



**CLUSTER**  
**Human Settlement, Engineering, and Transport**

**UNIT**  
**Engineering**

**DEPARTMENT**  
**Development Engineering**

**PROCUREMENT DOCUMENT**  
**PROFESSIONAL SERVICES**

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

**Contract No: 2V-30428**

**Contract Title:** **Professional services contract for the Provision of Engineering services to Informal settlements within the eThekweni Municipality Incremental services programme- Roads, Footpaths and Stormwater (RFS)**

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting: No Clarification Meeting**

**Queries can be addressed to:**  
**The Employer's Agent's:**  
**Representative:**

**eMail:**  
[Nathaniel.chetty@durban.gov.za](mailto:Nathaniel.chetty@durban.gov.za);  
[Vinesh.supersad@durban.gov.za](mailto:Vinesh.supersad@durban.gov.za);  
[jenita.pillay@durban.gov.za](mailto:jenita.pillay@durban.gov.za)  
**Tel: 031 311 7282 , 031 311 6369 , 031 311 6096. Email queries to be submitted by 24 October 2024 and consolidated answers to questions will be uploaded 31 October 2024.**

**TENDER SUBMISSION**

**Delivery Location:** **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 [suppliers.selfservice@durban.gov.za](mailto:suppliers.selfservice@durban.gov.za)**

**Closing Date/ Time: Friday, 08 November 2024 at 11h00**

**FOR OFFICIAL USE ONLY**

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

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

**Issued by:**

**ETHEKWINI MUNICIPALITY**

**Deputy Head: [Development Engineering](#)**

**Date of Issue: [27/09/2024](#)**

Document Version : 14/03/2023(a)

**FOR OFFICIAL USE ONLY**

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

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## **PART T1: TENDERING PROCEDURES**

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

Tenders are hereby invited for Professional Services to provide engineering services to informal settlements within the incremental services programme – Roads, Footpaths and stormwater control (RFS) - , for a period of 3 years.

<b>Subject</b>	<b>Description</b>	<b>Tender Data Ref.</b>
<b>Employer</b>	The Employer is the eThekweni Municipality as represented by: Deputy Head: <b>Development Engineering</b>	F.1.1.1
<b>Tender Documents</b>	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekweni Municipality's Website</b> . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
<b>Clarification Meeting</b>	<b>No Compulsory clarification meeting</b>	F.2.7
<b>Seek Clarification</b>	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: <b>eMail:</b> <b>Nathaniel.chetty@durban.gov.za;</b> <b>Vinesh.supersad@durban.gov.za;</b> <b>jenita.pillay@durban.gov.za</b> <b>Tel: 031 311 7282 , 031 311 6369 , 031 311 6096. Email queries to be submitted by 24 October 2024 and consolidated answers to questions will be uploaded 31 October 2024.</b>	F.2.8
<b>Submitting a Tender Offer</b>	Tender offers shall be delivered to: <b>The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban</b> <b>Bidders are required to also make an</b> electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date. <b>SSS Queries Contact: Lindo Dlamini: Tel: 031-3227133/031-3227153 email <a href="mailto:suppliers.selfservice@durban.gov.za">suppliers.selfservice@durban.gov.za</a></b>	F.2.13
<b>Closing Time</b>	Tender offers shall be delivered on or before <b>Friday, 08 November 2024</b> at or before <b>11h00</b> .	F.2.15
<b>Evaluation of Tender Offers</b>	<b>The 80/20</b> Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the <b>Specific Goal(S)</b> for the	F.3.11

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awarding of Preference Points, and other related evaluation requirements.

**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: **Development Engineering**

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

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

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

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

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

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

**eMail:**

**Nathanial.chetty@durban.gov.za;**

**Vinesh.supersad@durban.gov.za;**

**jenita.pillay@durban.gov.za**

**Tel: 031 311 7282 , 031 311 6369 , 031 311 6096. Email queries to be submitted by 24 October 2024 and consolidated answers to questions will be uploaded 31 October 2024.**

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

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

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

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

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

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

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

- Business
- Supply Chain Management (SCM)

- Accredited Supplier and Contractor's Database.

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

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

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

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

**F.2.6 Acknowledge addenda:** Add the following paragraphs to the clause:

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

"Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive."

**F.2.7 Clarification meeting:**

**No Compulsory clarification meeting**

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

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

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

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

- Contract No. : **2V-30428**
- Contract Title : **Professional services contract for the Provision of Engineering services to Informal settlements within the ethekwini Municipality Incremental services programme- Roads, Footpaths and Stormwater (RFS)**

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 [suppliers.selfservice@durban.gov.za](mailto:suppliers.selfservice@durban.gov.za)

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

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

- Date : **Friday, 08 November 2024**
- Time : **11h00**

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

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

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

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

### **Tax Clearance**

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

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

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

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

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

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

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

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

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

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

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

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

**Eligibility**

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

**Functionality**

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

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

**Preference Point System**

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

**Price Points**

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

**Preference Points**

Refer to T2.2.6: “MBD 6.1: Preference Points Claim”.

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

- **Ownership Goal**  
Goal Weighting:60%

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

<b>Ownership Categories</b>	<b>Criteria</b>	<b>80/20</b>	<b>90/10</b>
<b>Race: Black (w1)</b>	Equals 0%	0	n/a
	Between 0% and 51%	4	n/a
	Greater or equal to 51% and less than 100%	8	n/a
	Equals 100%	16	n/a
<b>Maximum Goal Points:</b>		16	n/a

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

- w1 = 100%

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

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

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

Goal Weighting: 40%

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

Location	80/20	90/10
Not in South Africa	0	n/a
South Africa	1	n/a
Kwa Zulu Natal	2	n/a
eThekweni Municipality	4	n/a
<b>Maximum Goal Points:</b>	4	n/a

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

- CSD report

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

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

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification. Notwithstanding clause F.1.1.3 of the standard conditions of tender, the municipality has a firm intention to proceed with the work, subject to funding being identified and reserves the right to award or not award based on the municipality's available budget.

