



DEPARTMENT
MUNICIPAL PLANNING

DIRECTORATE

ENVIRONMENTAL AND SUSTAINABILITY MANAGEMENT

DIVISION

Climate Change Department

PROCUREMENT DOCUMENT

GOODS / 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](#).

Tender No: 35990-7U

Title: Review, Consolidation and Implementation Support for the Durban Climate Change Strategy (DCCS 2027) and Climate Action Implementation Programme

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: A non-compulsory clarification meeting will be held online at 10h00 on 5th October 2026. Bidders are required to send confirmation of attendance via email to Nongcebo Hlongwa by no later than 16h00 on 2nd October 2026. A link to the meeting will be sent via email on the 5th October 2025 at 08h30. The Municipality's consolidated response to queries will be published on the e-Tenders Portal and/or the Municipal website by 23rd October 2026, for the information and benefit of all prospective tenderers.

Queries can be addressed to: Nongcebo Hlongwa

General / Contractual: Nongcebo Hlongwa; Tel: 031 322 8498; eMail: nongcebo.hlongwa@durban.gov.za

Technical: N/A

DELIVERY OF TENDERS

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box [located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road \(Old Fort Rd\), Durban](#) (and not any other municipal department): Tenderers are to also make an electronic submission via the eThekweni Municipality JDE System (ESP Module)

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

Closing Date: Friday, 30 October 2026

Time: 11:00am

FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Director: Climate Change Department

Issued: September 2026

Document Version: 01/12/2025

NAME OF TENDERER:

Tender Price: R

VAT Registered: YES / NO
(circle applicable)

PROCUREMENT DOCUMENT (Goods / Services)

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SECTION 1: GENERAL INFORMATION

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITY

TENDER No.: 35990-7U

DESCRIPTION: Review, Consolidation and Implementation Support for the Durban Climate Change Strategy (DCCS 2027) and Climate Action Implementation Programme

CLOSING DATE / TIME: Friday, 30 October 2026 at 11:00am

All tenders must be submitted on official tender documentation issued (in electronic format) by the eThekwini Municipality from:

- The National Treasury's eTenders website (<https://www.etenders.gov.za/>), or
- The eThekwini Municipality's website (<https://www.durban.gov.za/pages/business/procurement>).

Electronically downloaded documentation should be printed by the tenderer.

- Bidders must submit a "hard copy" submission to the **Tender Box located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** and an **electronic submission via eThekwini Supplier Portal (ESP)**. Notwithstanding the electronic submission, a tender offer will only be deemed valid if the "hard copy" submission has been made. The "hard copy" submission will be deemed to be the ruling version. Bidders are responsible for resolving all access rights and submission queries before the tender closing date. Tender closing date and time remain unchanged

Tenderers are required to be 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.

Registration on the **eThekwini Municipality's Database** can be done via website:

<https://ethekwinivendor.durban.gov.za/> and on **ESP:supplier.selfservice@durban.gov.za**

Tenderers should ensure that tenders are delivered timeously to the correct address as stated in the Conditions of Tender. If a tender is late, it will not be accepted for consideration.

The Municipality will consider a tender submitted in response to this request for tender to be an offer from your company to perform the supply on the basis of that tender. Accordingly, please review the attached General and Special Terms and Conditions which will form the basis for any supply arrangement entered into between the Municipality and your company.

The Municipality is seeking tenders from potential suppliers only and makes no representation or promise in relation to procuring work from a supplier or supplier. The Municipality will not be responsible for any costs associated with preparing and submitting a tender.

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

The successful tenderer will be required to fill in and sign a written Contract Form (MBD 7).

NB: NO TENDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE
(as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(Failure to do so may result in your tender being disqualified)**

Name of Tenderer:

Postal Address:

Street Address:

E-Mail Address:

Telephone Number:

-

-

Cell phone Number:

Facsimile Number:

Circle Applicable

Is your entity registered on the **eThekweni Municipality's supplier database?**

YES / NO

- **If YES insert** your PR Number:

PR

Is your entity registered on the **National Treasury Central Supplier Database (CSD)?**

YES / NO

- **If YES, insert** your MAAA Number:

MAAA

Insert a SARS Tax Compliance Status PIN

.....

Is your entity VAT registered?

YES / NO

- **If YES insert** Vat Registration Number:

.....

Has a **Declaration of Municipal Fees** been submitted?

YES / NO

Has a **Declaration of Interest** (MBD 4) been submitted?

YES / NO

Has a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted?

YES / NO

Has a **Preference Points Claim** (MBD 6.1) been submitted?

YES / NO

Has a **Declaration of Bidder's Past SCM Practices** (MBD 8) been submitted?

YES / NO

Has a **Certificate of Independent Bid Determination** (MBD 9) been submitted?

YES / NO

Are you the accredited representative in South Africa for the goods / services / works offered? **If YES, enclose proof** at the back of the tender submission.

YES / NO

Signature of Tenderer:

Date:

Name / Surname: (in block capitals)

Capacity under which
this tender is signed:

.....

SECTION 2: CONDITIONS OF TENDER – (Goods / Services : June 2019)

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SPECIAL / ADDITIONAL CONDITIONS OF TENDER

STANDARD CONDITIONS OF TENDER (Goods / Services)

1. DEFINITIONS

General:

- (1) Defined words / phrases are printed in *Italic font*.
- (2) Definitions apply to the singular as well as the plural.
- (3) Any reference to the masculine gender shall be taken to include the feminine and any reference to the feminine gender shall be taken to include the masculine.
- (4) The words “bid” and “tender”, and “bidder” and “tenderer” can be used interchangeably.
- (5) All definitions as defined in the **General Conditions of Contract** are applicable to these **Standard Conditions of Tender**. These definitions include:
 - “Closing time”
 - “Contract”
 - “Contract Price”
 - “Corrupt practice”
 - “Countervailing duties”
 - “Country of origin”
 - “Day”
 - “Delivery”
 - “Delivery ex stock”
 - “Delivery into consignees store or to his site”
 - “Dumping”
 - “Force majeure”
 - “Fraudulent practice”
 - “GCC”
 - “Goods”
 - “Imported content”
 - “Local content”
 - “Manufacture”
 - “Order”
 - “Project site”
 - “Purchaser”
 - “Republic”
 - “SCC”
 - “Services”
 - “Supplier”
 - “Tort”
 - “Turnkey”
 - “Written” or “in writing”
- (6) **Bid or Tender:** The offer submitted in respect of an invitation to submit such an offer.
- (7) **Bidder or Tenderer:** An entity (company, close corporation, partnership, joint venture, sole proprietor) which submits a *bid/tender*.
- (8) **Municipality:** The eThekweni Municipality, as represented by the duly authorised delegate, official or committee.
- (9) **SCT:** Special Conditions of Tender (found in Section 3).
- (10) **Week:** A period of seven (7) consecutive *days*.
- (11) **Material Deviation:** A material deviation or qualification is one which, in the *Municipality’s* opinion, would:
 - (a) Detrimentially affect the scope, quality, or performance of the services or supply identified in the Scope;
 - (b) Significantly change the *Municipality’s* or the *Tenderer’s* risks and responsibilities under the contract; or
 - (c) Affect the competitive position of other *Tenderers* presenting responsive *tenders*, if it were to be rectified.

2. CONDITIONS OF TENDER & CONTRACT

The specification will be governed by the **Standard Conditions of Tender** (Goods and Services), **Special Conditions of Tender (SCT)**, **General Conditions of Contract (GCC)** (Government Procurement General Conditions (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010), the **Special Conditions of Contract (SCC)**, the **Occupational Health and Safety Act** (Act No. 85 of 1993), and the **eThekweni Code of Conduct**.

Complete Acceptance of Conditions

Unless otherwise expressly stipulated in a letter covering the *tender*, every *Tenderer* shall be deemed to have waived, renounced, and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of their *tender*, which are in conflict with the **General Conditions of Contract** and **Special Conditions of Contract**. *Tenderers* are advised that any *material divergences / qualifications* from the official Conditions or Specification will render their *tenders* liable to disqualification.

3. TENDER INFORMATION

(1) General

- (a) *Tenders* will be liable for rejection unless made out on the official tendering documentation.
- (b) Any alterations effected upon any of the tendering documents must be clearly shown by means of a hand written (black, non-erasable ink), or typed, entry and must be signed in full by the *Tenderer*. **The use of correction fluid is not permitted.**
- (c) *Tenderers* may submit alternative solutions that, in the *Tenderer’s* opinion, are to the *Municipality’s* advantage economically and technically. Full technical details of the alternative *tender(s)* shall be submitted with the tender documents. Alternative *tender(s)* shall be submitted separately.

(2) Obtaining Tender Documentation

All tenders must be submitted on official tender documentation issued, in electronic format, by the eThekweni Municipality. Electronically downloaded documentation (obtainable free of charge) should be printed and suitably bound by tenderer.

(3) Queries Relating to this Tender

Queries can be directed to the person / Department as stated in the **SCT**.

(4) Briefing Session (Clarification Meeting)

Details of the briefing session are stated in the **SCT**.

Failure to attend a **compulsory** briefing session will invalidate the *tender*. *Tenderers* must sign the attendance list in the name of the tendering entity. *Tenders* will only be evaluated from those tendering entities appearing on the attendance list.

(5) Closing Date and Delivery of Tender Submissions

Sealed *tenders* made out on the enclosed Official Tender Form, which shall be signed by or on behalf of the *Tenderer*, and addressed to the City Manager, marked with the appropriate Tender number, must be placed in the **Tender Box** as stated in the **SCT** not later than the **date and time** as stated in the **SCT**, where after they will be opened publicly.

All tender documents **must** be placed directly into the Tender Box and should not be delivered to any other Municipal Department. *Bidders* are advised that *tenders* submitted by post, fax or email **will not** be considered. All couriered documents must be placed directly into the Tender Box and should not be delivered to any other Municipal Department.

Any *tender* received after the closing date and time stated for the receipt thereof **shall not** be accepted for consideration and shall be returned to the *Tenderer*.

(6) Tender Validity and Withdrawal of Tenders

Tenders must hold good until 16:00 of the 5th week following the date on which *tenders* are opened, or during such other period as may be specified in the **SCT**. The *Municipality* may, during the period for which *tenders* are to remain open for acceptance, authorize a *Tenderer* to withdraw their *tender* in whole or in part on condition that the *Tenderer* pays to the *Municipality* on demand, a sum of one thousand Rand (R1,000.00). The *Municipality* may, if it thinks fit, waive payment of such sum in whole or in part.

4. RETURNABLE SCHEDULES, FORMS, CERTIFICATES

Each *Tenderer* shall complete fully and accurately the following documents and submit these documents with the *tender*:

- (1) **Authority of Signatory:** In terms of Clause 4(5)(c) of the Conditions of Tender.
- (2) **Tax Compliance Status PIN / Tax Clearance Certificate:** 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.
- (3) **Declaration of Municipal Fees:** Only those *Bidders* whose municipal fees are fully paid, or those that have concluded acknowledgement of debt agreements with the *Municipality*, are eligible to *tender*.
All *Bidders* must sign the Declaration of Municipal Fees returnable form, declaring that their municipal fees are in order or that acknowledgement of debt agreements have been concluded, and include the relevant account numbers in the declaration. Failure to include account numbers or sign will invalidate the *tender*. The completion of the declaration is also applicable to *Bidders* outside of the eThekweni Municipal Area.
- (4) **Declaration with respect to the Occupational Health and Safety Act:** Acceptance of undertaking in terms of the Occupational Health and Safety Act (Act 85 of 1993) and the relevant Regulations.

(5) Municipal Bidding Documents (which includes):

- (a) **MBD 4: Declaration of Interest:** All *Bidders* are to sign the Declaration of Interest wherein they declare any relationship that may exist with an official of the Municipality involved in the evaluation process.
Regulation 44 of the Supply Chain Management Regulations states that a Municipality or Municipal Entity may not make any award to a person:
 - (i) Who is in the service of the state;
 - (ii) If that person is not a natural person, of which any Director, Manager, Principal, Shareholder or Stakeholder is a person in the service of the state; or
 - (iii) Who is an advisor or consultant contracted with the Municipality or municipal entity.
 Should a contract be awarded, and it is subsequently established that Regulation 44 has been breached, the Municipality shall have the right to terminate the contract with immediate effect.
- (b) **MBD 5: Declaration for Procurement Above R10 Million (if applicable):** For all procurement expected to exceed R10 million (all applicable taxes included), tenderers must complete this questionnaire.
- (c) **MBD 6.1: Preference Points Claim Form:** For the awarding of Preference Points, *Bidders* are required to complete the attached MBD 6.1 form and return it with their tender submission. Failure on the part of a tenderer to complete and submit this form will be interpreted to mean that preference points for **Specific Goals** are not claimed.
The Municipality reserves the right to require of a tenderer, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Municipality.
- (d) **MBD 8: Declaration of Bidders Past Supply Chain Management Practices Form:** This form 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.
- (e) **MBD 9: Certificate of Independent Bid Determination:** Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms if it involves collusive tendering or tender rigging. In order to give effect to this, the Certificate of Bid Determination must be completed and submitted with the tender.

(5) **Official Tender Form** (see Section 9)**(a) Legal Status of Tenderer**

It is essential for the purpose of entering into a legal contract that *Bidders* state on the Official Tender Form, under "Name and Address of Tenderer ", their full legal status:

- (i) the full registered name of the company making a *tender*; or
- (ii) if the *Tenderer* is a person conducting business under a recognised trading name then:
 - State the name of the person(s);
 - State recognised trading name; and
 - State whether an owner, co-owner, proprietor, etc.

(b) Signing of Official Tender Form

Failure of a *Tenderer* to complete, in its entirety, and sign the Official Tender Form will invalidate the *tender*.

(c) Authority of Signatory

Bidders are to complete and sign the Authority of Signatory returnable document, and attach the required additional documents.

(d) Differences or Discrepancies

Should there be any difference or discrepancy between the prices or price contained in the Official Tender Form and those contained in any covering letter from the *Tenderer*, the prices or price contained in the Official Tender Form shall prevail.

(6) **Any additional Schedules, Forms, or Certificates as stated in the SCT.**5. **INFORMATION TO BE SUPPLIED REGARDING SUB-CONTRACTORS**

Bidders are to state in their *tenders*, or covering letters, whether, if the contract were to be awarded to them, the whole of the work would be executed by them in their own workshop / factory. If the answer is in the negative, they are required to state which part(s) would be handed to sub-contractors and the name and address of such sub-contractors.

6. **SAMPLES**

Bidders may be required to state where samples of the full range of products can be inspected or be required to submit samples for inspection prior to the closing date of the *tender*.

7. **MANUFACTURERS**

The names of the manufacturers of the goods or equipment offered must be stated in the *tender*.

Bidders who are not manufacturers, accredited distributors, or agents must provide a valid agreement / Joint Venture Agreement, entered into with the manufacturer, accredited distributors, or agents, with their submission. This agreement must meet all the requirements as laid down in the *tender* document, and must cover the contract period.

8. **CLARIFICATION**

The Head: Supply Chain Management Unit, or an authorized representative, may request clarification or further information on any aspect of the *tender*. The *Tenderer must* supply the requested information within the time specified. Failure to comply will render the *tender* non-responsive.

9. **PRICING**

Bidders would be precluded from this *tender* if their pricing structure deviates from the Official Tender Form.

(1) **Nett Prices**

All prices shall be quoted in South African currency (Rand) after deduction of any brokerage or discount allowed to the Municipality.

(2) **Unit Prices**

Bidders shall quote only one price in respect of each item. Such price is to hold good for the full duration of the contract period, being subject to variation only in accordance with specified criteria, as stated in the ***Conditions of Contract***.

(3) **Firm Tenders**

Bidders may submit firm prices for each 12 month period. These prices shall be free from all fluctuations, including any statutory increases.

(4) **Value Added Tax (V.A.T)**

Prices exclusive and inclusive of VAT must be stated separately on the Official Tender Form.

10. **ESTIMATED QUANTITIES**

The estimated quantities are set out in Section 8 : Bill of Quantities / Schedule of Rates/Activities which forms part of the official tender documents. The quantities are stated purely for the information of the *Bidders* and are in order to ascertain an estimated total contract price. The *Supplier* will, however, be bound to supply whatever quantity or quantities the *Municipality* may actually require, and may exceed, or be less than, the estimated quantities stated.

11. **DELIVERY, RISK, PACKAGES, ETC**

- (1) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the *Municipality*.
- (2) *Bidders* shall quote a unit price which shall include delivery to the specified delivery point, as stated in the ***SCT***.
- (3) The risk in all goods purchased by the *Municipality* under the contract shall remain with the *Supplier* until such goods shall have been duly delivered.
- (4) *Bidders* shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the *tender*.

12. RATES OF EXCHANGE

- (1) Where the goods are imported the *Supplier* shall, within seven days of date of official Purchase Order, arrange through their bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The *Supplier* shall notify the *Municipality* as soon as possible thereafter regarding the rate which has been fixed on such forward exchange.

Any increase or decrease between the basic rate of exchange as at a date seven days prior to the date of closing of *tenders* and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the Municipality. Upon the failure of the *Supplier* to arrange forward exchange cover, the *Supplier* shall be liable should there be any increase in the basic rate of exchange occurring after the last mentioned date.

The bank charges incurred in obtaining the forward exchange cover shall be for the *Municipality's* account.

- (2) The *Supplier* shall on request:
- Submit documentary proof of the rate of exchange; and
 - When an adjustment is claimed in terms of this sub-clause, whether by the *Supplier* or the *Municipality*, submit documentary proof to the satisfaction of the Deputy City Manager: Treasury in respect of such claim.

13. IMPORT PERMITS

- (1) In order to minimise special importation, *Bidders* should, where possible, have recourse to local suppliers and / or manufacturers.
- (2) *Bidders* must state whether their *tender* is dependent upon the issue of a special import permit or whether they are able to supply the goods by making use of the import facilities available to them.
- (3) In the event of a tender being dependent upon the issue of a special import permit, application for such special import permit shall be made by the Tenderer, unless otherwise provided for in the *SCT*.

14. EVALUATION PROCESS

The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality's current SCM Policy and the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (November 2022).

Details of additional evaluation criteria, if applicable, are stated in the *SCT*.

Evaluation points for price and preference will only be calculated for *Bidders* who comply with the contractual and technical specification, and if applicable, have attained the minimum Functionality Score as stated in the *SCT*.

The evaluation process of responsive *tenders* will be as follows:

- Score each *tender* in respect of the financial offer made and preferences claimed (if any);
- Calculate the total number of evaluation points (T_{EV}) in accordance with the following formula:
 $T_{EV} = N_{FO} + N_P$ where: N_{FO} : is the number of evaluation points awarded for the financial offer; and N_P : is the number of evaluation points awarded for preferences claimed.
- Rank *tenders* from the highest number of evaluation points to the lowest.
- Recommend the *Tenderer* with the highest number of evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all *Bidders* should there be compelling and justifiable reasons not to recommend the *Tenderer* with the highest number of evaluation points, and recommend the *Tenderer* with the highest number of evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub-clause is repeated.

