

DEPARTMENT
TECHNICAL SERVICES
DIRECTORATE
eThekweni Water Services
DIVISION
Engineering

PROCUREMENT DOCUMENT
Professional Services (CIDB PSC)

Documents can be obtained, free of charge, in electronic format, from the National Treasury's eTenders website or the eThekweni Municipality website

Contract No: 34787-5W

Contract Title: Professional Services Contract for the Design and Replacement of Water Mains within eThekweni Municipality's Supply Area for a Period of 36 Months

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: Compulsory Clarification Meeting

Meeting Location: 3 Prior Road, Durban, Third Floor, Room 301

Date, Time: 24 March 2026 at 10:00

Queries can be addressed to: Sivashan Pillay

The Employer's Agent's: Tel: 031 322 2636

Representative: eMail: sivashan.pillay@durban.gov.za. Bidders are requested to submit email queries related to the bid. All email queries are to be submitted by **02 April 2026** and Email questions and answers will be consolidated and posted on eTenders/Municipal website/SSS for the benefit of all Tenderers by **09 April 2026**.

TENDER SUBMISSION

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

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

Closing Date/ Time: 17/04/2026 at 11h00

JDE Submission: An **electronic submission** is also to be made via the eThekweni Municipality **JDE System (SSS Module)**

JDE Queries Contact:

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

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

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Director: Engineering

Date of Issue: 13/03/2026

Version: 01/12/2025

FOR OFFICIAL USE ONLY

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

INDEX to PROCUREMENT DOCUMENT

TENDER PART	Part T1	TENDERING PROCEDURES		Page
		T1.1 Tender Notice and Invitation to Tender		
		T1.1.1 Tender Notice and Invitation to Tender		2
		T1.1.2 Notes to Tenderers		5
		T1.1.3 Information Regarding the eThekweni JDE System		3
		T1.2 Tender Data		
		T1.2.1 Standard Conditions of Tender		7
		T1.2.2 Tender Data (<i>applicable to this tender</i>)		16
		T1.2.3 Additional Conditions of Tender		24
		Part T2	RETURNABLE DOCUMENTS	
T2.1 List of Returnable Documents			32	
T2.2 Returnable Schedules, Forms and Certificates			32	

CONTRACT PART	Part C1	AGREEMENT AND CONTRACT DATA		Page
		C1.1 Form of Offer and Acceptance		
		C1.1.1 Offer		58
		C1.1.2 Acceptance		59
		C1.1.3 Schedule of Deviations		60
		C1.2 Contract Data		
		C1.2.1 Standard Conditions of Contract		61
		C1.2.2 Contract Data		61
		C1.2.3 Additional Conditions of Contract		66
		Part C2	PRICING DATA	
	C2.1 Pricing Assumptions / Instructions			68
	C2.2 Bill of Quantities (separate page numbering system).....			70
	Part C3	SCOPE OF WORK		Page
		C3.1 Background		80
		C3.2 Employer's Objectives		80
		C3.3 Description of Work		80
		C3.4 Project Area		81
		C3.5 Information to be Provided by EWS		81
		C3.6 Scope of Services		82
		C3.7 Construction Quality Management System		91
C3.8 Omission and Errors			91	
C3.9 Co-Operation with Others who are Directly/Indirectly Involved			91	
C3.10 Team Structure			91	
C3.11 Key Performance Indicators			93	
C3.12 Contract Requirements			93	
C3.13 Institutional Social Development Consultant			94	
C3.14 Provision of Security			95	
C3.15 Facilities and Equipment			95	
C3.16 Annexures			96	

PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the provision of Professional Services related to the review of previous designs, preparation of new designs, and construction monitoring of water main replacements within eThekweni Municipality.

Subject	Description	Tender Data
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Director: Engineering	C.1.1.1
Tender Documents	Documentation is to be downloaded from the National Treasury's eTenders website or the eThekweni Municipality Website : <ul style="list-style-type: none"> • https://www.etenders.gov.za/ • https://www.durban.gov.za/pages/business/procurement 	C.1.2
Meeting Type	Compulsory Clarification Meeting	C.2.7
Meeting Details	3 Prior Road, Durban, Third Floor, Room 301 24 March 2026 at 10:00	C.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Sivashan Pillay Tel: 031 322 2636 eMail: sivashan.pillay@durban.gov.za.	C.1.4
Submitting a Tender Offer	The Tender Offer (hard copy) shall be delivered to: The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban An electronic submission , via the eThekweni Municipality JDE System (SSS Module) , is also to be made. Refer to Part T1.1.2 and Tender Data: C.2.13. Notwithstanding the electronic submission , a tender offer will only be deemed valid if the "hard copy" submission has been made.	C.2.13
Closing Time	The Tender Offer (hard copy) shall be delivered, and the electronic submission completed, both on or before 17/04/2026 , at or before 11h00.	C.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System , as specified in the SCM Policy: Section 52: Preferential Procurement will be applied in the evaluation of tenders. Tender Data: C.3.11: Evaluation of Tender Offers details the awarding of Preference Points, and other related evaluation requirements.	C.3.11

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

CIDB B.U.I.L.D. Programme Standards

Standard for Developing Skills through Infrastructure Contracts	Not Applicable
---	-----------------------

T1.1.2: NOTES TO TENDERERS

These “Notes to Tenderers” are intended to provide guidance regarding tendering obligations and requirements.

Compliance requirements are stated in the relevant parts of the Tender Data: T1.2.

GENERAL

- 1) The words BID, TENDER, QUOTATION, and REQUEST FOR QUOTATION (RFQ) are interchangeable throughout this procurement document.
- 2) **JDE-SSS Module** refers to the Supplier Self Service module on the eThekweni Municipality JDE System. Refer to Part T1.1.2.

eThekweni Supply Chain Management Policy (SCMP)

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

1) Section 14(4): ETM Supplier Database

The eThekweni Supply Chain Management Policy requires suppliers/ service providers/ contractors to be registered on the **eThekweni Municipality's Supplier Portal**.

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

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

The following is to be noted:

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

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

Audited Financial Statements are required to be submitted if the value of the tender offer exceeds R10 million (incl. VAT). See **Returnable Form: MBD 5** and **Returnable Form: Contracts awarded by Organs of State** in the past 5 years.

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

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

4) Section 13.1(b)(vii), 20(1)(d)(ii), 28.2(d), 29.6(a), 38.1(d), and 29.14: Municipal Rates and Taxes (Fees)

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

5) Section 21.2: Tender Validity

Tenders are to remain valid for twelve (12) months after the expiry of the **original tender validity period** as stated in the **Tender Data**, unless the Municipality is notified, in writing, of anything to the contrary.

The eThekweni Municipality reserves the right to request confirmation from Tenderers of tender validity at any time during the twelve (12) month period.

6) Section 28(2)(d), Section 28(2)(h) and Section use 29(12): Certifications and Registrations

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

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

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

7) Section 28(2)(f), and 52.5.13: Joint Ventures (JV)

Each party of a JV must submit separate Tax Compliance Status PINs. Unless otherwise stated, the requirements for a single entity submission in terms of documentation requirements, will apply to each member of a JV making a submission.

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

8) Section 49.1.2: Complaints and Objections (Appeals)

A non-refundable tariff, as per the approved Council tariffs, is payable by the Complainant to the Municipality. Proof of the payment of the Fee must be attached to the complaint.

CIDB

B.U.I.L.D. Programme

- 9) A programme to accelerate transformation in the construction industry, increase the capacity of the construction industry to deliver infrastructure and support the growth of emerging contractors, was launched on 14 March 2024 by the Deputy Minister of Public Works and Infrastructure and the Construction Industry Development Board.

Details of the B.U.I.L.D. Programme were published in a Government Gazette in 2020 (GG 43726) and B.U.I.L.D. has gradually been phased in at various levels of government and the private sector. The CIDB, a public entity with the mandate to promote improved performance in construction, oversees the programme and manages the B.U.I.L.D Fund.

The B.U.I.L.D programme determines that public sector entities which implement construction projects, that meet certain minimum requirements, must include developmental goals to the deliverables defined in the tenders. If applicable, Contractors are required to include these goals in the plans and pricing when they submit their tender bids.

T1.1.3: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM

This Part (T1.1.3) is for information purposes only.

Compliance requirements are stated in Part T1.2: Tender Data.

1) General

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

This JDE System will be used for:

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

2) Registrations

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

National Treasury: Central Supplier Database

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

eThekweni Municipality Supplier Portal

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

eThekweni Municipality JDE System

- Service providers requiring access must send an email to supplier.selfservice@durban.gov.za
A copy of the **Director's ID** is required:
- On receipt of this email, the Procurement and Supply Chain Management (P&SCM) Directorate will respond with the login credentials and a link to the **JDE System**.

3) Assistance with using the JDE System

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

General Queries:

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

Technical Queries:

- Jabulani Chauke Tel: 031 322 9535
 Email: Jabulani.Chauke@durban.gov.za

4) Viewing of available tenders

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

5) **Tender documentation**

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

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

6) **Submission of tender offers**

Reference is to be made to the **Tender Data: C.2.13** that specifies compliance requirements.

Should the **Tender Offer** be required in "hard copy" format, the submission is to be delivered to the Delivery Location as stated in the **Tender Data**.

In addition to the above, **Tender Offers are also to be SUBMITTED ELECTRONICALLY** (uploaded) on the eThekweni Municipality JDE System (Supplier Self Service (JDE-SSS) Module). Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the "hard copy" submission has been made. The "hard copy" submission will be deemed to be the ruling version.

Bidders are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time, as stated in the **Tender Data: C.2.15**.

7) **Viewing the Tender opening schedule**

Users on the **JDE System** will be able to view the **Tender Opening Schedule** for each closed Tender. The tender opening schedule will also be made available on the eThekweni Municipal website at URL: <https://www.durban.gov.za/pages/business/publication-of-received-bids>

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 C** of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 42622, Board Notice 423 of 8 August 2019, as duplicated below.

The Standard Conditions of Tender make several references to the **Tender Data** for details that apply specifically to this tender. The **Tender Data** (T1.2.2) shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.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 impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

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

C.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.

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.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.

C.1.3.2 These conditions of tender, the **Tender Data** and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

- **conflict of interest** means any situation in which:
 - someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- **comparative offer** means the price after the factors of a non-firm price and all unconditional **discounts** it can be utilised to have been taken into consideration;
- **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the **Tender Data**.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

1. due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
2. funds are no longer available to cover the total envisaged expenditure;

3. no acceptable tenders are received;
4. there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the *original* tender invitation was advertised.

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the **Tender Data**, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the **Tender Data** require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the **Tender Data** shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or

<p>distort competition or have a discriminatory effect.</p>	<p>which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.</p>
<p>C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p>	<p>C.2.2 Cost of tendering</p>
<p>C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p>	<p>C.2.2.1 Accept that, unless otherwise stated in the Tender Data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
<p>C.1.6.3 Proposal procedure using the two stage-system</p>	<p>C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.</p>
<p>C.1.6.3.1 Option 1</p>	<p>C.2.3 Check documents</p>
<p>Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the Tender Data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.</p>	<p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
<p>C.1.6.3.2 Option 2</p>	<p>C.2.4 Confidentiality and copyright of documents</p>
<p>C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.</p>	<p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
<p>C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage, in terms of the method of evaluation stated in the Tender Data, and award the contract in terms of these conditions of tender.</p>	<p>C.2.5 Reference documents</p>
<p>C.2 Tenderer's obligations</p>	<p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.</p>
<p>C.2.1 Eligibility</p>	<p>C.2.6 Acknowledge addenda</p>
<p>C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the Tender Data and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p>	<p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the Tender Data, in order to take the addenda into account.</p>
<p>C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria</p>	

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the **Tender Data**.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the **Tender Data**.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the **Contract Data**. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the **Tender Data**.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the **Contract Data**.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the **Tender Data**. The conditions of contract identified in the **Contract Data** may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the

tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the **Tender Data**, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the **Tender Data** or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the **Contract Data** and described in the scope of works, unless stated otherwise in the **Tender Data**.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the **Tender Data**, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the **Tender Data**. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the **Tender Data**, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the **Tender Data**, place and seal the returnable documents listed in the **Tender Data** in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the **Tender Data**, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the **Tender Data**.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the **Tender Data**.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the **Tender Data** not later than the closing time stated in the **Tender Data**. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the **Tender Data** for any reason,

the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the **Tender Data** after the closing time stated in the **Tender Data**.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the **Tender Data** for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including

<p>notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.</p> <p>Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.</p>	<p>C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:</p> <ul style="list-style-type: none"> • an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements; • the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or • in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.
<p>C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.</p>	
<p>C.2.19 Inspections, tests and analysis</p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the Tender Data.</p>	
<p>C.2.20 Submit securities, bonds and policies</p> <p>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the Contract Data.</p>	<p>C.3.2 Issue Addenda</p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.</p>
<p>C.2.21 Check final draft</p> <p>Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.</p>	
<p>C.2.22 Return of other tender documents</p> <p>If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the Tender Data.</p>	<p>C.3.3 Return late tender offers</p> <p>Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
<p>C.2.23 Certificates</p> <p>Include in the tender submission or provide the employer with any certificates as stated in the Tender Data.</p>	<p>C.3.4 Opening of tender submissions</p>
<p>C.3 The employer's undertakings</p>	
<p>C.3.1 Respond to requests from the tenderer</p>	
<p>C.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.</p>	<p>C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the Tender Data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p> <p>C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name</p>

<p>of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.</p>	<p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> • complies with the requirements of these Conditions of Tender, • has been properly and fully completed and signed, and • is responsive to the other requirements of the tender documents.
<p>C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.</p>	
<p>C.3.5 Two-envelope system</p>	
<p>C.3.5.1 Where stated in the Tender Data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the Tender Data and announce the name of each tenderer whose technical proposal is opened.</p>	<p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> • detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, • significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or • affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. <p>Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
<p>C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the Tender Data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.</p>	<p>C.3.9 Arithmetical errors, omissions and discrepancies</p>
<p>C.3.6 Non-disclosure</p>	<p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p>
<p>Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.</p>	<p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ul style="list-style-type: none"> • the gross misplacement of the decimal point in any unit rate; • omissions made in completing the pricing schedule or bills of quantities; or • arithmetic errors in: <ul style="list-style-type: none"> • line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or • the summation of the prices.
<p>C.3.7 Grounds for rejection and disqualification</p>	<p>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either</p>
<p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>	
<p>C.3.8 Test for responsiveness</p>	

confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the **Tender Data** associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- Open and record tender offers received
- Determine whether or not tender offers are complete
- Determine whether or not tender offers are responsive
- Evaluate tender offers
- Determine if there are any grounds for disqualification
- Determine acceptability of preferred tenderer
- Prepare a tender evaluation report
- Confirm the recommendation contained in the tender evaluation report .