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

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

### T1.2.3 ADDITIONAL CONDITIONS OF TENDER

#### T1.2.3.1 Appeals

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

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

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

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

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

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

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

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

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

#### T1.2.3.4 Targeted Procurement

Targeted Procurement provisions are not applicable to this tender.

(SCMP Cl.52.21(d) If feasible to contract for a contract above R30m, an organ of state must apply subcontracting to advance designated groups.

(SCMP Cl.52.21(e) Tenders that are between the contract value of R5m and R30m (incl.) must, where feasible, allow for subcontracting in line with the Council approved Economic Empowerment Framework.

Refer to **Economic Empowerment Framework**.

#### T1.2.3.5 Functionality Specification

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

Functionality criteria	Subcriteria	Points	Evaluation Schedule(s)
Experience of Tenderer	Experience of service provider in executing work of similar scope within the last 10 years(to be read with page 49 of 60 of this document which define the scope)	30	
Experience of Key Resources in executing work of	Principal Consultant	5	

similar scope	Design Engineer / Employers Agent		20	
	Construction Monitoring	Full time site technician/agent	10	
		Experienced Site Manager	30	
Methodology	Including programme, risk management and approach		5	
<b>Maximum possible score for Functionality (M<sub>s</sub>)</b>			100	

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

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

Level	pts	Criterion: Tenderer's Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed 1 to 2 <u>projects</u> of a similar nature within the past 10 years.
2	70	To have successfully completed 3 to 4 <u>projects</u> of a similar nature within the past 10 years..
3	90	To have successfully completed 5 to 6 <u>projects</u> of a similar nature within the past 10 years.
4	100	To have successfully completed 7+ <u>projects</u> of a similar nature within the past 10 years.

“**similar nature**” implies projects that involved the following activities: Civil engineering design, site supervision and contract administration of civil engineering infrastructure projects, which include the following works such as; sewer, stormwater, fire and water reticulation within an informal settlement. Design of road and footpaths inclusive of layerworks and surfacing, asphalt sidewalks (including kerbing-when needed), gabions and/or drystack systems

Experience of Key Resources in executing work of similar nature									
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points	
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts		
Principal Consultant	BSc Eng or BEng or BTech	Pr. Eng, or Pr Tech Eng	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5	
Design Engineer /	BSc Eng	Pr. Eng, or	No	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	20	

Employers Agent		or BEng or BTech	Pr Tech Eng	Submissi on					
Construction Monitoring	Full time site monitorin g (refer to comment ary)	NDip (Civil) or BSc Eng or BEng (Degree/ Diploma) *Ref. Note 2	N/A	No Submissi on	≤ 3	> 3 ≤ 5	> 5 ≤ 7	> 7	10
	Experi enced Site Manager	NDip (Civil) or BSc Eng or BEng (Degree/ Diploma) *Ref. Note 2	N/A	No Submissi on	≤ 5	> 5 ≤ 10	> 10 ≤ 15	> 15	30
<p>Note 1: "experience" implies experience on projects of a similar nature with respect to the Scope  Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification within the built environment, from  a registered University or Institute of Technology.</p>									

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

## **PART T2: RETURNABLE DOCUMENTS**

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

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

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

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

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

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [16](#) to [35](#).

### NOTE

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

**T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

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

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

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

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

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

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

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

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

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

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

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

**Date**

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

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

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

This is to certify that:

(tenderer name):

of (address):

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

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

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

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

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

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

Name: .....

Signature: .....

Date: .....

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

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

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

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

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

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

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

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

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

**Date**

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

**T2.2.4 MBD 4: DECLARATION OF INTEREST**

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

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

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

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

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

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

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

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

**SIGNATURE:** .....

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

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

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

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

## **1.0 GENERAL CONDITIONS**

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

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

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

1.3 Preference Points for this tender shall be awarded for:

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

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

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

## **2.0 DEFINITIONS**

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

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

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

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

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

### 3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

#### 3.1 PROCUREMENT OF GOODS AND SERVICES

**POINTS AWARDED FOR PRICE:** A maximum of 80 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)
<b>Ownership Goal:</b> Race (black)	12	n/a		n/a
<b>RDP Goal:</b> The promotion of South African owned enterprises.	8	n/a		n/a
<b>Total CLAIMED Points (20 Maximum)</b>				n/a

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

I acknowledge that:

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

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

**Date**

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

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

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

4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

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

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

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

Circle Applicable	
YES	NO

4.1.1 If YES, provide particulars.

.....

.....

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

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

YES	NO
-----	----

4.2.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.3.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

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

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

**NAME (Block Capitals):**

**Date**

.....

**SIGNATURE:**

.....

## T2.2.8 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

### NOTES

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

-----  
(Bid Number and Description)

in response to the invitation for the bid made by:

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

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

I certify, on behalf of:

-----  
(Name of Bidder)

that:

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

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

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

.....

\_\_\_\_\_

.....

**T2.2.9 JOINT VENTURES AGREEMENTS**

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

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

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

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

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

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

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

**Date**

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

**T2.2.11 DECLARATION OF MUNICIPAL FEES**

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

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

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

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

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

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

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

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

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

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

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

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

**Date**

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

**T2.2.12 CSD REGISTRATION REPORT**

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

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

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

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

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

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

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

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

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

**Date**

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

**T2.2.13 EXPERIENCE OF TENDERER**

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

The experience of the tendering entity or joint venture partners in the case of an unincorporated joint venture or consortium, as opposed to the key staff members / experts, in projects of similar type and scale (> 5000 people) over the last ten (10) years will be evaluated. Tenderers must provide details of their knowledge of the local area and previous experience with key local stakeholders.