(1) Evaluation points awarded for the financial offer:

Reference is to be made to the Special Conditions of Tender (*SCT*), and returnable form 5(c) in Section 4.

INCOME-GENERATING CONTRACTS

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

GOODS and SERVICES

The financial offer will be scored using the formula:

$$N_{FO} = W \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where the value of W is:

- (a) **90** where the financial value inclusive of VAT of all responsive *tenders* received have a value in excess of R 50,000,000; OR
- 80** where the financial value inclusive of VAT of one or more responsive *tenders* offers have a value that equals or is less than R 50,000,000.
- It is unclear** (at the time of advertising) which of the two preference point systems applies. Either the 80/20 or 90/10 preference point system will apply, determined by the price offered by the lowest acceptable tender.

(b) **P_{max}** is the comparative offer of the most favourable comparative offer (highest acceptable tender).

(c) **P_{min}** is the comparative offer of the most favourable comparative offer (lowest acceptable tender).

(d) **P_t** is the comparative offer of the *tender* offer under consideration.

(2) Evaluation points awarded for preference:

The **Specific Goals** for Preference Points are specified in the *SCT*.

15. BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS

(1) Bribery

No *Tenderer* shall offer, promise or give to any person or person connected with a *tender* or the awarding of a contract, any gratuity, bonus or discount etc, in connection with the obtaining of a contract.

(2) Communication, Councillors and Officials

A *Tenderer* shall not in any way communicate with a member of the *Municipality* or with any official of the *Municipality* on a question affecting any contract for the supply of goods or for any work, undertaking or services which is the subject of a *tender* during the period between the closing date for receipt of *tenders* and the dispatch of the written notification of the *Municipality's* decision on the award of the contract; provided that a *Tenderer* shall not hereby be precluded:

- (a) At the request of the Head: SCM Unit, or an authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise from giving a demonstration so as to enable the recommendation to the Bid Committee on the award of the contract to be formulated;
- (b) From obtaining from the Head : SCM Unit, or an authorised representative, information as to the date upon which the award of the contract is likely to be made, or, after the decision upon the award has been made by the *Municipality* or any Committee to which the *Municipality* has delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of *tenders* or from submitting to the Accounting Officer in writing any communication relating to their *tender* or the award of the contract or a request for leave to withdraw their *tender*; and
- (c) Provided further that nothing contained herein shall be construed so as to prevent information being sought and obtained from an Official in regard to any decision taken at an open Municipal meeting, or any Committee to which the *Municipality* has delegated its powers.

A contravention of subsection (1) and / or (2), or an attempt to contravene such subsection, shall be reported to the Accounting Officer, who may on receipt of such report disqualify the *tender* of the *Tenderer* concerned.

16. NEGOTIATIONS WITH PREFERRED BIDDERS

The *Municipality* reserves the right to invoke Regulation 24 of Municipal Finance Management Act if required.

- (1) The Accounting Officer may negotiate the final terms of a contract with *Bidders* identified through a competitive tendering process as preferred *Bidders*, provided that such negotiation:
 - Does not allow any preferred *Tenderer* a second or unfair opportunity;
 - Is not to the detriment of any other *Tenderer* ; and
 - Does not lead to a higher price than the *tender* as submitted.
- (2) Minutes of such negotiations must be kept for record purposes.
- (3) Such negotiation may be delegated by the Accounting Officer.

17. CANCELLATION OF TENDER PROCESS

The municipality is entitled to cancel the tender at any time before the award of a tender and the decision to cancel the tender shall be published in the same manner in which the original tender invitation was advertised. The Municipality shall, in no way, be liable for any damages whatsoever, including, without limitation, damages for loss of profit, in any way connected with the cancellation of this bid.

18. ACCEPTANCE OF BID

- (1) The *Municipality* does not bind itself to accept the lowest or any *tender*, and reserves the right to accept the whole or any part of a *tender* to place orders.
- (2) The *Municipality* reserves the right to accept more than one technically and contractually compliant *tender* for part or the whole of the contract and to place orders on the price and availability.
- (3) *Bidders* shall not bind the *Municipality* to any minimum quantity per order.
- (4) The successful *Tenderer (s)* shall be bound to provide any quantities stipulated in the specification.
- (5) Tenders will only be accepted on condition that:
 - (a) The *tender* is signed by a person authorised to sign on behalf of the *Tenderer* .
 - (b) A valid (at time of close of tenders), original, Tax Clearance Certificate OR Tax Compliance Status PIN is included with the *tender* submission. Both should have sufficient validity to ensure the process is adequately covered;
 - (c) A *Tenderer* who submitted their *tender* as a Joint Venture has included an acceptable Joint Venture Agreement and a B-BBEE Certificate pertaining to the Joint Venture with their *tender*.
- (6) Financial Standing: The Head: Supply Chain Management reserves the right to require *Bidders* to submit evidence that their financial standing is adequate to meet their obligations under the contract should they be successful.
- (7) Change of Ownership or Major Policy: Where it is known to a *Tenderer* that a change in ownership or major policy (of the tendering entity) will occur, or is likely to occur, during a specified contract period, the scope and effect thereof must be fully defined in a covering letter to be submitted with the *tender*.
- (8) Purchase of Goods From Other Sources: Nothing contained in this contract shall be held to restrain the *Municipality* from purchasing from persons other than the *Supplier*, any of the goods described or referred to in this contract, if it shall in its discretion think fit to do so.
- (9) Capability and Breach of Contract: Tenderers that do not have the capability of undertaking this enquiry in terms of the requirements of the contract or have been in breach of contract previously will not be considered.

19. PAYMENT and FACTORING

Payment conditions will be as per the **Conditions of Contract**.

Payment will be made only to the *Supplier(s)*. Factoring arrangements will not be accepted.

20. 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*. The appeal (clearly setting out the reasons for the appeal) and queries with regard to decision of award are to be directed to the office of the City Manager, attention:

Ms. S. Pillay, P.O. Box 1394, Durban, 4000;
eMail: Simone.Pillay@durban.gov.za.

SECTION 3: SPECIAL / ADDITIONAL CONDITIONS OF TENDER

3.1 SPECIAL CONDITIONS OF TENDER (SCT)

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

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

SCT 3(1) TENDER INFORMATION: General

The tender document comprises of a **cover page** and **87 pages**.

SCT 3(2) TENDER INFORMATION: Obtaining Tender Documentation

Documents are issued by the eThekweni Municipality electronic format.

Electronically downloaded documentation is obtainable from:

- The National Treasury's eTenders website
 - (<https://www.etenders.gov.za/>), or
- The eThekweni Municipality's website
 - (<https://www.durban.gov.za/pages/business/procurement>).

The entire document should be printed on A4 paper (one sided) and suitably bound by the tenderer.

SCT 3(3) TENDER INFORMATION: Queries Relating to this Tender

General and Contractual Queries are to be directed to:

Nongcebo Hlongwa; Tel: 031 322 8498; eMail: nongcebo.hlongwa@durban.gov.za

Technical Queries are to be directed to:

N/A

SCT 3(4) TENDER INFORMATION: Briefing Session

A non-compulsory clarification meeting will be held online at 10h00 on 5th October 2026. Bidders are required to send confirmation of attendance via email to Nongcebo Hlongwa by no later than 16h00 on 2nd October 2026. A link to the meeting will be sent via email on the 5th October 2025 at 08h30. The Municipality's consolidated response to queries will be published on the e-Tenders Portal and/or the Municipal website by 23rd October 2026, for the information and benefit of all prospective tenderers.

SCT 3(5) TENDER INFORMATION: Closing Date and Delivery of Tender Submissions

1. Tenderers are hereby advised to submit the following, no later than:

- a) A signed **hard copy** of the Tender Document that is sealed, addressed to the City Manager and clearly marked with the Tender Number. This hard copy shall be deposited into the Tender Box located in the ground floor foyer of the **Municipal Buildings at 166 KE Masinga Road (Old Fort Rd)**, Durban; and

- b) An **electronic copy** of the Tender Document, identical to that of the signed **hard copy**, via the eThekwini Municipality JDE System (ESP Module).
2. Notwithstanding the submission of the **electronic copy** of the Tender Document via the JDE System (ESP Module):
 - a) The Tender Offer shall only be deemed valid if the **hard copy** submission has been made; and
 - b) The **hard copy** submission shall take precedence and be utilised for the evaluation of Tenders.
3. In the event of any ambiguity or inconsistency within the **hard copy** submissions, eThekwini Municipality reserves the right to verify the information by comparing the **hard copy** with the corresponding **electronic copy**. Subsequently, if the **electronic copy** is found not to be identical to the **hard copy**, the Tender Offer shall be deemed invalid.
4. Tenderers shall ensure all access rights and submission queries related to the JDE system are resolved prior to the closing date.:

BID VIEWING, TENDER DOCUMENT DOWNLOAD AND BID SUBMISSION PROCESS

5. The following link must be followed for login, to view advertised bids, and to submit a bid advertised by eThekwini Municipality.

<https://rfq.durban.gov.za/jde/E1Menu.maf>

All queries related to the JDE system shall be directed to:

ESP Queries: Lindo Dlamini
Tel: 031-3227133 / 031-3227153

Email: supplier.selfservice@durban.gov.za

ESP Technical Queries: Kgopotso Maja:
Tel: 031 322 3808

Email: kgopotso.maja@durban.gov.za

SCT 3(6) TENDER INFORMATION: Tender Validity and Withdrawal of Tenders

1. Tenders must remain valid for a period of 120 days following the date on which the Tenders are opened. This period is referred to as the **original validity period**.
2. In addition to the original validity period, Tenders must remain valid for acceptance for a further period of twelve (12) months, unless the Municipality is advised otherwise by the bidder in writing.
3. eThekwini Municipality reserves the right to request confirmation of Tender validity at any time during the twelve (12) month period.

SCT 4(6) RETURNABLE SCHEDULES, FORMS, CERTIFICATES

Tenderers shall refer to **Section 2 (Clause 4)** of the Standard Conditions of Tender for the requirements and explanation relating to Returnable Documents, and to **Section 4**: "List of Returnable Documents" for the complete listing of documents and certificates required to accompany the tender. All certificates required to be valid shall be valid as at the tender closing date.

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

1) SARS Tax Compliance Status – PIN Issued

Reference is to be made to the Returnable Document "Compulsory Enterprise Questionnaire",

which requires the SARS Tax Compliance Status – PIN Issued to be included with the returnable document.2) Central Supplier Database (CSD)

2) Reference is to be made to the Returnable Document “CSD Registration Report”.

The entity's CSD Registration Report, obtained from the National Treasury Central Supplier Database (CSD), shall be included in the tender submission (<https://secure.csd.gov.za>).

Separate CSD Registration Reports shall be submitted for each party to a **Joint Venture**.

The date on which the CSD Registration Report was obtained shall be indicated on the printout and shall be **on or after the date of advertisement of this tender**.

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

SCT 14 EVALUATION PROCESS

14.1 Price and Preference

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).

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.

Reference is to be made to **Returnable Form: 5(c) MBD 6.1: Preference Points Claim**.

14.2 Broad-Based Black Economic Empowerment (SCM Policy Section 52.5)

A maximum of either 20 or 10 tender evaluation Preference Points will be derived from points claimed for their B-BBEE Status Level of Contributor, as indicated on their B-BBEE Status Level Verification Certificates, on **Returnable Form: 5C: MBD 6.1**, in accordance with the table below.

80/20 Preference Points System		90/10 Preference Points System	
B-BBEE Level Contributor	Preference Points	B-BBEE Level Contributor	Preference Points
1	20	1	10
2	18	2	9
3	14	3	7
4	12	4	6
5	8	5	4
6	6	6	3
7	4	7	2
8	2	8	1
Non-Compliant	0	Non-Compliant	0

14.3 FUNCTIONALITY

The following Functionality criteria shall apply in the evaluation of tender offers. Tenderers shall

achieve a minimum qualifying score of 70 points out of 100 (70%) for Functionality to proceed to further evaluation in accordance with the applicable evaluation process.

Tenderers that fail to achieve the minimum qualifying score of 70% for Functionality shall be deemed non-responsive and shall not be evaluated further.

- Each Functionality criterion shall be assessed using five performance levels: No Response, Poor, Satisfactory, Good and Very Good.
- Scores equivalent to 0%, 40%, 70%, 90% and 100% of the maximum points available for each criterion shall be allocated to the respective performance levels.
- Evaluation shall be based on the specific measurable requirements and supporting evidence prescribed for each criterion and scoring level.
- Only information and supporting evidence submitted in accordance with the applicable submission requirements shall be considered for Functionality evaluation.

FUNCTIONALITY CRITERIA	QUALIFYING CRITERIA	POINTS	EVALUATION SCHEDULE(S)
1. TECHNICAL MERIT	1.1. Demonstrate an understanding and knowledge on the following topics: Understanding of Climate Change, Climate Action Planning, Governance and Legislative Frameworks within Metropolitan Municipal Contexts.	10	Technical Proposal
	1.2. Demonstrate Understanding of Monitoring, Reporting, Adaptive Management and Implementation-Support Systems.	10	Technical Proposal
Subtotal	20		
2. RELEVANT KNOWLEDGE AND QUALIFICATIONS	2.1. Qualifications of the Project Lead, including the level and relevance of qualification(s) to the Scope of Work.	9	CV / Qualifications
	2.2. Qualifications and Multidisciplinary Technical Coverage of Key Specialists, including relevance of qualifications to their proposed specialist roles and the Scope of Work, and collective coverage of climate change adaptation and mitigation.	9	CVs / Qualifications
	2.3. Number of verifiable peer-reviewed Publications, Technical Reports and Climate Change Knowledge Products produced by the proposed Project Lead and Key Specialists and relevant to the Scope of Work.	7	Publications List / Technical Outputs
Subtotal	25		
3. RELEVANT EXPERIENCE	3.1. Tenderer's Proven Organisational Experience in Successfully Delivering Similar Assignments Relevant to the Scope of Work.	10	Company Experience / Project References
	3.2. Number of Years of Relevant Experience of the Proposed Project Lead in Delivering Similar Assignments and Outputs Relevant to the Scope of Work.	10	CV / Project Lead Experience Schedule
	3.3. Number of Years of Relevant Experience of Key Specialists in their Proposed Specialist Roles and in Areas Relevant to the Scope of Work.	10	CVs / Key Specialists / Project Team Experience

			Schedule
Subtotal		30	
4. METHODOLOGY AND RESPONSE TO SCOPE OF WORK	4.1. Climate Assessments, Strategy Development, Climate Action Planning and Implementation Methodology	5	Methodology Submission
	4.2. Stakeholder Engagement Methodology	3	Methodology Submission
	4.3. Governance, Monitoring, Reporting, Institutional Integration and Implementation Systems	4	Methodology Submission
	4.4. Climate Investment, Financing and Resource Mobilisation Framework Methodology	4	Methodology Submission
	4.5. Capacity Building, Knowledge Transfer and Institutional Learning Approach	2	Methodology Submission
	4.6. Risk Management Approach	2	Methodology Submission
Subtotal		20	
5. PROJECT PLAN AND DELIVERY PROGRAMME	5.1. Demonstrate a realistic and achievable Project Plan aligned with the Scope of Work, five-phase implementation approach and proposed methodology, including activities, milestones, deliverables, dependencies, sequencing, responsibilities, staffing and resource allocation, level of effort, stakeholder and governance activities, quality management and timelines.	5	Project Plan / Gantt Chart / Staffing and Resource Allocation Schedule
Subtotal		5	
TOTAL MAXIMUM SCORE (Ms)		100	

FUNCTIONALITY CRITERIA 1: TECHNICAL MERIT (20 POINTS)

Tenderers shall demonstrate a sound understanding of the technical, legislative, institutional, governance, financial and implementation requirements relevant to climate action within a metropolitan municipal context, including climate change mitigation and adaptation, climate action planning, governance, monitoring, reporting, adaptive management and implementation-support systems.

The assessment shall consider the Tenderer's understanding of relevant international and national climate frameworks, municipal planning and budgeting systems, and the institutional and financing arrangements required to support coordinated and effective climate implementation.

Qualifying Criteria:	1.1 Understanding of Climate Change, Climate Action Planning, Governance and Legislative Frameworks within Metropolitan Municipal Contexts (10 Points)			
Sub-Criteria:	Tenderers shall submit a written response demonstrating a comprehensive, integrated and multidisciplinary understanding of climate change mitigation, adaptation, climate strategy development, climate action planning, implementation and governance within a South African metropolitan municipal context. The submission shall demonstrate sufficient breadth and depth of technical understanding across the relevant disciplines and their interrelationships, rather than addressing the assessment areas as separate or isolated matters. The submission shall address the following six assessment areas: 1. Climate mitigation and greenhouse gas emissions reduction. 2. Climate adaptation, risk and vulnerability. 3. Climate governance, institutional coordination and accountability. 4. Integration of climate action into municipal planning, budgeting, infrastructure investment and service delivery. 5. Monitoring, reporting and adaptive management. 6. Climate finance, investment and implementation support. The submission shall further demonstrate understanding of the Climate Change Act No. 22 of 2024, relevant South African climate policy and legislation, and relevant international climate frameworks and commitments, and explain their implications for metropolitan municipal climate planning and implementation. Submission: Maximum 4 A4 pages, Calibri 11, with minimum 2 cm margins on all sides. Content exceeding the prescribed page limit will not be considered for functionality evaluation.			
0% (No Response)	40% (Poor)	70% (Satisfactory)	90% (Good)	100% (Very Good)
No relevant information or proof included by the Tenderer.	Submission addresses 3 or fewer of the 6 assessment areas and identifies at least 2 relevant metropolitan climate implementation challenges, with limited breadth or integration across the technical areas.	Submission addresses at least 4 of the 6 assessment areas and identifies at least 4 relevant metropolitan climate implementation challenges. The submission demonstrates understanding of the Climate Change Act No. 22 of 2024 and its implications for municipal climate planning and implementation, with appropriate understanding across the technical areas addressed.	As for Satisfactory, but addresses all 6 assessment areas and identifies at least 5 relevant metropolitan climate implementation challenges. The submission demonstrates understanding of the Climate Change Act No. 22 of 2024 including a comprehensive and multidisciplinary understanding of the interrelationships between the assessment areas and proposes corresponding practical responses.	As for Good, but demonstrates a comprehensive, integrated and multidisciplinary application of all 6 assessment areas to eThekweni Municipality or a demonstrably comparable metropolitan context. The submission demonstrates understanding of the Climate Change Act No. 22 of 2024. Furthermore, the submission identifies at least 6 context-specific implementation challenges and provides corresponding practical and integrated responses demonstrating how the challenges could be addressed within the municipal context.

