

CLUSTER
Trading Services

UNIT
Water & Sanitation

DEPARTMENT
Water & Sanitation Engineering and Data Services

PROCUREMENT DOCUMENT
PROFESSIONAL SERVICES

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

Contract No: 30399-5W

Contract Title: Professional Services Contract for the Implementation of Water Conservation and Water Demand Management Strategies within the Central and Southern Operational Areas of the eThekweni Municipality

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: Compulsory Clarification Meeting

Meeting Location, Date, Time: 09 September 2024 at 12:00am
Teams Meeting ID: 351 220 548 340
Passcode: 428rYH

Queries can be addressed to: Simon Scruton
The Employer's Agent's: Tel: 031-311-8744
Representative: eMail: Simon.scruton@durban.gov.za
Cc: Nombulelo.Cele2@durban.gov.za. Email queries to be submitted 26 September 2024 and consolidated answers to questions to be uploaded 03 October 2024.

TENDER SUBMISSION

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

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

SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153
email: selfservice@durban.gov.za

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

Closing Date/ Time: Friday, 11 October 2024

at 11h00

FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: Water & Sanitation Engineering and Data Services

Date of Issue: 30/08/2024

Document Version: 14/03/2023

FOR OFFICIAL USE ONLY

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

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PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for Professional Services to analyse, design and implement Water Conservation and Water Demand Initiatives to reduce the Non-Revenue Water Levels within the eThekweni Municipality.

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Water & Sanitation Engineering and Data Services	F.1.1.1
Tender Documents	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the National Treasury's eTenders website or the eThekweni Municipality's Website . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
Clarification Meeting	09 September 2024 at 12:00am Teams Meeting ID: 351 220 548 340 Passcode: 428rYH	F.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Simon Scruton Tel: 031-311-8744 eMail: Simon.scruton@durban.gov.za Cc: Nombulelo.Cele2@durban.gov.za	F.2.8
Submitting a Tender Offer	Tender offers shall be delivered to: The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban Bidders are required to also make an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date. SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153 email: selfservice@durban.gov.za	F.2.13
Closing Time	Tender offers shall be delivered on or before Friday, 11 October 2024 at or before 11h00 .	F.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

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

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

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

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

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

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

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

Simon Scruton
Tel: 031-311-8744
eMail: Simon.scruton@durban.gov.za
Cc: Nombulelo.Cele2@durban.gov.za

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

F.2: TENDERER'S OBLIGATIONS

F.2.1.1 Eligibility: General

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

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

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

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

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

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

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

F.2.1.2 Eligibility

Eligibility criteria will be used for the evaluation of this tender. A Tenderer will not be eligible if:

- The Tenderer fails to meet the minimum requirements for section F2.1.2 a);
- Any of the proposed key personnel fails to meet the minimum requirements that are provided in section F2.1.2 b);
- The Tenderer does not meet the minimum requirements for F2.1.2 c).

a) Tenderer's Experience

For the purpose of the Evaluation of Tenderer's Experience the following projects will be deemed as relevant projects:

- Projects that are related to real loss reduction intervention activities such as active leakage control (establishment of DMA's, monitoring systems, etc.), leak detection and repair, pressure management and mains replacement.
- Projects that are related to apparent loss reduction intervention activities such as meter management, data handling controls, accounting controls and policy/enforcement.
- Projects that include sewage flow monitoring (demonstrated competence and equipment – temporary and permanent) and internal leak repair/retrofitting programs;
- Projects related to monitoring, evaluation and performance management activities such as water balances, KPI's, etc.
- Projects involving the installation of advanced PRV controllers which have the ability to allow for remote pressure changes, online monitoring with alarm and pattern change recognition.

In addition to the above requirements, the project must have resulted in the reduction of NRW figures of at least five (5) percent in order for the project to be deemed as a relevant project.

The Tenderer must have completed at least three (3) relevant projects which have a minimum present-day value of ten (10) million rands, over the past fifteen (15) years (February 2009 to date). Where applicable, an escalation of five (5) percent per annum will be applied in order to obtain the present-day project value. The project experience submitted must include reduction in NRW figures of at least 5% that have been signed off by the Client.

Please note that:

- Experience claimed for joint venture work may be included in the evaluation only if the tenderer physically carried out the work aligned with the scope of work in this tender;
- Returnable form T2.2.13: "Eligibility Schedule: Experience of Tenderer" is to be completed by Tenderer. This returnable will be verified by the Employer;
- Returnable form T2.2.14: "Eligibility Schedule: Proforma Employer Reference of Relevant Projects" is to be duplicated for each project completed by the Tenderer. Failure to complete the returnable and/or submit the required documents will result in the project not being considered in the evaluation.

b) Key Personnel

The tenderer is to submit the CVs of the key personnel that are proposed for this project. The following documents must accompany the CVs of each key personnel:

- A signed certified affidavit from the proposed individual stating that he/she is employed by the tenderer, or he/she will be available on a full-time employment, from the commencement of the project until the completion of the project, subject to their mandatory notice period.
- All supporting documents (identity document, qualifications, and professional registration certificates).

Tenderers are to complete Returnable form T2.2.16: "Eligibility Schedule: Key Personnel". All key personnel must meet the minimum eligibility criteria that is prescribed below, if any of the key

personnel fail to meet the eligibility criteria then the Tenderer will be deemed to be ineligible. Please note that if a Tenderer fails to submit the CV or the supporting documents for any of the key personnel then the Tenderer will be deemed to be ineligible. It must be noted that the successful tenderer will be allowed to change the proposed key personnel only if the new key personnel has equal or better qualifications and relevant experience than the original proposed personnel.

1. Key Personnel – Project Manager

The proposed Project Manager must have:

- A Bachelor of Science Degree in Civil Engineering;
- Professional Registration with the Engineering Council of South Africa (ECSA);
- At least twelve (12) years of post-graduate experience relating to the implementation of Water Demand Management interventions and or the implementation of Non-Revenue Water Reduction Programmes.

2. Key Personnel – Project Engineer

The proposed Project Engineer must have:

- A Bachelor of Science Degree in Civil Engineering;
- Professional Registration with the Engineering Council of South Africa (ECSA);
- At least six (6) years of post-graduate experience relating to the implementation of Water Demand Management interventions and or the implementation of Non-Revenue Water Reduction Programmes.