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the **Tender Data**.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the **Contract Data**, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- has the legal capacity to enter into the contract;
- is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- complies with the legal requirements, if any, stated in the **Tender Data**; and
- is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- addenda issued during the tender period,
- inclusion of some of the returnable documents and
- other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the **Tender Data** of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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.

C.1: GENERAL**C.1.1 The employer:**

The Employer for this Contract is the **eThekwini Municipality** as represented by:
Deputy Director: Engineering

C.1.2 Tender documents:

The Tender Documents issued by the Employer comprise:

- 1) The Procurement Document comprising of the PARTS as listed in the “INDEX” on page 1.

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

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

Tenderers are to regularly check both web sites for the downloadable documentation.

C.1.4 Communication and employer’s agent:

The Employer’s Agent is:

Name: Truman Hardon
Tel: 031-311-8536
eMail: Truman.Hardon@durban.gov.za

The Employer’s Agent’s Representative is:

Name: Sivashan Pillay
Tel: 031-322-2636
eMail: Sivashan.Pillay@durban.gov.za

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

C.1.6 Procurement procedures:

The following Sections of the **Standard Conditions of Tender** are not applicable to this tender:

- **C.1.6.2: Competitive negotiation procedure, and**
- **C.1.6.3: Proposal procedure using the two-stage system.**

C.2: TENDERER'S OBLIGATIONS**C.2.1 Eligibility:**

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

C.2.1.1 Eligibility: General

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

- (a) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting, or
 - ii) the Tenderer fails to have **Returnable Document “Certificate of Attendance at Clarification Meeting / Site Inspection”** signed by the Employer’s Agent or their representative at the meeting.
- (b) At the time of tender closing, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** and the **eThekwini Municipality Supplier Portal**. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers are to reference **Returnable Document “Compulsory Enterprise Questionnaire”** (section 1.5) and **Returnable Document “CSD Registration Report”**.
- (c) In the case of Joint Venture (JV) submissions, two or more JV entities have common directors/ shareholders or common entities tendering for the same works.
- (d) The following documentation is not completed in full, signed, and returned with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
 - T2.2.1: Compulsory Enterprise Questionnaire.
 - T2.2.3: MBD 4: Declaration of Interest.
 - T2.2.4: MBD 5: Declaration for Procurement Above R10 Million.
 - T2.2.7: MBD 8: Declaration of Bidder’s Past SCM Practices.
 - T2.2.8: MBD 9: Certificate of Independent Bid Determination.
 - T2.2.9: Declaration of Municipal Fees
- (e) The certificates listed in the **Tender Data: C.2.23: Certificates** are to be included with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
 - T2.2.1: SARS Tax Compliance Status - PIN Issued (submitted with the Compulsory Enterprise Questionnaire).
 - T2.2.10: Central Supplier Database (CSD) Report.

C.2.2.2 The cost of the tender documents:

Replace this paragraph with the following:

“Documents are to be downloaded, free of charge, from the **National Treasury’s eTenders website** and/ or the **eThekwini Municipality’s Website**.”

C.2.5 Reference documents:

Tenderers are to obtain their own copies of:

- 1) The **Conditions of Contract** identified in Section C1.2.1.1.
Tenderers/ Contractors are required to obtain their own copies.
- 2) The **Specifications** identified in Section C3.3.1.
Tenderers/ Contractors are required to obtain their own copies.
- 3) The following acts, regulations, policies, and standards referred to in this document, including but not limited to:
 - The Employer’s Supply Chain Management Policy (as at advertising date).
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and

- the Construction Regulations (2014).
- The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013 as amended).
- The Preferential Procurement Policy Framework Act (PPPFA), and the PPPFA Regulations (November 2022).
- Any other eThekweni Policy documents referenced in the Tender Documents.

C.2.6 Acknowledge addenda:

Add the following paragraphs:

“Addenda will be published on the **eThekweni Municipality website** as stated in **Tender Data: C.1.2**. Tenderers are to ensure that this website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the **Tender Data**.”

“Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda.”

Failure of the Tenderer to comply with the requirements of the addenda will result in the tender submission being made non-responsive.

C.2.7 Clarification meeting:

Clarification Meeting Type: Compulsory Clarification Meeting

3 Prior Road, Durban, Third Floor, Room 301, 24 March 2026 at 10:00

Bidders are requested to submit emailed queries related to the bid. All emailed queries are to be submitted to the **Employer’s Agent’s Representative** (refer to C.1.4) by 2026/04/02. Emailed questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by 2026/04/09.

In the event of a Compulsory Clarification Meeting the Tenderer’s representative(s) must be able to clearly convey the discussions at the meeting to the person(s) responsible for compiling the entity’s tender offer.

If an attendance register is applicable, Tenderers must sign the attendance register and provide the name of the tendering entity.

Tenderers are referred to Clause C.2.1.1(a).

C.2.10.2 Pricing the tender offer:

The following is to be noted in terms of Tenderers being **VAT Registered**, or being a **Non-VAT Vendor** (ie. not VAT registered).

If the Tenderer is **VAT registered**, the Tenderer’s Rates in the Bill of Quantities (BoQ) are to exclude VAT. VAT is to be shown separately on the BoQ summary page, and on the Form of Offer (Part C1.1.1).

If the Tenderer is a **Non-VAT Vendor**, the Tenderer’s Rates in the Bill of Quantities are to include VAT. VAT is not to be shown separately on the BoQ summary page, or on the Form of Offer (Part C1.1.1). VAT will not be added to, or deducted from, rates or prices submitted from **Non-VAT Vendors**. The tendered priced will be deemed to include all VAT, taxes, and any applicable excise duties.

Tenderers are to refer to Part C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS prior to pricing the tender offer.

C.2.12 Alternative tender offers:

No alternative tender offers will be considered.

C.2.13 Submitting a tender offer:

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

The **Tender Offer** (hard copy) is to be delivered to the following **delivery address**:
the Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban

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

- Contract No. : **34787-5W**
- Contract Title : **Professional Services Contract for the Design and Replacement of Water Mains within eThekweni Municipality’s Supply Area for a Period of 36 Months**

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

Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the “hard copy” submission has been made. The “hard copy” submission will be the governing submission.

The Tender documentation, issued by the eThekweni Municipality (refer to **Tender Data: C.1.2**), is to be printed in its entirety. Printing should be done on white A4 paper, with printing on only one side of the paper. (It is suggested that the Tender documentation is not stapled, or punched for filing, prior to scanning, as this could affect the scanning process.)

After completion and signature (using **BLACK INK**), the entire Tender document is to be scanned to a single PDF (**P**ortable **D**ocument **F**ormat) document, at a resolution of 300 DPI (dots per inch). The PDF document is to be uploaded via the (Tender specific) upload option on the JDE System (SSS Module). Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time (**Tender Data: C.2.15**).

Tender Offer delivery, and the electronic submission on the JDE System, are both to be completed on or before the closing date/ time stated in the **Tender Data: C.2.15**.

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

C.2.15 Closing date and time:

The closing time is:

- **Date : Friday, 17 April 2026**
- **Time : 11h00**

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

C.2.16 Tender offer validity:

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

In terms of the SCM Policy (Cl.21.2) tenders must remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary by the tenderer.

The eThekweni Municipality reserves the right to request confirmation from Tenderers of tender validity at any time during the twelve (12) month period.

C.2.23 Certificates:

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

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

1) SARS Tax Compliance Status – PIN Issued

Reference is to be made to **Returnable Document “Compulsory Enterprise Questionnaire”** which requires the “SARS Tax Compliance Status – PIN Issued” to be included with this returnable document.

2) Central Supplier Database (CSD)

Reference is to be made to **Returnable Document “CSD Registration Report”**.

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

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

The date of obtaining the CSD printout is to be indicated on the printout and should be on or after the date of advertising of this tender.

Failure to comply with 1) and 2) above will result in the tender offer being deemed non-responsive.

C.3: THE EMPLOYER'S UNDERTAKINGS

C.3.1.1 Respond to requests from the tenderer:

Replace the words “five working days” with “three working days”.

C.3.2 Issue addenda:

Add the following paragraph:

“Addenda will be published on the National Treasury’s **eTenders-Website** and/ or the **eThekweni Municipality Website.**” (Refer to **Tender Data: C.1.2**).

C.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 P&SCM Boardroom, 6th Floor, (Municipal Building), 166 KE Masinga Road, Durban.

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

C.3.9 Arithmetical errors, omissions and discrepancies:

Add the following Clause:

“C.3.9.5 Reject a tender offer if the Tenderer does not accept the correction of the arithmetical error in the manner described in C.3.9.4.”

Any interactions between the Tenderer and the Employer in terms of this clause will be conducted through the Employer’s Agent (or Representative) as identified in **Tender Data C.1.4**.

C.3.11 Evaluation of Tender Offers:**Eligibility**

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in the **Tender Data: C.2.1**. Tenders 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 **Part 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 **SCM Policy: Section 52: Preferential Procurement**.

The **80/20** preference points system, for requirements with a Rand value of up to R50,000,000 (all applicable taxes included), will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified below.

Price Points

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

A maximum of 80 points is allocated for price on the following basis:

80/20 Procurement System

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

Where: Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

Preference Points

Reference is to be made to **Returnable Form: MBD 6.1: Preference Points Claim**.

The Basket of Preference Goals (SCM Policy Section 52.7)

The provisions of the SCM Policy: **Section 52.7: The Basket of Preference Goals** shall apply. Reference is to be made to **Returnable Form: MBD 6.1: Preference Points Claim**.

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

- **Ownership Goal**

Goal Weighting: **60%**

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

Ownership Categories	Criteria	80/20
Race: Black	Equals 0%	0
	Between 0% and 51%	1.6
	Greater or equal to 51% and less than 100%	3.2
	Equals 100%	4
Gender: Female	Equals 0%	0
	Between 0% and 51%	1.6
	Greater or equal to 51% and less than 100%	3.2
	Equals 100%	4
Disabilities	Equals 0%	0
	Between 0% and 51%	1.6
	Greater or equal to 51% and less than 100%	3.2
	Equals 100%	4

Maximum Ownership Goal Points: 12

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

- Companies and Intellectual Property Commission registration document (CIPC)
- CSD report.
- B-BBEE Certificate of the tendering entity.
- Consolidated 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**

Goal Weighting: **40%**

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

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

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

C.3.13 Acceptance of tender offer:

In addition to the requirements of **Tender Data: C.3.13** of the **Standard Conditions of Tender**, tender offers will only be accepted if:

- (a) The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- (b) The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- (c) The Tenderer or any of its directors/ shareholders are **not listed on the Register of Tender Defaulters**, in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business with the public sector.
- (d) The Tenderer has not:
 - i) Abused the Employer's Supply Chain Management System; or
 - ii) Failed to perform on any previous contract and has been given a written notice to this effect.
- (e) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations (2014), issued in terms of the Occupational Health and Safety Act (1993), the **necessary competencies and resources to carry out the work safely**.

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

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

C.3.15 Complete adjudicator's contract:

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

C.3.17 Copies of contract:

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

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 Complaints and Objections (Appeals)

Reference is to be made to Clause 49 of the eThekwini Supply Chain Management Policy.

In terms of Section 49 of the eThekwini SCM Policy any person aggrieved by decisions taken in the implementation of the SCM System may lodge, within 14 days of notification thereof, a written objection against the decision. The objection with regard to the decision is to be directed to:

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

Any objection will only be processed upon receipt of a non-refundable administration fee of **R1,814.00** (including VAT), as stipulated in the Municipality's current SCM Policy. An objection will only be considered upon receipt of proof of payment of this fee which must be paid into the following bank account as a real-time payment:

EThekwini Metropolitan Municipality
First National Bank (FNB)
Account Number: 631-6574-6331
Reference Number: **34787-5W**

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:

- Code of Conduct;

T1.2.3.4 Functionality Specification

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:

Quality criteria	Sub criteria (where applicable)	Maximum number of points
Tenderer's Experience	Experience of the Tenderer with respect to the scope of work	20
Proof of Licensed Version of Geographic Information System	Minimum – ArcMap 10.7.1	5
Qualifications and Competence of Key Staff (The weighted average for the team will be obtained by multiplying each team member's score by the following weightings and summing: Project Manager 0,10 Design Engineer 0,20 3 x Senior Technicians 0,30 Geographic Information System (GIS) Specialist 0.10 3 x Employer's Agent's Representative 0.30	Qualification (Not applicable to all staff). Years' of experience after qualification with respect to the scope of work. Professional Registration (Not applicable to all staff). Years of experience after registration with respect to the scope of work (Not applicable to all staff). Involvement in relevant projects (over the past 10 years). Project value of relevant projects in past 10 years.	75
Maximum possible score for quality (M_s)		100

Quality shall be scored by no less than three evaluators in accordance with the following schedules:

- Experience of Tenderer
- Tenderer's Proof of GIS Licence
- Qualifications and Competence of Key Staff

Each evaluation criteria will be assessed using the supporting documentation attached by the Tenderers. Where no supporting documentation has been provided to substantiate points claimed in the schedule, the evaluators will allocate zero points.

Evaluation Scorecard for the Experience of the Tenderer

a) Only experience gained in implementing projects that involved the design and replacement of existing A.C, Steel, GRP, mPVC, uPVC, and HDPE water mains, with diameters greater than 75mm, within existing water supply networks, over the past 10 years (2016 to present) will be considered in this evaluation.

b) Joint Venture Experience will only be considered in the evaluation if the tenderer executed the work claimed.

c) Ambiguous, vague or unclear statements made in the Tenderer's returnables will be excluded from the evaluation.

Tenderer's Experience	Points Allocated
The Tenderer has not provided engineering consulting services for the design and replacement of water mains, i.e. Zero km designed and commissioned	0
The Tenderer has provided engineering consulting services for the design and replacement of water mains with a total length designed and commissioned in a range of 1km to 299km.	8
The Tenderer has provided engineering consulting services for the design and replacement of water mains with a total length designed and commissioned in a range of 300km - 499km.	14
The Tenderer has provided engineering consulting services for the design and replacement of water mains with a total length designed and commissioned in a range of 500km - 700km	18
The Tenderer has provided engineering consulting services for the design and replacement of water mains with a total length designed and commissioned in a range of > 700km	20
Notes: The Tenderer must submit a certificate of completion and a completed client reference proforma (T2.2.14) for each project. If these documents are not submitted for a project, it will not be considered in the evaluation.	