Qualifying Criteria:	1.2. Understanding of Monitoring, Reporting, Adaptive Management and Implementation-Support Systems (10 Points)			
Sub-Criteria:	Tenderers shall submit a written response demonstrating a comprehensive, integrated and multidisciplinary understanding of climate monitoring, reporting, adaptive management and implementation-support systems within a South African metropolitan municipal context. The submission shall demonstrate sufficient breadth and depth of technical understanding across the relevant disciplines and their interrelationships, including how monitoring and reporting systems support governance, accountability, institutional learning, decision-making and sustained climate implementation. The submission shall address the following six assessment areas: 1. Climate indicators and performance measurement, including appropriate output, outcome and impact indicators. 2. Climate data management and reporting, including data collection, consolidation, quality assurance, information flows and reporting arrangements. 3. Governance, institutional coordination and accountability for climate monitoring, reporting and implementation. 4. Integration with municipal planning, budgeting and performance management systems. 5. Adaptive management, institutional learning and continuous improvement, including the use of monitoring and reporting information to inform implementation and decision-making. 6. Applicable statutory, national and international climate monitoring and reporting requirements and frameworks, including relevant requirements arising from the Climate Change Act No. 22 of 2024. Submission: Maximum 3 A4 pages, Calibri 11, with minimum 2 cm margins on all sides. Content exceeding the prescribed page limit will not be considered for functionality evaluation.			
0% (No Response)	40% (Poor)	70% (Satisfactory)	90% (Good)	100% (Very Good)
No relevant information or proof included by the Tenderer.	Submission addresses at least 3 of the 6 assessment areas and identifies at least 3 relevant metropolitan climate implementation challenges, demonstrating basic understanding, with limited breadth and integration across the technical areas.	Submission addresses at least 4 of the 6 assessment areas and identifies at least 4 relevant metropolitan climate implementation challenges. The submission demonstrates appropriate understanding of the Climate Change Act No. 22 of 2024 and its implications for municipal climate planning and implementation, together with appropriate understanding across the technical areas addressed.	As for Satisfactory, but addresses at least 5 of the 6 assessment areas and identifies at least 5 relevant metropolitan climate implementation challenges. The submission demonstrates a comprehensive and multidisciplinary understanding of the Climate Change Act No. 22 of 2024 and its implications for municipal climate planning and implementation, including the interrelationships between the assessment areas, and proposes corresponding practical responses.	As for Good, but addresses all 6 assessment areas and identifies at least 6 context-specific metropolitan climate implementation challenges. The submission demonstrates a comprehensive, integrated and multidisciplinary application of the Climate Change Act No. 22 of 2024 and all 6 assessment areas to eThekweni Municipality or a demonstrably comparable metropolitan context and provides corresponding practical, integrated and context-responsive measures for addressing the identified challenges.

FUNCTIONALITY CRITERIA 2: RELEVANT KNOWLEDGE AND QUALIFICATIONS (25 POINTS)

Tenderers shall demonstrate that the proposed Project Lead and Key Specialists possess the relevant qualifications, technical knowledge and multidisciplinary technical coverage required to support successful delivery of the Scope of Work.

Tenderers shall further demonstrate the knowledge and practical technical contribution of the proposed Project Lead and Key Specialists through verifiable peer-reviewed publications, technical outputs and climate change knowledge products relevant to the Scope of Work.

Evidence shall include, as applicable to each qualifying criterion, relevant qualifications, professional registrations or accreditations, publications, technical outputs, climate change knowledge products and other specified supporting documentation.

The evaluation will assess the following areas:

- Qualifications and relevance of the proposed Project Lead;
- Qualifications and multidisciplinary technical coverage of the proposed Key Specialists;
- Verifiable peer-reviewed publications, technical outputs and climate change knowledge products produced by the proposed Project Lead and Key Specialists and relevant to the Scope of Work.

Qualifying Criteria:	2.1. Qualifications of the Project Lead, including the level and relevance of qualification(s) to the Scope of Work (9 Points)			
Sub-Criteria:	The Tenderer shall demonstrate that the proposed Project Lead possesses recognised relevant tertiary qualification(s) at the applicable NQF level or equivalent, in a field of study relevant to the Scope of Work. For purposes of this criterion: • Recognised relevant tertiary qualification is a formal tertiary qualification recognised within the South African National Qualifications Framework (NQF), or an equivalent foreign qualification, in a field relevant to the Scope of Work. Where a foreign qualification is submitted, the Tenderer shall provide appropriate evidence of its South African equivalence, where required. • Relevant fields of study for the Project Lead include climate change, environmental science, environmental management, sustainable development, urban or regional planning, engineering, environmental law and governance, development studies, project or programme management, or another discipline demonstrably relevant to leading and coordinating the Scope of Work.			
0% (No Response)	40% (Poor)	70% (Satisfactory)	90% (Good)	100% (Very Good)
No relevant qualification or supporting evidence provided for the proposed Project Lead.	The proposed Project Lead possesses a recognised relevant tertiary qualification at NQF Level 7 or equivalent in a field of study relevant to the Scope of Work.	As for Poor, but the proposed Project Lead possesses a relevant Honours degree or postgraduate qualification at NQF Level 8 or equivalent in a field of study relevant to the Scope of Work. Where professional registration or accreditation is applicable to the proposed role and discipline, evidence of current registration or accreditation with an appropriate recognised professional body is provided.	As for Satisfactory, but the proposed Project Lead possesses a relevant Master's degree at NQF Level 9 or equivalent in a field of study directly relevant to the Scope of Work.	As for Good, but the proposed Project Lead possesses a relevant Doctoral qualification at NQF Level 10 or equivalent in a field of study directly relevant to the Scope of Work.
Submission Requirement:	Tenderers shall submit the CV and copies of the relevant qualification(s) of the proposed Project Lead, together with proof of current professional registration or accreditation, where applicable to the proposed role and discipline. Where an equivalent qualification is relied upon, sufficient supporting information shall be provided to enable verification of its level and relevance.			
Qualifying Criteria:	2.2. Qualifications and Multidisciplinary Technical Coverage of Key Specialists, including relevance of qualifications to their proposed specialist roles and the Scope of Work (9 Points)			
Sub-Criteria:	The Tenderer shall demonstrate that the proposed Key Specialists possess recognised relevant tertiary qualifications appropriate to their proposed specialist roles and the Scope of Work, and collectively provide the multidisciplinary technical coverage required for delivery of the assignment.			

	Assessment will consider both the level and relevance of qualifications held by the proposed Key Specialists and the extent of collective multidisciplinary technical coverage across the eight principal technical areas required by the Scope of Work. Higher assessment levels shall recognise progressively higher qualification levels across the proposed team together with broader multidisciplinary technical coverage. Where application of a percentage results in a fraction of a person, the requirement shall be rounded up to the next whole number. For purposes of this criterion: • Recognised relevant tertiary qualification means a formal tertiary qualification recognised within the South African National Qualifications Framework (NQF), or an equivalent foreign qualification, in a field relevant to the proposed specialist role and Scope of Work. Where a foreign qualification is submitted, appropriate evidence of South African equivalence shall be provided, where required. • Relevant fields of study for Key Specialists include climate change or climate science; environmental science or environmental management; sustainable development or development studies; urban or regional planning; engineering; disaster risk management; economics, finance or sustainable finance; environmental law, governance or public administration; monitoring and evaluation, data or systems-related disciplines; social sciences; or another discipline demonstrably relevant to the proposed specialist role and the Scope of Work. • Multidisciplinary technical coverage means the collective coverage by the proposed Key Specialists of the following principal technical areas required to deliver the Scope of Work: 1. Climate change strategy and climate action planning. 2. Climate change mitigation, greenhouse gas emissions assessment and decarbonisation. 3. Climate risk, vulnerability, adaptation and resilience. 4. Climate governance, institutional coordination and integration. 5. Monitoring, reporting, data management and adaptive management. 6. Climate investment, financing and resource mobilisation. 7. Stakeholder engagement, capacity building and institutional strengthening. 8. Climate implementation and implementation-support systems.			
0% (No Response)	40% (Poor)	70% (Satisfactory)	90% (Good)	100% (Very Good)
No relevant qualifications or verifiable supporting evidence are provided for the proposed Key Specialists.	All proposed Key Specialists possess recognised relevant tertiary qualifications at NQF Level 7 or equivalent, relevant to their proposed specialist roles and the Scope of Work, and the team collectively demonstrates multidisciplinary technical coverage across at least 3 of the 8 principal technical areas identified above.	All proposed Key Specialists possess recognised relevant qualifications at NQF Level 8 or equivalent, relevant to their proposed specialist roles and the Scope of Work, and the team collectively demonstrates multidisciplinary technical coverage across at least 5 of the 8 principal technical areas identified above.	As for Satisfactory, but at least 70% of the proposed Key Specialists possess relevant Master's degrees at NQF Level 9 or equivalent, and the team collectively demonstrates multidisciplinary technical coverage across at least 7 of the 8 principal technical areas identified above.	As for Good, but all proposed Key Specialists possess relevant Master's degrees at NQF Level 9 or equivalent, of whom at least 30% possess relevant Doctoral qualifications at NQF Level 10 or equivalent. The team collectively demonstrates comprehensive multidisciplinary technical coverage across all 8 principal technical areas identified above.
Submission Requirement:	Tenderers shall submit CVs and copies of relevant qualifications for all proposed Key Specialists, together with proof of current professional registration or accreditation, where applicable to the proposed specialist role and discipline. The submitted information shall clearly identify each Key Specialist's proposed role and demonstrate the relevance of their qualification(s) to that role and the Scope of Work, as well as the collective multidisciplinary technical coverage of the proposed Key Specialists. Where an equivalent qualification is relied upon, sufficient supporting information shall be provided to enable verification of its level and relevance.			

Qualifying Criteria:	2.3. Number of Verifiable Peer-Reviewed Publications, Technical Outputs and Climate Change Knowledge Products produced by the proposed Project Lead and Key Specialists and relevant to the Scope of Work (7 Points)				
Sub-Criteria:	The Tenderer shall demonstrate the number, relevance and breadth of verifiable knowledge outputs produced by the proposed Project Lead and Key Specialists and relevant to the Scope of Work. The publications and technical outputs shall collectively demonstrate knowledge and practical application across the principal technical areas of the Scope of Work, including: 1. Climate change strategy and climate action planning. 2. Climate change mitigation, greenhouse gas emissions assessment and decarbonisation. 3. Climate risk, vulnerability, adaptation and resilience. 4. Climate governance, institutional coordination and integration. 5. Monitoring, reporting, data management and adaptive management. 6. Climate investment, financing and resource mobilisation. 7. Stakeholder engagement, capacity building and institutional strengthenin. 8. Climate implementation and implementation-support systems. The outputs shall demonstrate appropriate contributions from the proposed Project Lead and Key Specialists collectively, with outputs relevant to their respective proposed roles. Each knowledge output shall be counted once for scoring purposes, irrespective of the number of proposed team members credited as authors or contributors For purposes of this criterion: • Peer-reviewed publications including journal articles, conference papers, book chapters and other formally peer-reviewed academic or professional publications. • Technical outputs and climate change knowledge products, including technical reports, climate strategies, Climate Action Plans, climate assessments, implementation frameworks, governance frameworks, monitoring and reporting frameworks, climate investment or finance frameworks, guidance documents and other formally issued climate-related outputs.				
	0% (No Response)	40% (Poor)	70% (Satisfactory)	90% (Good)	100% (Very Good)
No relevant knowledge outputs or verifiable supporting evidence are provided for the proposed Project Lead and Key Specialists.	The proposed Project Lead and Key Specialists collectively demonstrate at least 10 verifiable knowledge outputs, comprising a combination of peer-reviewed publications and technical outputs, covering at least 2 technical areas relevant to the Scope of Work.	As for Poor, but collectively demonstrate at least 20 verifiable knowledge outputs, covering at least 4 technical areas relevant to the Scope of Work.	As for Satisfactory, but collectively demonstrate at least 30 verifiable knowledge outputs, covering at least 6 technical areas, with contributions from the proposed Project Lead and Key Specialists relevant to their respective proposed roles.	As for Good, but collectively demonstrate at least 40 verifiable knowledge outputs, covering at least 8 technical areas, demonstrating substantial collective knowledge and practical application across the Scope of Work and alignment with the respective proposed specialist roles.	
Submission Requirement:	Tenderers shall submit a Schedule of Publications and Technical Outputs attributable to the proposed Project Lead and Key Specialists, indicating the title, date, author(s), type of output, relevant technical areas, proposed team member and role, and relevance to the Scope of Work. Supporting evidence sufficient to enable verification shall be provided, including copies, extracts, hyperlinks, bibliographic references or other verifiable supporting information, as applicable. Only outputs for which sufficient information is provided to enable verification shall be considered for functionality scoring.				

FUNCTIONALITY CRITERIA 3: RELEVANT EXPERIENCE (30 POINTS)

Tenderers shall demonstrate the relevant organisational and professional experience required to successfully deliver the Scope of Work.

The evaluation will consider the Tenderer's proven organisational experience in successfully completing assignments of a similar nature and complexity, together with the relevant professional experience of the proposed Project Lead and Key Specialists in delivering assignments, services and outputs relevant to the Scope of Work.

Experience relied upon for functionality scoring shall be relevant, verifiable and attributable to the Tenderer or proposed personnel, as applicable to the respective qualifying criterion. General experience not demonstrably relevant to the Scope of Work or proposed specialist role shall not be considered.

Evidence shall include, as applicable to each qualifying criterion, schedules of similar assignments, client-issued supporting evidence, CVs, contactable references and other specified supporting documentation.

The evaluation will assess the following areas:

- Tenderer's Proven Experience in Similar Assignments
- Relevant Experience of the Proposed Project Lead
- Relevant Experience of the Proposed Key Specialists

Qualifying Criteria:	3.1. Tenderer's Proven Organisational Experience in Successfully Delivering Similar Assignments Relevant to the Scope of Work (10 Points)
Sub-Criteria:	The Tenderer shall demonstrate its proven organisational experience, capability and track record in successfully delivering assignments of a similar nature and relevant to the Scope of Work. The assessment will consider the Tenderer's demonstrated experience in delivering multidisciplinary climate change assignments involving the development, integration and/or implementation of climate strategies, plans, systems, frameworks and programmes, particularly within municipal, public-sector or other comparable institutional contexts. The Tenderer's organisational experience shall demonstrate, as applicable, its ability to deliver assignments involving one or more of the following categories of outputs: 1. Climate change strategies and strategic planning. 2. Climate change adaptation assessments, plans or programmes. 3. Climate change mitigation assessments, plans or programmes. 4. Climate Action Plans or integrated climate planning instruments. 5. Climate governance, institutional integration or implementation frameworks. 6. Monitoring, reporting, evaluation or adaptive management systems. 7. Climate finance, investment planning or financing frameworks. 8. Stakeholder engagement, capacity building or institutional strengthening. 9. Climate implementation programmes or implementation-support systems. For purposes of this criterion: • Organisational Experience means experience demonstrably attributable to the Tenderer as the contracted service provider, consortium/joint venture member, or formally appointed subcontractor responsible for delivering relevant services or outputs. Experience attributable solely to individual personnel through previous employment or engagements with other organisations shall not constitute organisational experience of the Tenderer.

	Successful Completion means an assignment, or a defined contracted component thereof, for which the required services or deliverables were completed and accepted by the client.			
0% (No Response)	40% (Poor)	70% (Satisfactory)	90% (Good)	100% (Very Good)
No relevant information or verifiable supporting evidence provided by the Tenderer.	The Tenderer demonstrates successful completion of at least 5 relevant assignments, collectively covering at least 3 of the 9 identified output categories relevant to the Scope of Work.	The Tenderer demonstrates successful completion of at least 7 relevant assignments, collectively covering at least 5 of the 9 identified output categories, including at least 1 assignment undertaken for a South African public-sector institution or comparable institution with climate governance or implementation responsibilities.	As for Satisfactory, but demonstrates successful completion of at least 9 relevant assignments, collectively covering at least 7 of the 9 identified output categories, including at least 2 assignments undertaken for South African public-sector institutions or comparable institutions with climate governance or implementation responsibilities. The assignments demonstrate experience in delivering multidisciplinary climate-related services of similar nature and complexity to the Scope of Work.	As for Good, but demonstrates successful completion of at least 12 relevant assignments, collectively covering all the 9 identified output categories, including at least 3 assignments undertaken for South African public-sector institutions or comparable institutions with climate governance or implementation responsibilities. The assignments demonstrate substantial organisational experience in delivering integrated, multidisciplinary climate-related services of similar nature and complexity to the Scope of Work, including strategy/planning and implementation or institutional-support components.
Submission Requirement:	Tenderers shall provide verifiable evidence of the organisational experience relied upon for evaluation under this criterion. A Schedule of Similar Assignments completed by the Tenderer shall be submitted, indicating the client, assignment title and scope, contract period, Tenderer's role, key services and outputs delivered, relevant output category/categories, and relevance to the Scope of Work. Each assignment relied upon for scoring shall be supported by client-issued evidence confirming the Tenderer's involvement and successful completion of the relevant services or deliverables, together with contactable client reference details. Such evidence may include completion certificates, signed client reference letters, performance confirmations, or other equivalent client-issued documentation sufficient to verify the assignment. Only assignments demonstrably attributable to the Tenderer, successfully completed, and supported by sufficient verifiable evidence shall be considered for functionality scoring.			
Qualifying Criteria:	3.2. Number of Years of Relevant Experience of the Proposed Project Lead in Delivering Similar Assignments and Outputs Relevant to the Scope of Work (10 Points)			
Sub-Criteria:	The Tenderer shall demonstrate the number of years of relevant professional experience of the proposed Project Lead in delivering, leading, managing or providing senior technical input to assignments relevant to the Scope of Work. Relevant experience shall include experience in one or more of the following areas: climate change strategy and planning; climate change adaptation; mitigation and decarbonisation; climate action planning; climate governance and institutional integration; implementation support; monitoring, reporting and adaptive management; climate finance and investment planning; stakeholder engagement; capacity building; and related climate change programmes. For purposes of this criterion: Relevant Experience means professional experience directly related to the services and technical areas required by the Scope of Work. General professional experience not demonstrably relevant to the Scope of Work shall not be counted.			
0% (No Response)	40% (Poor)	70% (Satisfactory)	90% (Good)	100% (Very Good)