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

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

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

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

- o “**similar nature**” implies projects that involved the following activities: Civil engineering design, site supervision and contract administration of civil engineering infrastructure projects, which include the following works such as; sewer, stormwater, fire and water reticulation within an informal settlement. Design of road and footpaths inclusive of layerworks and surfacing, asphalt sidewalks (including kerbing-when needed), gabions and/or drystack systems.

Level	Points	Criterion: Tenderer’s Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed 1 to 2 <u>projects</u> of a similar nature within the past 10 years.
2	70	To have successfully completed 3 to 4 <u>projects</u> of a similar nature within the past 10 years.
3	90	To have successfully completed 5 to 6 <u>projects</u> of a similar nature within the past 10 years.
4	100	To have successfully completed 7+ <u>projects</u> of a similar nature within the past 10 years.

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

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

**Date**

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

**T2.2.16 EXPERIENCE OF KEY PERSONNEL**

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

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

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

CVs of the team director, and team leaders of **not more than 2 pages each** should be attached to this schedule: (define which CV’s are required). Each CV should be structured under the following headings:

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

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

Experience of Key Resources in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years’ Relevant Experience on projects of a similar nature					Total Points
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Principal Consultant	BSc Eng or BEng or BTech	Pr. Eng, or Pr Tech Eng	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	5
Design Engineer / Employers Agent	BSc Eng or BEng or BTech	Pr. Eng, or Pr Tech Eng	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	20
Construction Monitoring	Full time site monitoring (refer to commentary)	NDip (Civil) or BSc Eng or BEng (Degree/Diploma) *Ref. Note 2	No Submission	≤ 3	> 3 ≤ 5	> 5 ≤ 7	> 7	10
	Experienced Site Manager	NDip (Civil) or BSc Eng or BEng (Degree/Diploma) *Ref. Note 2	No Submission	≤ 5	> 5 ≤ 10	> 10 ≤ 15	> 15	30

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

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

**Date**

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

**T2.2.17 APPROACH PAPER / METHODOLOGY / PROGRAMME**

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

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

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

The scoring of the approach paper will be as follows:

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

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

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

**Date** \_\_\_\_\_

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

**PART C1 : AGREEMENTS AND CONTRACT DATA**

**C1.1 : FORM OF OFFER AND ACCEPTANCE**

**C1.1.1 : OFFER**

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

Contract No: **2V-30428**

Contract Title: **Professional services contract for the Provision of Engineering services to Informal settlements within the ethekwin Municipality Incremental services programme- Roads, Footpaths and Stormwater (RFS)**

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.**

r  
**C1.1 : FORM OF OFFER AND ACCEPTANCE**

**C1.1.2 : FORM OF ACCEPTANCE**

**This Form will be completed by the Employer**

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

The terms of the contract are contained in:

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

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

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

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

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

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

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

**Capacity** (*of Signatory*) : .....

**Name of Employer** (*organisation*) : .....

**Address** : .....

: .....

**Witness:**

**Signature** : ..... **Date** : .....

**Name**(*in capitals*) : : .....

**C1.1 : FORM OF OFFER AND ACCEPTANCE**

**C1.1.3 : SCHEDULE OF DEVIATIONS**

**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](http://www.cidb.co.za) - copied for ease of reference in C4.2).

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

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

### C1.2.2 CONTRACT DATA

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

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

3.4 & The authorised and designated representative of the Employer is: **Doug Jooste**

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

- Telephone : 031 311 6375
- e-mail : [doug.jooste@durban.gov.za](mailto:doug.jooste@durban.gov.za)

The address for the Receipt of communications is: **2 Club Lane , Development Engineering ,Pinetown,3600**

1 The Project is : **2V-30428**  
: **Professional services contract for the Provision of Engineering services to Informal settlements within the ethekweni Municipality Incremental services programme- Roads, Footpaths and Stormwater (RFS)**

1 Period of Performance : **36 months**

3.4.1 Communications by e-mail / facsimile **is** permitted.

3.5 The location for the performance of the Project is : **ethekweni Municipal boundaries**

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

3.12 The penalty per Day payable on missed milestone date is : **1% per day of the relevant stage that the delay is based on -to be read with commentary**

3.15.1 The programme shall be submitted within **14 Days** of the award of the Contract. -to be read with commentary

3.15.2 The Service Provider shall update the programme at intervals not exceeding **4 weeks**.

3.16 The time-based fees shall not be adjusted for inflation.

- 4.3.1(d) The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount of a minimum of 2x the professional fee value.
- 5.5 The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
- 1) **Expenditure exceeding contract award/authority for all contracts for duration of contract.**
  - 2) **Replacing staff i.e Design consultant/ Construction monitoring on the contract after the award -The employer will allow replacement on a "like for like" ,and will require replacement CV to be vetted prior to final approval.**
- 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 : After the 36 months has lapsed from date of letter of appointment / award, irrespective of the state of works or the end of period of performance, or termination by Employer and all Close out reports has been issued and signed off; all as-builts for implemented contracts submitted and all costs have been reconciled. Refer to Additional conditions of contract C1.2.3.2.
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **6 months**
- 8.5** Suspension clause of the project by the employer without compensation (Furthermore the employer reserves the right to suspend the work on this project at any of the stages. In this event no additional fees will be payable. Should the project be suspended during any stage for any duration of time for reasons beyond the control of the employer, all work shall cease immediately and no additional fees will be applicable for the period of the suspension).
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer**
- 11.1 A Service Provider may subcontract any work which he has the skill and competency to perform.
- 12.1 Interim settlement of disputes is to be by **Mediation**.
- 12.2/3 Final settlement is by **Arbitration**.
- 12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by : **Association of Arbitrators**.
- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **Association of Arbitrators**.
- 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **2 X the professional fee value**.
- 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 **36 months** from the date of termination or completion of 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**

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, A 10% retention of the basic fee up to a maximum of R 200 000 will be applied. Half of the retention amount will be released on issue of the completion certificate for the contract. The balance of the retention will be released on receipt of the all the as-built information and the asset capitalisation forms.