3. Key Personnel – Senior Technicians (X4)

The Tenderer must have 4 Senior Technicians assigned to this project. The Senior Technicians must have:

- A National Diploma in Civil Engineering;
- At least five (5) years of experience relating to the implementation of Water Demand Management interventions and or the implementation of Non-Revenue Water Reduction Programmes.

c) Specialized Equipment

Due to the nature of the work that is to be undertaken, the Tenderer will need specialized equipment. In order to meet the eligibility criteria for Specialized Equipment, the tenderer must provide evidence (in the form of a signed certified affidavit) that he/she owns or has hiring arrangements for the following equipment:

- A minimum of 50 network data loggers;
- A minimum of 5 insertion flow meters;
- A minimum of 2 clamp-on ultrasonic meters.

Tenderers are to complete Returnable form T2.2.17: “Eligibility Schedule: Specialized Equipment ”. If the Tenderer does not meet the requirements stated above or if the Tenderer fails to submit the supporting documents (a signed certified affidavit) then the Tenderer will be deemed to be ineligible.

F.2.2.2 The cost of the tender documents:

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

F.2.6 Acknowledge addenda:

“Addenda will be published, in electronic format, on the websites specified in F.1.2. Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the Tender Data.”

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

Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive.”

F.2.7 Clarification meeting:
09 September 2024 at 12:00am
Teams Meeting ID: 351 220 548 340
Passcode: 428rYH

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

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

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

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

- Contract No. : **30399-5W**
- Contract Title : **Professional Services Contract for the Implementation of Water Conservation and Water Demand Management Strategies within the Central and Southern Operational Areas of the eThekweni Municipality**

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

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

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

SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153 email: selfservice@durban.gov.za

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

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

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

- Date : **Friday, 11 October 2024**
- Time : **11h00**

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

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

Tenderers are to include, at the back of their tender submission document, a printout of the

required documents/ certificates.

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

Tax Clearance

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

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

Failure to comply will make the tender non-responsive.

Central Supplier Database (CSD)

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

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

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

F.3: THE EMPLOYER'S UNDERTAKINGS

F.3.1.1 Respond to requests from the tenderer:

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

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

F.3.11 Evaluation of Tender Offers:

Eligibility

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in Clause F.2.1 and Clause F.2.1.2 Tenderers not in compliance will be deemed non-responsive.

Preference Point System

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

Price Points

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

Preference Points

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

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

- **Ownership Goal**

Goal Weighting: 100%

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

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

<p>The Weightings of the Ownership Categories will be:</p> <ul style="list-style-type: none"> • w1 = 100% (where: w1 + w2 + w3 = 100%)
<p>Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status)</p> <ul style="list-style-type: none"> • Companies and Intellectual Property Commission registration document (CIPC) • CSD report. • B-BBEE Certificate of the tendering entity. • Consolidated BBBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). • Agreement for a Consortium, Joint Venture, or Trust.

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

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

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

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

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

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 Appeals

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

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

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

T1.2.3.4 Targeted Procurement

Targeted Procurement provisions are not applicable to this tender.

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

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

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

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T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages 17 to 43.

NOTE

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

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

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

Reference is to be made to Clauses F.2.1(c) and F.2.7 of the Tender Data. Attendance registered in the Teams meeting shall determine that the tendering company was present at the clarification meeting.

This is to certify that:

(tenderer name):

of (address):

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

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

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

Particulars of person(s) attending the meeting:

Name:	Name:
Signature:	Signature:
Capacity:	Capacity:.....

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

Name:

Signature:

Date:

T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

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

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

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

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.4 MBD 4: DECLARATION OF INTEREST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

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

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

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

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

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

NAME (Block Capitals): **Date**

SIGNATURE:

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

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

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

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

1.0 GENERAL CONDITIONS

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

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

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

1.3 Preference Points for this tender shall be awarded for:

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

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

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

2.0 DEFINITIONS

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

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

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

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

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black)	20	n/a		n/a
Total CLAIMED Points (20 Maximum)				n/a

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

I acknowledge that:

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

NAME (Block Capitals):

Date

SIGNATURE:

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

1. This Municipal Bidding Document must form part of all bids invited.
2. 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. 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. In order to give effect to the above, the following questions must be completed and submitted with the bid.

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

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

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

Circle Applicable	
YES	NO

4.1.1 If YES, provide particulars.

.....

.....

.....

.....

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

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

YES	NO
-----	----

4.2.1 If YES, provide particulars.

.....

.....

.....

.....

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

YES	NO
-----	----

4.3.1 If YES, provide particulars.

.....

.....

.....

.....

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

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

.....

.....

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

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

.....

.....

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

T2.2.8 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

NOTES

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

1. This Municipal Bidding Document (MBD) must form part of all **bids**¹ invited.
2. 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. 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. 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. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

.....

.....

T2.2.9 JOINT VENTURES AGREEMENTS

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

T2.2.10 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.11 DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.12 CSD REGISTRATION REPORT


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

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

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

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

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.13 ELIGIBILITY SCHEDULE: EXPERIENCE OF TENDERER

The experience of the Tenderer will be evaluated in this section. For the purpose of the Evaluation of Tenderer’s Experience the following projects will be deemed as relevant projects:

- Projects that are related to real loss reduction intervention activities such as active leakage control (establishment of DMA’s, monitoring systems, etc.), leak detection and repair, pressure management and mains replacement.
- Projects that are related to apparent loss reduction intervention activities such as meter management, data handling controls, accounting controls and policy/enforcement.
- Projects that include sewage flow monitoring (demonstrated competence and equipment –temporary and permanent) and internal leak repair/retrofitting programs;
- Projects related to monitoring, evaluation and performance management activities such as water balances, KPI’s, etc.
- Projects involving the installation of advanced PRV controllers which have the ability to allow for remote pressure changes, online monitoring with alarm and pattern change recognition.

In addition to the above requirements, the project must have resulted in the reduction of NRW figures of at least five (5) percent in order for the project to be deemed as a relevant project.

A Tenderer will be deemed eligible only if the Tenderer has completed at least three (3) relevant projects which have a minimum present-day value of ten (10) million rands, over the past fifteen (15) years (February 2009 to date). Where applicable, an escalation of five (5) percent per annum will be applied in order to obtain the present-day project value. The project experience submitted must include reduction in NRW figures of at least 5% that have been signed off by the Client.