Evaluation Scorecard for the Tenderer's Proof of GIS Licence

Under this Contract, It is essential that the Tenderer has a GIS system that is compatible with the Employer's GIS. Currently, the Engineering and Data Services Division is utilizing ArcMap version 10.7.1. ArcMap versions prior to 10.7.1 affect the integrity of the data during imports and exports to and from the Engineering and Data Services Division. The Division has moved away from shapefiles and operates with file-based Geodatabases. It is for the abovementioned reasons that ArcMap (version 10.7.1 or later) is deemed a software requirement for this Contract.

The Tenderer is to attach proof of his or her GIS licence. This GIS Licence requirement contributes a total of 5/100 quality points.

Description	Points Allocated
The Tenderer does not possess a valid ArcMap license (version 10.7.1 or later).	0
The Tenderer possesses a valid ArcMap license (version 10.7.1 or later).	5
Notes: The Tenderer must submit proof of his or her GIS licence; failure to do so will result in the Tenderer receiving a score of 0.	

Evaluation Scorecard for the Qualifications and Competency of Key Staff

The experience of each key staff member in relation to the scope of work will be evaluated from six different points of view with the total quality points being 75/100:

- Qualification
- Years of relevant experience after qualification
- Professional registration (not applicable to all key staff)
- Years of relevant experience after professional registration (not applicable to all key staff)
- Involvement in relevant projects in the past ten years
- Project value of relevant projects in past ten years that key staffs have worked on.

Each point mentioned above has the Employer's minimum and preferred experience. The Tenderer is to complete the table on Page 54 based on the proposed resource and allocated point for staff meeting the minimum or preferred experience. The tenderer is to pro-rata points for staff that have experience below the preferred and above the minimum. Zero points will be allocated to staff with experience below the minimum.

A curriculum vitae (CV) and a copy of each proposed key resource's identity document must be submitted. If either document is missing, the relevant resource will receive a score of zero.

If a Tenderer claims points for qualifications or post-qualification experience, a copy of the relevant qualification certificate must be submitted. Failure to provide this documentation will result in a score of zero for that criterion.

If a Tenderer claims points for post-registration qualifications and post-registration experience, a copy of the professional registration certificate must be submitted. Failure to provide this documentation will result in a score of zero for that criterion.

The Tenderer must complete the Schedule on page 54. It will be verified and evaluated against the supporting documentation submitted with the tender.

The evaluation schedule makes mention of the terms relevant experience, which for the purpose of the contract shall be defined in the Table below.

Resource	Relevant Experience
Project Manager	Project management, programme management, SCM processes & contract administration.
Design Engineer	Design, preparation of tender documentation, report writing (design and SCM), cost estimation, and specification compilation.
Senior Technician (x3)	Managing of field technicians, pressure loggings, flow loggings, performance of on-site simulations, field investigations, managing WDOs, analysis of field data and infrastructure verifications.
Employer's Agent's Representative (x3)	Contract administration, supervision of construction works, on-site quality control, liaison with the Client, Engineer, and Contractors, preparation of construction payment certificates, management of contractual claims, conduct of site meetings, and minutes.
GIS Specialist	Experience in compiling and managing file-based geodatabases, generating and editing shapefiles, developing polygon datasets, and producing GIS-ready spatial layers, with specific application to water-related infrastructure.
<p>Please Note that:</p> <p>1.) For all resources mentioned above, only experience gained in implementing projects that involved the design and replacement of existing A.C, Steel, GRP, mPVC, uPVC, and HDPE water mains, with diameters greater than 75mm, within existing water supply networks will be considered in this evaluation.</p> <p>2.) The evaluation for the value of relevant projects will be based on the present day value of the project. Where applicable, an escalation of five (5) percent per annum will be applied in order to obtain the present day value of the project.</p>	

Resource in Project		Project Manager		Design Engineer (Mandatory to be registered as a Professional Engineer with ECSA)		Senior Technician 1		Senior Technician 2		Senior Technician 3	
Name of Resource											
Weighting		0.1		0.2		0.1		0.1		0.1	
		POINTS		POINTS		POINTS		POINTS		POINTS	
Qualification	Preferred	Deg (Civil Eng)	5	Deg (Civil Eng)	5	Btech (Civil Eng)	5	Btech (Civil Eng)	5	Btech (Civil Eng)	5
	Min.	Btech (Civil Eng)	3	Deg (Civil Eng)	5	National Diploma (Civil)	3	National Diploma (Civil)	3	National Diploma (Civil)	3
	Offer										
	Employer										
Years experience after qualification	Preferred	15	15	10	15	10	15	10	15	10	15
	Min.	10	5	5	5	5	5	5	5	5	5
	Offer										
	Employer										
ECSA Professional registration	Preferred	Y	10	Y	10	Y	10	Y	10	Y	10
	Offer			Mandatory							
	Employer										
Years experience after registration	Preferred	7	10	5	10	5	10	5	10	5	10
	Min.	5	5	3	5	3	5	3	5	3	5
	Offer										
	Employer										
Involvement in relevant projects - state number in past ten years	Preferred	5	25	5	25	4	25	4	25	4	25
	Min.	3	10	3	10	2	10	2	10	2	10
	Offer										
	Employer										
Project value of relevant projects in past ten years	Preferred	R 20,000,000.00	10	R 20,000,000.00	10	R 20,000,000.00	10	R 20,000,000.00	10	R 20,000,000.00	10
	Min.	R 5,000,000.00	5	R 5,000,000.00	5	R 5,000,000.00	5	R 5,000,000.00	5	R 5,000,000.00	5
	Offer										
	Employer										
Total											
Grand Total (weighting x total)											

		Employer's Agent's Representative 1		Employer's Agent's Representative 2		Employer's Agent's Representative 3		GIS Specialist	
Name of Resource									
Weighting		0.1		0.1		0.1		0.1	
			POINTS		POINTS		POINTS		POINTS
Qualification	Preferred	BTech (Civil)	15	BTech (Civil)	15	BTech (Civil)	15	Deg	15
	Min.	National Diploma (Civil)	5	National Diploma (Civil)	5	National Diploma (Civil)	5	National Diploma	10
	Offer								
	Employer								
Years experience after qualification	Preferred	12	25	12	25	12	25	10	25
	Min.	7	10	7	10	7	10	5	10
	Offer								
	Employer								
Involvement in relevant projects - state number in past ten years	Preferred	5	25	5	25	5	25	4	25
	Min.	3	10	3	10	3	10	2	10
	Offer								
	Employer								
Project value of relevant projects in past ten years	Preferred	R20,000,000.00	10	R20,000,000.00	10	R20,000,000.00	10	R20,000,000.00	10
	Min.	R5,000,000.00	5	R5,000,000.00	5	R5,000,000.00	5	R5,000,000.00	5
	Offer								
	Employer								
Total									
Grand Total (weighting x total)									

T1.2.3.6 Validation of Tenderer's Experience

eThekwini Municipality reserves the right to contact the Tenderer's client references to verify the Tenderer's experience for all Tenderers achieving a functionality score of 70 or higher. If it is found that the information provided by a Tenderer is false or misrepresented, then the Tenderer will be disqualified, and eThekwini Municipality may instigate punitive measures, such as blacklisting, against the Tenderer.

Should a client reference for a particular project be unreachable, the onus then rests on the Tenderer to provide independent, formal verification of the documents and their content within 48 hours. The 48 hours start from the time and date of communication issued by the eThekwini Municipality. This submission must include verifiable client contact details. Failure to provide this independent validation will result in the exclusion of the project from the functionality evaluation and the score will be adjusted accordingly.

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

The Tenderer is required to complete and sign each and every Schedule and Form listed below to the best of their ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer.

Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is non-responsive.

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

T2.2.1	Compulsory Enterprise Questionnaire	32
T2.2.2	Certificate of Attendance at Clarification Meeting/ Site Inspection	33
T2.2.3	MBD 4: Declaration of Interest	35
T2.2.4	MBD 5: Declaration for Procurement Above R10 Million (if applicable)	37
T2.2.5	Contracts Awarded by Organs of State in the past 5 years	38
T2.2.6	MBD 6.1: Preference Points Claim Form (SCM Policy Section 52.7)	39
T2.2.7	MBD 8: Declaration of Bidder's Past SCM Practices	41
T2.2.8	MBD 9: Certificate of Independent Bid Determination	43
T2.2.9	Declaration of Municipal Fees	45
T2.2.10	CSD Registration Report.....	46
T2.2.11	Joint Venture Agreements (if applicable)	47
T2.2.12	Record of Addenda to Tender Documents.....	48
<u>Technical or Functionality Evaluation</u>		
T2.2.13	Experience of Tenderer	49
T2.2.14	Tenderer's Experience: Client Reference Proforma	50
T2.2.15	Tenderer's Proof of GIS Licence	51
T2.2.16	Proposed Organisation and Staffing	52
T2.2.17	Personnel Schedule	53
T2.2.18	Evaluation Schedule – Qualifications and Competence Of Key Staff.....	54
Contract Part: The Tenderer is required to complete following forms:		
C1.1.1	Form of Offer	58
C1.2.2.2	Data to be Provided by Contractor	61
C2.2	Bill of Quantities	68

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

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

* Tenderers are to include, at the back of their tender submission, a printout of their SARS "Tax Compliance Status – PIN Issued" certificate, failing which the tender submission will be deemed non-responsive.

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

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

Reference is to be made to the **Tender Data: C.2.1.1(a) and C.2.7.**

This is to certify that:

(entity name):

of (address):

.....
.....
.....
.....

was represented by the person(s) named below at the Clarification Meeting for Contract **34787-5W** held for all Tenderers, the details of which are stated in the **Tender Data: C.2.7.**

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

Particulars of person(s) attending the meeting:

Name: Name:

Signature: Signature:

Capacity: Capacity:.....

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

Name:

Signature:

Date:

T2.2.3 MBD 4: DECLARATION OF INTEREST

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

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

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

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

3.1 Name of enterprise	
Name of enterprise’s representative	
3.2 ID Number of enterprise’s representative	
3.3 Position enterprise’s representative occupies in the enterprise	
3.4 Company Registration number	
3.5 Tax Reference number	
3.6 VAT registration number	

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

3.8 Are you presently in the service of the state?	Circle Applicable	
	YES	NO

If yes, furnish particulars:

.....

3.9 Have you been in the service of the state for the past twelve months? YES NO
 If yes, furnish particulars:

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES NO
 If yes, furnish particulars:

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES NO
 If yes, furnish particulars:

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES NO
 If yes, furnish particulars:

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES NO
 If yes, furnish particulars:

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract ? YES NO
 If yes, furnish particulars:

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

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

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed 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.

NAME (Block Capitals):

Date

SIGNATURE:

**T2.2.4 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. The audited annual financial statements are to be included at the back of the tender submission.		
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. SEE Returnable Document "Contracts Awarded by Organs of State in the Past 5 Years"		
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.		

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed 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, 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

(SCMP 52.7: Basket of Preference Goals)

This form serves as a claim form for preference points according to **The Basket of Preference Goals**. **Reference is to be made to the Tender Data: C.3.11.**

1.0 GENERAL CONDITIONS

- 1.1 The relevant **Preference Points System (80/20 or 90/10)** applicable to this bid is stated in the **Tender Data: C.3.11**.
- 1.2 Failure on the part of the Tenderer to submit the required proof or documentation, in terms of the requirements in the Tender Data for claiming specific goal preference points, will be interpreted that **Preference Points for Specific Goals** are not claimed.
- 1.3 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2.0 ADJUDICATION USING A POINT SYSTEM

- 2.1 The bidder obtaining the highest number of total points will be recommended for the award of the contract.
- 2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 2.3 Points scored will be rounded off to the nearest 2 decimal places.
- 2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 2.6 Should two or more bids be equal in all respects the award shall be decided by the drawing of lots.

3.0 POINTS AWARDED FOR PRICE

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

80/20 Procurement System

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

Where: Ps = Points scored for comparative price of bid under consideration
 Pt = Comparative price of bid under consideration
 Pmin = Comparative price of lowest acceptable bid

4.0 POINTS ALLOCATED FOR THE BASKET OF PREFERENCE GOALS

4.1 Preference points may be claimed for the **Specific Goals** stated in the **Tender Data: C.3.11**.

For the purposes of this tender, the Tenderer may claim points based on the goal(s) stated in the table below, as supported by proof/ documentation specified in the Tender Data.

80/20 Preference Points System The Specific Goals to be allocated points in terms of this tender:	Maximum Number of points ALLOCATED	Tenderer's Number of points CLAIMED
Ownership Goal: Race (black)	4	
Ownership Goal: Gender (female)	4	
Ownership Goal: Disabilities	4	
RDP Goal: The promotion of South African owned enterprises.	8	
Total CLAIMED Points (maximum 20)	20	

5.0 REMEDIES FOR THE SUBMISSION OF FALSE INFORMATION

5.1 The remedies for the submission of false information regarding claims for specific goals are stated in the **SCM Policy: Section 52.9**.

Tenderers are to include, at the back of their tender submission, the required proof/ documentation in support of their Preference Goal claims (reference is to be made to the Specific Goals stated in the Tender Data: C.3.11).

*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:

T2.2.7 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?

Circle Applicable	
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.

.....

.....

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed 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.

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 below **Certificate of Independent Bid Determination** must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid for: Contract **34787-5W**
 Professional Services Contract for the Design and Replacement of Water Mains within eThekweni Municipality’s Supply Area for a Period of 36 Months

in response to the invitation for the bid made by: **ETHEKWINI MUNICIPALITY**

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

I certify, on behalf of:

that:

(continued on next page)

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.

Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.9 DECLARATION OF MUNICIPAL FEES

Reference is to be made to the **Tender Data: C.2.23 and C.3.13(a)**.

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

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

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

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

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

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

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

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

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

Failure to complete this form in full, sign, and return the required documents with the tender submission will result in the tender offer being deemed 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: _____

T2.2.10 CSD REGISTRATION REPORT

Reference is to be made to **Tender Data: C.2.1.1(b) and C.2.23.**

The **Tender Data: C.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 following is an example of the printout obtained from the above website.
 Note: the printout will contain more than one page.

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

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

Tenderers are to include, at the back of their tender submission, a printout of their CSD Registration Report. The date of obtaining the CSD printout is to be indicated on the printout and should be on or after the date of advertising of this tender.

Failure to comply will result in the tender offer being deemed 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: _____

T2.2.11 JOINT VENTURES AGREEMENTS

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

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

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

INTENT TO FORM A JOINT VENTURE

Should our submission for CONTRACT: **34787-5W** be successful, a Joint Venture will be established by the parties as listed below, as an unincorporated association, with the purposes of securing and executing the Contract, for the benefit of the Members.