No relevant experience or supporting evidence provided for the proposed Project Lead.	The proposed Project Lead demonstrates at least 5 years but less than 10 years of relevant experience in delivering assignments relevant to the Scope of Work.	The proposed Project Lead demonstrates at least 10 years but less than 15 years of relevant experience, including experience in leading, managing or providing senior technical input to assignments relevant to the Scope of Work.	The proposed Project Lead demonstrates at least 15 years but less than 20 years of relevant experience, including substantial experience in leading or managing multidisciplinary climate-related assignments relevant to the Scope of Work.	The proposed Project Lead demonstrates at least 20 years of relevant experience, including extensive experience in leading or managing multidisciplinary climate-related assignments covering multiple technical areas relevant to the Scope of Work.
Submission Requirement:	Tenderers shall submit the CV of the proposed Project Lead, clearly demonstrating the number of years and nature of relevant experience relied upon for functionality scoring. The CV shall provide sufficient details of the Project Lead's relevant experience, including the client, assignment, role performed, period of involvement, and relevant services or outputs delivered, to demonstrate the relevance of the experience to the Scope of Work. The CV shall include three contactable references relevant to the experience relied upon for scoring. The Employer reserves the right to contact the stated references to verify the information submitted.			
Qualifying Criteria:	3.3. Number of Years of Relevant Experience of Key Specialists in their Proposed Specialist Roles and in Areas Relevant to the Scope of Work (10 Points)			
Sub-Criteria:	The Tenderer shall demonstrate the number of years and relevance of professional experience of the proposed Key Specialists in their respective proposed specialist roles and technical areas relevant to the Scope of Work. For purposes of this criterion: Relevant Experience means professional experience directly related to the proposed specialist role and the technical requirements of the Scope of Work, including: • Climate change strategy and climate action planning; • Climate change mitigation, greenhouse gas emissions assessment and decarbonisation; • Climate risk, vulnerability, adaptation and resilience; • climate governance, institutional coordination and integration; • Monitoring, reporting, data management and adaptive management; • Climate investment, financing and resource mobilisation; • Stakeholder engagement, capacity building and institutional strengthening; and • Climate implementation and implementation-support systems. General professional experience that is not demonstrably relevant to the proposed specialist role and the Scope of Work shall not be counted.			
0% (No Response)	40% (Poor)	70% (Satisfactory)	90% (Good)	100% (Very Good)
No relevant experience or verifiable supporting evidence is provided for the proposed Key Specialists.	At least 50% of the proposed Key Specialists demonstrate at least 5 years of relevant experience in their respective proposed specialist roles and areas relevant to the Scope of Work.	At least 70% of the proposed Key Specialists demonstrate at least 8 years of relevant experience in their respective proposed specialist roles and areas relevant to the Scope of Work.	At least 80% of the proposed Key Specialists demonstrate at least 10 years of relevant experience in their respective proposed specialist roles, including experience delivering specialist inputs to multidisciplinary climate-related	At least 90% of the proposed Key Specialists demonstrate at least 15 years of relevant experience in their respective proposed specialist roles, including substantial experience delivering specialist inputs to multidisciplinary

			assignments relevant to the Scope of Work.	climate-related assignments relevant to the Scope of Work.
Submission Requirement:	Tenderers shall submit CVs for all proposed Key Specialists, clearly demonstrating the number of years and nature of relevant experience relied upon for functionality scoring. Each CV shall identify the Key Specialist's proposed role, relevant assignments, client or organisation, role performed, period of involvement, and relevant services or outputs delivered, demonstrating the relevance of the experience to the proposed specialist role and the Scope of Work. Each proposed Key Specialist shall provide three contactable references relevant to the experience relied upon for scoring. The Employer reserves the right to contact the stated references to verify the information submitted.			

FUNCTIONALITY CRITERIA 4: METHODOLOGY AND RESPONSE TO SCOPE OF WORK (20 POINTS)

Tenderers shall submit a methodology demonstrating how the Scope of Work will be delivered across the five project phases, including climate assessments, development of the Durban Climate Change Strategy (DCCS 2027) and Climate Action Plan (CAP), stakeholder engagement, governance and institutional coordination arrangements, implementation-support systems, monitoring, reporting and adaptive management, climate investment and finance, capacity building, knowledge transfer and transition arrangements.

The methodology shall demonstrate how activities and outputs will be integrated and sequenced across the project phases, how assessment findings will inform strategy development, prioritisation and implementation planning, and how the proposed approaches will support coordinated climate action delivery within municipal systems.

Tenderers shall submit a Methodology and Response to Scope of Work of ***no more than 25 A4 pages, Calibri 11, with minimum 2 cm margins on all sides***, clearly addressing the methodology components and assessment areas specified under the individual qualifying criteria. Content exceeding the prescribed page limit will not be considered for functionality evaluation.

Annexures may be submitted as supporting evidence only and shall not be used to provide substantive responses to the methodology assessment criteria.

Qualifying Criteria:	4.1. Climate Assessments, Strategy Development, Climate Action Planning and Implementation Methodology (5 Points)			
Sub-Criteria:	The methodology shall demonstrate how the Tenderer will undertake, integrate and translate assessment findings into climate strategy development, climate action planning and implementation support. The methodology shall address the following eight assessment areas: 1. Baseline climate governance, institutional and policy alignment assessments; 2. Climate strategy, programme and implementation reviews. 3. Greenhouse gas emissions assessment, mitigation opportunities and mitigation pathways. 4. Climate risk, vulnerability, resilience and climate needs assessments. 5. Institutional capacity assessment and governance requirements. 6. Identification and prioritisation of mitigation pathways, adaptation priorities and implementation actions. 7. Development of the integrated Durban Climate Change Strategy and Climate Action Plan (DCCS 2027/CAP), incorporating mitigation, adaptation, governance, implementation pathways, monitoring and reporting arrangements. 8. Translation of assessment and strategy outputs into prioritised implementation programmes, actions, implementation arrangements and roadmaps. The methodology shall demonstrate how these components will be integrated and sequenced, and how assessment findings will be translated into implementable climate priorities, programmes, systems and actions.			
0% (No Response)	40% (Poor)	70% (Satisfactory)	90% (Good)	100% (Very Good)

No relevant information or proof included by the Tenderer.	The methodology addresses 3 or fewer of the 8 assessment areas, with limited detail on the proposed methods, analytical processes, expected outputs, integration or sequencing of activities.	The methodology substantively addresses at least 5 of the 8 assessment areas and identifies the methods, analytical processes and expected outputs for those areas. The methodology demonstrates an appropriate approach to undertaking the relevant technical activities and indicates how the resulting outputs will contribute to delivery of the assignment.	As for Satisfactory, but substantively addresses at least 7 of the 8 assessment areas and demonstrates how the methods, analytical processes and expected outputs will be integrated and sequenced across climate assessments, mitigation and adaptation analysis, strategy development, climate action planning and implementation planning. The methodology explains how assessment findings will inform prioritisation and implementation within a metropolitan municipal context and includes a defined quality assurance and review process.	As for Good, but substantively addresses all 8 assessment areas and demonstrates an integrated methodology linking assessment, prioritisation, strategy and CAP development, implementation-support systems, climate finance, monitoring and reporting, and adaptive management. The methodology includes a quality assurance framework incorporating technical validation, peer or independent review, and stakeholder review, and clearly identifies how findings will be translated into implementable programmes, systems and actions.
Qualifying Criteria:	4.2. Stakeholder Engagement Methodology (3 Points)			
Sub-Criteria:	The methodology shall demonstrate how the Tenderer will identify, map and engage stakeholders throughout the assignment, including municipal departments, political leadership, government institutions, business, academia, civil society organisations, vulnerable and informal communities, ward-level structures and other stakeholders relevant to the Scope of Work. The methodology shall address the following six assessment areas: 1. Stakeholder identification, mapping and prioritisation. 2. Representation of the stakeholder groups identified in the Scope of Work. 3. Engagement methods appropriate to different stakeholder groups and stages of the assignment. 4. Stakeholder feedback, validation and documentation of inputs. 5. Integration of stakeholder inputs into the DCCS 2027, CAP, governance arrangements and implementation-support systems. 6. Ongoing stakeholder communication, collaboration and engagement to support implementation. The methodology <i>shall demonstrate how stakeholder engagement will be undertaken in English and isiZulu, where appropriate to the stakeholder context.</i>			
0% (No Response)	40% (Poor)	70% (Satisfactory)	90% (Good)	100% (Very Good)
No relevant information or proof included by the Tenderer.	The methodology addresses at least 3 of the 6 assessment areas, with limited detail on the proposed stakeholder-engagement approach, methods or processes, and provides for engagement in English and isiZulu, where appropriate.	The methodology substantively addresses at least 4 of the 6 assessment areas, demonstrates an appropriate approach to identifying and engaging the stakeholder categories specified in the Scope of Work, and provides for inclusive and accessible stakeholder participation, including engagement in English and isiZulu, where appropriate, and reasonable accommodation through	As for Satisfactory, but substantively addresses at least 5 of the 6 assessment areas. The methodology includes stakeholder mapping and prioritisation based on influence, interest and relevance; identifies appropriate engagement and communication methods for different stakeholder categories; provides for inclusive and accessible participation, including English and isiZulu, where	As for Good, but substantively addresses all 6 assessment areas and demonstrates how they will be applied across the five project phases, including engagement with vulnerable and underrepresented communities and ward-level structures. The methodology demonstrates a comprehensive and inclusive engagement approach, including engagement in English and isiZulu, where appropriate, and reasonable accommodation through SASL, Braille and other appropriate accessible communication formats,

		South African Sign Language (SASL), Braille and other appropriate accessible communication formats, where required.	appropriate, and reasonable accommodation through SASL, Braille and other appropriate accessible communication formats, where required; and includes defined processes for feedback, validation and incorporation of stakeholder inputs into the DCCS 2027, CAP and associated implementation-support systems.	where required. It includes defined arrangements for ongoing communication, feedback, collaboration and documentation of stakeholder inputs and demonstrates how stakeholder engagement will support implementation, institutional coordination and the Climate Communication Framework.
Qualifying Criteria:	4.3. Governance, Monitoring, Reporting, Institutional Integration and Implementation Systems (4 Points)			
Sub-Criteria:	The methodology shall demonstrate how governance, coordination, implementation, monitoring, reporting and adaptive management systems will be developed, strengthened and operationalised to support implementation of the Durban Climate Change Strategy (DCCS 2027) and Climate Action Plan (CAP). The methodology shall address the following seven assessment areas: 1. Climate governance structures, roles, responsibilities and accountability arrangements. 2. Institutional coordination arrangements across municipal departments and governance levels. 3. Implementation-support systems, including Terms of Reference, operating procedures and delivery arrangements. 4. Climate indicators, monitoring and reporting systems, including performance tracking and reporting flows. 5. Climate data management and information systems supporting monitoring, reporting and decision-making. 6. Integration with municipal planning, budgeting and performance management systems. 7. Adaptive management, institutional learning and continuous improvement. The methodology shall demonstrate how these systems will collectively support coordinated implementation, accountability, performance management, evidence-based decision-making and sustained integration of climate action within municipal systems.			
0% (No Response)	40% (Poor)	70% (Satisfactory)	90% (Good)	100% (Very Good)
No relevant information or proof included by the Tenderer.	The methodology addresses 3 or fewer of the 7 assessment areas, with limited demonstration of integration between the proposed governance, implementation, monitoring and reporting arrangements.	The methodology substantively addresses at least 4 of the 7 assessment areas and explains how the proposed systems will support implementation of the DCCS 2027/CAP, accountability, performance management and coordinated climate action delivery.	As for Satisfactory, but substantively addresses all 7 assessment areas and demonstrates integration between governance, coordination, implementation-support systems, climate indicators, monitoring and reporting, data management, municipal planning and adaptive management. The methodology includes approaches for developing or strengthening Terms of Reference, operating procedures, indicators, reporting arrangements and integration with municipal planning, budgeting and performance management processes.	As for Good, but demonstrates how all 7 assessment areas will be operationalised and integrated across the five project phases. The methodology demonstrates alignment with applicable statutory and national climate monitoring and reporting requirements, relevant requirements arising from the Climate Change Act No. 22 of 2024, relevant international climate frameworks, and municipal governance processes for performance review, evidence-based decision-making, institutional learning and continuous improvement to support sustained climate action delivery.

Qualifying Criteria:	4.4. Climate Investment, Financing and Resource Mobilisation Framework Methodology (4 Points)			
Sub-Criteria:	The methodology shall demonstrate how climate investment requirements, financing opportunities and resource mobilisation pathways will be identified, prioritised and integrated into implementation planning. The methodology shall address the following six assessment areas: 1. Identification and estimation of climate investment requirements linked to priority mitigation and adaptation actions. 2. Prioritisation of climate programmes and projects for investment. 3. Climate budgeting and integration with municipal planning and budgeting processes. 4. Funding landscape and financing options, including relevant public, private, development and blended finance sources. 5. Investment pipeline development, project preparation and funding readiness. 6. Resource mobilisation and partnership pathways to support implementation. The methodology shall demonstrate how these components will contribute to development of the Climate Investment, Financing and Resource Mobilisation Framework and support implementation of the DCCS 2027 and CAP.			
0% (No Response)	40% (Poor)	70% (Satisfactory)	90% (Good)	100% (Very Good)
No relevant methodology submitted.	The methodology addresses at least 3 of the 6 assessment areas, with limited detail on how climate investment and financing requirements will be linked to priority climate programmes and projects.	The methodology substantively addresses at least 4 of the 6 assessment areas and explains how climate investment and financing requirements will be linked to priority climate programmes and projects. The methodology demonstrates consideration of relevant requirements arising from the Climate Change Act No. 22 of 2024.	As for Satisfactory, but substantively addresses at least 5 of the 6 assessment areas and demonstrates an integrated approach to identifying, prioritising and developing climate investment opportunities, including assessment of investment readiness, financing options and resource-mobilisation mechanisms. The methodology demonstrates alignment with relevant requirements arising from the Climate Change Act No. 22 of 2024.	As for Good, but substantively addresses all 6 assessment areas and demonstrates a comprehensive and integrated approach to translating priority climate programmes and projects into an implementable climate investment pipeline, including investment readiness, project preparation, financing and resource mobilisation, and integration with relevant municipal planning, budgeting and investment processes. The methodology demonstrates alignment with relevant requirements arising from the Climate Change Act No. 22 of 2024 and other applicable national and international climate-finance frameworks.
Qualifying Criteria:	4.5. Capacity Building, Knowledge Transfer and Institutional Learning Approach (2 Points)			
Sub-Criteria:	The methodology shall demonstrate how institutional capacity, organisational capability, knowledge management and continuous learning will be strengthened to support implementation of the DCCS 2027 and CAP. The methodology shall address the following six assessment areas: 1. Institutional capacity and capability assessment to identify priority skills and knowledge requirements. 2. Capacity-building and training interventions linked to identified needs and implementation responsibilities. 3. Knowledge transfer and mentoring for municipal officials responsible for climate action delivery. 4. Implementation guidance, operational procedures and user-oriented tools. 5. Knowledge management and institutional learning arrangements. 6. Transition and handover arrangements to support continued municipal use of systems, tools and knowledge beyond the assignment.			
0% (No Response)	40% (Poor)	70% (Satisfactory)	90% (Good)	100% (Very Good)

No relevant information or proof included by the Tenderer.	The methodology substantively addresses 3 or fewer of the 6 assessment areas.	The methodology substantively addresses at least 4 of the 6 assessment areas and explains how capacity building and knowledge transfer will support municipal climate action implementation.	As for Satisfactory, but substantively addresses all 6 assessment areas and includes structured approaches for capacity building, training, mentoring, implementation guidance, operational procedures and knowledge management. The methodology demonstrates how these activities will strengthen the ability of municipal officials to implement, coordinate, monitor and report on climate action.	As for Good, but demonstrates how all 6 assessment areas will be integrated across the assignment, including defined arrangements for knowledge transfer, mentoring, operational guidance, institutional learning and transition/handover. The methodology demonstrates how systems, tools, procedures and knowledge will be transferred to responsible municipal officials to support continued implementation, monitoring, reporting and continuous improvement beyond the contract period.
Qualifying Criteria:	4.6. Risk Management Approach (2 Points)			
Sub-Criteria:	The methodology shall demonstrate how risks affecting delivery of the assignment will be identified, assessed, mitigated, monitored, reported and escalated throughout the project lifecycle. The methodology shall address the following six risk management elements: 1. Identification of relevant strategic, governance, institutional, financial, stakeholder, communication, implementation and programme risks. 2. Assessment and prioritisation of risks based on likelihood and impact. 3. Defined mitigation actions and controls. 4. Allocation of risk ownership and responsibilities. 5. Monitoring, reporting and escalation arrangements. 6. Contingency and periodic risk review arrangements.			
0% (No Response)	40% (Poor)	70% (Satisfactory)	90% (Good)	100% (Very Good)
No risk management approach provided.	The methodology substantively addresses 3 or fewer of the 6 risk management elements.	The methodology substantively addresses at least 4 of the 6 risk management elements, including identification of relevant risks, assessment of likelihood and impact, and corresponding mitigation actions.	As for Satisfactory, but substantively addresses all 6 risk management elements, including defined risk ownership, monitoring, reporting and escalation arrangements throughout the project lifecycle.	As for Good, but demonstrates how all 6 risk management elements will be integrated into project management and governance processes, including defined risk review points, contingency arrangements and processes for updating risks and mitigation actions in response to changing project conditions.

FUNCTIONALITY CRITERIA 5: PROJECT PLAN AND DELIVERY PROGRAMME (5 POINTS)

Tenderers shall submit a Project Plan demonstrating a realistic and achievable approach to delivering the Scope of Work over the 36-month Contract period. The Project Plan shall demonstrate alignment with the five-phase implementation approach, Scope of Work, proposed methodology and pricing submission, and shall identify the personnel, supporting capacity and resources required to successfully deliver the Services.