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

YEAR COMPLETED OR EXPECTED COMPLETION	PROJECT TITLE	DETAILED DESCRIPTION OF WORK	EMPLOYER: NAME AND CONTACT DETAILS	VALUE OF WORK UNDERTAKEN	REDUCTION IN NRW DUE TO PROJECT (%)
---------------------------------------	---------------	------------------------------	------------------------------------	--------------------------	-------------------------------------

The Schedule below is to be filled in by the Tenderer and will be verified and evaluated with the supporting documents received (Employer Proforma T2.2.14 and a Signed Appointment/Completion Letter). If the supporting documents are not provided, then the project will not be considered in the evaluation.

	Tenderer’s Score	Evaluator’s Score	Evaluator’s Eligibility Comment
Number of Relevant Projects Completed by Tenderer			

*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 ELIGIBILITY SHEDULE: PROFORMA EMPLOYER REFERENCE OF RELEVANT PROJECTS

The Tenderer must provide the details of each relevant project they have completed. A project is deemed relevant only if it meets the criteria defined in section F.2.1.2 a. If the Tenderer fails to complete this proforma in full or the Tenderer fails to submit the supporting documentation for a project, then the project will not be considered in the evaluation.

PROFORMA REPORT ON THE TENDERER’S COMPETENCE AND PERFORMANCE ON A RELEVANT PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following is to be completed by the previous Employer and is to be supported in each case accompanied by (i) A Signed Appointment/Completion Letter; (ii) A Signed and Stamped Reference (in the form issued to the tenderer)

Project Details:

Description of work:

Employer:

Value of work:

Contract Duration:

NRW Reduction (Percentage) Due to Project:

Project Name	Detailed Scope of Work	Project Start Date & Project Completion Date	Reduction in NRW Figure Due to Project (%)

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

.....
.....

Employer’s contact person:

Telephone:

Employer’s Signature: Date:



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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.15 PERSONNEL SCHEDULE

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____
.....

T2.2.16 ELIGIBILITY SCHEDULE: KEY PERSONNEL

The qualification and experience of each of the proposed key personnel is to be evaluated in this section. The key personnel for this project consist of:

- Project Manager;
- Project Engineer;
- Senior Technicians (X4)

The minimum requirements for each of the key personnel can be found in section F.2.1.2 b). The Tenderer is to submit the CVs of the key personnel that are proposed for this project. The following documents must accompany the CVs of each key personnel:

- A signed certified affidavit from the proposed individual stating that he/she is employed by the tenderer, or he/she will be available on a full-time employment, from the commencement of the project until the completion of the project, subject to their mandatory notice period.
- All supporting documents (identity document, qualifications, and professional registration certificates).

All key personnel must meet the minimum eligibility criteria that is prescribed in section F.2.1.2 b), if any of the key personnel fail to meet the eligibility criteria then the Tenderer will be deemed to be ineligible. Please note that if a Tenderer fails to submit the CV or the supporting documents for any of the key personnel then the Tenderer will be deemed to be ineligible.

Each CV **must** 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	
Relevant Post Qualification Experience (Years)		Relevant Post Registration Experience	
Employer			
Location			
Relevant Experience			
Project Value			
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 client and a suitable client 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>Signature _____ Date _____</p>	

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

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

SIGNATURE: _____

T2.2.17 ELIGIBILITY: SPECIALISED EQUIPMENT

In this section the equipment that the Tenderer has available will be evaluated. The minimum requirements for specialized equipment can be found in section F.2.1.2 c) The Tenderer is to complete the table below. In addition, the Tenderer is to submit a proof (in the form of a signed affidavit) that he/she owns or has hiring arrangements in place for the following equipment. Failure to comply with the minimum requirements or to submit the required supporting documentation will result in the Tender being deemed Ineligible.

Tenderer's Name		
Specialized Equipment	Number Required by the Employer	Number that Tenderer has Available
Network Data Loggers	50	
Insertion Flow Meters	5	
Portable Clamp-on Ultrasonic Meters	2	

*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 RETURNABLE SCHEDULE: CONTRACT PARTICIPATION GOALS – PROFESSIONAL SERVICE PROVIDER

Objective

The objective of eThekweni Water & Sanitation empowerment initiative is to bring about meaningful transformation in all procurement projects and in particular in the built environment / consulting industry through the following:

- Meaningful Economic Participation;
- Local Economic Development;
- Transfer of Technical, Management and Entrepreneurial Skills; and
- Creation of sustainable Black Enterprises

Contract Participation Goals

Contract Participation Goal (CPG) – the value of services paid to one or more targeted enterprise(s) exclusive of:

- Provisional Sums and any Value Added Tax or sales tax which the law requires the Employer to pay to the service provider.

The CPG is expressed as a percentage of the total contract amount.

Tenderers are required to achieve at least 10% Contract Participation Goals (CPG) of the value of goods, services and Works paid to one or more targeted enterprises to comply with eThekweni Municipality BBBEE policy initiative.

Applicability

The CPG target shall be achieved through the following mechanisms:

- The main Service Provider may propose a suitable targeted enterprise or CPG partner/s provided there is a statement of no objection from eThekweni Water & Sanitation.
- Value of the work to be subcontracted shall be at least **10% (minimum)** of the total contract value excluding VAT, and Provisional Sums.

Professional Service Providers						
TYPE OF ENTERPRISE		ANNUAL TURNOVER	BLACK OWNERSHIP	TAX CLEARANCE CETIFICATE	MINIMUM FULL TIME TECHNICAL EMPLOYEE	CPG TARGET
TARGETED ENTERPRISE (TG)	QUALIFYING SMALL ENTERPRISE	> R10,000,000.00 AND < R50,000,000.00	> 51%	Required	> 6	Minimum 10%
	EXEMPTED MICRO ENTERPRISES	< R 10,000,000.00	> 51%	Required	> 3	

For each monthly invoice submitted by the Service Provider, the Targeted Enterprise(s) hours and costs per function must be clearly articulated to enable the CPG targets to be easily and regularly monitored.

The Service Provider must withhold 10% retention of the Targeted Enterprise(s) fees until the acceptance of the as-built drawings.

The Service Provider must pay the amount due to the Targeted Enterprise within 3 days of receiving payment from the Employer.

Requirements for Targeted Enterprise (All Targeted Enterprises must meet these requirements)

- The Service Provider must not have any equity holding, either directly or through a flow-through principle
- SARS registration and tax clearance;
- Companies & Intellectual Property Commission (CIPC) registration;
- Must be >50% Black-owned.

Black Owned

- Black people who hold at least 51% of the exercisable voting rights;
- Black people who hold at least 51% of the economic interest.