#### **C1.2.3.3 EMPOWERMENT INITIATIVE**

It is a condition of contract that the Professional Service Provider / Civil Engineering Consultant must allow for a minimum of 30% of the contract value (excluding PC Sum and Fixed Cost allowances) to be subcontracted to persons who are >51% black owned. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved. It is critical that tenderers be aware that the CPG partner must participate in the main works as well.

The penalty for not achieving the specified CPG will be 0.5% of the contract value (excluding PC Sum items and Fixed Cost allowances) for every 1% of CPG not achieved.



**PART C2 : PRICING DATA**  
**C2.1 : PRICING INSTRUCTIONS**

- C 2.1.1 The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of subcontractors.
- C 2.1.2 The sole basis for the remuneration of the Service Provider to be appointed to proceed with the project shall be:
- C 2.1.2.1 The sole basis for the remuneration of the Service Provider to be appointed, is *GUIDELINE OF PROFESSIONAL FEES*(Scope of services and tariff for persons registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) as published in Government Gazette No.44333 dated 26 March 2021– hereinafter referred to as “the GUIDELINE”. (this available from the ECSA website at [Regulation of Engineering Practices - Guideline Fees \(ecsa.co.za\)](http://www.ecsa.co.za/Regulation-of-Engineering-Practices-Guideline-Fees). Part C2 Pricing Data (part of the Contract Documents), may amplify, add to, modify or supersede, as the case may be, elements of the GUIDELINE, and shall take precedence and shall govern.
- C2.1.3 **The Schedule of Quantities** forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, and Conditions of Contract. The quantities given in the Schedule of Quantities are estimates only and are subject to re-measure during the execution of work.
- Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry and the alteration must be initialled by the Consultant.
- The Consultant shall not under any circumstances whatsoever delete or amend any of the sums inserted in the Amount column of the Schedule of Quantities and in the Summary of the Schedule of Quantities unless authorised in writing by the Employer before closure of tenders.
- C2.1.4 **Provisional Sums** may be provided for some items in the Schedule of Quantities. Work done under the items will be at the written direction of the client. The Client reserves the right, during the execution of the services, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.
- C2.1.5 **Disbursements**
- Travelling**
- The Consultant will be reimbursed at rate per kilometre for the use of private motor vehicles in executing this project. No other travel or subsistence costs will be reimbursed by the employer. All travel kilometres, recorded in a logbook, will be measured from the eThekweni area premises of the Consultant. In the case of the Consultant not having an office in the eThekweni area then the travel kilometres will be measured from the Clients office located at 2 Club Lane, Pinetown.
- The rate per kilometre shall not be a tendered rate, but will be obtained from the Government Tariffs obtainable from the Department of Transport website [www.transport.gov.za](http://www.transport.gov.za). These tariffs are also currently reproduced on the CESA website at [Regulation of Engineering Practices - Guideline Fees \(ecsa.co.za\)](http://www.ecsa.co.za/Regulation-of-Engineering-Practices-Guideline-Fees). The kilometre rate that will be used, is the Private Rate for Category A: Petrol Sedans/Station Wagons, with a maximum engine capacity of 2000cc (rate prevailing at the time the kilometres were travelled).
- A Provisional sum is included in the Schedule of Quantities for travelling. The tenderer shall not amend this figure when tendering.
- Drawing Duplication, Plotting, Typing and Duplication, document binding etc**
- Such activities are not subject to tendered rates, but will be paid for as per the Disbursement Guideline available on the ECSA website at [Regulation of Engineering Practices - Guideline Fees \(ecsa.co.za\)](http://www.ecsa.co.za/Regulation-of-Engineering-Practices-Guideline-Fees). A Provisional sum is included in the Schedule of Quantities for these activities. The tenderer shall not amend this figure when tendering.

**Expenses for Environmental Services, Geotechnical services and Survey shall be paid on the basis of:**

- a) invoiced amounts from service providers or suppliers, provided that such amounts are at open market rates (will be based on three quotes + evaluation on Price and Preference)
- b) The percentage markup shall not exceed 8% and No negative mark-up allowed. If % markup is more than 8% and negative mark-up provided, the tenderer will be deemed non responsive.

**C2.1.6 Level 3 Construction Monitoring (Full Time)**

The rates are to be all inclusive "total cost of employment rates" as at the time of tender, which must also take into account any factor/s as described in 3.3.2 of the GUIDELINE, and any increase or decrease thereto that the tenderer may wish to apply. i.e. the monthly rate/s tendered will not be subject to application of any additional factor, or any additional costs and NO change in "total cost of employment" computed within the Services Provider's consulting concern itself shall be considered. The monthly rates shall be inclusive of telecommunication costs for the duration of the contract.

Duties include travel to site on a daily basis and only travel to report to the client's office/alternate meeting venue when required. (therefore, no travel disbursement)

If the key staff which are proposed at Tender stage are not available during the contract implementation, like for like staff replacement will be accepted provided that the experience and qualifications of the replacement is equivalent or better than that was provided at Tender stage. Note : Multiple Level 3 Construction Monitoring staff will be required from time to time depending on the similar start dates of various settlement projects.

**C2.1.7 Monthly Payments**

Monthly progress claims will be paid within 30 days from receipt of a correct Tax invoice, and progress claim invoice by the Employer, from the consultant. Progress claims are to be in accordance with the South African Association of Consulting Engineers Form of Agreement, dated 03 June 2013.