Qualifying Criteria:	5.1. Project Plan and Delivery Programme (5 Points)
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Sub-Criteria:	The Tenderer shall submit a Project Plan and Delivery Programme addressing the following six project planning elements: 1. Project phases and associated activities, including key milestones, deliverables and measurable outputs; 2. Activity dependencies, sequencing and clear timelines across the 36-month Contract period; 3. Supporting Project Team and resource allocation, including sufficient supporting capacity for delivery of the Services; 4. Responsibilities and allocation of the Project Lead and Key Specialists, including indicative level of effort and supporting resource requirements; 5. Stakeholder engagement, municipal governance, review, approval and coordination activities; and 6. Quality management and deliverable review, including alignment between the Project Plan, proposed Methodology, Scope of Work and pricing submission.			
0% (No Response)	40% (Poor)	70% (Satisfactory)	90% (Good)	100% (Very Good)
No relevant information or Project Plan and Delivery Programme submitted.	The Project Plan addresses at least 3 of the 6 project planning elements and provides a delivery schedule covering the Contract period, with limited detail on sequencing, resource allocation and integration of activities.	The Project Plan addresses at least 4 of the 6 project planning elements and provides a delivery schedule covering the Contract period, with limited detail on sequencing, resource allocation and integration of activities.	As for Satisfactory, but addresses at least 5 of the 6 project planning elements and demonstrates appropriate activity dependencies and sequencing, measurable outputs, resource allocation and indicative level of effort across the five project phases, including stakeholder engagement and municipal governance, review, approval and coordination activities over the Contract period.	As for Good, but addresses all 6 project planning elements and demonstrates clear and coherent integration of the project phases, activities, dependencies, milestones, deliverables, timelines, Methodology, personnel responsibilities, supporting resources, level of effort, stakeholder and municipal coordination requirements, quality-management and deliverable-review processes, and pricing submission over the Contract period.
Submission Requirement	Tenderers shall submit a Project Plan / Gantt Chart and Staffing and Resource Allocation Schedule identifying the Project Lead, Key Specialists and supporting roles, their respective responsibilities, indicative level of effort and allocation across the project phases and deliverables. Supporting personnel shall not be individually evaluated on qualifications or experience under the Key Personnel functionality criteria. The adequacy of the proposed supporting capacity and resource allocation shall be evaluated under this criterion.			

SCT 20 COMPLAINTS AND OBJECTIONS

In terms of Section 49 of the eThekweni SCM Policy any person aggrieved by the decisions taken in the implementation of the SCM System may lodge within 14 days of notification, a written objection against the decision of the following:

**The City Manager
Attention: Ms S Pillay
P O Box 1394
DURBAN
4000**

(E-Mail: Simone.Pillay@durban.gov.za)

Please be advised that any objection to this decision will only be processed upon receipt of a non-refundable administration fee of R6,131.00 including VAT as stipulated in the municipality's SCM Policy approved on 30/09/2025 as well as the municipal budget for the financial year 2026/27. An objection will only be considered upon receipt of proof of payment of this fee. This amount must be paid into the following bank account as a real-time payment:

**eThekweni Municipality
FNB – 631 6574 6331
Reference Number: *Please insert contract number***

3.2 ADDITIONAL CONDITIONS OF TENDER (ACT)**ACT 1 ELIGIBILITY – CSD REGISTRATION**

Tenderers are required to be 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. Tenderers not so registered, at time of closing of tenders, will not be eligible to submit tenders.

The Tenderer's CSD Supplier Number (starting with "MAAA") is to be provided on the information table in Section 1.

Tenderers who wish to register on the CSD may do so via web address <https://secure.csd.gov.za>.

SECTION 4: RETURNABLE TENDER DOCUMENTS

GENERAL

The Tender Submission Documentation shall be submitted in full. All required schedules and forms shall be completed and signed where applicable.

Tenderers shall complete all schedules and forms accurately and provide the information and supporting documentation required for tender evaluation and contract administration.

Failure to complete or submit a required schedule, form or supporting document may result in the tender being deemed non-responsive where such submission is identified as a mandatory requirement.

Tenderers shall refer to **Section 2 (Clause 4) of the Conditions of Tender** for the requirements and explanation relating to Returnable Documents. The table below provides the complete listing of documents, schedules and certificates required to accompany the tender.

The **Official Tender Form** is contained in **Section 9**, and additional schedules, forms and certificates, where applicable, are contained in **Section 10: Annexures**.

REF.	DOCUMENT / SCHEDULE	PAGE
Section 4	Returnable Tender Documents	31
1.	Authority of Signatory	32
2.	Tax Compliance Status PIN / Tax Clearance Certificate	31
3.	Declaration of Municipal Fees	33
4.	Declaration with Respect to the Occupational Health and Safety Act	35
5.	a) MBD 4: Declaration of Interest	36
	b) MBD 5: Declaration for Procurement Above R10 Million	37
	c) MBD 6.1: Preference Points Claim Form	38
	d) MBD 8: Declaration of Bidder's Past Supply Chain Management Practices	42
	e) MBD 9: Certificate of Independent Bid Determination	42
Section 8	Bill Of Quantities / Schedule of Rates / Activities	85
Section 9	Official Tender Form	87

1) AUTHORITY OF SIGNATORY

Reference is made to the Conditions of Tender: [Clause 4\(5\)\(c\)](#).

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY		CLOSE CORPORATION		PARTNERSHIP		JOINT VENTURE		SOLE PROPRIETOR	
Refer to Notes at the bottom of the page									

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

.....

hereby authorise Mr/Mrs/Ms

acting in the capacity of

to sign all documents in connection with the tender for Contract No. **35990-7U** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

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

If a Company : a "Resolution of the Board" in this regard.

If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

2) TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

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 on the information table in **SECTION 1: GENERAL INFORMATION**.

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:

3) DECLARATION OF MUNICIPAL FEES

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:

Account

Account Number: to be completed by tenderer.

Consolidated Account No.

--	--	--	--	--	--	--	--	--	--	--	--	--

Electricity

--	--	--	--	--	--	--	--	--	--	--	--	--

Water

--	--	--	--	--	--	--	--	--	--	--	--	--

Rates

--	--	--	--	--	--	--	--	--	--	--	--	--

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 must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

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.

NAME (Block Capitals):

Date

SIGNATURE:

.....

.....

4) DECLARATION WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT**Definitions**

The Act: The Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and any associated / applicable Regulations.

Declaration by Tenderer

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Act.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the work / supply / services under this contract in compliance with the Act, and the Employer's / Purchaser's / Client's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide on request a suitable and sufficiently documented Health and Safety Plan which plan shall be subject to approval by the Employer / Purchaser / Client.
4. I hereby confirm that adequate provision has been made in my tendered rates to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act, and that I will be liable for any penalties that may be applied by the Employer / Purchaser / Client for failure to comply with the provisions of the Act.
5. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer / Purchaser / Client will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer / Purchaser / Client.

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

5(a) MBD 4: DECLARATION OF INTEREST**NOTES**

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**.
- 2 Any person, having a kinship with persons **in the service of the state**, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to **persons in service of the state**, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise

Name of enterprise's representative

3.2 ID Number of enterprise's representative

3.3 Position enterprise's representative occupies in the enterprise

3.4 Company Registration number

3.5 Tax Reference number

3.6 VAT registration number

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

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:

.....

5(b) 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	
		YES	NO
1.0	Are you by law required to prepare annual financial statements for auditing?		
1.1	If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?		
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?		
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?		
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:

5(c) MBD 6.1: PREFERENCE POINTS CLAIM) (SCMP 52.5: Broad-Based Black Economic Empowerment)

This form serves as a claim form for preference points for **Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution**. Reference is to be made to the **Special Conditions of tender: SCT 14**

1.0 GENERAL CONDITIONS

- 1.1 The relevant **Preference Points System (80/20 or 90/10)** applicable to this bid is stated in the **Special Conditions of tender: SCT 14**
- 1.2 Failure on the part of a bidder to fill in and/ or sign this form, and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), or sworn affidavits in the case of Exempted Micro Enterprises or Qualifying Small Enterprises, together with the bid, will be interpreted to mean that preference points for **B-BBEE Status Level Of Contribution** are not claimed.
- 1.3 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2.0 ADJUDICATION USING A POINT SYSTEM

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

3.0 POINTS AWARDED FOR PRICE

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

80/20 Procurement System

or

90/10 Procurement System

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

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

4.0 POINTS ALLOCATED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 Preference points must be claimed by a bidder for attaining the **B-BBEE Status Level of Contribution** in accordance with the applicable table below:

80/20 Preference Points System	
B-BBEE Level Contributor	Preference Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant	0

90/10 Preference Points System	
B-BBEE Level Contributor	Preference Points
1	10
2	9
3	7
4	6
5	4
6	3
7	2
8	1
Non-Compliant	0

- 4.2 All bidders must submit **B-BBEE Status Level of Contribution Certificates**, issued by either verification agencies accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), or sworn affidavits in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).
- 4.3 Any enterprise with an annual Total Revenue of R 10 million or less qualifies as an Exempted Micro-Enterprise.
- 4.4 Exempted Micro-Enterprises are deemed to have B-BBEE Status of "Level Four Contributor" having a B-BBEE procurement recognition of 100% in terms of the Codes of Good Practice.
- 4.5 An Exempted Micro Enterprise (EME) with at least 51% black ownership qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.6 An Exempted Micro Enterprise with 100% black ownership qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.
- 4.7 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.
- 4.8 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.9 A Qualifying Small Enterprise (QSE) with at least 51% black ownership qualifies as a Level 2 contributor.
- 4.10 A QSE with 100% black ownership qualifies as a Level 1 contributor.
- 4.11 A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.12 A QSE with less than 51% black ownership is required to submit a BBBEE level verification certificate issued by a BBBEE verification professional.
- 4.13 A Trust, consortium or joint venture:
- must submit a B-BBEE status level certificate in order to qualify for points;
 - may qualify for points as an unincorporated entity provided, that they submit their consolidated scorecard is prepared for separate tender; and
 - where no consolidated scorecard exists, the weighted average (in accordance with participation percentages) must be used and rounded off to the nearest status level.
- 4.14 Gazetted Sector Codes supersede Generic Codes.

5.0 SUB-CONTRACTING

- 5.1 B-BBEE points must not be awarded to a tenderer who intends sub-contracting more than 25% of the value of the contract to an enterprise that does not qualify for at least the points that such contractor qualifies for, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.
- 5.2 A person awarded a contract may not sub-contract more than 25% of the value of the contract to an enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.
- 5.3 A person awarded a contract in relation to a designated sector may not sub-contract in such a manner that the **Local Production and Content** of the overall value of the contract is reduced to below the prescribed minimum threshold.

6.0 BID DECLARATION

- 6.1 Bidders who wish to claim points in respect of **B-BBEE Status Level of Contribution** must complete the following:

B-BBEE Status Level of Contribution	Tenderer's Preference Points Claim (maximum of 10 or 20 points)

Points claimed must be in accordance with the relevant table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE Status Level of Contribution Certificate issued by a verification agency accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), or sworn affidavits in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).

Tenderers are to include, at the back of their tender submission, their B-BBEE Status Level of Contribution Certificate.

*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:

5(d) 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:
- abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
 - been convicted for fraud or corruption during the past five years.
 - wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
 - been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

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

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

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

- 4.1.1 If YES, provide particulars.

.....

.....

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

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

- 4.2.1 If YES, provide particulars.

.....

.....

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

- 4.3.1 If YES, provide particulars.

.....

.....

Circle Applicable	
YES	NO

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

YES

NO

4.4.1 If YES, provide particulars.

.....

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

YES

NO

4.5.1 If YES, provide particulars.

.....

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

5(e) MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**NOTES**

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

SECTION 5: CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)

The **Conditions of Contract** are the **General Conditions of Contract** as published by the National Treasury titled "Government Procurement: General Conditions of Contract (July 2010)", as amended by National Treasury Circular 52 dated 30 July 2010, hereinafter referred to as **GCC**.

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

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1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignee store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the [amount specified in SCC](#).
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, [unless otherwise specified](#).

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, [including additional requirements](#), if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms [specified in the contract](#).

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery [in the manner specified](#).

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, [this shall be specified](#).

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, [including additional services](#), if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 [As specified](#), the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, [unless specified otherwise](#).

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, [within the period specified](#) and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) [within the period specified](#), the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract [shall be specified](#).

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand [unless otherwise stipulated](#).

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any [price adjustments authorized](#) or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the [time schedule prescribed](#) by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - if the supplier fails to perform any other obligation(s) under the contract; or
 - if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- the name and address of the supplier and / or person restricted by the purchaser;
 - the date of commencement of the restriction
 - the period of restriction; and
 - the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Antidumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of Contracts

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 6: SPECIAL / ADDITIONAL CONDITIONS OF CONTRACT

The **Conditions of Contract** make reference to the **Special Conditions of Contract (SSC)** for details that apply specifically to this bid. The **Special Conditions of Contract** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Conditions of Contract**.

Each item below is cross-referenced to the clause in the **Conditions of Contract** to which it mainly applies.

SCC 1.2 CONTRACT

The period of performance shall be **thirty-six (36) months** from the commencement date.

SCC 7.1 PERFORMANCE SECURITY

The liability of the Performance Security shall be **Nil**.

SCC 10.1 DELIVERY AND DOCUMENTS

The Service Provider shall submit all reports, deliverables and supporting documentation required under the Scope of Work in accordance with the agreed Project Plan and applicable Employer requirements.

Unless otherwise specified, deliverables shall be submitted electronically in final and editable/source formats, where applicable, including reports, presentations, datasets, GIS information, maps, figures and other project outputs.

All final deliverables shall be appropriately named, dated and version-controlled. Employer-prescribed templates shall be used where applicable. Hard copies shall only be provided where specifically requested by the Employer.

SCC 11.1 INSURANCE

The Service Provider shall maintain Professional Indemnity Insurance of not less than **R10 000 000 (Ten Million Rand)** for the duration of the Contract.

Where the Service Provider is a Joint Venture or Consortium, each party to the Joint Venture or Consortium shall maintain Professional Indemnity Insurance of not less than **R10 000 000**.

Evidence of the required insurance cover shall be provided in accordance with the Professional Indemnity Schedule.

SCC 13.1 INCIDENTAL SERVICES

Incidental services required under the Contract shall include stakeholder engagement, facilitation, capacity building, knowledge transfer, technical support, systems handover, training and other implementation-support activities expressly provided for in the Scope of Work.

SCC 16.1 PAYMENT

The Contractor shall submit to the Department concerned a detailed account which shall reflect the identifying number of each item / service. Payment will be made on this account when checked and substantiated by the authorised official.

Payment for goods received and accepted by the Municipality shall be made no later than **30 days** after submission of invoice or claim, provided however that all the terms of the contract are duly complied with.

Payment will be made only to the supplier. Factoring arrangements will not be accepted.

SCC 17 PRICES

Prices shall be fixed for the duration of the **thirty-six (36) month** Contract, as specified in the Official Tender Form.

SCC 21.1 DELAYS IN THE SUPPLIER'S PERFORMANCE

he Service Provider shall perform the Services in accordance with the approved Project Plan,

programme, milestones, Scope of Work and Service Level Agreement (SLA). A detailed programme shall be submitted within **seven (7) days** of the Contract becoming effective.

The Service Provider shall promptly notify the Employer in writing of any actual or anticipated delay, including its impact and proposed corrective or mitigation measures. Where performance delays are identified, the Employer may require appropriate corrective actions and recovery measures to be agreed and implemented by the Service Provider.

A Service Level Agreement shall be entered into with the successful Tenderer, and a monthly progress report shall be submitted within the first week of the following month.

Penalties for delays attributable to the Service Provider shall be applied in accordance with SCC 22.1.

SCC 22.1 **PENALTIES**

If the Service Provider fails to perform the Services or deliver any contractual deliverable within the period specified in the Contract, for reasons attributable to the Service Provider, the Employer may, without prejudice to its other remedies under the Contract, impose:

- A penalty of **5% of the invoice value** associated with the affected Service or deliverable.

The Employer may also consider termination of the Contract in accordance with GCC Clause 23.

ADDITIONAL CONDITIONS OF CONTRACT

ACC1 PERFORMANCE MONITORING & ASSESSMENT OF SERVICE PROVIDERS

For contract awards greater than R10 million, the Service Provider shall be subject to performance monitoring and assessment in terms of the applicable provisions of the Council's current Supply Chain Management Policy.

Performance shall be assessed against the requirements of the Contract, including the approved Project Plan, contractual milestones, deliverables, quality requirements and agreed timeframes.

ACC2 QUALITY OF SERVICES AND DELIVERABLES

All Services and deliverables shall comply with the requirements of the Contract, Scope of Work and applicable professional and technical standards. Where a deliverable does not comply with the Contract requirements, the Employer may require the Service Provider to correct, revise or resubmit the deliverable within a reasonable period specified by the Employer.

Where such correction or revision arises from an error, omission, inadequate quality or failure by the Service Provider to comply with the Contract, the correction or revision shall be undertaken at no additional cost to the Employer.

ACC3 PERSONNEL AND SATISFACTORY PERFORMANCE

The Service Provider shall provide suitably qualified, experienced and competent personnel in accordance with the approved Personnel Schedule and tender submission.

The Employer may require the replacement of personnel where there are reasonable grounds relating to misconduct, incompetence, negligence or failure to perform assigned responsibilities in accordance with the Contract.

Replacement of key personnel identified in the tender submission shall require the Employer's prior written approval. Any replacement shall possess qualifications and relevant experience equal to or greater than those of the personnel being replaced and appropriate to the relevant role.

ACC4 OCCUPATIONAL INJURIES AND DISEASES

Prior to commencement of the Services, the Service Provider shall provide applicable documentary evidence of compliance with the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993), as amended, and shall maintain such compliance for the duration of the Contract.

ACC5 DAMAGE TO PERSONS AND PROPERTY

The Service Provider shall indemnify the Employer against claims for death, personal injury, loss or damage to property arising from the performance of the Services to the extent attributable to the acts, omissions, negligence or breach of contractual obligations of the Service Provider, its personnel or approved subcontractors, subject to the Conditions of Contract.

The Service Provider shall perform the Services as an independent contractor.

ACC6 ESTIMATED QUANTITIES AND LEVEL OF EFFORT

Where quantities, person-days, activities or other estimated levels of effort are stated in Section 8: Bill of Quantities / Schedule of Rates / Activities, such quantities are provided for tender evaluation and contract administration purposes only.

The actual quantities or levels of effort required may vary over the Contract Period according to project requirements. The stated quantities therefore do not constitute a guarantee that the full estimated quantities will be utilised.

The tendered rates shall remain applicable to the relevant payment items, irrespective of the actual quantities or levels of effort utilised, subject to the Pricing Data and Conditions of Contract.

ACC7 SERVICE PROVIDER OFFICE REQUIREMENTS

The Service Provider shall, for the duration of the Contract, maintain a local presence within the geographical boundary of the eThekweni municipal area.

ACC8 INTELLECTUAL PROPERTY AND OWNERSHIP

All final reports, strategies, plans, frameworks, datasets, maps, presentations, knowledge products and other materials specifically produced for the Employer under the Contract shall vest in the Employer, subject to the terms of the Contract.

Pre-existing intellectual property, proprietary tools, methodologies or materials shall remain the property of their respective owners. Where incorporated into project deliverables, the Service Provider shall ensure that the Employer has the necessary rights to use such deliverables for municipal purposes.

ACC9 CONFIDENTIALITY AND INFORMATION MANAGEMENT

The Service Provider shall keep confidential all non-public information obtained in connection with the Contract and shall use such information only for purposes of performing the Services.