Penalties for not achieving the minimum CPG

In the case where the minimum CPG value of 10% is not achieved. The Service Provider will be penalized as follows:

No.	CPG not Achieved in Contract	Penalty Factor	Application	Objective
1	0 – 2.5%	0.25	For every percentage CPG not achieved; the CPG amount not achieved in Rands will be multiplied by the corresponding penalty factor. The factored amount in Rands will be deducted from the Service Provider's fees.	The Service Provider is to support and mentor the Targeted Enterprise(s) to achieve the project milestones as part of the objectives to transfer Technical, Management and Entrepreneurial skills.
2	2.6 – 5%	0.50		
3	5.1 – 7.5%	0.75		
4	7.6 – 10%	1.00		

*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: _____

T2.2.20 DECLARATION REGARDING CONTRACT PARTICIPATION GOALS

I, the undersigned, in submitting the accompanying Tender:

_____(Contract Number and Description)

In response to the invitation for the Tender made by eThekwini Water & Sanitation

I do hereby make the following declaration and certify the statements contained herein to be true and complete in every respect:

I certify, on behalf of: _____(Name of Tenderer) that:

1. I have read and I understand the contents of this Declaration and the fully completed tender document accompanying this declaration;
2. I understand and declare that the accompanying tender will, and must, be disqualified if this Declaration is found not to be true and complete in every respect;
3. I understand and declare that in the event that this tender is successful, I will be required to, and shall, fully implement the commitments that are submitted with this tender, in particular regarding the Tenderers contract participation goals and commitments towards the allocation of certain portion of the contract to small and emerging entities.
4. I am authorized by the Tenderer to sign this Declaration, and to submit the accompanying bid, on behalf of the Tenderer;

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

NAME (Block Capitals):

Date

SIGNATURE:

.....

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.1: OFFER

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

Contract No: **30399-5W**

Contract Title: **Professional Services Contract for the Implementation of Water Conservation and Water Demand Management Strategies within the Central and Southern Operational Areas of the eThekweni Municipality**

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

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

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

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

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

For the Tenderer:

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

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

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

Capacity (*of Signatory*) :

Address :

:

Witness:

Signature :

Name(*in capitals*) :

Date :

Notes:

* **Indicates what information is mandatory.**

Failure to complete the mandatory information and sign this form will invalidate the tender.

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.2 : FORM OF ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part C1 : Agreement and Contract Data, (which includes this Agreement)
- Part C2 : Pricing Data, including the Bill of Quantities
- Part C3 : Scope of Work
- Part C4 : Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature (*person authorized to sign the acceptance*) :

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

This Form will be completed by the Employer

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.3: SCHEDULE OF DEVIATIONS

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

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

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

FOR THE TENDERER

FOR THE EMPLOYER

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

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

The Employer is the eThekweni Municipality as represented by : Deputy Head : **Water & Sanitation Engineering and Data Services**

3.4 & The authorised and designated representative of the Employer is: Deputy Head : **Water & Sanitation Engineering and Data Services**

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

- Telephone : **031 – 311 8744**
- e-mail : **simon.scruton@durban.gov.za**
- Cc: : **Nombulelo.Cele2@durbn.gov.za**

The address for the Receipt of communications is:

eThekweni Water and Sanitation,
P O Box 1038, Durban, 4000

4.3.2.1 The Project is : **30399-5W**
: **Professional Services Contract for the Implementation of Water Conservation and Water Demand Management Strategies within the Central and Southern Operational Areas of the eThekweni Municipality**

4.3.2.2 Period of Performance : **36 months**

4.3.2.3 Start Date : **14 days after the award of contract.**

3.4.1 Communications by e-mail / facsimile is permitted.

3.5 The location for the performance of the Project is: **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 The penalty per Day payable is: **R 2500** subject to a maximum amount of **2.5% of the contract value**.
- 3.15.1 The programme shall be submitted within **14 Days** of the award of the Contract.
- 3.15.2 The Service Provider shall update the programme at intervals not exceeding **4 weeks**.
- 3.16 The time-based fees shall be adjusted for inflation as per section C3.8.5.
- 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 not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount as set out in the Professional Indemnity Schedule.
1. Insurance against : **Failure by service provider to use the skill and care normally used by professional providing services of a similar nature.**
 Cover is : **R 2,000,000.00**
 Period of cover : **Start of contract until 1 year after the contract is complete.**
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 the 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) Make changes to the water supply system.
 - 2) Replacing resources allocated to the project.
 - 3) Making any decision that has financial consequences.
 - 4) Making use of provisional sums.
- 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 period of performance 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.

- 12.1 Interim settlement of disputes is to be by **Ad hoc Adjudication**.
- 12.2/3 Final settlement is by **Arbitration**.
- 12.2.1 In the event that the parties fail to agree on a adjudicator, the adjudicator is nominated by: **The Head of eThekweni Water & Sanitation**.
- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **The Head of eThekweni Water & Sanitation**.
- 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R 2,000,000.00**.
- 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 2,000,000.00**.
- 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 and close out reports.

C1.2.3.3 CONTRACT PARTICIPATION GOALS

Tenderers are required to achieve at least 10% Contract Participation Goals (CPG) of the value of goods, services and Works paid to one or more targeted enterprises to comply with eThekweni Municipality BBBEE policy initiative.

Applicability

The CPG target shall be achieved through the following mechanisms:-

- The main Service Provider may propose a suitable targeted enterprise or CPG partner/s provided there is a statement of no objection from eThekweni Water & Sanitation.
- Value of the work to be subcontracted shall be at least **10% (minimum)** of the total contract value excluding VAT and Provisional Sums.

Professional Service Providers						
TYPE OF ENTERPRISE		ANNUAL TURNOVER	BLACK OWNERSHIP	TAX CLEARANCE CERTIFICATE	MINIMUM FULL TIME TECHNICAL EMPLOYEE	CPG TARGET
TARGETED ENTERPRISE (TG)	QUALIFYING SMALL ENTERPRISE	> R10,000,000.00 AND < R50,000,000.00	> 51%	Required	> 6	Minimum 10%
	EXEMPTED MICRO ENTERPRISES	< R 10,000,000.00	> 51%	Required	> 3	

For each monthly invoice submitted by the Service Provider, the Targeted Enterprise(s) hours and costs per function must be clearly articulated to enable the CPG targets to be easily and regularly monitored.