Proposed Joint Venture

Joint Venture Title (name):

Represented by (name): Tel:

Lead Partner/ Member 1

Entity Name:

Ownership Interest in JV %: CSD Registration:

CIDB #:

Represented by (name): _____ Signature: _____

Partner/ Member 2

Entity Name:

Ownership Interest in JV %: CSD Registration:

CIDB #:

Represented by (name): _____ Signature: _____

Partner/ Member 3

Entity Name:

Ownership Interest in JV %: CSD Registration:

CIDB #:

Represented by (name): _____ Signature: _____

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

T2.2.12 RECORD OF ADDENDA TO TENDER DOCUMENTS

Reference is to be made to the **Tender Data: C.2.6.**

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: _____

T2.2.13 EXPERIENCE OF TENDERER

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

The experience of the tenderer will be evaluated in this section. The following shall be noted:

- Only experience gained in implementing projects that involved the design and replacement of existing A.C, Steel, GRP, mPVC, uPVC, and HDPE water mains, with diameters greater than 75mm, within existing water supply networks, over the past 10 years (2016 to present) will be considered in this evaluation.
- Joint Venture Experience will only be considered in the evaluation if the Tenderer executed the work claimed.
- Ambiguous, vague or unclear statements made in the Tenderer's returnables will be excluded from the evaluation

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

YEAR COMPLETED OR EXPECTED COMPLETION	PROJECT TITLE	DESCRIPTION OF WORK	EMPLOYER: NAME AND CONTACT DETAILS
---------------------------------------	---------------	---------------------	------------------------------------

The scoring of the Tenderer's Experience will be as follows (total points contributing towards functionality evaluation = 20/100). The Schedule below is to be filled in by the tenderer and will be verified and evaluated with the supporting documents received.

Tenderer Experience	Points Allocated	Tenderer's Self Score	Evaluator's Score
The Tenderer has not provided engineering consulting services for the design and replacement of water mains, i.e. Zero km designed and commissioned	0		
The Tenderer has provided engineering consulting services for the design and replacement of water mains with a total length designed and commissioned in a range of 1km to 299km.	8		
The Tenderer has provided engineering consulting services for the design and replacement of water mains with a total length designed and commissioned in a range of 300km - 499km.	14		
The Tenderer has provided engineering consulting services for the design and replacement of water mains with a total length designed and commissioned in a range of 500km - 700km	18		
The Tenderer has provided engineering consulting services for the design and replacement of water mains with a total length designed and commissioned in a range of > 700km	20		

Notes:

The Tenderer must submit a certificate of completion and a completed client reference proforma (T2.2.14) for each project. If these documents are not submitted for a project, it will not be considered in the evaluation.

*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 TENDERER'S EXPERIENCE: CLIENT REFERENCE PROFORMA

This form must be completed, signed, and stamped by the Client for each project submitted by the Tenderer. In addition, a signed completion certificate must be provided for each project. If the completed proforma and completion certificate are not submitted for a project, the project will not be considered in the evaluation.

Project Details:

Description of work:

Employer/Client:.....

Value of work:

Contract Duration:

No. of km of water mains designed and replaced:

Sizes of water mains replaced:

Material of water mains replaced:

Overall performance of the Service Provider		
Description	Score	Tick Appropriate Scoring
Very Good	100	
Good	90	
Satisfactory	70	
Poor	40	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

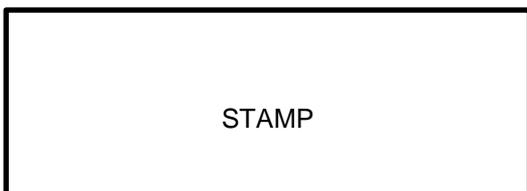
.....

Client's contact person:

Telephone:

Client Signature:

Date:



T2.2.15 TENDERER'S PROOF OF GIS LICENCE

Under this Contract, it is essential that the Tenderer has a GIS that is compatible with the Employer's GIS. Currently, the Engineering and Data Services Division is utilising ArcMap version 10.7.1. ArcMap versions prior to 10.7.1 affect the integrity of the data during imports and exports to and from the Engineering and Data Services Division. The Division has moved away from shapefiles and operates with file-based Geodatabases. It is for the abovementioned reasons that ArcMap (version 10.7.1 or later) is deemed a software requirement for this Contract.

The Tenderer is to attach proof of his or her GIS licence to this schedule. This GIS Licence requirement contributes a total of 5/100 quality points.

Description	Points Allocated	Tenderer's Self Score	Evaluator's Score
The Tenderer does not possess a valid ArcMap license (version 10.7.1 or later).	0		
The Tenderer possesses a valid ArcMap license (version 10.7.1 or later).	5		
<p>Notes: The Tenderer must submit proof of his or her GIS licence; failure to do so will result in the tenderer receiving a score of 0.</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: _____

T2.2.16 PROPOSED ORGANISATION AND STAFFING

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 his / her organization and staffing proposals to this page.

Note:

Those personnel who have been nominated and have their CVs submitted for the following key positions as per the quality schedule, must complete and sign a declaration to confirm involvement in the execution of the proposed work called for under the scope of work within the tender. The respective personnel’s Time sheets will be requested and verified monthly against the work.

The project team shall be composed of the following resources:

- Project Manager
- Design Engineer
- 3 x Senior Technicians
- 8 x Project Technicians **(Not part of the functionality evaluation)**
- Database Analyst **(Not part of the functionality evaluation)**
- GIS Specialist
- 3 x Employer’s Agent’s Representative

*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 PERSONNEL SCHEDULE

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: _____

T2.2.18 EVALUATION SCHEDULE – QUALIFICATIONS AND COMPETENCE OF KEY STAFF

Refer to T1.2.3.4: “Functionality Specification” for Functionality Points evaluation prompts.

The experience of each key staff member in relation to the scope of work will be evaluated on up to six aspects with the total quality points being 75/100:

1. Qualification
2. Years of relevant experience after qualification
3. Professional registration (not applicable to all key staff)
4. Years of relevant experience after professional registration (not applicable to all key staff)
5. Involvement in relevant projects in the past ten years
6. Project value of relevant projects in past 10 years that key staff have worked on.

Each point above has the Employers minimum and preferred experience. The Tenderer is to complete this table based on the proposed resource and allocate points for staff meeting the minimum or preferred experience. The tenderer is to pro-rata points for staff that have experience below the preferred and above the minimum. **NB: Zero points will be allocated to proposed staff that have experience which is below the required minimum.**

The Tenderer is to complete the Tables below by filling in the **shaded cells** for each of the Key Staff which are as follows:

- Project Manager;
- Design Engineer (**Must be Registered with ECSA as a Professional**);
- Senior Project Technician (3 No.);
- Employer’s Agent’s Representative (3 No.);
- GIS Specialist.

The experience of the assigned staff member in relation to the scope of work will be evaluated. The CVs of each personnel per post of no more than four pages should be attached to this schedule which will assist the evaluators in allocating points for each member of staff. Should the Tenderer fail to submit the CV and a copy the key resource’s identity document, then the relevant resource will receive a score of zero.

If a Tenderer claims points for qualifications or post-qualification experience, a copy of the relevant qualification certificate must be submitted. Failure to provide this documentation will result in a score of zero for that criterion.

If a Tenderer claims points for post-registration qualifications and post-registration experience, a copy of the professional registration certificate must be submitted. Failure to provide this documentation will result in a score of zero for that criterion.

Each CV should be structured according to the following template. This is to be populated under the required heading and submitted.

Name			
Tendered Post			
Qualification		Professional Registration	
Date Qualification Received		Date Professional Registration Received	
Post Qualification Experience (Years)		Post Registration Experience	
Employer			
Location			
Relevant Experience			
Declaration Of involvement in the project	<p>I , _____, ID Number _____ , confirm that I would be involved in the execution of the work as per the nominated position and carry out the duties throughout the project. If circumstances change the company would notify the Employer and a suitable Employer approved replacement will be made available.</p> <p>The undersigned, which warrants that he / she confirms that the contents of information within the CV are both true and correct.</p> <p>Sign _____ Date _____</p>		

Only resources that meet the following minimum criteria will be accepted. Proposed team members that do not meet with these requirements or do not submit their CVs will be scored a zero in the evaluation process.

The evaluation schedule makes mention of the terms relevant experience, which for the purpose of the contract shall be defined in the Table below.

Resource	Relevant Experience
Project Manager	Project management, programme management, SCM processes & contract administration.
Design Engineer	Design, preparation of tender documentation, report writing (design and SCM), cost estimation, and specification compilation.
Senior Technician (x3)	Managing of field technicians, pressure loggings, flow loggings, performance of on-site simulations, field investigations, managing WDOs, analysis of field data and infrastructure verifications.
Employer's Agent's Representative (x3)	Contract administration, supervision of construction works, on-site quality control, liaison with the Client, Engineer, and Contractors, preparation of construction payment certificates, management of contractual claims, conduct of site meetings, and minutes.
GIS Specialist	Experience in compiling and managing file-based geodatabases, generating and editing shapefiles, developing polygon datasets, and producing GIS-ready spatial layers, with specific application to water-related infrastructure.
<p>Please Note that:</p> <p>1.) For all resources mentioned above, only experience gained in implementing projects that involved the design and replacement of existing A.C, Steel, GRP, mPVC, uPVC, and HDPE water mains, with diameters greater than 75mm, within existing water supply networks will be considered in this evaluation.</p> <p>2.) The evaluation for the value of relevant projects will be based on the present-day value of the project. Where applicable, an escalation of five (5) percent per annum will be applied in order to obtain the present-day value of the project.</p>	

The schedule on the next page is to be filled in by the Tenderer and will be verified and evaluated with the supporting documents received.

Resource in Project		Project Manager		Design Engineer (Mandatory to be registered as a Professional Engineer with ECSA)		Senior Technician 1		Senior Technician 2		Senior Technician 3	
Name of Resource											
Weighting		0.1		0.2		0.1		0.1		0.1	
		POINTS		POINTS		POINTS		POINTS		POINTS	
Qualification	Preferred	Deg (Civil Eng)	5	Deg (Civil Eng)	5	Btech (Civil Eng)	5	Btech (Civil Eng)	5	Btech (Civil Eng)	5
	Min.	Btech (Civil Eng)	3	Deg (Civil Eng)	5	National Diploma (Civil)	3	National Diploma (Civil)	3	National Diploma (Civil)	3
	Offer										
	Employer										
Years experience after qualification	Preferred	15	15	10	15	10	15	10	15	10	15
	Min.	10	5	5	5	5	5	5	5	5	5
	Offer										
	Employer										
ECSA Professional registration	Preferred	Y	10	Y	10	Y	10	Y	10	Y	10
	Offer			Mandatory							
	Employer										
Years experience after registration	Preferred	7	10	5	10	5	10	5	10	5	10
	Min.	5	5	3	5	3	5	3	5	3	5
	Offer										
	Employer										
Involvement in relevant projects - state number in past ten years	Preferred	5	25	5	25	4	25	4	25	4	25
	Min.	3	10	3	10	2	10	2	10	2	10
	Offer										
	Employer										
Project value of relevant projects in past ten years	Preferred	R 20,000,000.00	10	R 20,000,000.00	10	R 20,000,000.00	10	R 20,000,000.00	10	R 20,000,000.00	10
	Min.	R 5,000,000.00	5	R 5,000,000.00	5	R 5,000,000.00	5	R 5,000,000.00	5	R 5,000,000.00	5
	Offer										
	Employer										
Total											
Grand Total (weighting x total)											

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: _____

Important: The Tenderer is to fill in the shaded cells

Resource in Project		Employer's Agent's Representative 1		Employer's Agent's Representative 2		Employer's Agent's Representative 3		GIS Specialist	
Name of Resource									
Weighting		0.1		0.1		0.1		0.1	
			POINTS		POINTS		POINTS		POINTS
Qualification	Preferred	BTech (Civil)	15	BTech (Civil)	15	BTech (Civil)	15	Deg	15
	Min.	National Diploma (Civil)	5	National Diploma (Civil)	5	National Diploma (Civil)	5	National Diploma	10
	Offer								
	Employer								
Years experience after qualification	Preferred	12	25	12	25	12	25	10	25
	Min.	7	10	7	10	7	10	5	10
	Offer								
	Employer								
Involvement in relevant projects - state number in past ten years	Preferred	5	25	5	25	5	25	4	25
	Min.	3	10	3	10	3	10	2	10
	Offer								
	Employer								
Project value of relevant projects in past ten years	Preferred	R20,000,000.00	10	R20,000,000.00	10	R20,000,000.00	10	R20,000,000.00	10
	Min.	R5,000,000.00	5	R5,000,000.00	5	R5,000,000.00	5	R5,000,000.00	5
	Offer								
	Employer								
Total									
Grand Total (weighting x total)									

Resource in Project	Tenderer's Self Score	Employer's Score
Project Manager		
Design Engineer		
Senior Technician 1		
Senior Technician 2		
Senior Technician 3		
Employer's Agent's Representative 1		
Employer's Agent's Representative 2		
Employer's Agent's Representative 3		
GIS Specialist		
Grand Total Score	/75	/75

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: _____

Important: The Tenderer is to fill in the shaded cells

PART C1: AGREEMENT 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: **34787-5W**

Contract Title: Professional Services Contract for the Design and Replacement of Water Mains within eThekweni Municipality’s Supply Area for a Period of 36 Months

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

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

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

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

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

For the Tenderer:

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

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

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

Capacity (of Signatory) :

Address :

:

Telephone :

Witness:

Signature : **Date** :

Name (in capitals) : :

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 fulfil 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 C3.16.2).

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

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

The Employer is the eThekweni Municipality as represented by: **Deputy Director: Engineering**

3.4 & The authorised and designated representative of the Employer is: Sivashan Pillay

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

- Telephone : 031 322 2636
- e-mail : sivashan.pillay@durban.gov.za

The address for the Receipt of communications is: Enter Information

1 The Project is : **34787-5W**
: **Professional Services Contract for the Design and Replacement of Water Mains within eThekweni Municipality's Supply Area for a Period of 36 Months**

1 Period of Performance : **36 Months**

1 Start Date: **At a date agreed upon with the Employer upon the award of this contract**

3.4.1 Communications by e-mail is permitted.

3.5 The location for the performance of the Project is: **within eThekweni Municipality**

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

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

3.12 Under this contract, the Professional Service Provider (PSP) must complete the project milestones within the time allocated in the table below. The PSP will be subjected penalty should the PSP fail to complete the project milestones within the allocated time. Penalties will be applied until the milestone has been achieved and approved by the Employer.