The monthly invoice must be delivered to either:

- 1) Development Engineering Department West Region-2 Club Lane, Pinetown, 3600
- 2) Development Engineering Department North Region-327 Umhlanga Rocks Drive, Umhlanga, 4320
- 3) Development Engineering Department South-166 KE Masinga Road- Room 639, 6<sup>th</sup> floor, City Engineers- Durban

Att: Deputy Head Development Engineering for the care of Senior Manager (W)

The invoice must include the following;

- 1) Invoice Number
- 2) Date must be on or after the end date that the invoice covers work for,
- 3) Contract Number and Description of Contract,
- 4) Company Vat Number,
- 5) eThekweni's Vat Number,
- 6) Physical Address and Postal Address of the Company,
- 7) Original Signature on invoice

**C2.1.8 Documentation / Information**

The following documents / information (in addition to the Scope of Work) are available upon request in .PDF format, should the Consultant require additional information to complete the tender:

- GIS polygons of the settlements

**C2.1.9 Fees for normal services**

**C2.1.9 a) Estimated Fee % calculation**

The Project Type as per 4.2.1 Table 1 of the GUIDELINE is Normal Services.

Using 4.2.1 Table 1 of the GUIDELINE, The primary and secondary fees are as follows :

**Table 1: Civil and Structural Engineering Services pertaining to Engineering Projects**

Cost of the Works		Basis of Fee Calculation	
For projects up to R850 000		Lump Sum or Time Basis	
Where the cost of the works:		Primary Fee	Secondary Fee
Exceeds	But does not exceed		
R850 000	R1 899 000	R106 300	15.0%
R1 899 000	R9 347 000	R237 400	12.0%
R9 347 000	R19 066 000	R982 400	10.5%
R19 066 000	R47 372 000	R1 857 000	9.5%
R47 372 000	R94 960 000	R4 121 400	7.0%
R94 960 000	R572 000 000	R7 065 000	6.5%
R572 000 000		R33 233 200	6.0%

The value of the construction works for the consultant (including escalation but excluding VAT) for the Incremental Services Programme is approximately R56m for the 3 year budget.

The final fee percentage will be based on actual cost of works allocated.

**C2.1.9 b) Typical Factor by which the basic fee is multiplied**

Fees for normal services Clause 4.2 of the GUIDELINE, the tender’s attention is drawn to the fact that the development is not Greenfield, but can be described as in-situ upgrade, and the terrain is challenging – thus the tenderer should take into account the possibility of “more effort” than would be expected with a greenfield project on easier terrain, when deciding upon the any adjustment to be applied to the median fee in his pricing.

The Description of the works is ;Services for existing informal settlements including roads, footpaths and stormwater control.

Notwithstanding Clause 4.2- Fees for normal services ,reference to Table 2A ,the tenderer needs to choose a Typical factor by which the basic fee is multiplied based the Scope of Works as well as any other adjustment that the tenderer may desire to make.**(The typical factor may not be below 1 and exceed 1.50 ,any factor less than 1 or more than 1.50 will be non responsive).Thus the tenderer will arrive at a fee %– which will be the final tendered fee % to be inserted in the Schedule of Quantities.**

The tenderer must take into account all information within the document when determining his tendered fee % for Normal Services, as no adjustment to the tendered fee % for Normal Services will be made for work covered by Normal Services, that the Service Provider will need to undertake relating to (but not limited to) the preparation of contract documentation, assist in SCM processes etc, that will be required.

**C2.1.10. Site Manager**

This resource is additional to Level 3 Construction monitoring. It is envisaged that the programme will entail the implementation of more than one settlement simultaneously i.e 1-5 settlements whose start and end dates are the same. This will then require full time monitoring as per C 2.1.6 but due to the type of works /location of settlements , the consultant will need to price for a site manager who will on daily basis assist all sites that the consultant is implementing.

The site manager will be responsible for liaison between the client ,contractor and councillor/CLO. The requirement is for this resource to be experienced and to try and resolve any claims,disputes that may arise without any delays that may result in the client not delivering on expenditure and ensuring that the works are completed timeously.

### **C2.1.11 Review and project familiarization Fee**

This fee is for review ,checking and project familiarization of current designs that are complete (anticipated 1-3 designs). Once the review is complete, the consultant will start procurement process which will entail stage 4 -Documentation and Procurement. (Reference to 3.3 (11) of the Guideline ). The consultant will be required to provide a rate only fee (Item No. 2.3.1)that will be used against the available Provisional Sum.This rate is inclusive of any disbursements i.e.travel and printing. This rate will be similar to Category C salaried professional staff with professional registration with ECSA and is not subject to escalation (Pr Tech /PR Eng). “The Consultant will be required to familiarise him/herself the entire project in order to carry out works on all the applicable stages of the project. This includes accepting full design responsibility for the entire project in terms of the GUIDELINE.”

## SCHEDULE OF QUANTITIES

Item No	Payment	Description	Unit	Quantity	% Fee	Amount (Rands)
1		<b>Fee for normal services</b>				
1.1	C2.1.2 C2.1.9	Fee	%	R 56 000 000.00	7.85%	
		Typical factor by which Fee is multiplied				
<b>Final Tendered Fee %</b>						
<b>Total Carried Forward to Summary</b>						
Item No	Payment	Description	Unit	Quantity		Amount (Rands)
2		<b>Additional Services</b>				
2.1	C2.1.6	Level 3 Construction monitoring (as per Government Gazette No.44333 dated 26 March 2021	months	110		
2.2	C2.1.10	Site Manager	months	36		
2.3	C2.1.11	Review and project familiarization Fee	Prov Sum			R50 000
2.3.1	C2.1.11	Review and project familiarization Fee	Rate Only			
<b>Total Carried Forward to Summary</b>						
3		<b>Disbursements</b>				
3.1	C2.1.5	Travelling	Prov Sum	1		R190 000
3.2	C2.1.5	Drawing Duplication, Plotting, Typing, Document binding etc.	Prov Sum	1		R 63 000
3.3		Allowance for Services of an Environmental Consultant	Prov Sum	1		R 2 200 000
3.3.1	C2.1.5	Tendered mark up on item 3.3	%	R 2 200 000		
3.4		Allowance for Services of a Geotechnical Engineer	Prov Sum	1		R 150 000
3.4.1	C2.1.5	Tendered mark up on item 3.4	%	R 150 000		
3.5		Allowance for Services of a Surveyor	Prov Sum	1		R 600 000
3.5.1	C2.1.5	Tendered mark up on item 3.5	%	R 600 000		
3.6		Allowance for Services of a Social facilitator	Prov Sum	1		R 150 000
3.6.1	C2.1.5	Tendered mark up on item 3.6	%	R 100 000		
<b>Total Carried Forward to Summary</b>						
<b>Total Carried Forward to Summary</b>						

**C2.2 : PRICING SCHEDULE**

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1	Fee for normal services	R
2	Additional Services	R
3	Disbursements	R
	TOTAL EXCLUDING VAT	R
	VAT	R
	TOTAL INCLUDING VAT (this value to be transferred to the Form of Offer)	R

NAME : ..... (Block Capitals)

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

## PART C3 : SCOPE OF WORK

### C3.1 BACKGROUND

The Incremental Services programme, which comprises the construction of roads, footpaths and stormwater (RFS).