The Service Provider must withhold 10% retention of the Targeted Enterprise(s) fees until the acceptance of the as-built drawings.

The Service Provider must pay the amount due to the Targeted Enterprise within 3 days of receiving payment from the Employer.

Requirements for Targeted Enterprise (All Targeted Enterprises must meet these requirements)

- The Service Provider must not have any equity holding, either directly or through a flow-through principle;
- SARS registration and tax clearance;
- Companies & Intellectual Property Commission (CIPC) registration;
- Must be >50% Black-owned.

Black Owned

- Black people who hold at least 51% of the exercisable voting rights
- Black people who hold at least 51% of the economic interest

Penalties for not achieving the minimum CPG

In the case where the minimum CPG value of 10% is not achieved. The Service Provider will be penalized as follows:

No.	CPG not Achieved in Contract	Penalty Factor	Application	Objective
1	0 – 2.5%	0.25	For every percentage CPG not achieved; the CPG amount not achieved in Rands will be multiplied by the corresponding penalty factor. The factored amount in Rands will be deducted from the Service Provider's fees.	The Service Provider is to support and mentor the Targeted Enterprise(s) to achieve the project milestones as part of the objectives to transfer Technical, Management and Entrepreneurial skills.
2	2.6 – 5%	0.50		
3	5.1 – 7.5%	0.75		
4	7.6 – 10%	1.00		

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), which replacement must have equivalent or better qualifications and/or experience.

C1.2.3.5 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 (PSC 2024/005).

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.

C1.2.3.6 REQUIREMENTS FOR STAFF

In addition, the key personnel listed in section F2.1.2 b) (Eligibility), the Tenderer must have additional 17 employees (4 Senior Technicians, 4 Project Technicians, 1 Site Engineer, 1 Clerk of Works, 1 GIS Technician, 1 Water Distribution Officer, 1 Data Analyst, 4 General Labourers) that will be allocated to this project. The resources provided must have the following qualifications and experience:

- Senior Technicians – a National Diploma with at least 5 years of experience in Water Demand

- Management interventions and/or non-revenue water reduction projects;
- Project Technician – a National Diploma with at least 3 years of experience in Water Demand Management interventions and/or non-revenue water reduction projects;
- Site Engineer – a Bachelor of Science Degree in Civil Engineering with at least 5 years of construction monitoring experience in Water Demand Management interventions and/or non-revenue water reduction projects;
- Clerk of Works – Grade 12 Matric Certificate with at least 5 years of construction monitoring experience in relating to Water Demand Management interventions and/or non-revenue water reduction projects;
- GIS Specialist – A Degree or National Diploma with 5 or more years of experience relating to compiling file-based geodatabases, shapefiles, polygons in ArcView GIS 10.2 or later version primarily with water related infrastructure;
- Water Distribution Officer (WDO) – At least 5 years of experience working as a WDO;
- Data Analyst – A Degree with at least 8 years of experience relating to data analysis;
- General Labourers – No relevant experience needed.

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

C1.2.3.7 PERFORMANCE BONUS

The overall aim of eThekwini Municipality’s Turnaround Strategy for the next three years is to reduce the non-revenue water (NRW) levels by 5% per annum (i.e. reduce the NRW levels by 15% from the starting date of this contract). If eThekwini Municipality achieves it’s target with regards to it’s NRW reduction strategy, then the PSP shall be entitled to claim a performance bonus. The quantum that can be claimed by the PSP as a performance bonus will be as per the table below.

Reduction of NRW (%)	Performance Bonus
0 - 14.99	R 0.00
15- 20	Performance Bonus = R50 000 x NRW Reduction Percentage – R500 000 Example: If eThekwini Municipality achieves a NRW reduction level of 16 % when the period of performance of this contract expires then the service provider will be entitled to claim a Performance Bonus of R 300,000.00 (R50 000 x 16 – R500 000).
> 20	R 500,000.00

C1.2.3.8 REPORTING

The PSP will be required to report all work done and the outcomes of the work done to the Program Manager from PSC 2024/005: Professional Services Contract for the Implementation of Water Conservation and Water Demand Management Strategies within the Central and Southern Operational Areas of the eThekwini Municipality.

PART C2 : PRICING DATA
C2.1 : PRICING INSTRUCTIONS

- C 2.1.1 The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of subcontractors.
- C 2.1.2. All Time-Based activities will be carried out by the proposed resources only once the need for their involvement has been established and the commencement of their involvement has been formally agreed to by the *Employer*. In other words, the full project team will not all be required from the date the contract commences but will in all likelihood be phased into the project. Once the respective resources have commenced work on the contract, it is envisaged that their involvement will be on a full-time basis (where applicable).
- C 2.1.3 The man-day allocation has been based on the total number of working days in a 12-month period, excluding allowances for annual leave and public holidays. 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 workday is considered to be 8 hours. No overtime will be paid under this Contract.
- C 2.1.4 The staff rates 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, 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), custom software (field measurement, data logging software, etc.) and tools required to carry out pressure and flow logging (for e.g. spanners, pressure gauges, etc). The staff rates shall also include all communication charges – fixed line telephones, mobile phones, faxes and emails. The staff rates are to include for all travelling expenses in accordance with the following table and must include all vehicle costs (repayments, lease hire costs, fuel, maintenance, depreciation, wear and tear and insurance):

Resource level	Anticipated Mileage per Resource per Month	Anticipated Annual Mileage per Resource
Project Manager	1000km	12000km
Project Engineer	1000km	12000km
Senior Technician	2000km	24000km
Project Technician	3500km	42000km
Site Engineer	2000km	24000km
Clerk of Works	2000km	24000km
Water Distribution Officer	1000km	12000km
GIS Technician	500km	6000km
Data Analyst	300km	3600km
Notes:		
1. General Laborers will be expected to travel with the Project Technician(s).		

Any mileage in excess of that stipulated in the table above shall be deemed to be included in the tendered rates for these resources. The Employer shall not entertain any claims whatsoever with regards to additional mileage being done by the team.

All costs associated with purchasing, hiring and using the equipment stipulated in sections T2.2.17 and F.2.1.2 c) are to be included in the tendered staff rates.

C 2.1.5 The total annual cost of employment of a person is the total amount borne by the Service Provider in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time when the services are rendered, including basic salary, or a nominal market related salary, fringe benefits not reflected in the basic salary, including normal annual bonus; Employer's contribution to medical aid; group life insurance premiums borne by the Service Provider; the Service Provider's contribution to a pension or provident fund; and all other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefits, private mileage (including to and from work), telephone and/or computer allowances, etc; and amounts payable in terms of an Act.