The Service Provider shall not disclose confidential information to third parties without the Employer's prior written approval, except where required by law, and shall ensure that its personnel and subcontractors comply with these requirements.

ACC10 PUBLIC COMMUNICATIONS AND PROJECT INFORMATION

The Service Provider shall not, without the Employer's prior written approval, publish or disseminate project information or findings, issue media statements, make external presentations on behalf of the Employer, or release project materials through websites, publications, scientific papers, conferences or other public platforms.

Any approved external communication shall appropriately acknowledge eThekweni Municipality and comply with applicable Employer requirements relating to branding, confidentiality, intellectual property and authorship.

Where municipal officials have made a substantive intellectual contribution to a publication, appropriate authorship or acknowledgement shall be considered in accordance with applicable publication standards.

ACC11 EMPOWERMENT REQUIREMENT

eThekweni municipality has, in the SCM policy, made accommodation for subcontracting to designated groups, where possible, which are defined as follows:

- (1) an EME or QSE which is at least 51% owned by black people;
- (2) an EME or QSE which is at least 51% owned by black people who are youth;
- (3) an EME or QSE which is at least 51% owned by black people who are women;
- (4) an EME or QSE which is at least 51% owned by black people with disabilities;
- (5) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- (6) a co-operative which is at least 51% owned by black people;
- (7) an EME or QSE which is at least 51% owned by black people who are military veterans;
- (8) an EME or QSE.

It is a condition of contract that a minimum of 30% of the work must be sub-contracted to one or more of the above targeted entities.

ACC12 EMPOWERMENT REQUIREMENT: SUB-CONTRACTING GOAL PENALTY

Failure to achieve the committed Sub-contracting Goal shall result in the application of penalties, at the discretion of the Employer, calculated as follows:

Penalty = $1.5 \times (\text{Tendered Sub-contracting Goal (\%)} - \text{Achieved Sub-contracting Goal (\%)}) \times \text{Award Value} \div 100$

Any penalty imposed shall be payable in South African Rand and administered in accordance with the applicable provisions of the Contract and the Municipality's Supply Chain Management Policy.

SECTION 7: SCOPE AND SPECIFICATION OF REQUIRED SUPPLY / SERVICES

7.1. PROJECT DESCRIPTION AND SCOPE OF CONTRACT

7.1.1. BACKGROUND

eThekweni Municipality has established a climate change policy and planning framework through the Durban Climate Change Strategy (2022) and Durban Climate Action Plan (2019), which guide the Municipality's response to climate change mitigation, adaptation and climate risk. The Municipality intends to review and consolidate these instruments into an integrated and implementation-oriented Durban Climate Change Strategy (DCCS 2027), incorporating a prioritised and time-bound Climate Action Plan (CAP) as an implementation component.

The assignment responds to the need to strengthen the integration of climate action within municipal governance, planning, infrastructure, budgeting, investment and service delivery, and to transition from fragmented or project-based interventions towards a more coordinated, programmatic and system-based approach to climate implementation.

The review is further informed by evolving climate risks, scientific evidence and legislative and policy requirements, including the Climate Change Act No. 22 of 2024, and the need to strengthen municipal institutional arrangements, implementation capability, monitoring, reporting and adaptive management.

The DCCS 2027/CAP will provide an integrated strategic and implementation framework to guide, coordinate and support the Municipality's climate response over the next planning period.

7.1.2. PURPOSE OF THE ASSIGNMENT

The purpose of the assignment is to:

- Review, consolidate and strengthen the Municipality's climate change response;
- Develop an integrated and implementation-oriented Durban Climate Change Strategy (DCCS 2027) incorporating a prioritised and time-bound Climate Action Plan (CAP);
- Strengthen the Municipality's ability to translate climate priorities into coordinated, implementable and sustained climate action across mitigation, adaptation and climate risk management;
- Strengthen the governance, institutional capability, implementation, monitoring and reporting, and climate investment and financing arrangements required to support sustained municipal climate action; and
- Strengthen institutional accountability for climate action by integrating relevant climate responsibilities, actions, targets and performance measures into the planning, budgeting, performance-management and reporting arrangements of responsible municipal Directorates and Departments.

7.1.3. OBJECTIVES OF THE ASSIGNMENT

The objectives of the assignment are to:

1. Undertake a strategic climate alignment and baseline assessment of the Municipality's climate governance, planning and implementation context to establish the climate needs and response baseline for the assignment.
2. Review existing municipal climate strategies, programmes and implementation arrangements to identify gaps, overlaps, lessons and opportunities for improved integration and climate action delivery.
3. Assess Durban's greenhouse gas emissions profile and identify priority mitigation opportunities and emissions-reduction pathways aligned with applicable national policy and relevant international climate commitments.
4. Update Durban's Climate Risk and Vulnerability Assessment and identify priority adaptation and climate risk management actions to inform municipal planning, investment and implementation.
5. Assess institutional, governance and coordination arrangements affecting climate action delivery and

- identify measures to strengthen institutional ownership, accountability, coordination and implementation across responsible municipal functions.
6. Strengthen municipal climate governance platforms and institutional arrangements to support coordinated, programmatic and system-based implementation.
 7. Develop an integrated Durban Climate Change Strategy (DCCS 2027) incorporating a prioritised and time-bound Climate Action Plan (CAP) as an implementation component and coordinating instrument for municipal climate action.
 8. Develop implementation-support, monitoring, reporting and adaptive management systems, including appropriate frameworks and guidance to support integration with municipal planning, budgeting and performance management processes.
 9. Develop a Climate Investment, Financing and Resource Mobilisation Framework, including a prioritised pipeline of climate actions to support investment readiness, financing and resource mobilisation.
 10. Provide implementation support, institutional strengthening, capacity building and knowledge transfer to support the transition from strategy development to sustained municipal climate action.

7.1.4. STRATEGIC CONSIDERATIONS FOR THE ASSIGNMENT

In undertaking the assignment, the Service Provider shall ensure that the approach and resulting outputs:

- Align with applicable legislation, municipal planning instruments and relevant national and international climate policy frameworks;
- Integrate climate change adaptation, mitigation and climate risk management within a coherent municipal climate response;
- Support the mainstreaming of climate priorities into municipal governance, planning, budgeting, investment, infrastructure, performance management and service delivery processes;
- Strengthen institutional coordination, accountability and implementation capability across relevant municipal structures;
- Build upon existing municipal climate strategies, programmes, partnerships, systems and knowledge platforms;
- Are informed by appropriate climate science, evidence, data and recognised good practice;
- Promote inclusive and coordinated stakeholder engagement appropriate to the requirements of the assignment;
- Recognise the Municipality's institutional, socioeconomic and implementation context in developing practical and achievable interventions;
- Support the prioritisation, investment readiness, financing and resource mobilisation necessary to translate climate priorities into implementable actions; and
- Support long-term implementation, institutional learning, knowledge transfer and adaptive management beyond the duration of the Contract.

7.1.5. REFERENCE DOCUMENTS AND INFORMATION

The assignment shall build upon the Municipality's existing climate strategies, plans, governance arrangements, data and knowledge base.

Tenderers shall familiarise themselves with and, where relevant, take into account the reference documents and information identified and/or provided in [Section 10: Annexures](#), including:

- Durban Climate Change Strategy (2022);
- Durban Climate Action Plan (2019);
- Municipal Climate Governance Framework; and
- eThekweni Municipality Climate Change Portal.

The reference documents and information identified above do not constitute an exhaustive information base.

Tenderers shall identify and consider other relevant municipal strategies and planning instruments, legislation and policy frameworks, climate assessments, scientific literature, datasets, research, international climate frameworks, standards, guidance and other credible sources relevant to the Scope of Work.

Tenderers remain responsible for identifying and considering the information reasonably necessary to formulate an appropriate Technical Proposal, Methodology and Project Plan in response to the Scope of Work.

7.1.6. SCOPE OF CONTRACT

The Service Provider shall provide the services required to review, update, consolidate and support implementation of the Municipality's climate change response over the **36-month Contract period**. The Scope of Contract shall include:

- Undertake a strategic climate alignment and baseline assessment of the Municipality's climate governance, planning, implementation and institutional context;
- Review and assess existing municipal climate strategies, programmes, plans and implementation arrangements, including relevant gaps, overlaps, interdependencies, barriers, lessons and opportunities for improved integration and climate action delivery;
- Assess Durban's greenhouse gas emissions profile and identify priority mitigation opportunities, emissions-reduction and decarbonisation pathways aligned with applicable national policy and relevant international climate commitments;
- Update Durban's Climate Risk and Vulnerability Assessment and identify priority adaptation, resilience and climate risk management actions to inform municipal planning, investment and implementation;
- Assess and strengthen institutional climate governance, coordination, accountability and capacity arrangements, including relevant municipal climate governance platforms and institutional arrangements required to support coordinated implementation;
- Strengthen institutional accountability for climate action by supporting the integration and cascading of relevant climate responsibilities, actions, targets and performance measures into appropriate municipal planning, budgeting, performance-management and reporting arrangements across responsible Directorates and Departments;
- Conduct appropriate and inclusive stakeholder identification, engagement, consultation, co-design and validation throughout the assignment;
- Develop an integrated Durban Climate Change Strategy (DCCS 2027) incorporating a prioritised and time-bound Climate Action Plan (CAP) as an implementation component and coordinating instrument for municipal climate action;
- Develop and operationalise implementation-support, monitoring, reporting, data management and adaptive management systems, including appropriate frameworks, tools and guidance to support integration with municipal planning, budgeting, performance-management and organisational reporting processes;
- Develop and support the operationalisation of a Climate Investment, Financing and Resource Mobilisation Framework, including a prioritised climate investment pipeline and measures to strengthen investment readiness and resource mobilisation;
- Provide ongoing technical, governance, secretariat, coordination and implementation support to relevant municipal structures, Directorates, departments and programmes throughout the Contract period;
- Strengthen institutional capability and implementation capacity through capacity building, knowledge transfer, technical support, strategic partnerships and collaborative implementation;
- Develop and support implementation of an appropriate Climate Change Communication and Awareness Framework;
- Establish and strengthen climate knowledge management, organisational learning and continuous improvement arrangements to support institutionalisation and sustained municipal climate action; and
- Provide appropriate transition, handover and sustainability support to enable the Municipality to

maintain and progressively strengthen the systems, institutional arrangements and implementation processes established through the assignment beyond the Contract period.

The detailed activities, requirements, outputs and deliverables applicable to the project phases and cross-cutting services are set out in **Section 7.2**.

7.1.7. STRATEGIC SIGNIFICANCE OF THE ASSIGNMENT

The assignment is strategically important to eThekweni Municipality because it will:

- Strengthen the Municipality's ability to translate climate policy and planning into coordinated, financed, monitored and sustained implementation;
- Provide an integrated basis for embedding climate change mitigation, adaptation and climate risk management within municipal governance, planning, budgeting, investment, infrastructure, performance management and service delivery;
- Strengthen institutional ownership and accountability for climate action by integrating relevant climate responsibilities, actions, targets and performance measures across responsible municipal Directorates and Departments and associated planning, budgeting, performance-management and reporting arrangements;
- Strengthen institutional capability and implementation readiness across relevant municipal structures;
- Improve climate investment preparedness and resource mobilisation to support implementation of priority climate actions; and
- Enable a more coordinated, responsive and sustained municipal climate response to evolving climate risks, priorities and legislative requirements.

7.1.8. EMPLOYER'S OBJECTIVES

Through this assignment, the Employer seeks to:

- Obtain an integrated, evidence-based and implementable Durban Climate Change Strategy (DCCS 2027) incorporating a prioritised and time-bound Climate Action Plan;
- Establish practical governance, implementation, monitoring, reporting and adaptive management arrangements to support sustained climate action;
- Strengthen the integration of climate priorities into municipal planning, budgeting, investment, infrastructure, performance management and service delivery processes;
- Strengthen institutional ownership and accountability for climate action by integrating relevant climate responsibilities, actions, targets and performance measures into the planning, budgeting, performance-management and reporting arrangements of responsible municipal Directorates and Departments;
- Establish a prioritised basis for climate investment, financing and resource mobilisation;
- Strengthen institutional capacity, coordination, knowledge transfer and ownership across relevant municipal structures;
- Ensure that appropriate systems, tools, frameworks and institutional arrangements are available to support implementation, performance monitoring, accountability and continuous improvement;
- Leave the Municipality with strengthened internal capability to coordinate, implement, monitor and progressively improve its climate response beyond the duration of the Contract.

7.2 PROJECT SPECIFICATIONS

PROJECT TITLE:	REVIEW, CONSOLIDATION AND IMPLEMENTATION SUPPORT FOR THE DURBAN CLIMATE CHANGE STRATEGY (DCCS 2027) AND CLIMATE ACTION IMPLEMENTATION PROGRAMME.
PROJECT NUMBER:	7U-35990
The appointed Service Provider shall undertake the review, consolidation and update of the Municipality's climate strategies, programmes and implementation arrangements and support the development and implementation of the Durban Climate Change Strategy and Climate Action Plan (DCCS 2027/CAP). The assignment shall be implemented over a period of thirty-six (36) months through the following five interrelated phases: • Phase 1: Inception, Assessment and Strategic Review; • Phase 2: Climate Strategy and Action Planning; • Phase 3: Implementation Systems Operationalisation and Institutional Integration; • Phase 4: Implementation Acceleration, Institutional Capability and Programme Strengthening; • Phase 5: Institutionalisation, Continuous Improvement and Transition. The detailed activities, requirements and deliverables applicable to each phase, together with the cross-cutting services applicable throughout the assignment, are set out below	
PHASE 1: INCEPTION, ASSESSMENT AND STRATEGIC REVIEW Phase 1 shall establish the strategic, analytical and institutional evidence base required to inform the DCCS 2027/CAP and subsequent phases of the assignment. The phase shall commence with an inception stage to mobilise the assignment and operationalise the accepted methodology and Project Plan. The analytical components may be undertaken concurrently where appropriate, provided that the resulting outputs are integrated and collectively inform subsequent phases.	
COMPONENT 1: Strategic Climate Alignment and Baseline Assessment	The Service Provider shall undertake a comprehensive Strategic Climate Alignment and Baseline Assessment to establish the legislative, policy, governance and institutional context for climate action within eThekweni Municipality. The assessment shall provide the strategic foundation for the development of the Durban Climate Change Strategy and Climate Action Plan (DCCS 2027/CAP). Scope: The Service Provider shall: • Review relevant international, national, provincial and municipal climate legislation, policies, strategies, frameworks and emerging climate governance developments. • Assess the Municipality's alignment with the Climate Change Act No. 22 of 2024, relevant national climate policy instruments and applicable international climate frameworks and commitments. • Assess alignment between municipal climate priorities and key municipal planning, budgeting and governance instruments, including the Integrated Development Plan (IDP), Spatial Development Framework (SDF), sector plans and other relevant strategic frameworks.

	- Assess the current status of climate governance, policy implementation and institutional integration across municipal functions. - Identify strategic, policy, institutional and implementation gaps, opportunities and constraints affecting climate action delivery. Deliverables: - Inception Report and Detailed Work Programme, operationalising the accepted methodology and confirming the implementation arrangements for the assignment. - Baseline Climate Governance and Alignment Assessment Report.
COMPONENT 2: Review of Existing Climate Strategies and Programmes	The Service Provider shall undertake a structured review of existing municipal climate strategies, plans and programmes to inform the development of the updated strategy and Climate Action Plan. Scope: The Service Provider shall: - Review existing municipal climate strategies, plans and implementation frameworks - Review existing climate-related programmes, initiatives and implementation arrangements to identify overlaps, duplication, synergies and opportunities to strengthen coordination and implementation. - Evaluate the level of implementation and effectiveness of climate-related programmes across municipal departments - Identify key lessons learned, gaps, overlaps and opportunities to strengthen climate action - Assess the extent to which existing strategies support implementation, coordination, and reporting requirements Deliverables: - Climate Strategy and Programme Review Report - Implementation Assessment Report
COMPONENT 3: Greenhouse Gas Emissions, Mitigation Planning and Decarbonisation Pathways	The Service Provider shall assess the Municipality's greenhouse gas emissions profile and develop evidence-based mitigation pathways to support strategic planning, climate action implementation and long-term decarbonisation in accordance with national legislative requirements and international climate commitments. Scope: The Service Provider shall: - Review existing greenhouse gas inventories, emissions datasets and historical emissions trends across the Municipality. - Assess greenhouse gas emissions by sector, including energy, transport, waste, buildings, industry, land use and municipal operations, and identify key emissions sources and mitigation opportunities. - Review existing mitigation initiatives, programmes and projects and evaluate their effectiveness, implementation

	status and contribution towards municipal and national climate objectives. - Identify opportunities to strengthen and scale existing mitigation initiatives and introduce new mitigation measures that are technically feasible, financially viable and appropriate to the metropolitan context. - Develop quantified sectoral mitigation pathways, emissions reduction trajectories and priority mitigation actions that support implementation of the integrated Durban Climate Change Strategy (DCCS 2027) and embedded Climate Action Plan. - Assess alignment of proposed mitigation pathways with the Climate Change Act No. 22 of 2024, South Africa's Nationally Determined Contribution (NDC), the National Greenhouse Gas Emissions Trajectory, emerging Sectoral Emissions Targets, carbon budgeting framework and other relevant national mitigation policies and regulatory instruments. - Identify policy, institutional, governance, financing and implementation barriers affecting mitigation delivery and recommend practical measures to strengthen municipal implementation. - Identify priority mitigation actions capable of contributing to climate resilience, improved air quality, sustainable infrastructure development, resource efficiency, economic development and a just transition. Deliverables: - Greenhouse Gas Emissions and Mitigation Assessment Report. - Proposed Sectoral and Municipal Mitigation Targets, Emissions Reduction Pathways and Decarbonisation Roadmap. - Proposed Priority Mitigation, Actions and responses. - Municipal Mitigation Alignment Report demonstrating alignment with the Climate Change Act No. 22 of 2024, South Africa's Nationally Determined Contribution (NDC), national mitigation policies and relevant international climate commitments. - Academic Paper on Municipal Greenhouse Gas Emissions, Mitigation Pathways and Decarbonisation, prepared to peer-review standard and submitted to an appropriate peer-reviewed academic journal.
COMPONENT 4: Climate Risk and Vulnerability Assessment	The Service Provider shall update the Municipality's Climate Risk and Vulnerability Assessment to establish a robust evidence base for climate adaptation, resilience planning, climate risk management and climate-resilient development. The assessment shall support a comprehensive Climate Needs Assessment, including analysis of climate hazards, exposure, sensitivity, adaptive capacity and resilience across municipal systems, social and economic sectors. Scope: The Service Provider shall: - Review the latest climate projections, climate science, datasets, hazard information and existing climate risk assessments relevant to the Municipality. - Analyse historical climate-related impacts, disaster events and emerging climate risks affecting municipal infrastructure, service delivery, communities, ecosystems and the local economy.