The programme is limited to the budget allocation and hence the number of works contracts awarded is limited to the same.

The list of settlements has been selected by the Human Settlement department using a revised ranking criteria, based on:

1. Vulnerability: extent of health and safety threats, using net density as one of the means to apply this criterion.
2. Services Deficit: the various components of Incremental Services that are absent or lacking due to inefficient ratios/thresholds of household numbers relative to service points.
3. Population Coverage: the larger the settlement in terms of the number of households, the greater the efficiency of delivery and return on investment.
4. Age of Settlement: how long have people been waiting for services.
5. Community Readiness: how stable the community and leadership are and their appetite to embrace the new, incremental approach.
6. Location: how well located the settlement is, noting the importance of addressing spatial inequality and inefficiencies and the constraints relating to over-extending the reach of the municipality's bulk infrastructure networks.

The revised approach shifted to upgrading households in-situ with basic services and functional tenure wherever possible (in line with the 2004 national Upgrading of Informal Settlements Programme – UISP).

#### C3.1.1 STATUS QUO

It is accepted that many informal settlement sites, whilst not ideal in terms of such factors as slope and population density, are nonetheless appropriate for incremental upgrading (category B1), accepting that many such settlements are well-located, old and well-established, and that there is a lack of alternative, suitably-located land for relocations. Although some of these sites are significantly constrained, there may be the potential for certain constraints to be mitigated and/or managed and/or overcome. Subject to further technical studies, it is therefore accepted that a more flexible 'developability envelope' should be considered for such category B1 settlements along with an IDA1 or IDA2 land use designation (e.g. regarding steep slopes).

E.g. Slopes of between 1:3 and 1:1.5 are common in well-located B1 settlements and have typically been occupied for long periods. Such gradients typically remain stable provided there is no aggressive cut and fill, earthworks, and excavations. Appropriate servicing is possible in such areas e.g. pedestrian access ways with storm-water controls, housing improvements using lightweight structures and pile foundations.

The expected outcome of the multiyear programme is that the budget provided in respect of each financial year will be spent on providing engineering services to specified informal settlement clusters in accordance with the list of priorities identified by the *Employer* and in a manner that contributes to the eThekweni's social and economic development agenda.

### C3.2 EMPLOYER'S OBJECTIVES

The *Employer's* objective is to provide engineering services( roads & footpaths & related stormwater controls) to informal settlements within eThekweni over a period of 3 years using three design consultants. The implementing department is Development Engineering on behalf of the Human Settlements Unit. The implementing department has 3 regions ,namely, Southern,Northern and Western. It is not envisaged that the design consultants will be solely based/or implement the works per region but the works/per design consultant could cross regions.

### C3.2 SCOPE OF SERVICES -EMPLOYERS REQUIREMENTS

The required Scope for Engineering services for the Incremental Services Programme will be as per- *GUIDELINE OF PROFESSIONAL FEES(Scope of services and tariff for persons registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000)* as published in Government Gazette No.44333 dated 26 March 2021 as a guideline.

#### **Scope of Engineering Works – Engineering services**

The Scope of Professional Services to be performed by the Consultant are the relevant services as listed above, with scope of deities and deliverables as embodied within the GUIDELINE.

- Without limiting the generality of all descriptions and definitions of Scope in Part C.3 above, the extent of the engineering work for the Incremental Services Programme will include, : Civil engineering design, site supervision and contract administration of civil engineering infrastructure projects within informal settlements, which include the following works such as; sewer, stormwater, fire and water reticulation. Design of roads **using the low volume roads DCP design method** and **concrete** footpaths inclusive of layerworks and surfacing, asphalt sidewalks (including kerbing-when needed), gabions and/or drystack systems.

The following are deemed part and/or addition of the basic fee :

- Engineering consulting services
- Monthly progress reports with photos during construction
- Provide site feasibility evaluation/assessment reports for projects including proposals, drawings, associated estimated costs and recommendations.
- Provide technical support during planning, enquiry and project execution phase
- Data Capturing and integration of site information
- Provide Auto CAD/Ally CAD drawings and revisions where applicable (ensure drawings comply with by laws and other and statutory requirements)
- Integration and exchange of project information with other consultants
- Develop quality assurance procedures and monitor implementation by consultants and contractors
- Provide method statements for the execution of works where applicable
- Update design changes as and when they arise
- Attend regular site technical and progress meetings and provide administration support i.e minutes ,etc
- Update design changes as and when they arise
- Co-ordinate and monitor rectification of defects
- Inspect the works and issue completion and defects lists
- Hand over and sign off all project documentation
- Provide as built drawings and close out reports
- Provide technical support during planning, enquiry and project execution phase
- Financial control and reporting
- Identify the health and safety requirements in terms of the Occupational Health and Safety Act, 1993,and incorporate them in the scope of work issued to the Contractor; Consultant to liaise with Ethekwini Safety and Risk Management Department to provide project specific OHS specifications.
- 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 associations, if any;
- Endeavour to maintain continuity of design staff in so far as it may be reasonable to do so.
- Review existing designs and prepare procurement documentation and liaise with previous design consultants if necessary.
- All construction drawings are to be signed by professionally registered person within the Consultant’s office before issued to contractors. Proof of signature circulation to be sent to Client. This will ensure

that all engineering designs have been technically checked for functionality by relevant professionals within the office of the consultant.