C 2.1.6 The rates derived from the Pricing Schedule exclude Value Added Tax (VAT).

C 2.1.7 The staff rates tendered are to be based on the understanding that the resources will be required for a maximum uninterrupted period per week as tabulated below:

Staff	Man day allocation per week for this Contract
Project Manager	1 day
Project Engineer	3 days
Senior Technicians	5 days
Project Technicians	5 days
General Labourers	5 days
Site Engineer	5 days (when construction is underway)
Clerk of Works	5 days (when construction is underway)
Water Distribution Officer	1 day
GIS Technician	2 days
Data Analyst	2 days

C 2.1.8 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.

C 2.1.9 The Service Provider shall not be entitled to recover any internal administrative, clerical or secretarial staff costs, nor any typing costs.

C 2.1.10 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.

- C 2.1.11 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.
- C 2.1.12 The rates submitted shall be utilised 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 rate for that item shall be taken to be done at a zero rate.
- C2.1.13 Some staff may be required to be employed on a full-time basis and will be deployed on site at the premises of the employer at the Pinetown Depot. The consultant will provide all movable assets* for these staff. A further provision for office refreshments is to be provided for the site staff.
*(Desks, chairs, tables, microwave, fridge, computers, printers, communication devices etc)
All costs associated with this deployment are to be included in the rates submitted in Part 1 of the pricing schedule.

C2.2 : PRICING SCHEDULE

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
PART 1: Time-Based Staff Rates					
1.1	Project Manager Name: _____ Qualifications: _____ Professional Registration Number: _____	Days	160		
1.2	Project Engineer Name: _____ Qualifications: _____ Professional Registration Number: _____	Days	450		
1.3	Site Engineer Name: _____ Qualifications: _____ Professional Registration Number: _____	Days	250		
1.4	Senior Technician 1 Name: _____ Qualifications: _____ ECSA Registration Number: _____	Days	750		
1.5	Senior Technician 2 Name: _____ Qualifications: _____ ECSA Registration Number: _____	Days	750		
1.6	Senior Technician 3 Name: _____ Qualifications: _____ ECSA Registration Number: _____	Days	750		
1.7	Senior Technician 4 Name: _____ Qualifications: _____ ECSA Registration Number: _____	Days	750		
1.8	Project Technician 1 Name: _____ Qualifications: _____ ECSA Registration Number: _____	Days	750		
1.9	Project Technician 2 Name: _____ Qualifications: _____ ECSA Registration Number: _____	Days	750		
1.10	Project Technician 3 Name: _____ Qualifications: _____ ECSA Registration Number: _____	Days	750		
Total Carried Forward for Part 1					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Total Brought Forward for Part 1					
1.11	Project Technician 4 Name: _____ Qualifications: _____ ECSA Registration Number: _____	Days	750		
1.12	Clerk of Works Name: _____ Qualifications: _____	Days	250		
1.13	GIS Technician Name: _____ Qualifications: _____	Days	300		
1.14	Water Distribution Officer (WDO) Name: _____ Qualifications: _____	Days	250		
1.15	General Labourer (x4)	Days	3000		
1.16	Data Analyst Name: _____ Qualifications: _____ Experience: _____	Days	300		
1.17	Other resources which the tenderer requires to be priced separately:				
1.17.1	a)	Days	Rate Only		
1.17.2	b)	Days	Rate Only		
1.17.3	c)	Days	Rate Only		
Part 1: Time-based staff rates subtotal to be carried forward to summary					
Part 2: Provisional Sums					
2.1	Provision of Minimum Security	Prov Sum			R 300,000.00
2.2	Service Provider's Mark-up on 2.1	%			
2.3	Provisional Sum for Advanced Leak Detection Activities (Including the repair of large leaks)	Prov Sum			R 400,000.00
2.4	Service Provider's Mark-up on 2.3	%			
2.5	Allowance for Additional Equipment	Prov Sum			R 100,000.00
2.6	Service Provider's Mark-up on 2.5	%			
Total Carried Forward for Part 2					

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Total Brought Forward for Part 2					
2.7	Allowance for Printing, Plotting and Copying	Prov Sum			R 200,000.00
2.8	Allowance for a Health and Safety Agent	Prov Sum			R 300,000.00
2.9	Service Provider's Mark-up on 2.8	%			
2.10	Allowance for an Institutional and Social Development Consultant (ISD) Services	Prov Sum			R 300,000.00
2.11	Service Provider's Mark-up on 2.10	%			
2.12	Allowance for Proving Activities	Prov Sum			R 300,000.00
2.13	Service Provider's Mark-up on 2.12	%			
2.14	Allowance for Additional Maintenance and Repair Activities	Prov Sum			R 400,000.00
2.15	Service Provider's Mark-up on 2.14	%			
2.16	Provision for site office establishment	Prov Sum			R250,000.00
2.17	Service Provider's Mark-up on 2.16	%			
Part 2: Provisional sums subtotal to be carried forward to summary					

Summary of Schedule of Quantities for Pricing Schedule

No	DESCRIPTION	AMOUNT
1	Part 1: Time-Based Staff Rates	
2	Part 2: Provisional Sums	
3	Escalation Estimate (Allow 12% for escalation on the items 1 & 2)	
4	Allowance for Performance Bonus	R 500 000.00
5	Subtotal (Excl. VAT) - (Sum of item No 1, 2, 3 and 4)	
6	Value Added Tax (VAT)	
7	Total (Incl. VAT)	

NAME : (Block Capitals)

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

PART C3: SCOPE OF WORK

C3.1 BACKGROUND

eThekwini Municipality's Water and Sanitation Unit (EWS) current Non-Revenue Water (NRW) value is approximately 58% by volume. There have been various challenges such as aging infrastructure, lack of resources, material shortages, the COVID 19 pandemic, etc. which resulted to NRW value increasing to 58% by volume. Thus, PSC 2024/005 has been put together with the aim of assisting EWS with reducing the NRW levels to an acceptable percentage in line with the adopted turnaround strategy adopted in April 2023.

C3.2 EMPLOYER'S OBJECTIVES

In order to reduce the NRW level to an acceptable value, EWS has identified various interventions which are to be implemented. Some of these interventions include pressure management, leak detection, pipe replacement, zone metering and meter verification data cleansing and capacity building.