Milestone	Time Allocated	Commencement Date for Milestone	Milestone completion	Penalty
Work Package 2 Tender Documentation	3 Months	Commencement of the Professional Service Contract 34787-5W.	The tender documentation milestone will be considered complete only when the Employer approves the tender documentation that was submitted by the PSP. The PSP is to allow for a 7-day tender documentation review period per tender document submission. Please note that the tender documentation review period is included in the time allocated to complete the tender documentation milestone.	R5000 per calendar day until the milestone is approved.
Tender Evaluation for Work Package 2	14 Calendar Days (excluding public holidays)	One day after the Professional Service Provider receives the tender documents from the Employer.	The tender evaluation milestone will be considered complete only when the PSP submits a bid evaluation report in accordance with the Employers template bid evaluation report.	R5000 per calendar day until the report is approved.
Work Package 3 Tender Documentation	12 Months	Commencement of the Professional Service Contract 34787-5W.	The tender documentation milestone will be considered complete only when the Employer approves the tender documentation that was submitted by the PSP. The PSP is to allow for a 7-day tender documentation review period per tender document submission. Please note that the tender documentation review period is included in the time allocated to complete the tender documentation milestone.	R5000 per calendar day until the milestone is approved.
Tender Evaluation for Work Package 3	14 Calendar Days (excluding public holidays)	One day after the Professional Service Provider receives the tender documents from the Employer.	The tender evaluation milestone will be considered complete only when the PSP submits a bid evaluation report in accordance with the Employers template bid evaluation report.	R5000 per calendar day until the report is approved.

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 fees shall be adjusted as per section C3.12.5
- 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 required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount of: **R 10,000,000.00**.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount as set out in the Professional Indemnity Schedule.
1. Insurance against : **Failure by the Service Provider to use the skill and care normally used by professionals providing services similar to the services.**
 Cover is : **R 2,000,000.00 in respect of each claim, without limit to the number of claims.**
 Period of cover : **From the commencement of contract until 1 year after the contract is completed**
2. Insurance against : **Death of or bodily injury to a person (not an employee of the Service Provider) or loss of or damage to property resulting from an action or failure to take action by the Service Provider.**
 Cover is : **R 10,000,000.00**
 Period of cover : **Duration of contract**
- 5.5 The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:
- 1) Replacing resources allocated to the project.
 - 2) Performing additional duties.
 - 3) Utilising provisional sums.
 - 4) Any action that has financial implications.
 - 5) Entering public or private property.
 - 6) Altering eThekweni Municipality’s water supply system.
- 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: **the performance period expires**

-
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **1 month**.
- 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; however, the Service Provider must obtain the Employer's approval before subcontracting any work.
- 12.1 Interim settlement of disputes is to be by **Adjudication**.
- 12.2/3 Final settlement is by **Arbitration**.
- 12.3.3 The adjudicator is the person appointed by:
The Director of eThekweni Municipality's Water Services Directorate.
- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **The Director of eThekweni Municipality's Water Services Directorate.**
- 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R 10,000,000.00**.
- 13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within **12 months** from the date of termination or completion of the Contract.
- 13.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to **R 10,000,000.00**.
- 13.6 The provisions of 13.6 do not apply to the Contract.
- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

The additional conditions of contract are:

C1.2.3.1 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

C1.2.3.2 RETENTION

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

C1.2.3.3 EMPOWERMENT INITIATIVE

It is a condition of contract that the Professional Service Provider / Civil Engineering Consultant must allow for a minimum of 10% of the contract value (excluding Provisional Sums) to be subcontracted to companies who are >51% Blacked owned companies. Proof of payment to the subcontractors will be required to verify that the minimum percentage has been achieved.

The penalty for not achieving the specified CPG will be 0.5% of the contract value (excluding Provisional sums) for every 1% of CPG not achieved.

C1.2.3.4 SERVICE PROVIDER'S PERSONNEL

The Employer reserves the right to subject any team member forming part of the tendered team to a competency test to confirm the stated qualifications, experience and knowledge claimed at the time of tendering. If, in the opinion of the Employer, any team member does not have the prerequisite qualifications and/or experience, or is under-performing in terms of the roles and responsibilities assigned to the resource in accordance with the requirements of the Scope of Work, then the Employer shall be entitled to instruct the removal of the relevant team member. Should this be the case, the Service Provider must replace the relevant team member with an alternative resource (to the approval of the Employer), the replacement must have equivalent or better qualifications and/or experience.

C1.2.3.5 REQUIREMENTS FOR STAFF

In addition, the key personnel listed in section T1.2.3.4 (Functionality), the PSP must have 9 additional employees (8 Field Technicians, and 1 Data Analyst) that will be allocated to this project. The resources provided must have the following qualifications and experience:

- Field Technicians – a National Diploma with at least 3 years of experience in Water Demand Management interventions and/or non-revenue water reduction projects. If the field technician does not hold a National Diploma then he/she must have at least 7 years of experience in Water Demand Management interventions and/or non-revenue water reduction projects;
- Database Analyst – A Degree with at least 8 years of experience relating to data analysis;

The failure of the service provider to have the above-mentioned resources available for the project can result in the termination of this contract.

C1.2.3.6 ARCMAP SOFTWARE

Upon the award of this contract, the PSP must have a licensed version of ArcMap (version 10.7.1 or later). The failure of the service provider to have the above-mentioned software available for the project can result in the termination of this contract.

C1.2.3.7 **ADDITIONAL PENALTIES**

As per eThekweni Municipality's SCM Policy, contract authority is defined as the total contract award value as approved, or supported, by the Bid Adjudication Committee.

Under this Contract, the PSP shall provide financial administration services such as the calculation of quantities, cost estimates, cost control and the procurement process. As part of the financial administration services, the PSP shall prepare monthly project completion cost estimates for the construction contract. This would allow the PSP to timeously inform the Employer if additional budget and/or contract authority will be required to complete the construction contract within the regulatory framework (MFMA, Section 116 (3) and/or National Treasury Circular 62). Should the PSP fail to notify the Employer within the stipulated time frames that additional budget and/or contract authority is required for the construction contract, then the PSP will be subjected to a penalty amount equal to 1 percent of the tendered value of the Professional Service Contract (34787-5W).

The stipulated time frames for the PSP to inform the Employer that additional budget and/or contract authority is required are as follows:

- If the value of the additional budget required (excluding VAT) is greater than 20 percent of the contract authority for the construction contract (excluding VAT), then the PSP is to inform the Employer at least nine months before the additional budget and/or contract authority is required;
- If the value of the additional budget required (excluding VAT) is less than 20 percent of the contract authority for the construction contract (excluding VAT), then the PSP is to inform the Employer at least four months before the additional budget and/or contract authority is required.

C1.2.3.8 **PENALTIES FOR POOR QUALITY REPORTS**

The PSP will not be reimbursed for correcting errors or omissions identified by the Employer during the services listed in C3.6. If the Employer finds more than 10 technical, spelling, or grammar errors in a report submission, the PSP must correct them and will be subject to a penalty of R 2000.

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

C 2.1.1 GENERAL

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 sub consultants.

C 2.1.2 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in Section C2.2 are estimates only, and subject to remeasurement during the execution of the work. The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

C 2.1.3 VALUE ADDED TAX

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

C 2.1.4 ENGINEERING CONSULTING FEES

The engineering consulting services basic fee for the engineering consulting services to be provided and defined in the Contract Data shall be a fixed tendered sum subject to escalation.

C 2.1.5 PROVISIONAL SUMS

Provisional sums are provided for a few items in the Bill of Quantities. Work done under these items will be at the written direction of the Employer. The PSP is to submit a percentage mark for each provisional sum, this mark-up should cover all cost that are incurred by the PSP whilst undertaking the work.

C 2.1.6 ADDITIONAL DUTIES

The tenderer is to tender hourly rates for the nominated persons in Item B.5 in this Part and extend these through to the Amounts column. The tendered rate is to cover all expenses, overhead and mark-ups applicable for the personal specified.

C 2.1.7 CONSTRUCTION MONITORING

For the Construction Monitoring, the Service Provider will only be allowed to claim actual days worked on the project and must therefore make provision in the tendered rate in this regard. A normal full work day is considered to be 8 hours. No overtime will be paid under this Contract.

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

C 2.1.8 **CORRECTIONS OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

C 2.1.9 **TRAVELING AND OTHER EXPENSES**

Allowances have be made in the Pricing Schedule for travelling costs for all staff involved in the project (for travelling within the eThekweni Municipal area of supply). Travelling costs (which includes rates for fuel, maintenance, capital, insurance and depreciation) will be paid at the rate published by the National Department of Public Work's document entitled "Rates for Reimbursable Expenses" as published on their website for a vehicle 1550cc or less (regardless of vehicle used) and acceptable proof of work related distance travelled must be submitted to substantiate all claims. As of the 1st November 2025, the travelling rate was R4.05/km for petrol vehicles and R3.90/km for diesel vehicles. All travel km will be measured from the eThekweni area premises of the tenderer. In the case of the tenderer not having an office in the eThekweni area then the travel km will be measured from the Water & Sanitation Offices nearest to the project area.

The Service Provider shall be entitled to recover the following expenses incurred in rendering the services:

- a) duplicating, printing and binding expenses relating to documents and drawings which are issued to any external, related Contractor for procurement, stage reports or contract administration purposes; and
- b) maps, models, presentation materials and photography requested by the Employer.

The Service Provider shall not be entitled to recover any internal administrative, clerical or secretarial staff costs, nor any typing costs.

Expenses shall be paid on the basis of:

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

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

C 2.1.10 **MONTHLY PAYMENTS**

Monthly progress claims may be made within 30 days from receipt of a Tax Invoice by the Employer. Progress claims are to be in accordance with the latest South African Association of Consulting Engineers Form of Agreement. The Employer will withhold 10% retention of the Service Provider's Fee until the acceptance of the as-built drawings.

C2.2: PRICING SCHEDULE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
A		<u>Engineering Consulting Fees</u>				
A.1		Engineering Consulting Fees for Work Package 1				
A.1.1	C3.3.1 & C3.6.1.1	Construction Administration and Inspection	Sum	1.0		
A.1.2	C3.3.1 & C3.6.1.2	Close Out of Work Package 1	Sum	1.0		
A.2		Engineering Consulting Fees for Work Package 2				
A.2.1	C3.3.2 & C3.6.2.1	Design Review	Sum	1.0		
A.2.2	C3.3.2 & C3.6.2.2	Documentation and Procurement	Sum	1.0		
A.2.3	C3.3.2 & C3.6.2.3	Construction Administration and Inspection	Sum	1.0		
A.2.4	C3.3.2 & C3.6.2.4	Close Out of Work Package 2	Sum	1.0		
A.3		Engineering Consulting Fees for Work Package 3				
A.3.1	C3.3.3 & C3.6.3.3	Design Development (AKA Detailed Design)	Sum	1.0		
A.3.2	C3.3.3 & C3.6.3.4	Documentation and Procurement	Sum	1.0		
A.3.3	C3.3.3 & C3.6.3.5	Construction Administration and Inspection	Sum	1.0		
A.3.4	C3.3.3 & C3.6.3.6	Close Out of Work Package 3	Sum	1.0		
A.4	C3.6.6	Engineering Consulting Fees for Non-Awards	Sum	3		
Total Carried Forward To Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
B		<u>Time Related Fees</u>				
B.1		Time Related Fees for Work Package 3 (Desktop Analysis & Field Investigations)				
B.1.1	C3.6.3.1 & C3.6.3.2	Project Manager Name: _____ Qualifications: _____ Professional Registration Number: _____	Days	24.0		
B.1.2	C3.6.3.1 & C3.6.3.2	Project Design Engineer Name: _____ Qualifications: _____ Professional Registration Number: _____	Days	48.0		
B.1.3	C3.6.3.1 & C3.6.3.2	Senior Technician 1 Name: _____ Qualifications: _____ ECSA Registration Number: _____	Days	100.0		
B.1.4	C3.6.3.1 & C3.6.3.2	Senior Technician 2 Name: _____ Qualifications: _____ ECSA Registration Number: _____	Days	100.0		
Total Carried Forward						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
Brought Forward						
B.1.5	C3.6.3.1 & C3.6.3.2	Senior Technician 3 Name: _____ Qualifications: _____ ECSA Registration Number: _____	Days	100.0		
B.1.6	C3.6.3.1 & C3.6.3.2	Field Technician 1 Name: _____ Qualifications: _____ ECSA Registration Number: _____	Days	100.0		
B.1.7	C3.6.3.1 & C3.6.3.2	Field Technician 2 Name: _____ Qualifications: _____ ECSA Registration Number: _____	Days	100.0		
B.1.8	C3.6.3.1 & C3.6.3.2	Field Technician 3 Name: _____ Qualifications: _____ ECSA Registration Number: _____	Days	100.0		
Total Carried Forward						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
Brought Forward						
B.1.9	C3.6.3.1 & C3.6.3.2	Field Technician 4 Name: <hr/> Qualifications: <hr/> ECSA Registration Number:	Days	100.0		
B.1.10	C3.6.3.1 & C3.6.3.2	Field Technician 5 Name: <hr/> Qualifications: <hr/> ECSA Registration Number:	Days	100.0		
B.1.11	C3.6.3.1 & C3.6.3.2	Field Technician 6 Name: <hr/> Qualifications: <hr/> ECSA Registration Number:	Days	100.0		
B.1.12	C3.6.3.1 & C3.6.3.2	Field Technician 7 Name: <hr/> Qualifications: <hr/> ECSA Registration Number:	Days	100.0		
Total Carried Forward						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
Brought Forward						
B.1.13	C3.6.3.1 & C3.6.3.2	Field Technician 8 Name: _____ Qualifications: _____ ECSA Registration Number: _____	Days	100.0		
B.1.14	C3.6.3.1 & C3.6.3.2	GIS Specialist Name: _____ Qualifications: _____	Days	120.0		
B.1.15	C3.6.3.1 & C3.6.3.2	Database Analyst Name: _____ Qualifications: _____	Days	56.0		
B.1.16	C3.6.3.1 & C3.6.3.2	Water Distribution Officer (WDO) Name: _____ Qualifications: _____	Days	250.0		
B.2		Construction Monitoring for Work Package 1				
B.2.1		Employer's Agent's Representative Name: _____ Qualifications: _____ Professional/Candidate Registration Number: _____	Days	500.0		
Total Carried Forward						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
Brought Forward						
B.3		Construction Monitoring for Work Package 2				
B.3.1		Employer's Agent's Representative Name: <hr/> Qualifications: <hr/> Professional/Candidate Registration Number: <hr/>	Days	500.0		
B.4		Construction Monitoring for Work Package 3				
B.4.1		Employer's Agent's Representative Name: <hr/> Qualifications: <hr/> Professional/Candidate Registration Number: <hr/>	Days	625		
Total Carried Forward						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
Brought Forward						
B.5	C3.6.4	Additional Duties				
B.5.1		Project Manager	hours	250.0		
B.5.2		Project Design Engineer	hours	200.0		
B.5.3		Senior Technician	hours	400.0		
Total Carried Forward To Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
C		Provisional Sums				
C.1		Allowance for Traveling and other expenses	Prov Sum	1.0	300,000.00	300,000.00
C.2		Mark up on Item C.1	%	300,000.00		
C.3		Allowance for the Provision of Security	Prov Sum	1.0	250,000.00	250,000.00
C.4		Mark up on Item C.3	%	250,000.00		
C.5		Allowance for the Appointment of an Environmental Consultant to Assess and Obtain the Required Environmental Authorizations	Prov Sum	1.0	200,000.00	200,000.00
C.6		Mark up on Item C.5	%	200,000.00		
C.7		Allowance for a Health and Safety Agent	Prov Sum	1.0	300,000.00	300,000.00
C.8		Mark up on Item C.7	%	300,000.00		
C.9		Allowance for an Institutional and Social Development Consultant (ISD) Services	Prov Sum	1.0	300,000.00	300,000.00
C.10		Mark up on Item C.9	%	300,000.00		
C.11		Allowance for Proving Activities	Prov Sum	1.0	200,000.00	200,000.00
C.12		Mark up on Item C.11	%	200,000.00		
C.13		Allowance for Additional Equipment	Prov Sum	1.0	300,000.00	300,000.00
C.14		Mark up on Item C.13	%	300,000.00		
C.15		Allowance for a Construction Claim Specialist to Assist the Employer as and when Required	Prov Sum	1.0	300,000.00	300,000.00
C.16		Mark up on Item C.15	%	300,000.00		
Total Carried Forward To Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
D		Data Collection Services				
D.1	C3.15	Perform pressure logging for a 7-day period (rate to include the cost of supplying, installing, operating, monitoring, and removing pressure loggers and associated equipment, including data download)	No of sites	200		
D.2	C3.15	Perform flow logging on mechanical meters for a 7-day period (rate to include the cost of supplying, installing, operating, monitoring, and removing pressure loggers and associated equipment, including data download)	No of sites	200		
D.3	C3.15	Perform flow logging on ultrasonic or magflow meters for a 7-day period (rate to include the cost of supplying, installing, operating, monitoring, and removing pressure loggers and associated equipment, including data download)	No of sites	200		
D.4	C3.15	Perform GPSing of EWS infrastructure (rate to include the cost of hiring, operating, and maintaining GPS equipment; identification and geo-referencing of EWS assets; capture and validation of spatial coordinates to the required accuracy)	No of sites	200		
Total Carried Forward To Summary						