	- Assess current and future climate risks, exposure, sensitivity, adaptive capacity and resilience across key municipal sectors, including infrastructure, human settlements, water resources, biodiversity and ecosystems, public health, food systems, disaster risk management, municipal operations, critical services and the local economy. - Assess social, economic and spatial vulnerability, with consideration of vulnerable communities, informal settlements, critical infrastructure, strategic municipal assets and populations disproportionately affected by climate change. - Identify risks associated with cascading climate impacts and interdependencies between infrastructure systems, municipal services, ecosystems and socio-economic systems. - Undertake spatial analysis and mapping of climate hazards, vulnerabilities, resilience characteristics and priority adaptation areas using appropriate geographic information systems and spatial datasets. - Assess existing adaptation initiatives, resilience programmes and ecosystem-based adaptation measures, identifying opportunities to strengthen climate resilience, nature-based solutions and integrated adaptation planning. - Engage relevant municipal departments and stakeholders to support integration of climate adaptation priorities within disaster risk reduction, infrastructure planning, spatial planning, human settlements, water security, environmental management, public health, economic development and municipal service delivery. - Translate assessment findings into proposed priority climate adaptation, resilience and climate risk management actions, including adaptation pathways, investment priorities and implementation considerations to inform development of the DCCS 2027/CAP and support climate-resilient development. Deliverables: - Updated Climate Risk, Vulnerability and Adaptation Assessment Report. - Climate Risk, Vulnerability and Resilience Maps and Spatial Datasets. - Climate Needs Assessment Report, consolidating key findings on climate hazards, exposure, sensitivity, adaptive capacity, resilience and priority response needs. - Proposed Climate Adaptation and Resilience Pathways and Priority Actions, including climate risk management and investment priorities. - Climate Risk Data Visualisation Tool suitable for integration with municipal information systems and decision-support platforms. - Academic Paper on Urban Climate Risk, Vulnerability, Adaptation and Resilience, prepared to peer-review standard and submitted to an appropriate peer-reviewed academic journal.
COMPONENT 5: Stakeholder Identification, Analysis and Mapping	The Service Provider shall undertake a comprehensive stakeholder identification, analysis and mapping exercise to establish an evidence-based understanding of the internal and external institutional, governmental, private-sector, academic, civil-society and community stakeholders, including vulnerable, underrepresented and traditionally excluded groups, that influence, support or are affected by climate action within eThekweni Municipality. The assessment shall provide the foundation for inclusive and accessible stakeholder engagement and participation, partnership development, governance strengthening and coordinated implementation of the Durban Climate Change Strategy and Climate Action

	Plan (DCCS 2027/CAP). Scope: The Service Provider shall: - Identify and profile all relevant internal and external stakeholders with responsibilities, interests or influence relating to climate change mitigation, adaptation, climate resilience and climate risk management. - Undertake a comprehensive stakeholder analysis, including stakeholder interests, influence, mandates, responsibilities, relationships, decision-making authority and potential contributions to implementation of the DCCS 2027/CAP. - Assess existing institutional partnerships, collaboration mechanisms and stakeholder networks supporting climate action, identifying opportunities to strengthen coordination and collaboration. - Identify vulnerable, underrepresented and traditionally excluded stakeholder groups, ensuring consideration of communities disproportionately affected by climate change, traditional leadership, youth, women, persons with disabilities and other relevant stakeholders. - Ensure that stakeholder identification and participation recommendations consider inclusive and accessible engagement requirements, including appropriate provision for English and isiZulu communication and reasonable accommodation for persons with disabilities through South African Sign Language (SASL), Braille and other appropriate accessible communication formats, where required. - Map governance structures, institutional relationships, reporting arrangements and decision-making pathways relevant to climate governance and implementation. - Develop a comprehensive stakeholder register and stakeholder influence matrix to support stakeholder engagement, governance, implementation and communication activities throughout the assignment. - Develop recommendations for stakeholder engagement, participation and collaborative governance to inform subsequent phases of the assignment. Deliverables - Stakeholder Register. - Stakeholder Analysis and Mapping Report. - Stakeholder Influence, Interest and Institutional Relationships Matrix. - Stakeholder Engagement and Participation Recommendations Report, including recommendations for inclusive and accessible stakeholder participation, language requirements and reasonable accommodation for persons with disabilities.
COMPONENT 6: Institutional Climate Governance, Coordination	The Service Provider shall undertake a comprehensive assessment of the Municipality's institutional arrangements, governance systems, organisational capacity and implementation readiness to identify opportunities to strengthen climate

and Capacity Assessment	governance, institutional coordination and long-term climate action delivery. Scope: The Service Provider shall: • Assess the existing institutional arrangements, governance structures, mandates, roles and responsibilities supporting climate change mitigation, adaptation and climate risk management across the Municipality. • Assess organisational capacity, technical capability, climate awareness and institutional readiness across relevant municipal departments, governance structures and municipal entities. • Review existing governance, coordination and decision-making arrangements supporting climate action implementation, including institutional mandates, reporting lines and accountability mechanisms. • Assess the extent to which climate change has been mainstreamed into municipal governance, planning, budgeting, infrastructure planning, performance management and operational processes. • Identify institutional barriers affecting implementation, including governance constraints, coordination challenges, policy gaps, resource limitations, capacity needs, organisational arrangements and accountability gaps. • Assess existing monitoring, reporting, knowledge management and information-sharing arrangements supporting climate governance and implementation. • Identify opportunities to strengthen institutional coordination, governance arrangements, implementation-support systems, organisational capacity and cross-sector collaboration to support long-term climate action delivery. • Develop recommendations to support implementation of the Climate Change Act No. 22 of 2024 and strengthen the Municipality's institutional arrangements for climate governance, implementation, monitoring and reporting. Deliverables: • Institutional Climate Governance, Coordination and Capacity Assessment Report. • Institutional Strengthening Recommendations, including priority actions to strengthen governance arrangements, organisational capacity, coordination mechanisms and implementation ready.
PHASE 2: CLIMATE STRATEGY AND ACTION PLANNING Phase 2 shall translate the evidence, assessments and recommendations generated during Phase 1 into an integrated and implementation-oriented municipal climate response, centred on the development of the Durban Climate Change Strategy (DCCS 2027) and an embedded, prioritised and time-bound Climate Action Plan (CAP). The phase shall establish the strategic, governance, implementation, monitoring, reporting and climate investment arrangements required to support coordinated and sustained municipal climate action.	
COMPONENT 7: Climate Governance System Design and Institutional Strengthening	Building on the institutional, governance and capacity assessment undertaken during Phase 1, the Service Provider shall develop strengthened climate governance and institutional arrangements to support coordinated, accountable and effective implementation of the DCCS 2027/CAP across relevant municipal Directorates, Units and governance structures.

The governance arrangements shall strengthen institutional ownership of climate action and establish clear responsibility and accountability for implementation across relevant municipal functions.

Scope

The Service Provider shall:

- Develop an integrated Climate Governance and Institutional Coordination Framework to support implementation of the DCCS 2027/CAP;
- Define appropriate institutional roles, responsibilities, decision-making authority, accountability and reporting relationships across relevant municipal Directorates, Units and governance structures;
- Establish an institutional accountability model that clearly assigns relevant DCCS 2027/CAP responsibilities, actions and outcomes to responsible municipal functions;
- Develop mechanisms to strengthen cross-departmental coordination, programme oversight, institutional integration and accountability for climate action;
- Define appropriate interfaces between political oversight, executive management, technical coordination, Directorate and Unit responsibilities, and programme implementation structures;
- Develop appropriate governance instruments, including Terms of Reference, operating procedures, accountability arrangements, reporting arrangements and decision-support processes;
- Define mechanisms for integrating and cascading relevant climate responsibilities, objectives, actions and targets into appropriate municipal strategic and operational planning, budgeting, Key Performance Areas (KPA's), performance indicators, targets and performance-management arrangements;
- Identify measures required to strengthen governance maturity, institutional capability and organisational effectiveness in accordance with the Climate Change Act No. 22 of 2024, applicable municipal governance requirements and other relevant legislation and policy;
- Ensure that the proposed governance arrangements support integration of climate priorities and responsibilities into relevant municipal planning, budgeting, infrastructure investment, service delivery, performance management, reporting and implementation processes; and
- Develop practical arrangements and guidance for subsequent operationalisation of the proposed climate governance and institutional accountability system.

Deliverables:

- Climate Governance and Institutional Coordination Framework, including institutional roles, responsibilities, accountability, decision-making arrangements, coordination mechanisms and reporting relationships.
- Municipal Climate Governance, Responsibility and Accountability Matrix, identifying relevant climate governance and implementation responsibilities across municipal Directorates, Units and governance structures, including

	accountability and reporting relationships. • Terms of Reference, Operating Procedures and Governance Documentation for relevant governance structures. • Climate Governance Operationalisation Guidance Note.
COMPONENT 8: Development of the Durban Climate Change Strategy and Climate Action Plan (DCCS 2027/CAP)	The Service Provider shall develop the Durban Climate Change Strategy and Climate Action Plan (DCCS 2027/CAP) as an integrated strategic and implementation framework for the Municipality. The DCCS 2027/CAP shall establish the Municipality's long-term strategic direction for climate change mitigation, adaptation, climate resilience and climate risk management, and provide a coordinated basis for municipal climate action. The DCCS 2027/CAP shall be developed iteratively, translating the outputs of the Climate Needs Assessment, Greenhouse Gas Emissions and Mitigation Assessment, Climate Risk, Vulnerability and Adaptation Assessment, Institutional Climate Governance, Coordination and Capacity Assessment, and stakeholder engagement processes into a structured, evidence-based and implementation-oriented municipal climate response. Scope: The Service Provider shall: • Develop the DCCS 2027/CAP by consolidating and strengthening existing municipal climate strategies, programmes and related climate planning instruments within an integrated strategic and implementation framework; • Establish the Municipality's long-term climate vision, strategic objectives, outcomes and priorities for mitigation, adaptation, climate resilience and climate risk management; • Integrate the quantified mitigation pathways, emissions-reduction trajectories, proposed mitigation targets, sectoral priorities and decarbonisation actions developed through Phase 1; • Integrate and prioritise the proposed adaptation and resilience pathways, climate resilience priorities and climate risk management actions identified through Phase 1; • Establish measurable and time-bound objectives and targets for mitigation, adaptation, climate resilience and climate governance, informed by the evidence, pathways and priorities developed through Phase 1; • Develop a prioritised and time-bound Climate Action Plan specifying priority actions, implementation pathways, responsible and supporting municipal functions, sequencing, dependencies, indicative timeframes, targets, performance measures and implementation requirements; • Integrate the climate governance, institutional responsibility and accountability arrangements developed under Component 7, ensuring that DCCS 2027/CAP priorities and actions are appropriately assigned to responsible municipal Directorates, Units and governance structures; • Establish appropriate linkages between DCCS 2027/CAP objectives, targets and actions and relevant municipal governance, strategic and operational planning, budgeting, investment, infrastructure, service delivery, performance-management and reporting processes to support subsequent institutional mainstreaming and implementation; • Identify appropriate institutional ownership and accountability for implementation of priority climate actions, including

	lead and supporting municipal functions and relevant cross-departmental implementation requirements; • Ensure alignment with the Climate Change Act No. 22 of 2024, relevant national legislation and policy, municipal planning instruments and applicable international climate frameworks and commitments; • Incorporate the outcomes of stakeholder engagement, co-design and technical validation undertaken in accordance with the Cross-Cutting Services and Implementation Support requirements; • Develop appropriate communication, visualisation and presentation materials to support consideration, adoption and implementation of the DCCS 2027/CAP. Deliverables: • Draft Durban Climate Change Strategy and Climate Action Plan (DCCS 2027/CAP). • Final Durban Climate Change Strategy and Climate Action Plan (DCCS 2027/CAP). • Climate Action Implementation and Accountability Matrix, including priority actions, lead and supporting municipal functions, institutional responsibilities, implementation requirements, sequencing, dependencies, timeframes, targets, performance measures and reporting requirements. • Executive Summary and Decision-Maker Brief. • Strategy Communication, Presentation and Visualisation Materials.
COMPONENT 9: Implementation, Monitoring, Reporting and Adaptive Management Systems	The Service Provider shall develop the implementation-support, mainstreaming, monitoring, reporting, data management and adaptive management systems, frameworks and tools required to support the effective implementation, performance monitoring, reporting and continuous improvement of the Durban Climate Change Strategy and Climate Action Plan (DCCS 2027/CAP). The Service Provider shall further develop an integrated municipal climate monitoring, reporting and data management system to enable the Municipality to collect, consolidate, manage, analyse, visualise and report climate-related data and information required for implementation oversight, performance management, decision-making and applicable reporting requirements. Scope: The Service Provider shall: • Develop an integrated DCCS 2027/CAP Implementation and Mainstreaming Framework to support coordinated implementation of the priority actions and implementation arrangements established in the DCCS 2027/CAP; • Operationalise the institutional roles, responsibilities, governance and coordination arrangements established under Component 7 within the implementation, monitoring and reporting systems; • Develop measurable indicators, baselines, performance measures and monitoring arrangements for tracking progress against the objectives, targets and priority actions established in the DCCS 2027/CAP; • Develop monitoring, reporting and adaptive management arrangements to support municipal decision-making,

- implementation oversight, legislative reporting, institutional learning and continuous programme improvement;
- Design and develop an Integrated Municipal Climate Monitoring, Reporting and Data Management System to support the collection, consolidation, storage, management, analysis, visualisation and reporting of climate-related data across relevant municipal departments, systems and programmes;
 - Define the climate data architecture and requirements, including data sources, indicators, baselines, metadata, data ownership and responsibilities, collection frequencies, data flows, validation procedures, quality assurance, access arrangements and reporting requirements;
 - Develop a structured approach for cascading relevant DCCS 2027/CAP objectives, targets, actions and implementation responsibilities into the corporate and departmental performance-management architecture, including relevant Directorate and Unit Key Performance Areas (KPA's), performance indicators, targets, operational plans and reporting arrangements.
 - Develop mechanisms for appropriate integration and interoperability with relevant existing municipal information systems, databases, geographic information systems (GIS), planning systems and performance-management systems;
 - Develop interactive climate dashboards, data visualisation and analytical tools to support monitoring and analysis of greenhouse gas emissions, mitigation, climate risks and vulnerability, adaptation and resilience, DCCS 2027/CAP targets and actions, implementation progress, climate investment and financing, and other relevant climate indicators;
 - Develop appropriate reporting functionality and reporting products to support management and governance reporting, municipal planning and performance reporting, applicable legislative and policy reporting requirements, public climate reporting where appropriate, and other relevant municipal information requirements;
 - Develop structured approaches, tools and guidance for mainstreaming climate priorities into municipal planning, budgeting, infrastructure planning and investment, performance management, reporting and operational processes;
 - Define the institutional, technical, capacity, data and operational requirements necessary for the effective operation, administration, maintenance and updating of the monitoring and data management system;
 - Develop appropriate data governance, user access, quality assurance, system administration, maintenance, updating and continuity arrangements to support long-term municipal ownership and use of the system;
 - Develop appropriate technical documentation, user guidance and training requirements to enable relevant municipal officials to operate, maintain, update and use the system and its outputs;
 - Identify implementation-support measures required to address implementation barriers and sustain long-term climate action delivery; and
 - Ensure alignment with applicable legislative and policy requirements, including the Climate Change Act No. 22 of 2024, relevant national climate monitoring and reporting requirements and applicable international climate reporting frameworks and commitments.

Deliverables:

	• DCCS 2027/CAP Implementation and Mainstreaming Framework, including implementation-support arrangements and mechanisms for integration into relevant municipal planning, budgeting, investment, infrastructure, performance management and operational processes. • Climate Monitoring, Reporting and Adaptive Management Framework, including indicators, baselines, performance measures, monitoring and reporting arrangements, review mechanisms and adaptive management processes. • Climate Data Management and Reporting Framework, including data governance, data architecture, data sources, ownership and responsibilities, collection and validation protocols, quality assurance, information flows, reporting requirements and system administration arrangements. • Integrated Municipal Climate Monitoring, Reporting and Data Management System, including appropriate data integration and management functionality, analytical tools, interactive dashboards, data visualisations and reporting functionality. • Climate Performance Mainstreaming and Accountability Framework, including a Directorate/Unit Climate Responsibility and Performance Matrix identifying relevant DCCS 2027/CAP objectives and actions, responsible municipal functions, applicable KPAs, indicators, targets, reporting responsibilities and accountability arrangements. • Climate Monitoring and Reporting Dashboard Suite, providing appropriate visualisation of key climate indicators, targets, trends, risks, actions and implementation performance for municipal decision-making and reporting. • System Technical Documentation, User Guidance and Administration Procedures, including requirements for operation, maintenance, updating, data management and system continuity.
COMPONENT 10: Climate Investment, Financing and Resource Mobilisation Framework	The Service Provider shall develop a Climate Investment, Financing and Resource Mobilisation Framework to support implementation of the Durban Climate Change Strategy and Climate Action Plan (DCCS 2027/CAP), strengthen investment readiness and enable the mobilisation of financial resources required to implement priority climate actions. Scope: The Service Provider shall: • Identify and prioritise climate programmes, projects and investment opportunities arising from the DCCS 2027/CAP; • Develop a prioritised climate investment pipeline, including indicative project sequencing, implementation readiness and strategic investment priorities; • Estimate indicative capital and operational investment requirements for priority climate programmes and projects; • Assess existing and potential financing mechanisms, funding opportunities and resource-mobilisation pathways, including municipal, national, international, public, private and blended-finance opportunities; • Identify barriers and opportunities relating to project preparation, institutional readiness, investment readiness and development of bankable climate projects; • Develop appropriate climate finance and resource-mobilisation approaches to support implementation of priority climate actions and long-term programme sustainability;

- Develop recommendations to strengthen integration of climate investment planning within municipal budgeting, infrastructure investment, capital planning and climate-budgeting processes;
- Identify opportunities to progress priority climate projects towards financing and implementation; and
- Identify strategic partnerships and collaboration opportunities with government, development finance institutions, the private sector, academia, civil society and other relevant partners.

Deliverables:

- Climate Investment, Financing and Resource Mobilisation Framework.
- Prioritised Climate Investment Pipeline.
- Climate Investment Readiness and Project Preparation Framework.
- Climate Investment Prospectus.

PHASE 3: IMPLEMENTATION SYSTEMS OPERATIONALISATION AND INSTITUTIONAL INTEGRATION

Phase 3 shall operationalise, embed and strengthen the governance, implementation, monitoring, reporting, data management and climate investment arrangements developed during Phase 2 and integrate these within relevant municipal systems and business processes.