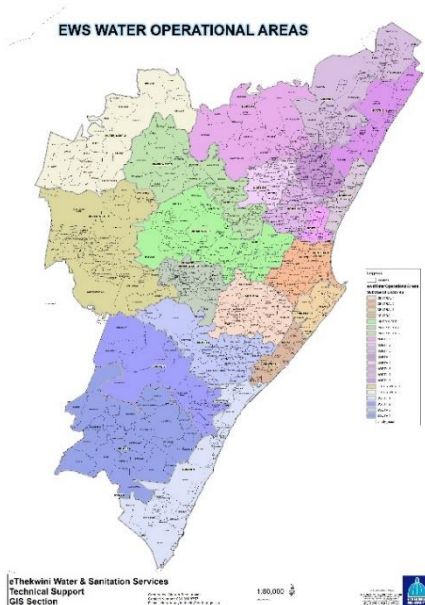
EWS intends to reduce NRW levels by implementing both internal and external initiatives. External initiatives will be implemented by means of a professional service provider (PSP) and are to be implemented only when EWS lacks the resources and capacity to undertake the works internally. Once appointed, the PSP is to analyse, design and perform construction monitoring services of an initiative aimed at driving down the NRW levels. In addition, the PSP will also be expected to demonstrate and provide reports of all work (design, analysis and construction monitoring activities) to the EWS internal teams. The PSP must make all calculations undertaken under this contract available to the EWS internal teams.

Consequently, the Employer's objective for this contract is to reduce the NRW levels within the eThekwini Municipality reduce the prevailing NRW by 5% per annum over three years as per Turnaround strategy adopted by Council.

C3.3 SITE DESCRIPTION

The eThekwini Municipality is broken up into four operational areas. All work undertaken under this contract will be in the Central and Southern areas of operation. These are represented by the following areas.

- **Central:** Bluff, Chatsworth, Durban, Durban North, Inwabi, Isipingo, Klaarwater, Lamontville, Newlands, Queensburgh, Reservoir Hills, Shallcross, Umbogintwini, Welbedagt, Westville.
- **South:** Adams Rural, Amanzimtoti, Bhukulwandle, Clansthal, Craigieburn, Embothimuni, Esidweni, Ezimbokodweni, Ezimwini, Folweni, Golokodo, Ilfracombe, Isimahla, Kingsburgh, Kwamakhutha, Lovu, Lower Illovo, Madundube, Magabheni, Mapumulo, Nkomokazi, Nungwane, Ogagwini, Pinetown, Toyane, Umgababa, Umkomaas, Umlazi, Zwelibomvu



According to eThekweni Municipality's Geographic Information System (GIS) there are approximately 4000 km of watermains (reticulation and trunk mains), 220 000 registered water connections, 91 reservoir supply zones and 567 pressure management zones (PMZs) within the eThekweni Municipality.

eThekweni Municipality's online GIS can be accessed from the following link:

<https://gis.durban.gov.za/cmvcgis/viewer/?config=cgisPublicViewer>

C3.4 DESCRIPTION OF WORK

As mentioned previously, the Employer's objective is to reduce the NRW levels within eThekweni Municipality by 5% per annum by volume. The scope of work that is to be performed under this contract shall include but not be limited to the following:

- Liaising with the project stakeholders for the collection of data (network schematics, as-built drawings, billing data, GIS data, PRV settings etc.);
- Reviewing and updating the Employer's current NRW plan/strategy such that the objectives of this contract is met;
- The undertaking of desktop studies to understand the district metered area (DMA's), reservoir zone, etc.;
- The visiting of DMAs, reservoir supply zones, etc. in order to verify special fittings (valves, meters, double hydrants). The PSP is to prepare a report on the outcomes of the physical verification exercise. The report must provide the names of the fittings checked, the GPS position of the fittings, the operational status of the fittings and whether the fittings correspond to the GIS position. Where the fittings do not correspond to the Employer's GIS, the PSP must prepare GIS shape files and as-built drawings and submit to the Employer's GIS department;
- The scheduling and conducting of zero-pressure tests (ZPTs) in order to confirm that the water supply zones are discrete. The PSP is to report all findings of the ZPTs to the Employer;
- The performance of pressure and flow loggings within DMAs, reservoir zones, etc.;
- The detailed analysis of logging data, billing data, etc. Logging data must be analysed to obtain the minimum night flows (MNF), infrastructure leakage index (ILI), etc. Whereas the billing data is to be analysed to obtain consumption trends, zone/DMA growth rates, etc.
- The designs/selection/sizing of meters, valves, hydrants, etc.;
- The preparation of hydraulic models for both existing and new DMAs, reservoir zones etc. where required and calibration of hydraulic models were available and subsequent handover of the models

to the EWS department.;

- The inspection, verification and maintenance of existing PRVs;
- The design of new DMAs. This is to include the setting up of DMAs for both formal and informal areas;
- The optimization of existing DMAs, reservoir zones, etc. through the application of water conservation and water demand management (WC & WDM) initiatives;
- Propose WC and WDM strategies that will allow the Employer to meet the objectives of this contract;
- The collection of burst reports from the relevant EWS departments and the undertaking of burst frequency analysis according to international best practices. A burst frequency analysis report must be submitted to the employer, this report should identify areas where the pipelines should be replaced;
- The performance of water balances for bulk water mains, reservoir supply zones, DMAs, etc. The water balances must be performed in accordance with the latest International Water Association (IWA) standards;
- The performance of consumer, bulk and custody meter audits. The PSP is to identify which meters are to be replaced and which meters are to be recalibrated;
- The implementation of leak detection programmes that are according to the best international practices;
- The transfer of skills (PRV design, zonal valve sizing, bulk meter sizing, bypass design, chamber design, advanced pressure management design, water balance, etc.) from PSP to the Employer's staff;
- The investigation and resolution of pressure and flow problems within existing DMA's, reservoir supply zones, etc;
- Assisting internal departments with developing a plan for industrial, commercial and institutional and domestic meter upgrades;
- The development of a strategy to recover the revenue lost due to illegal water connections;
- The preparation of a 5-year real water loss strategy and a 5-year apparent water loss strategy;
- The preparation of specifications, drawings, procurement documents, bid specification and bid evaluation reports for the appointment of external contractors. Please note that external contractors are to be appointed only when EWS does not have the capacity to undertake the works internally;
- The performance of construction monitoring when an external contractor is appointed;
- The preparation of inception, preliminary design, detailed design and close out reports;
- The preparation of presentations showing the work undertaken;
- The assessment of the effectiveness of implementing WC and WDM initiatives within eThekweni Municipality;
- The management of the Employer's allocated budget;
- The preparation of cost estimates for all works that are to be undertaken;
- The preparation of maintenance schedules and risk assessment shutdown plans for existing PRVs;
- The setting up, attendance, minuting of monthly project progress meetings with the Employer;
- The co-ordination of water shuts and other activities with the respective stakeholders;
- The submission of designs and proposals to the Employer for approval;
- Dealing with contractual claims as and when required;
- Any additional work that will ensure that the NRW levels within EWS are reduced by 5% per annum for each year during project implementation.