SUMMARY OF SCHEDULE OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT (RAND)
A	Engineer Consulting Fees	
B	Time Related Fees	
C	Provisional Sums	
D	Data Collection Services	
	Subtotal (Excl VAT)	
	Value Added Tax (VAT)	
	Total	

*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 C3: SCOPE OF WORK

C3.1 BACKGROUND

eThekwini Municipality's Water Services Directorate (EWS) currently serves approximately 4.2 million residents with potable water through its water distribution system, which comprises of 522 water storage facilities, 3,911 pressure management zones, and 15,000 kilometers (km) of water mains. The Directorate's mission is to deliver quality, reliable, and affordable water services to all households and businesses, while promoting water conservation, protecting natural resources, and supporting socio-economic development.

A key challenge that hinders EWS's mission is ageing water infrastructure. To address this, EWS has launched a comprehensive pipe replacement programme to renew approximately 2% of all water mains each year. This proactive strategy supports the long-term reliability, efficiency, and sustainability of the water supply network.

C3.2 EMPLOYER'S OBJECTIVES

The Employer's Objective is to improve the reliability of the EWS water network by replacing approximately 130 km of critical water mains. Thus, Contract 34787-5W was compiled to procure the services of a Professional Service Provider (PSP) to identify and prioritize critical reservoir zones within eThekwini Municipality, evaluate the cost-benefit of replacing the water mains, design the pipe replacements, monitor construction works, and provide project close-out services.

C3.3 DESCRIPTION OF WORK

Under this contract, the PSP will be required to identify at least 300km of water mains for replacement, review existing designs for 40km of water mains identified for replacement, complete new designs for at least 50km of water mains which were identified for replacement, prepare the tender documentation for the replacement of 90km of water mains, monitor the construction for 130 km of pipe replacements, and provide close-out services. The work to be provided by the PSP is divided into three work packages. The detailed description of the work to be performed in each work package is provided below.

C3.3.1 Description of Work to be Performed in Work Package 1

Under PSC 2017/003, approximately 80 km of water mains were identified and designed for replacement. However, the replacement works were not implemented due to the expiry of the period of performance of PSC 2017/003. Of the total 80 km identified, the tender documentation for contractor procurement was completed for approximately 40 km of water mains. The completed tender document, Contract 34277-5W, covers the replacement of water mains within the Phoenix 1 Reservoir Zone. The PSP is to note that the contract number for Contract 34277-5W may be subject to change.

Under Work Package 1, the PSP must provide contract administration, inspection, and close-out services for Contract 34277-5W. It is anticipated that the PSP will commence with Work Package 1 upon the award of Contract 34787-5W. This is scheduled to run concurrently with the planned budgets.

C3.3.2 Description of Work to be Performed in Work Package 2

Work Package 2 shall commence upon the award of Contract 34787-5W. Under this work package, the PSP is required to:

- Review previous designs for approximately 40km of water main replacements completed under PSC 2017/003.

- Present the reviewed designs to the Employer upon completion of the design review.
- Prepare tender documentation for contractor procurement within three months of the commencement of Contract 34787-5W.
- Provide construction administration and supervision services for this work package.
- Provide project close-out services.

C3.3.3 Description of Work to be Performed in Work Package 3

Work Package 3 will begin once the Employer approves the tender and bid specification documentation for Work Package 2. Work Package 3 must start within 3 months after the award of Contract 34787-5W. The scope of Work Package 3 includes, but is not limited to, the following:

- Desktop analysis and field investigations to identify critical reservoir zones and water mains needing replacement, based on the infrastructure leakage index (ILI), economic level of leakage (ELL), burst frequency, return on investment (ROI), and payback period. The PSP must identify at least 300km of critical water mains for replacement.
- Completion of pipe replacement designs for at least 50km of water mains.
- Coordinate with all relevant stakeholders (EWS Operations, Planning, GIS, etc.).
- Obtain wayleaves, environmental authorizations, and any other authorizations to undertake the pipe replacement.
- Prepare tender documentation for contractor procurement for the replacement of at least 50km of water mains.
- Provide construction monitoring and supervision services.
- Undertake project close-out duties.

C3.4 PROJECT AREA

The project area covered by this contract includes all storage and reticulation systems within the EWS supply area. For the purposes of this contract, a reservoir supply zone refers to either reticulation and consumers supplied from a storage reservoir owned, operated, and maintained by EWS, or reticulation and consumers supplied downstream of an Umgeni Water sales point.

C3.5 INFORMATION TO BE PROVIDED BY EWS

Upon the award of this contract, the Employer will make the following information available electronically (in ArcMap format):

- Cadastral information.
- Reticulation and fittings information.
- Storage reservoirs, elevated tanks, and break pressure tank information.
- Latest reservoir supply zone polygons.
- Bulk and district meter information.
- PRV information.
- 2m contours.

C3.6 SCOPE OF SERVICES

As mentioned above, the scope of services for this contract is divided into 3 work packages. A detailed breakdown for each work package is provided below.

C3.6.1 Scope of Services to be Performed in Work Package 1

C3.6.1.1 Construction Administration and Inspection

During the construction administration and inspection stage, the PSP shall:

- Review and accept responsibility for the Contract Document.
- Set up, attend, and prepare the minutes of the site handover meeting.
- Issue construction documentation in accordance with the documentation schedule.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flow to ensure allocated budgets are sufficient.
- Prepare monthly project completion estimates and submit to the Employer.
- Prepare proactive estimates of proposed variations for Employer decision-making.
- Attend regular site, technical, and progress meetings and prepare minutes.
- Inspect the works for conformity to contract documentation.
- Review outputs of quality assurance procedures and advise the Contractor and Employer on adequacy and need for additional controls, inspections, and testing.
- Adjudicate and resolve financial claims by contractors.
- Establish and maintain a financial control system to ensure the project remains within municipal financial authority.
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates to be issued by the principal agent.
- Witness and review all tests and mock-ups carried out on site.
- Check and approve contractor drawings for compliance with contract documents.
- Update and issue drawing register.
- Issue contract instructions as and when required.
- Inspect the works and issue practical completion and defect lists.
- Arrange for delivery of all test certificates, including certificates of compliance, statutory and other approvals, and record drawings.

The deliverables for the construction administration and inspection stage will include, but not be limited to:

- Schedules of predicted cash flow.
- Construction documentation.
- Drawing register including signed construction drawings.
- Estimates for proposed variations.
- Contract instructions.
- The delivery of claim rulings after consulting with both the Employer and Contractor.
- Monthly construction progress reports.
- Financial control reports.
- Valuations for payment certificates.
- Progressive and draft final accounts.
- Practical completion and defects list.
- All statutory certifications and certificates of compliance that are required by the local and other statutory authorities.

The PSP will be remunerated with a fixed fee for all work done under C3.6.1.1.

C3.6.1.2 Close Out of Work Package 1

During the close-out of Work Package 1, the PSP shall:

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

The deliverables for the close out of Work Package 1 will include, but not be limited to:

- Valuations for payment certificates.
- Works and final completion lists.
- As-built drawings and documentation (to be submitted within a month from the completion of Contract 34787-5W).
- Geographic Information System (GIS) data reflecting all changes made to the reservoir supply zone, which is in accordance with the GIS data template for each attribute (which includes, but is not limited to, reservoir zone polygons, DMA polygons, zone dividers, meter connection points, etc). The PSP must have detailed discussions with EWS Engineering and the Data Service Division to confirm the data template and format required to submit as-built data, so that it can be seamlessly integrated into the existing GIS. A "GIS As-built Drawing Checklist" has been included as Annexure C3.16.4 for reference purposes.
- Final accounts.
- A close-out report. The close-out report shall have the following:
 - The comparison of the flow data (average, maximum, and minimum) into the reservoir zone or DMA pre and post pipe replacement.
 - The comparison of the ILI and real loss volumes pre and post pipe replacement per reservoir zone upgraded.
 - An economic analysis of the pipe replacement upgrade, i.e., return on investment (ROI) calculation per reservoir zone upgraded.

The PSP will be remunerated with a fixed fee for all work done under C3.6.1.2.

C3.6.2 Scope of Services to be Performed in Work Package 2

Work Package 2 must commence upon the award of Contract 34787-5W. The detailed scope of services for Work Package 2 can be found below.

C3.6.2.1 Design Review

During the design review stage, the PSP shall:

- Set up, attend, and prepare the minutes of all project meetings.
- Review all designs prepared under PSC 2017/003 (approximately 40 km of water main replacement).
- Obtain/update wayleaves, environmental authorizations, and other required authorizations.
- Liaise, cooperate, and provide information to the employer, stakeholders, and others involved in the project.
- Submit reviewed designs to the Employer for approval.

The deliverables for the design review stage will include, but not be limited to, the following:

- Signed minutes of all meetings held with regard to this project.
- Project cost estimates.

- Programme of works.
- Reviewed and amended design drawings.
- Wayleaves and other required authorizations.

The PSP will be remunerated with a fixed fee for all work done under C3.6.2.1.

C3.6.2.2 Documentation and Procurement

During the documentation and procurement stage, the PSP shall:

- Set up, attend, and prepare minutes of all project meetings.
- Prepare specifications for the works.
- Accommodate services design.
- Review cost estimates and adjust designs and documents as needed to remain within budget.
- Prepare contractor procurement documentation in line with the latest eThekweni Municipality Supply Chain Management policy and processes.
- Review designs, drawings, and schedules, and align with the requirements of the latest version of eThekweni Municipality's SCM policy and processes.
- Hold a compulsory clarification meeting and prepare its minutes.
- Address all tender and technical enquiries.
- Prepare the tender bid specification report and tender document.
- Prepare the contract documentation and submit it to the Employer for signatures.
- Adjudicate tenders and recommend the most responsive tenderer.
- Prepare a bid evaluation report for submission to the Employer's bid committee.
- Assist in pricing, documentation, and tender evaluation as required.

The deliverables for the documentation and procurement stage will include, but not be limited to, the following:

- A completed construction procurement document within 3 months after the award of Contract 34787-5W.
- A completed bid specification report.
- Signed minutes of all meetings held with regard to this project.
- A tender evaluation report that is in accordance with eThekweni Municipality's standards.

The PSP will be remunerated with a fixed fee for all work done under C3.6.2.2.

C3.6.2.3 Construction Administration and Inspection

During the construction administration and inspection stage, the PSP shall:

- Review and accept responsibility for the Contract Document.
- Set up, attend, and prepare the minutes of the site handover meeting.
- Issue construction documentation in accordance with the documentation schedule.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flow to ensure allocated budgets are sufficient.
- Prepare monthly project completion estimates and submit to the Employer.
- Prepare proactive estimates of proposed variations for Employer decision-making.
- Attend regular site, technical, and progress meetings and prepare minutes.
- Inspect the works for conformity to contract documentation.
- Review outputs of quality assurance procedures and advise the Contractor and Employer on adequacy and need for additional controls, inspections, and testing.

- Adjudicate and resolve financial claims by contractors.
- Establish and maintain a financial control system to ensure the project remains within municipal financial authority.
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates to be issued by the principal agent.
- Witness and review all tests and mock-ups carried out on site.
- Check and approve contractor drawings for compliance with contract documents.
- Update and issue drawings register.
- Issue contract instructions as and when required.
- Inspect the works and issue practical completion and defect lists.
- Arrange for delivery of all test certificates, including certificates of compliance, statutory and other approvals, and record drawings.

The deliverables for the construction administration and inspection stage will include, but not be limited to, the following:

- Schedules of predicted cash flow.
- Construction documentation.
- Drawing register including signed construction drawings.
- Estimates for proposed variations.
- Contract instructions.
- The delivery of claim rulings after consulting with both the Employer and Contractor.
- Monthly construction progress reports.
- Financial control reports.
- Valuations for payment certificates.
- Progressive and draft final accounts.
- Practical completion and defects list.
- All statutory certifications and certificates of compliance that are required by the local and other statutory authorities.

The PSP will be remunerated with a fixed fee for all work done under C3.6.2.3.

C3.6.2.4 Close Out of Work Package 2

During the close-out of Work Package 2, the PSP shall:

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

The deliverables for the close out of Work Package 2 will include, but not be limited to, the following:

- Valuations for payment certificates.
- Works and final completion lists.
- As-built drawings and documentation (to be submitted within a month from the completion of Contract 34787-5W).
- Geographic Information System (GIS) data reflecting all changes made to the reservoir supply zone, which is in accordance with the GIS data template for each attribute (which includes, but is not limited to, reservoir zone polygons, DMA polygons, zone dividers, meter connection points, etc.). The PSP must have detailed discussions with EWS Engineering and the Data Service Division to confirm the

data template and format required to submit as-built data, so that it can be seamlessly integrated into the existing GIS. A “GIS As-built Drawing Checklist” has been included as Annexure C3.16.4 for reference purposes.

