be made at relevant milestones upon the submission and approval of the final report at each milestone. Milestones are to be discussed and agreed upon in the inception report.

C.3.8. PENALTY CLAUSES AND PAYMENT INCENTIVES

In the event of non-adherence to timeframes without due notice (2 weeks) a percentage of the consultant's fees may be deducted per week of overdue submission.

C3.9 COPYRIGHT AND CONIDITIONS

Other conditions to be adhered to include:

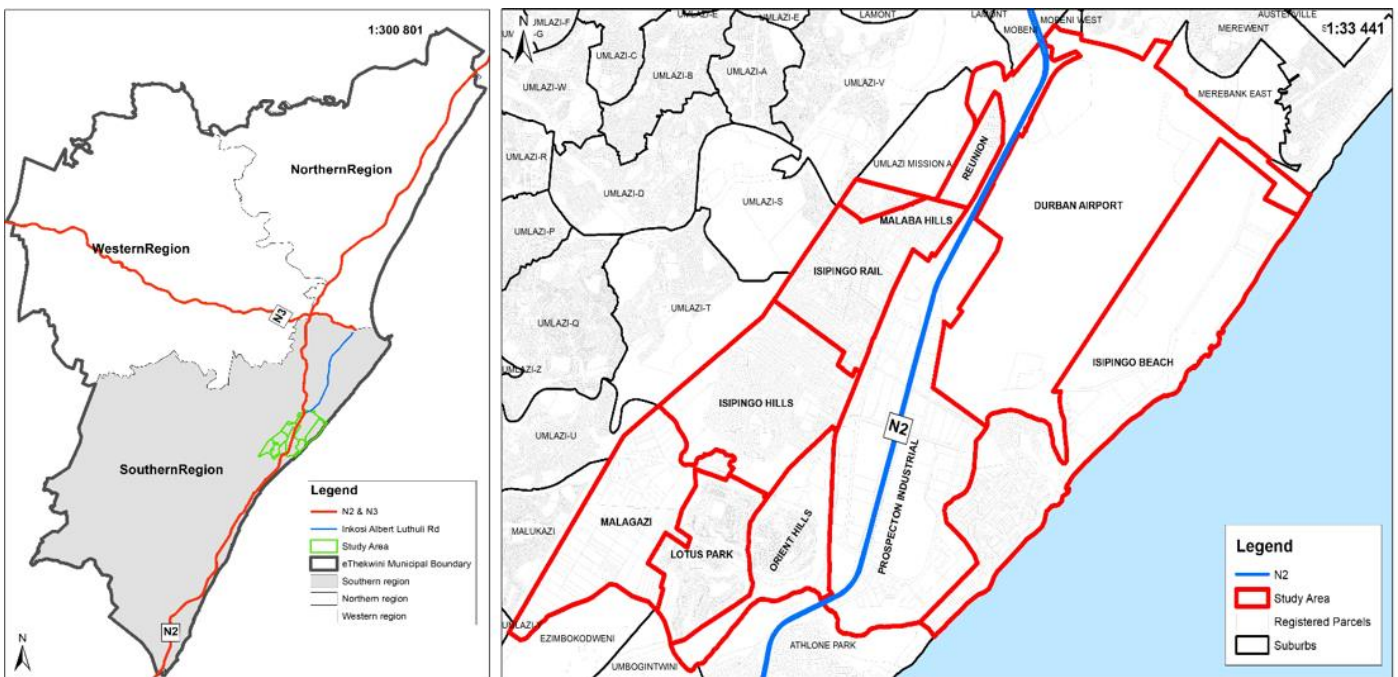
- **Correspondence:** All written correspondence on the project is to be addressed to the Project Manager
- **Professional Indemnity:** The Consultant warrants that sufficient professional and personal insurance is held and will be maintained throughout the period of the project.
- **Non-disclosure and confidentiality:** The Consultant shall treat any documents or material received from the Client or any other Consultant as strictly confidential, and shall not disclose such information to other parties without approval. Any disclosures through media or other releases shall be limited to those authorized by the client.
- **Copyright:** Ownership and copyright of all documents and material produced in fulfilment of this

project vests with the Head: Development Planning, Environment and Management. In the event of termination of this appointment, the Department reserves the right to use all or any of the documentation for completion of the project.

- **Appointment of Sub-consultants:** The appointment of sub-consultants may be permitted with the consent of the Head: Development Planning and Management. Payment and management of sub-consultants will be the responsibility of the Principal Consultant making the appointment.

PART C4 : SITE INFORMATION

C4.1 LOCALITY PLAN



3.3 ANNEXURES

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

Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

Note:

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

STANDARD PROFESSIONAL SERVICES CONTRACT

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Standard Professional Services Contract