At the start of the contract the PSP will be required to liaise with all project stake holders and prepare a project implementation plan for this contract. Please note that the remuneration for majority of the work undertaken under this contract will be time based. A basic workflow plan for this contract can be found in Annexure C3.9.4

C3.5 TEAM STRUCTURE

The PSP must have the team structure as shown in Figure 1 available for this contract. The *Service Provider* is required to price this team, without amendment, as it appears in the Pricing Schedule:

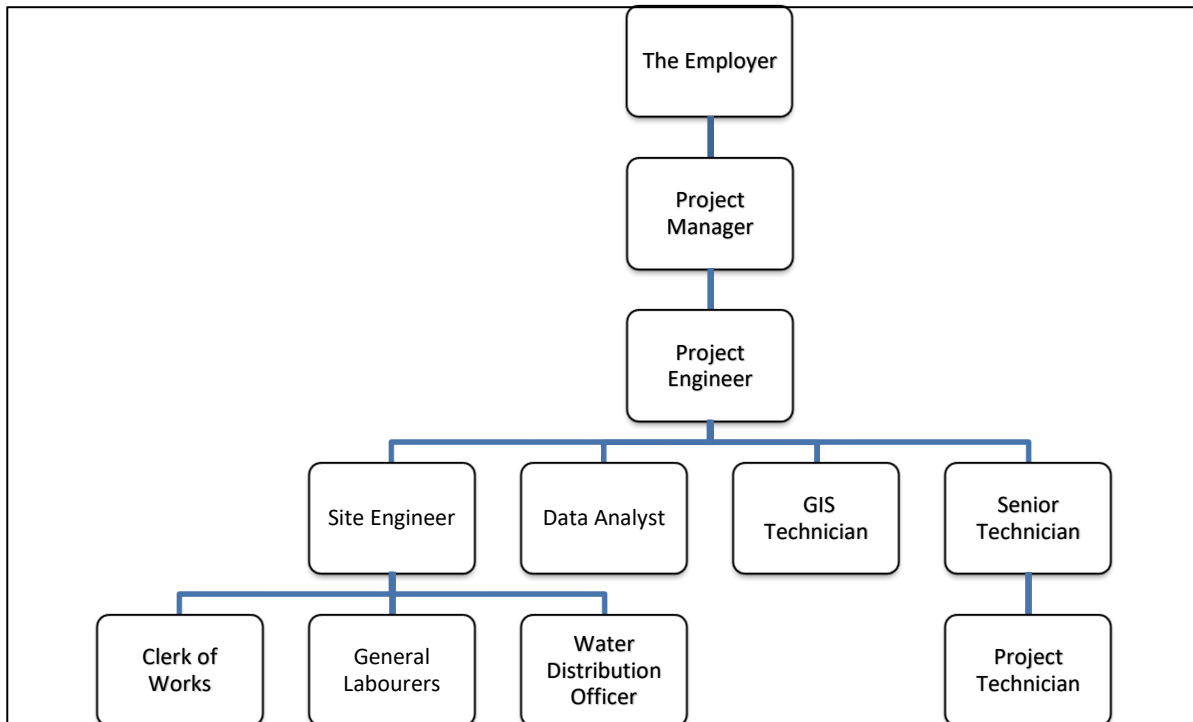


Figure 1: Staffing Organogram

The Water Distribution Officers (WDO) shall be available to the professional team on an as and when required basis. The duties of the WDO shall include assisting with shutdowns and verification of key components in the water distribution system.

C3.6 PROVISION OF SECURITY

The *Service Provider* will be responsible for the provision of security guards to accompanying 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 *Service Provider* in complying with these requirements):

- The security service provider must be registered with the Private Security Industry Regulatory Authority (PSIRA);
- The security service provider must be compliant with all regulations relating to the use, handling and storage of firearms;
- 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 *Service Provider's* vehicle;
- Optimum use is made of the security resource so that there is no “fruitless” expenditure. Any unreasonable underutilisation will be for the *Service Provider's* account.

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

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

C3.7 CO-OPERATION WITH OTHERS WHO ARE DIRECTLY/INDIRECTLY INVOLVED

The *Service Provider* is to be aware of inter-dependency, interaction, responsibility and communication lines amongst various departments within EWS that are required to achieve the objectives of the contract and must take this into account in the preparation of his bid and pricing. The *Service Provider* must also be aware that although the *Employer* is represented by the Water & Sanitation Engineering and Data Service Department, there are other Branches and Departments within the *Employer's* Unit who are involved with assisting the Engineering and Data Service Department in achieving its targeted NRW reduction figure, which includes but is not limited to the Control Valve Workshop, EWS Operations, Planning, Customer Services, Water Design, etc. In all instances, only the Engineering and Data Service Department may instruct the *Service Provider*, and all reporting must be to the Engineering and Data Service Department.

In addition to the above the PSP appointed under this contract may be required to interact with other PSP's and contractors that are employed by EWS.

C3.8 CONTRACT REQUIREMENTS

C3.8.1 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; and
- f) endeavour to maintain continuity of staff in so far as it may be reasonable to do so.

C3.8.2 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 *Service Provider*.

C3.8.3 Record Information

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

C3.8.4 Liability

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

C3.8.5 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 of July percentage increase applied to eThekweni Water & Sanitation 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.

C3.9 ANNEXURES

- 1. STANDARD CONDITIONS OF TENDER**
- 2. CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT**
- 3. AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY**
- 4. BASIC WORKFLOW PLAN FOR PROJECT**

Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

STANDARD PROFESSIONAL SERVICES CONTRACT

(July 2009)
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C3.9.3 AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY

C3.9.4 BASIC WORKFLOW PLAN FOR PROJECT