- Final accounts.
- A close-out report. The close-out report shall have the following:
 - The comparison of the flow data (average, maximum, and minimum) into the reservoir zone or DMA pre and post pipe replacement.
 - The comparison of the ILI and real loss volumes pre and post pipe replacement per reservoir zone upgraded.
 - An economic analysis of the pipe replacement upgrade, i.e., return on investment (ROI) calculation per reservoir zone upgraded.

The PSP will be remunerated with a fixed fee for all work done under C3.6.2.4.

C3.6.3 Scope of Services to be Performed in Work Package 3

C3.6.3.1 Desktop Analysis

The detailed description of services under Work Package 3 is provided below. A workflow diagram for Work Package 3 is available in Annexure C3.16.3.

In performing the desktop analysis, the PSP shall:

- Conduct a desktop study (primarily using ArcMap GIS) to determine critical reservoir supply zones using three primary selection criteria, which include:
 - The reservoir zones must fall within the urban edge of the eThekweni Municipality area of supply.
 - The age of the pipe shall be at least ten years or older.
 - The pipe diameters targeted for replacement shall be in the range of 75mm to 250mm nominal diameter, irrespective of material type.
- Carry out a burst frequency analysis of the reservoirs selected in a) above to determine the historical repair costs associated with that zone. The PSP is to utilize the Employer's Faultman database to carry out the burst frequency analysis and estimate the associated repair costs. With this in mind, the PSP is to select reservoir zones where the estimated annual repair and real loss costs exceed the estimated costs of completely replacing the pipe.
- Determine the Infrastructure Leakage Index (ILI) where information is available from the Employer for the reservoir zone selected in b) above. The Employer requires that all reservoirs with an ILI greater than 8 be prioritized for the pipe replacement programme. The ILI (before intervention) will be used as a benchmark performance indicator. The PSP is to notify the Employer if there is not enough information to calculate the ILI. The Employer will then ensure the necessary infrastructure is established so the benchmark ILI and costs of real losses can be determined.
- Establish District Metering Areas (DMAs) to ring fence pipes to be replaced within the critical reservoir zone identified in a) and c) above. This will also help establish the ILI for the DMA before intervention and will be used to measure improvement in the reservoir supply system. The Employer may choose to install zone bulk meters if none exist in the area ring-fenced for pipe replacement, or the PSP will need to use strap-on water meters.
- Determine the average reservoir zone operating pressure (AZP) within the DMAs identified in d) above.
- The Employer has implemented pressure management to achieve an average zone pressure of approximately 42m in most of eThekweni Municipality's reservoir supply zones. If the PSP encounters pressure management zones that are not working as intended during the investigation stages of this

contract, the Employer expects the PSP to engage with the relevant Operation Department to reinstate the zones to their approved design intent.

The PSP will be remunerated on a time-based fee for all work done under C3.6.3.1.

C3.6.3.2 Field Investigations

The field investigations undertaken by the PSP shall include, but not be limited to, the following:

- a) The verification of all key water-related infrastructure (valves, hydrants, zone dividers, meters, pressure control valves, etc.). This verification exercise will confirm the integrity of the existing reservoir/DMA zone extent. The PSP shall coordinate any remedial work required with the zones where these assets are either missing or faulty. The Employer requires the reservoir zone or DMA to be discrete prior to any pipe replacement work being done.
- b) The installation of data loggers at key metering sites (reservoir outlets and DMAs) to establish a benchmark for monitoring the improvement of the zone after pipe replacement has taken place.
- c) The conduction of zone discreteness testing in zones where it is not possible to establish a distinct supply zone by verification of the key components as described in a) above. The PSP is to be aware that there are operational protocols in place to manage zone discreteness testing, which include the following:
 - I. Inform the relevant divisions within EWS of the affected areas.
 - II. Obtain approval from EWS Operations Division for shutdown plan (which includes a risk assessment and method statement for the zone discreteness testing).
 - III. Arrange for notice boards to be erected 48 hours before a planned shutdown.
 - IV. Report any incidents (bursts, leaks, consumer complaints, etc) to the Employer that have arisen as a result of the zone discreteness testing.

The PSP will be remunerated on a time-based fee for all work done under C3.6.3.2.

C3.6.3.3 Design Development (i.e. Detailed Design)

During the design development stage, the PSP shall:

- Set up, attend, and prepare the minutes of all meetings (This shall include but not be limited to design and consultants meetings) pertaining to this project.
- Incorporate the Employer's and authorities' detailed requirements into the design.
- Prepare design development drawings, including draft technical details and specifications.
- Review, evaluate design, outline specification, and exercise cost control.
- Prepare detailed construction cost estimates for all elements of the project.
- Obtain wayleaves, environmental authorizations, and any other authorizations required.
- Provide financial administration services.
- Liaise, cooperate, and provide necessary information to others involved in the project.
- Submit designs to the employer for approval.
- Submit the necessary design documentation to local and other authorities for approval.

The deliverables for the design development stage will include, but not be limited to, the following:

- A report detailing all water mains identified for replacement. The PSP must identify at least 200 km of water mains for replacement.
- Detailed design reports and drawings. The PSP must design the replacement for at least 100 km of water mains.
- Detailed outline of specifications.
- Detailed estimates of construction costs.
- Signed minutes of all meetings held with regard to this project.
- Revised programme of works.

- Hand calculations or spreadsheets for the detailed designs.
- Wayleaves and any other authorizations needed.

The PSP will be remunerated with a fixed fee for all work done under C3.6.3.3.

C3.6.3.4 Documentation and Procurement

During the documentation and procurement stage, the PSP shall:

- Set up, attend, and prepare minutes of all project meetings.
- Prepare specifications and preambles for the works.
- Accommodate services design.
- Review cost estimates and adjust designs and documents as needed to remain within budget.
- Prepare contractor procurement documentation in line with the latest eThekweni Municipality Supply Chain Management policy and processes.
- Review designs, drawings, and schedules, and align with the requirements of the latest version of eThekweni Municipality's SCM policy and processes.
- Hold a compulsory clarification meeting and prepare its minutes.
- Address all tender and technical enquiries.
- Prepare the tender bid specification report and tender document.
- Prepare the contract documentation and submit it to the Employer for signatures.
- Adjudicate tenders and recommend the most responsive tenderer.
- Prepare a bid evaluation report for submission to the Employer's bid committee.
- Assist in pricing, documentation, and tender evaluation as required.

The deliverables for the documentation and procurement stage will include, but not be limited to, the following:

- A completed construction procurement document for at least 25 km of pipe replacements
- A completed bid specification report.
- Signed minutes of all meetings held with regard to this project.
- A tender evaluation report that is in accordance with eThekweni Municipality's standards.

The PSP will be remunerated with a fixed fee for all work done under C3.6.3.4.

C3.6.3.5 Construction Administration and Inspection

During the construction administration and inspection stage, the PSP shall:

- Review and accept responsibility for the Contract Document.
- Set up, attend, and prepare the minutes of the site handover meeting.
- Issue construction documentation in accordance with the documentation schedule.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flow to ensure allocated budgets are sufficient.
- Prepare monthly project completion estimates and submit to the Employer.
- Prepare proactive estimates of proposed variations for Employer decision-making.
- Attend regular site, technical, and progress meetings and prepare minutes.
- Inspect the works for conformity to contract documentation.
- Review outputs of quality assurance procedures and advise the Contractor and Employer on adequacy and need for additional controls, inspections, and testing.
- Adjudicate and resolve financial claims by contractors.
- Establish and maintain a financial control system to ensure the project remains within municipal

financial authority.

- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates to be issued by the principal agent.
- Witness and review all tests and mock-ups carried out on site.
- Check and approve contractor drawings for compliance with contract documents.
- Update and issue drawings register.
- Issue contract instructions as and when required.
- Inspect the works and issue practical completion and defect lists.
- Arrange for delivery of all test certificates, including certificates of compliance, statutory and other approvals, and record drawings.

The deliverables for the construction administration and inspection stage will include, but not be limited to, the following:

- Schedules of predicted cash flow.
- Construction documentation.
- Drawing register including signed construction drawings.
- Estimates for proposed variations.
- Contract instructions.
- The delivery of claim rulings after consulting with both the Employer and Contractor.
- Monthly construction progress reports.
- Financial control reports.
- Valuations for payment certificates.
- Progressive and draft final accounts.
- Practical completion and defects list.
- All statutory certifications and certificates of compliance that are required by the local and other statutory authorities.

The PSP will be remunerated with a fixed fee for all work done under C3.6.3.5.

C3.6.3.6 Close Out of Work Package 3

During the close-out of Work Package 3, the PSP shall:

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

The deliverables for the close out of Work Package 3 will include, but not be limited to, the following:

- Valuations for payment certificates.
- Works and final completion lists.
- As-built drawings and documentation (to be submitted within a month from the completion of Contract 34787-5W).
- Geographic Information System (GIS) data reflecting all changes made to the reservoir supply zone, which is in accordance with the GIS data template for each attribute (which includes, but is not limited to, reservoir zone polygons, DMA polygons, zone dividers, meter connection points, etc.). The PSP must have detailed discussions with EWS Engineering and the Data Service Division to confirm the data template and format required to submit as-built data, so that it can be seamlessly integrated into the existing GIS. A "GIS As-built Drawing Checklist" has been included as Annexure C3.16.4 for reference purposes.

- Final accounts.
- A close-out report. The close-out report shall have the following:
 - The comparison of the flow data (average, maximum, and minimum) into the reservoir zone or DMA pre and post pipe replacement.
 - The comparison of the ILI and real loss volumes pre and post pipe replacement per reservoir zone upgraded.
 - An economic analysis of the pipe replacement upgrade, i.e., return on investment (ROI) calculation per reservoir zone upgraded.

The PSP will be remunerated with a fixed fee for all work done under C3.6.3.6.

C3.6.4 Additional Duties

Additional duties that are required shall be remunerated on a time-based fee. The time-based fee for each staff member must be entered in Part C2 of this document. The rates submitted shall be utilized for the duration, which will include for any extension of the period of performance by the bid committee. If the PSP submits a non-numerical rate or the PSP fails to submit a rate, then that additional duty shall be taken to be done at a zero rate.

C3.6.5 Construction Monitoring

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

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

C3.6.6 Non-Award of Construction Contracts

In the event that any of the construction contracts for the pipe replacement works are declared a non-award, the PSP will, upon written instruction from the Employer:

- Review previous tender documentation to identify and document any deficiencies, ambiguities, inconsistencies, omissions, or impractical requirements, and present these findings to the Employer for review.
- Compile a complete set of revised tender documents and the Bid Specification Report using the latest approved EWS templates.
- Conduct the compulsory site clarification meeting for the re-advertised tender and prepare the attendance register, presentation materials, and any required addenda.
- Evaluate all tenders received.
- Compile the Bid Evaluation Report, including all supporting documentation, recommendations, scoring schedules, and compliance assessments, for the Employer's review and approval.

The complete the Bid Specification Report and the revised tender document must be submitted to the Employer within one month from the date the previous tender is formally declared a non-award.

The PSP will a fixed sum for be paid a fixed lump sum for the work described above. This amount, as stated in the Contract, covers all professional fees, disbursements, and associated costs required to fulfil obligations arising from a non-award. The rate submitted shall be utilized for the duration, which will include for any extension of the period of performance by the bid committee. If the PSP submits a non-numerical rate or the PSP fails to submit a rate, then that additional duty shall be taken to be done at a zero rate.

C3.7 CONSTRUCTION QUALITY MANAGEMENT SYSTEM

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

C3.8 OMISSION AND ERRORS

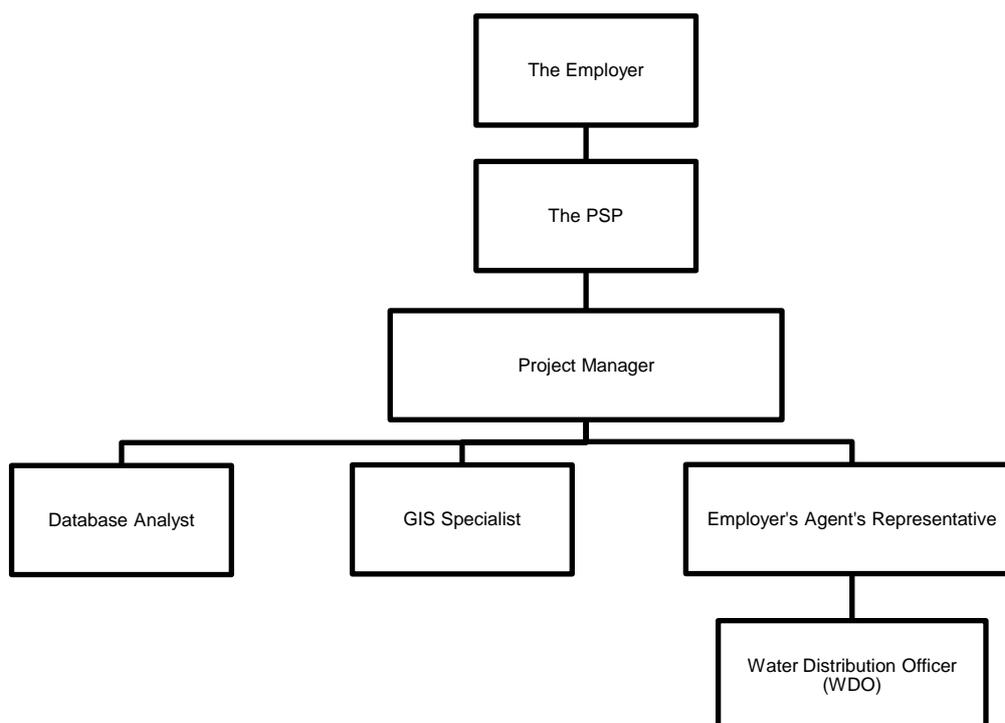
The PSP will not be reimbursed for rectifying errors or omissions identified by the Employer during the performance of the services listed in C3.6.