- Delivery of payment certs and invoices etc., shall be deemed to be covered in the normal fees under their office admin costs.

#### Project Management (are deemed to be included as part of ECSA standard fee)

- Identify and allocate settlements; to develop the scope of work, provide drawings, bill of quantities to specifications from conceptual to completion as per ECSA gazette.
- Liaise with client to determine prioritisation and work to be undertaken.
- Quality control during construction
- Develop and supply baseline information required by client to optimise the annual budget available
- Issue instructions to the relevant contractors
- Manage the cost components of the project and assess claims for compensation.
- Liaise with the employer and agree on standards/methodologies necessary for various projects
- Assess monthly claims and authorise contractor payments
- Monitor value for money, cash flow and traceability of records of the projects
- Appoint health and safety practitioners to oversee the OH&S components of the projects
- Audit quality assurance systems in place by the contractor
- On behalf of the employer, where required refer matters to appropriate dispute
- Monitor budgets monthly and provide costs to employer
- Liaise with project officers in various regions with regard to schedules needing updating for the employer - monthly
- Prepare adjustment budgets if necessary

The Parts of section 3 of the GUIDELINE that are required for this Professional Services Contract are as follows:

#### **Part 3.2.1 : Normal Services**

##### **Stage 1 – Inception**

##### **Stage 2 – Concept and Viability**

##### **Stage 3 – Design Development**

##### **Stage 4 – Documentation and procurement**

##### **Stage 5 – Contract Administration and Inspection**

##### **Stage 6 – Close Out**

As part of the stages 1 to 6 as normal services offered by the consultant, monthly budgeting, reporting read in conjunction with the scope detailed will be required as part of the services offered.

The current status is that of 36 settlements (which the 3 year programme is based upon), for 18 settlements stage 1 and stage 2 have been done, and for 4 of the 18 settlements stage 3 also complete.

All other requirements stipulated or seen as necessary to complete works must be included or accounted for in the tender offer.

#### **3.2.2 Level 3 Construction Monitoring as per Government Gazette**

The required staffing will have experience with community and social related issues will be advantageous. The experience must include a significant amount relating to engineering infrastructure services within informal settlements.

The 3 year programme entails approximately 36 settlements and full time supervision is required on all. The current plan indicates that DC 1 will have 16 settlements, DC 2 will have 15 settlements and DC 3 will have 21 settlements with the total construction value being approximately R56 000 000 each. The total envisaged man hours (for construction) per DC for the 36 month appointment is approximately 110 months. (Based on the approximate duration of each settlement.)

The settlements as per the preliminary 3 year plan are listed below. (Note : the settlements might change, if necessary , based on revised priorities-if applicable)

DC	Ward	IMPLEMENTING REGION	Parent Capital Description
1	107	N	Shembe / Ekuphakameni
1	102	N	Blackburn Ph2
1	3	N	bhambayi phase 3
1	53	N	AMAOTANA
1	34	N	SMITHFIELD
1	55	N	B extension & Curnick Ndlovu
1	25	N	KENNEDY ROAD
1	56	N	Amatikwe (Pockets)
1	59	N	Buffelsdraai
1	60	N	RoodeKrans 828/Hazelmere Dam (Original HP Boundary
1	53	N	Amawoti - Angola
1	25	N	Burnwood Road overspill
1	59	N	Redcliffe 1 (Hilltop & KwaShabalala)
1	57	N	Amawoti-Tanzania
1	58	N	New Glasgow Ematendeni Canelands
1	60	N	Redcliff - Canelands/Parkridge

DC	Ward	IMPLEMENTING REGION	Parent Capital Description
2	72	S	Intake Rd
2	77	S	Welbedacht East
2	78	S	Umlazi - L-L2 (Egcakini) - W07
2	84	S	Umlazi - CC - CC Esidweni (Eas
2	86	S	Umlazi - U - UX2 (Tropica)
2	89	S	Umlazi - T - T4 & KwaMnyandu (
2	71	S	Crossmoor Road - W071
2	89	S	Malukazi Lower - Lotus Park (Outside HP boundary
2	99	S	Stomote(Hull Valley)
2	83	S	WARD 83 CLUSTER (UMLAZI-M1,M2,M5,M)
2	76	S	Umlazi - V - Ezimeleni - Umlazi V8 & Prince Mcwayizeni Drive
2	80 / 81	S	Umlazi - B CLUSTER ( B10 Lusaka Overspill, BX5, BX5(Happy City), BX6)
2	82	S	WARD 82 CLUSTER (Umlazi H3/H7; R6(West); NX1 (Elahlamlenze); N4; DX1 Overspill)
2	83	S	Umlazi - M - M8/9/10
2	85 / 86	S	Umlazi - Z CLUSTER (Island (Z); Rd 107164; Z1; Z7; ZX1; ZX2; ZX7)

DC	Ward	IMPLEMENTING REGION	Parent Capital Description
3	41	W	RICHMOND FARM B
3	63	W	Asinamali/Toni (St. Wendolins)
3	14	W	Madiba Valley-Lower Thornwood cluster
3	103	W	Protea
3	13	W	Grassmere Drive
3	16	W	St Windolins Ridge
1	57	W	Amawoti - Mozambique
3	15	W	Tshelimnyama Phase 3 Overspill
3	72	W	Progress Place 3 Ext
3	5	W	Georgedale
3	10	W	STOCKVILLE
3	91	W	Zamani 2A
1	54	W	Bhambayi Ghandi
3	4	W	Rietvallei
3	7	W	EMALANGENI- MPUMALANGA H
3	19	W	Kloof Ext 15 + Exr 21 ph 3 (NORTH pocket)
3	4	W	Diphini
3	6	W	Ekwandeni
3	12	W	Rockdale (Ndengezi Informal)
3	9	W	Congo
3	15	W	Mpola Phase 2 Ext

## 1. General Requirements - additional services required via the consultant.

### 4.1. Survey

The surveyor is required to commence with works after approval of concept layouts.