C3.9 CO-OPERATION WITH OTHERS WHO ARE DIRECTLY/INDIRECTLY INVOLVED

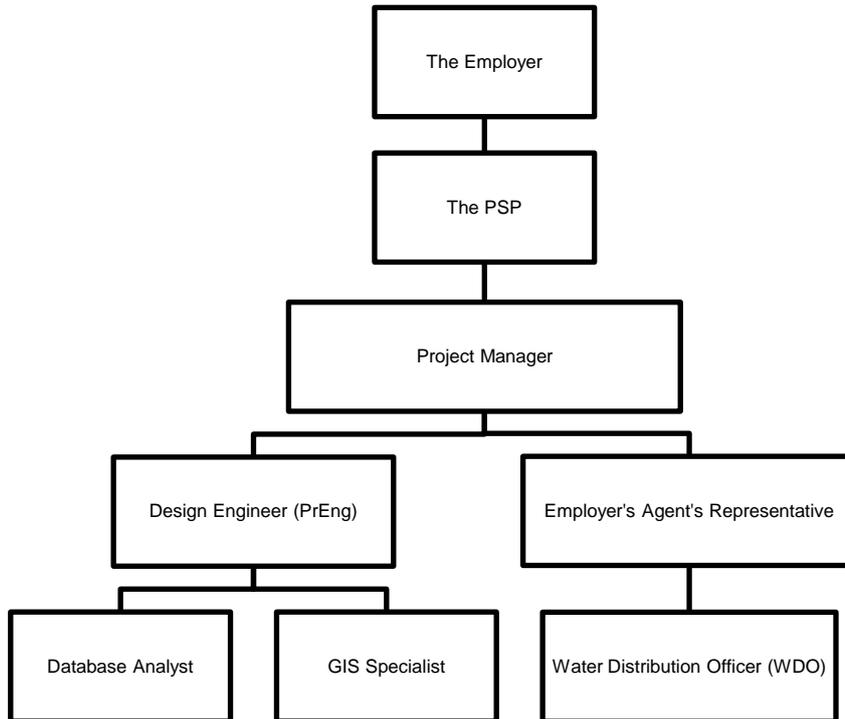
The PSP is to be aware that there will be interactions with various branches within EWS and must take this into account in the preparation of his/her bid and pricing. The PSP must also be aware that although the Employer is represented by the Water Design Branch, there are other branches and divisions within the Employer's Directorate who are indirectly involved in work taking place at project sites (Bulk Infrastructure, Water Operations, and Customer Services).

C3.10 TEAM STRUCTURE

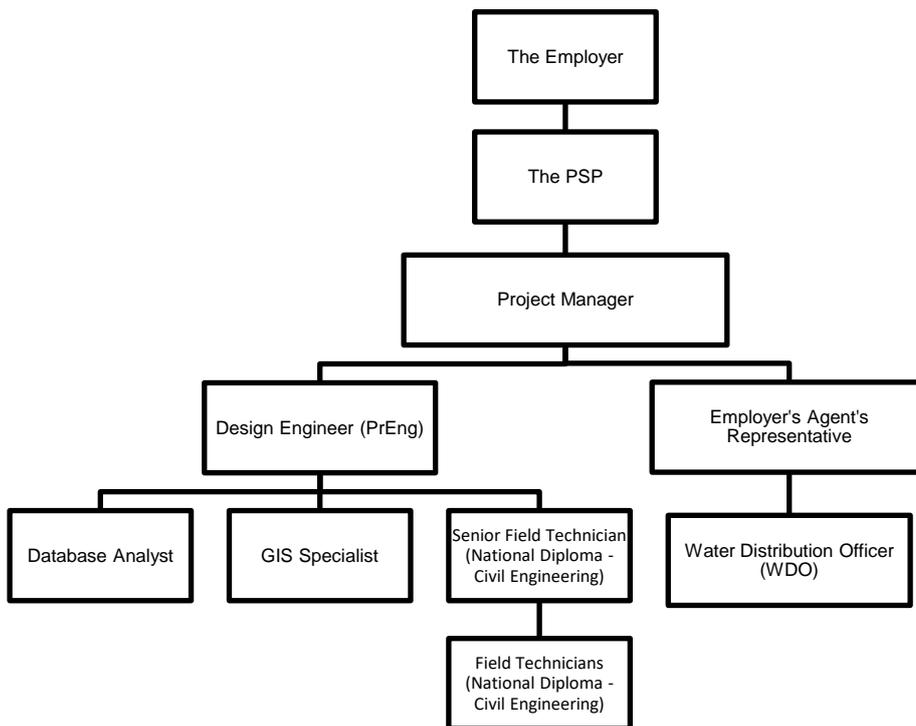
The proposed team structure for Work Package 1 is shown below. The Employer envisages that Work Package 1 activities will be carried out over a period of 24 months.



The proposed team structure for Work Package 2 is shown below. The Employer envisages that Work Package 2 activities will be carried out over a period of 36 months.



The proposed team structure for Work Package 3 is shown below. The Employer envisages that Work Package 3 activities will be carried out over a period of 33-36 months.



It must be noted that the Employer will only allow the following resources to be shared between Work Package 1, 2 & 3:

- Database Analyst.
- GIS Specialist.
- Project Manager.
- Water Distribution Officer.
- Design Engineer.

The Water Distribution Officer (WDO) shall be stationed at the nearest depots and shall be made available to the professional team as and when required for assisting with shutdowns and verification of key components in the water distribution system. In all other instances, the WDO shall assist the EWS Operations staff with their daily activities.

C3.11 KEY PERFORMANCE INDICATORS

The PSP shall timeously provide any information that the Employer may require for the purposes of reporting on key performance indicators (KPIs). Notwithstanding this, the KPIs that have been adopted for this Contract will include, but not be limited to, the following:

- I. Real Loss Indicator – litres/connection/day
- II. ILI
- III. Burst Frequency Index

C3.12 CONTRACT REQUIREMENTS

C3.12.1 General

The *PSP* shall:

- a) provide the services as described in this document in a manner that enables the Employer to achieve the programme objectives as set out in Section C3 of this Scope of Work.
- b) in the provision of the services observe all relevant statutes, by-laws and associated regulations, standards of professional conduct and “best practice”, as laid down, or recommended, by an applicable professional association, if any.
- c) identify the health and safety requirements in terms of the Occupational Health and Safety Act, 1993, and incorporate them in any scope of work issued to a Contractor. Upon the Employer’s instruction, the PSP shall appoint a service provider to act as the Employer’s health and safety agent for all works issued to the contractor (A provisional sum has been allowed in the pricing schedule).
- d) provide the service in accordance with the requirements of the contract with reasonable skill, care and diligence which is to be expected of a competent Service Provider of the relevant discipline who is experienced in providing similar services in relation to projects of a similar size, scope and complexity.
- e) manage and provide the services in such a manner that a minimum of 95% of the budget allocated to a particular financial year is spent by the end of that financial year.
- f) endeavor to maintain continuity of staff in so far as it may be reasonable to do so.

C3.12.2 Details to be provided with Service Provider's Invoices

The Employer shall set out the information that he will require from the Service Provider with each invoice to enable the invoice to be checked for correctness. Such information shall include a list of all assets used by the PSP.

C3.12.3 Record Information

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

C3.12.4 Liability

The professional liability remains with the PSP for all output (designs, drawings, reports, etc.) produced for this project.

C3.12.5 Escalation to be applied by Employer

Escalation on the tendered rates for staff and tendered sum will be allowed on the following basis only:

- a) The advertisement date of this tender will be the base date.
- b) No escalation will be allowed for twelve (12) months from the base date.
- c) Each subsequent twelve (12) month period, after the period described in b) above, an increase to the tendered rates for the staff will be allowed.
- d) This increase will be no higher than the 1st July percentage increase applied to eThekweni Water Services Directorate staff during the twelve-month period in question.
- e) This percentage increase will be applied for the full twelve-month period in question.
- f) For the tendered sum items, only the outstanding amount due will be subject to escalation.

C3.13 INSTITUTIONAL SOCIAL DEVELOPMENT (ISD) CONSULTANT

The PSP shall appoint an ISD consultant either on a full-time basis or a part-time basis. The duties of the ISD consultant shall include, but not be limited to, the following:

- The formation and maintenance of good relationships with members of the public who are affected by this project.
- Setting up and attending meetings with members of the public.
- Liaising with the public on the project's progress. Please note that the ISD consultant must be able to communicate in isiZulu and English.
- Forming the project steering committee.
- Resolve conflicts/disputes between the community, contractors, consultants and the other project stakeholders.
- The formation of the labor desk.
- The facilitation of local labor recruitment and retrenchment process.
- Engaging with the relevant stakeholders over the duration of the project.
- The coordination of other institutional and social development project-related activities, as and when required.

A provisional sum has been allocated in Section C2.2 for an ISD consultant.

C3.14 PROVISION OF SECURITY

The PSP will be responsible for the provision of security guards to accompany all field-based resources in high-risk areas only.

The minimum recommended security to be provided must meet the following requirements (it must be noted that the Employer will not be liable for any claim from the PSP in complying with these requirements):

- The security guards must be armed with firearms and have radio contact via a two-way radio or cell phone with their control centre;
- Security must be provided during usual working days, work nights, weekends and public holidays;
- The security guard must travel in the PSP's vehicle;
- Optimum use is made of the security resource so that there is no "fruitless" expenditure. Any unreasonable underutilisation will be for the PSP's account.
- The security company providing the security services must be PSiRA accredited.

An allowance for the provision of minimum security has been made in the Pricing Schedule.

Should the PSP be of the opinion that the minimum-security requirements (as stated above) are insufficient to meet the requirements of the contract, the PSP may make provision for additional security at his/her own expense. Any such additional cost is deemed to be included in the tendered rates.

C3.15 FACILITIES AND EQUIPMENT

During the term of this Contract, the Tenderer shall provide data logging services, including pressure and flow logging, and GPSing of EWS infrastructure. The Professional Service Provider (PSP) shall provide all required data loggers, data logging equipment, GPS units, and any other equipment needed to perform the services, whether owned or hired. All responsibility and liability for such equipment, whether owned or hired, shall remain solely with the PSP for the duration of the Contract, including any extensions granted by the bid committee.

C3.16 ANNEXURES

1. **STANDARD CONDITIONS OF TENDER**

2. **CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT**

3. **WORKFLOW DIAGRAM**

4. **GIS AS-BUILT DRAWING CHECKLIST**

5. **HEALTH AND SAFETY SPECIFICATIONS**

C3.16.1 STANDARD CONDITIONS OF TENDER – CIDB SFU (2015)**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 anti-competitive 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:

- i) *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 may create an appearance of inequity that may undermine the confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- ii) *Conflicts of interest in respect of those engaged in the procurement process include those, inherent or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligations, allegiance or loyalty which would be, or may 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

C3.16.2 CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT

STANDARD PROFESSIONAL SERVICES CONTRACT

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

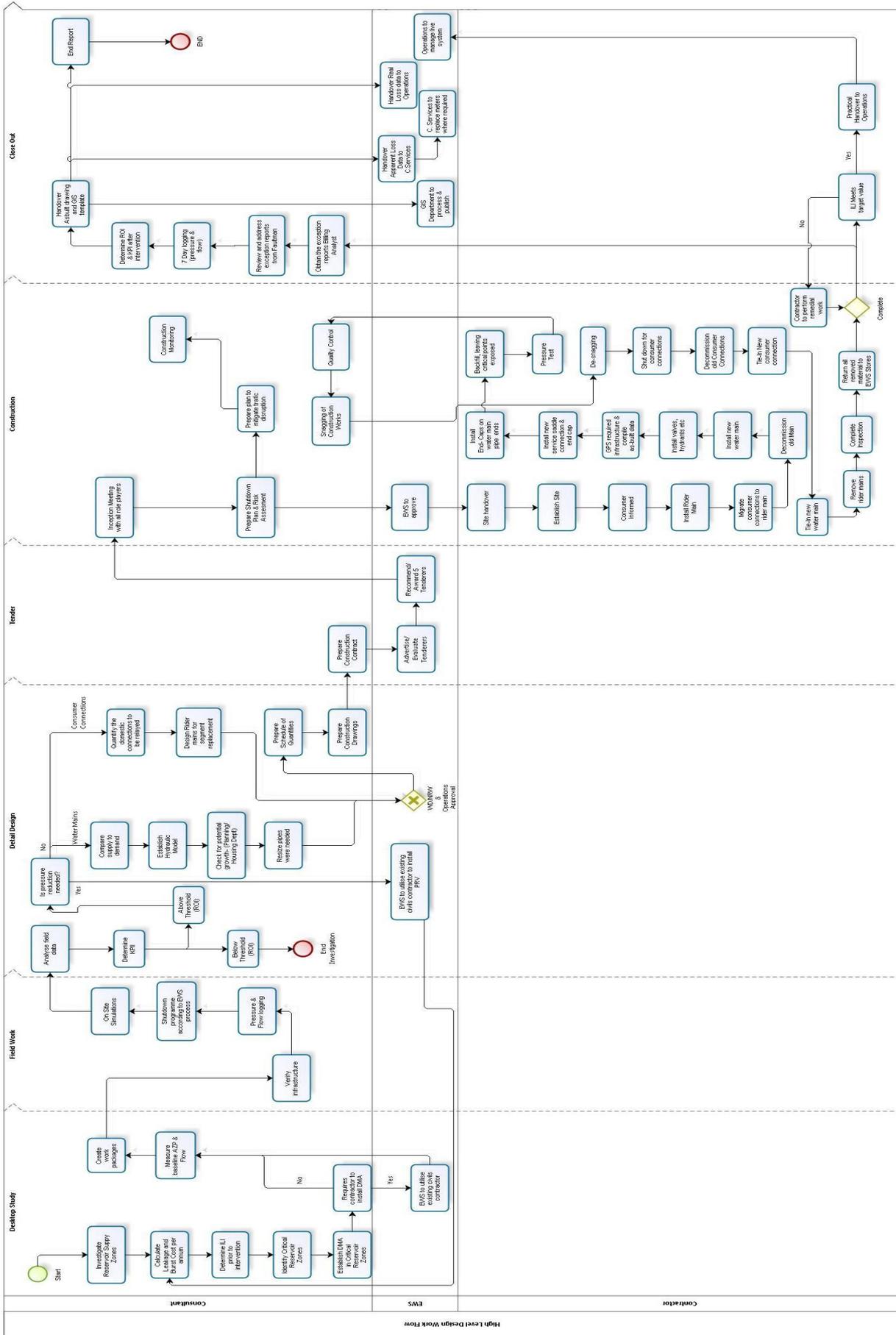


Construction Industry Development Board
Pretoria
Tel: 012 343 7136 or 012 481 9030
Fax: 012 343 7153
E-mail: cidb@cidb.org.za

July, 2009: Edition 3 of CIDB document 1015

Standard Professional Services Contract

C3.16.3 WORK FLOW DIAGRAM



C3.16.4 GIS AS-BUILT DRAWING CHECKLIST

C3.16.5 HEALTH AND SAFETY SPECIFICATION