Required to meet the engineer on site and survey the sites as required.

Required to submit the survey files to the engineer for designs within an agreed timeframe.

The engineer checks the survey to ensure if all information required has been surveyed and is correct.

The surveyor's duty is now completed unless the engineer requests for additional information such as level checks during construction.

The surveyor will be required to set out works and conduct as built survey.

### 4.2. Environmental

a) The screening of the project will be undertaken by the **Biodiversity Management** Department: Biodiversity Impact Assessment Branch (BMD) who will advise Dev Eng. of the Biodiversity concerns and constraints, the EIA requirements and the Water Use Licence application requirements.

b) If the screening process determines that Environmental Authorisation (EA) is required, the type of application process required will also be defined which could either be a Basic Assessment or Full Environmental Impact Assessment.

- If a Basic Assessment is required, the scope of work for the Environmental Assessment Practitioner (EAP) is the process as defined in Chapter 4 Part 2 of the National Environmental Management Act (Act No 107 1998)(NEMA) Environmental Impact Assessment (EIA) Regulations GNR 326, and must include and be compliant with the information requirements detailed in the Appendices of the same document.
- If a Full Environmental Impact Assessment is required, the scope of work for the EAP is as the process as defined in Chapter 4 Part 3 of the EIA Regulations GNR 326 and must include and be compliant with the information requirements detailed in the Appendices of the same document.
- Both applications must include compilation of an Environmental Management Programme (EMPr) as detailed in Appendix 4 of the Regulations.

c) Environmental Compliance Monitoring ECO monitoring is required on all contracts. The appointed EAP will also be required to undertake compliance audits of the project against the approved EMPr on a monthly basis (as a minimum), or as per the Environmental Authorisation conditions. The audits and reporting thereon must be undertaken in accordance with Appendix 7 of the EIA Regulations.

d) The presentation of the project at the Water Use Licence Application (WULA) Forum will determine if the project requires a Water Use Licence at all, a General Authorisation or a full Water Use Licence. If the decision of the Forum is that a full WULA is required, the EAP will be required to prepare an application in compliance with the GNR506 of 2016 – Regulations for (c) and (i) Water Uses.

e) ECO monitoring is required on all contracts.

### 4.3. Geotechnical

The geotechnical specialist is called upon during the design stage where he would conduct DCPs to a depth of 800mm. The results would show the type of in situ material is present and recommend the layer works for the project.

Once the layer works are completed, DCPs are once again conducted to verify that the layer works are as per design. The results are compiled in the material as-builts.

See Annexure 3 for the DCP details

#### 4.4.Social Facilitation

The facilitation consultant will be appointed as a sub-consultant to the consultant, to provide facilitation and support during the planning and implementation phases. The appointed consultant will manage a community awareness programme. The scope of works will include informing the communities of the project, work opportunities, and all institutional and administrative details relating to the project. During construction the facilitator will assist the engineer with all social, institutional and community related issues impacting on the construction of the project.

The Consultant will be involved in the facilitation of the project to:

- create community awareness on scope and details of the project;
- ensure the project is effectively implemented through community participation and involvement;
- establish the labour desk, with the assistance of the ward councilor
- facilitate and, if necessary, intervene to assist in the smooth implementation of the project

#### 4.8 Record Information

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

A specialist service provider, approved by the Employer, shall be used to capture and transmit the GIS data.

#### 4.9 Facilities and Equipment to be Provided by the *Employer*.

The *Employer* will not provide any facilities or equipment to or for the use by the *Consultant*

	COMMENTARY
<b>Reference data</b>	The employer will provide the list of settlements which will indicate where the settlements are located
<b>Particular/Generic specifications</b>	The employer will provide the details of the DCP method to be used for road construction .The relevant documentation is attached.Annexure 3
<b>Approvals</b>	Consultant to obtain the relevant approvals prior to implementation, i.e. WULA/Environmental, relevant line departments (eThekwin water and sanitation, roads provision, coastal stormwater)
<b>Planning and programming</b>	Consultant to liaise with with client regarding settlements to design and provide a programme (from design to procurement).
<b>Management meetings</b>	Meetings to be held monthly

	<b>COMMENTARY</b>
<b>Penalties</b>	<p>The consultant will be required to timeously implement and report of all activities as entailed within their scope of works .This could include weekly or monthly tasks that will form an agreed milestone i.e. but not limited to ;</p> <ol style="list-style-type: none"> <li>1)submitting final approved tender document by a certain/agreed date</li> <li>2)submitting reports as requested by client within agreed timeframes</li> <li>3)producing designs/drawings as per agreed timeframes</li> <li>4)Payment certificates to provided by the agreed dates</li> <li>5)Updated cash flows/ programmes/monthly financial reports that are required by the agreed dates.</li> <li>6)Monthly Progress report to be provided as per agreed dates</li> </ol> <p><b>Penalties will be charged at 1% of the value of fees due at the applicable stage where the delay is taking place.</b></p> <p><b><u>Penalty will be charged at 1% /day per stage that the delay is based upon.</u></b></p>

### **C3.3 ANNEXURES**

- 1. STANDARD CONDITIONS OF TENDER**
- 2. CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT**
- 3. MINIMUM DESIGN STANDARDS FOR ROAD LAYERWORKS**

**Annex F**  
(normative)

**Standard Conditions of Tender**

**F.1 General**

**F.1.1 Actions**

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

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

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

*2) Conflicts of interest in respect of those engaged in the procurement process include those, inherent 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

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# STANDARD PROFESSIONAL SERVICES CONTRACT

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

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July, 2009: Edition 3 of CIDB document 1015

Standard Professional Services Contract