The phase shall focus on:

- Operationalising the DCCS 2027/CAP Implementation and Mainstreaming Framework and climate governance arrangements;
- Embedding climate priorities within relevant municipal planning, budgeting, infrastructure investment, service delivery, performance management and operational processes;
- Strengthening institutional coordination, accountability and cross-departmental implementation of priority climate actions;
- Operationalising the Integrated Municipal Climate Monitoring, Reporting and Data Management System, including associated data processes, dashboards, analytical and reporting functionality;
- Operationalising climate investment, financing and resource mobilisation arrangements and progressing priority climate initiatives towards investment readiness and financing; and
- Strengthening organisational readiness and institutional capability to support sustained implementation of the DCCS 2027/CAP.

Note: Cross-cutting stakeholder engagement, technical assistance, coordination and implementation support shall be undertaken in accordance with the Cross-Cutting Services and Implementation Support requirements of this Scope of Work.

COMPONENT 11:**Implementation Support, Institutional Integration and Governance Coordination**

The Service Provider shall support the operationalisation and institutional integration of the DCCS 2027/CAP, associated implementation arrangements and climate governance systems across relevant municipal Directorates, Units and functions, with particular emphasis on strengthening institutional accountability and mainstreaming climate responsibilities into municipal planning, budgeting, performance management and reporting processes.

Scope:

The Service Provider shall:

	• Support operationalisation of the DCCS 2027/CAP Implementation and Mainstreaming Framework across relevant municipal Directorates, Units and functions; • Support implementation and operationalisation of the Climate Governance and Institutional Coordination Framework, including governance arrangements, institutional roles, accountability, reporting relationships and coordination mechanisms; • Facilitate cross-departmental coordination to strengthen integrated planning, implementation and accountability for priority climate actions; • Support mainstreaming of climate priorities, actions and responsibilities within relevant municipal planning, budgeting, infrastructure investment, service delivery, performance-management and operational processes; • Support relevant Directorates and Departments to translate and integrate their DCCS 2027/CAP responsibilities into appropriate strategic and operational plans, Key Performance Areas (KPA's), performance indicators, targets, budgets and implementation arrangements; • Support the cascading of climate-related institutional responsibilities into appropriate organisational and individual performance-management arrangements, where applicable and within the Municipality's approved performance-management framework; • Support alignment between DCCS 2027/CAP implementation reporting and the Municipality's corporate, Directorate and Unit performance-management and reporting processes; • Provide technical support to the Project Steering Committee and other relevant municipal governance structures to support implementation oversight, coordination, decision-making and resolution of implementation challenges; • Provide technical advice and implementation support to relevant municipal Directorates and Departments responsible for delivery of priority climate actions identified in the DCCS 2027/CAP; and • Identify implementation constraints, institutional barriers, accountability gaps and emerging requirements and support the development of appropriate corrective, coordination and implementation responses. Deliverables: • Climate Implementation Support and Institutional Integration Reports. • Quarterly Climate Implementation Progress Reports. • Directorate and Unit Climate Mainstreaming, Accountability and Performance Integration Plans/Matrix, identifying relevant climate responsibilities, priority actions, responsible Directorates and Departments, KPAs, performance indicators, targets, implementation requirements and reporting and accountability arrangements. • Project Steering Committee and governance-support documentation, as required. • Annual Implementation Review and Recommendations Report.
COMPONENT 12: Operationalisation of Climate Monitoring,	The Service Provider shall support the Municipality in operationalising, testing, refining and embedding the climate monitoring, reporting, data management and adaptive management systems developed during Phase 2 to enable effective

Reporting and Adaptive Management Systems	implementation oversight, institutional accountability, performance monitoring, legislative reporting, evidence-based decision-making and continuous improvement of the DCCS 2027/CAP. The Service Provider shall operationalise the Integrated Municipal Climate Monitoring, Reporting and Data Management System and associated dashboards, analytical tools and reporting functionality across relevant municipal Directorates, Units and governance structures, including mechanisms for monitoring climate responsibilities and performance integrated into municipal planning and performance-management processes. Scope: The Service Provider shall: • Operationalise the Climate Monitoring, Reporting and Adaptive Management Framework and associated monitoring and reporting arrangements across relevant municipal Directorates, Units and governance structures; • Operationalise, test and refine the Integrated Municipal Climate Monitoring, Reporting and Data Management System developed during Phase 2; • Establish and support operational processes for the collection, consolidation, validation, quality assurance, storage, management, analysis, visualisation and reporting of climate-related data; • Support the monitoring and reporting of climate-related Directorate and Unit responsibilities, KPAs, performance indicators and targets established and integrated through the DCCS 2027/CAP implementation, mainstreaming and performance-integration arrangements; • Integrate and monitor relevant DCCS 2027/CAP indicators, baselines, targets, actions and reporting requirements within applicable municipal planning, performance-management and organisational reporting systems; • Support the monitoring and reporting of climate-related Directorate and Unit responsibilities, KPAs, performance indicators and targets established through the climate mainstreaming and performance-integration arrangements under Component 11; • Establish appropriate mechanisms for tracking institutional responsibility, implementation progress and performance against priority DCCS 2027/CAP actions, targets and performance measures across responsible Directorates and Departments; • Operationalise and refine climate dashboards, data visualisation and analytical tools to support monitoring of greenhouse gas emissions, mitigation, climate risks and vulnerability, adaptation and resilience, DCCS 2027/CAP targets and actions, institutional responsibilities, Directorate and Unit implementation performance, climate investment and financing, and other relevant climate indicators; • Support appropriate integration and interoperability with relevant existing municipal information systems, databases, GIS platforms, planning systems and performance-management systems; • Operationalise climate reporting arrangements to support applicable legislative and policy requirements, municipal governance and performance reporting, management reporting and relevant national and international climate
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	reporting requirements; • Establish practical processes for using monitoring and reporting information to support performance review, accountability, implementation oversight, corrective action, adaptive management, institutional learning and evidence-based decision-making; • Test and refine data governance, data ownership, access, quality assurance, system administration, maintenance and updating arrangements; • Identify data gaps, performance-information gaps, system limitations and operational constraints and support appropriate corrective and system-improvement measures; and • Provide technical support, user guidance, training and knowledge transfer to relevant municipal officials to strengthen institutional ownership and long-term operation and sustainability of the system. Deliverables: • Operational Integrated Municipal Climate Monitoring, Reporting and Data Management System, populated with relevant available data and embedded within appropriate municipal planning, performance-monitoring and reporting processes. • Operational Climate Monitoring and Performance Dashboard Suite, including agreed climate indicators, baselines, targets, trends, DCCS 2027/CAP implementation progress, Directorate and Unit responsibilities and performance, analytical outputs and implementation-performance visualisations. • Climate Data Management and Reporting Protocol, including operational data collection, validation, quality assurance, ownership, management and reporting procedures. • Climate Performance and Accountability Reporting Matrix, linking relevant DCCS 2027/CAP objectives, actions, targets and performance measures to responsible Directorates and Departments, applicable KPAs and performance indicators, data sources, data ownership, reporting responsibilities, reporting frequency and performance status. • Standard Operating Procedures for Climate Monitoring, Data Management and Reporting. • Climate Monitoring, Reporting and Adaptive Management Guidance Manual. • System Testing, Integration and Operationalisation Reports, including identified data and performance-information gaps, system limitations, corrective actions and recommendations for continuous improvement. • User Training and Knowledge Transfer Materials for relevant municipal officials.
COMPONENT 13: Operationalisation of Climate Investment and Financing Arrangements	The Service Provider shall support the Municipality in operationalising the Climate Investment, Financing and Resource Mobilisation Framework and progressing priority climate actions and projects towards investment readiness, financing and implementation. Scope The Service Provider shall: • Operationalise the prioritised Climate Investment Pipeline developed during Phase 2 and support its ongoing review

	and refinement; • Assess and progressively strengthen the investment readiness of priority climate programmes and projects; • Support the preparation and packaging of priority climate initiatives to improve their suitability for relevant funding, financing and investment opportunities; • Identify and assess appropriate municipal, national, international, public, private and blended-finance opportunities for priority climate actions; • Support the matching of priority climate programmes and projects with appropriate funding and financing mechanisms; • Provide technical support for the preparation of relevant funding proposals, investment concepts, project documentation and supporting information, as appropriate; • Support engagement with relevant government institutions, development finance institutions, climate funds, private-sector partners and other potential financing and implementation partners; • Support integration of climate investment priorities into relevant municipal budgeting, capital planning, infrastructure investment and resource-allocation processes; • Monitor progress of the Climate Investment Pipeline and identify constraints, opportunities and actions required to advance priority projects towards financing and implementation. Deliverables • Updated and operational Climate Investment Pipeline. • Climate Project Investment Readiness Assessments. • Priority Climate Project / Investment Concept Packages, as appropriate. • Climate Funding and Financing Opportunity Matching Reports. • Funding, financing and investment-support documentation, as required. • Climate Investment and Resource Mobilisation Progress Reports.
PHASE 4: IMPLEMENTATION ACCELERATION, INSTITUTIONAL CAPABILITY AND PROGRAMME STRENGTHENING Phase 4 shall strengthen the Municipality's institutional, technical and organisational capability to apply, manage and sustain the governance, implementation, monitoring, reporting, data management and climate investment systems operationalised during Phase 3, while supporting accelerated and sustained delivery of the DCCS 2027/CAP. The phase shall focus on: • Strengthening institutional and organisational capability for sustained implementation of the DCCS 2027/CAP; • Building municipal knowledge, skills and practical capability through targeted capacity development, mentoring, coaching and knowledge transfer; • Strengthening the capability of relevant municipal personnel to operate, manage and apply the governance, implementation, monitoring, reporting, data management and climate investment systems established under the assignment; • Strengthening strategic partnerships and collaborative arrangements that support climate implementation, investment, innovation, technical cooperation and resource mobilisation;	

- Strengthening climate communication and awareness to support institutional uptake, stakeholder participation and implementation of the DCCS 2027/CAP; and
- Supporting practical application and progressive strengthening of the systems, tools and institutional arrangements established under the assignment.

COMPONENT 14:**Institutional Capability Development,
Knowledge Transfer and Capacity Building**

The Service Provider shall develop and implement a structured institutional capability development, knowledge-transfer and capacity-building programme to strengthen the Municipality's ability to implement, manage and sustain the DCCS 2027/CAP and associated governance, implementation, monitoring, reporting, data management and climate investment systems beyond the duration of the assignment.

Scope

The Service Provider shall:

- Assess institutional, technical and organisational capacity and capability requirements across relevant municipal departments, governance structures and personnel;
- Develop and implement an Institutional Capability Development and Capacity Building Plan informed by identified needs and the systems established under the assignment;
- Design and deliver targeted capacity-development interventions for relevant political leadership, management, programme owners, technical officials and other municipal personnel;
- Provide appropriate training on climate governance, implementation, monitoring, reporting, data management, adaptive management, mitigation, adaptation, climate resilience, climate risk management, climate investment and finance;
- Provide practical training and support for the effective use and administration of relevant systems, tools, dashboards, data and reporting arrangements developed under the assignment;
- Provide mentoring, coaching and practical knowledge transfer to officials responsible for implementation of the DCCS 2027/CAP and associated systems;
- Develop appropriate operational guidance, user manuals, standard operating procedures and knowledge resources to support sustained municipal application of the systems and tools developed under the assignment;
- Strengthen institutional capability for climate governance, programme management, interdepartmental coordination, implementation oversight and evidence-based decision-making; and
- Establish appropriate mechanisms for knowledge sharing and dissemination of good practice across relevant municipal departments and governance structures.

Deliverables

- Climate Capacity and Capability Needs Assessment.
- Institutional Capability Development and Capacity Building Plan.
- Capacity-development, training and learning materials and resources.
- Training, mentoring and capacity-development records and effectiveness assessments.

	- Operational guidance, user documentation and knowledge resources. - Institutional Capability Development and Knowledge Transfer Report.
COMPONENT 15: Strategic Climate Partnerships and Collaborative Implementation	The Service Provider shall support the development, activation and strengthening of strategic partnerships and collaborative arrangements required to advance implementation of the DCCS 2027/CAP and priority climate programmes and projects. Scope The Service Provider shall: - Build upon the stakeholder mapping, engagement and partnership opportunities identified during preceding phases; - Develop a Climate Partnerships Framework and Partnership Development Plan to guide strategic collaboration in support of the DCCS 2027/CAP; - Identify, develop and strengthen partnerships with relevant government institutions, state-owned entities, research and academic institutions, development partners, the private sector, civil society, communities and other strategic partners; - Identify partnership opportunities that support climate investment and finance, technical cooperation, research, innovation, capacity development, knowledge exchange and programme implementation; - Support the development and activation of collaborative implementation arrangements for priority climate programmes and projects; - Define appropriate partnership governance principles, roles, responsibilities and coordination arrangements; - Support appropriate partnership agreements, collaborative arrangements or other instruments required to facilitate implementation, where applicable; and - Support mechanisms for maintaining and strengthening strategic partnerships beyond the duration of the assignment. Deliverables - Climate Partnerships Framework and Partnership Development Plan. - Partnership governance and collaborative implementation arrangements. - Partnership implementation and coordination resources and supporting documentation, as appropriate. - Strategic Climate Partnerships Report documenting partnership development, collaborative initiatives, implementation progress and recommendations for sustaining priority partnerships.
COMPONENT 16: Climate Change Communication and Awareness Framework	The Service Provider shall develop and support implementation of a Climate Change Communication and Awareness Framework to strengthen understanding, institutional uptake, stakeholder participation and sustained implementation of the DCCS 2027/CAP. Scope

The Service Provider shall:

- Develop a Climate Change Communication and Awareness Framework aligned with the DCCS 2027/CAP;
- Identify key internal and external audiences, communication objectives, information needs and key messages;
- Develop communication approaches appropriate to relevant audiences, including political leadership, municipal officials, communities, business, civil society, academia and other strategic stakeholders;
- Develop a Communication and Awareness Implementation Plan, including appropriate communication channels, products, responsibilities, sequencing and indicative timeframes;
- Develop appropriate communication materials, templates, visual products and resources to support climate communication and awareness;
- Support implementation of priority communication and awareness activities during the Contract period;
- Provide guidance for integrating climate communication into relevant existing municipal communication, stakeholder-engagement and public-participation processes;
- Support communication of DCCS 2027/CAP priorities, progress, achievements and relevant climate information to appropriate internal and external audiences; and
- Develop and apply appropriate measures for monitoring and evaluating the effectiveness of climate communication and awareness activities.

Deliverables

- Climate Change Communication and Awareness Framework.
- Communication and Awareness Implementation Plan.
- Stakeholder / Audience Communication Matrix.
- Climate Communication Toolkit and supporting materials.
- Priority Climate Communication and Awareness Products and Activities.
- Communication Monitoring and Evaluation Framework.
- Climate Communication and Awareness Implementation Report.

PHASE 5: INSTITUTIONALISATION, CONTINUOUS IMPROVEMENT AND TRANSITION

Phase 5 shall consolidate and institutionalise the governance, implementation, monitoring, reporting, data management, climate investment and knowledge-management arrangements established during the preceding phases and support their structured transition to long-term municipal ownership and sustained implementation.

The phase shall focus on:

- Embedding knowledge management, organisational learning and continuous improvement within relevant municipal systems and processes;
- Consolidating the knowledge, tools, systems, documentation and institutional arrangements developed through the assignment;
- Using implementation experience, monitoring and performance information to identify lessons, improvements and future priorities;
- Strengthening institutional memory and mechanisms for the retention, sharing and application of climate knowledge;

- Supporting the structured handover and transition of systems, tools, documentation and responsibilities to relevant municipal structures; and
- Undertaking a final programme review and developing recommendations for continued implementation, periodic review and future updating of the DCCS 2027/CAP.

COMPONENT 17:

**Climate Knowledge Management,
Organisational Learning and Continuous
Improvement**

The Service Provider shall establish and institutionalise arrangements for the systematic capture, management, retention, sharing and application of climate knowledge and implementation experience to strengthen institutional memory, evidence-based decision-making, organisational learning and continuous improvement of the DCCS 2027/CAP.

Scope

The Service Provider shall:

- Develop a Climate Knowledge Management and Organisational Learning Framework to support institutional learning, knowledge retention and continuous improvement;
- Establish appropriate processes, protocols and governance arrangements for capturing, organising, maintaining, sharing and accessing climate-related information, documentation, knowledge products and implementation experience;
- Establish processes for documenting lessons learned, good practices, case studies, implementation experience, challenges and innovations arising from implementation of climate programmes and projects;
- Establish mechanisms for knowledge sharing, peer learning and collaboration across relevant municipal departments, governance structures and strategic partners;
- Develop appropriate knowledge products, including technical guidance notes, case studies, briefing notes, implementation summaries and good-practice documentation;
- Support integration of climate knowledge-management arrangements with relevant municipal information-management, digital, monitoring and reporting systems;
- Establish processes for systematically using monitoring, reporting, evaluation and implementation experience to inform adaptive management, programme improvement and future climate planning;
- Develop recommendations to strengthen institutional memory, knowledge retention and succession arrangements for long-term climate governance and implementation;
- Document and synthesise the key strategic, governance, institutional and implementation lessons arising from development and implementation of the DCCS 2027/CAP; and
- Prepare an academic paper examining the development, governance and implementation of the DCCS 2027/CAP and the Municipality's broader climate governance experience, drawing on relevant evidence and lessons generated through the assignment.

Deliverables

- Climate Knowledge Management and Organisational Learning Framework.

	• Climate Knowledge Management Guidelines and Operational Protocols. • Climate knowledge products, including case studies, lessons learned, technical guidance and implementation summaries. • Knowledge Sharing and Organisational Learning Plan. • Continuous Improvement and Organisational Learning Report. • Academic Paper on Municipal Climate Strategy, Governance and Implementation, prepared to peer-review standard and submitted to an appropriate peer-reviewed academic journal.
COMPONENT 18: Programme Consolidation, Institutional Transition and Sustainability Support	The Service Provider shall consolidate the outputs, systems, institutional arrangements and knowledge developed under the assignment and facilitate their structured transition to relevant municipal structures to support long-term ownership, operational continuity and sustained implementation of the DCCS 2027/CAP. Scope The Service Provider shall: • Consolidate the strategies, frameworks, systems, implementation tools, guidance documents, governance documentation, data and monitoring resources, knowledge products and supporting materials developed during the assignment into an integrated programme documentation package; • Undertake a final technical and operational review to confirm the completeness, consistency, functionality and readiness of assignment outputs and systems; • Document key achievements, implementation progress, implementation experience, lessons learned, good practices, outstanding challenges and recommendations for continued implementation; • Support the structured transition and handover of governance, implementation, monitoring, reporting, data management, climate investment and knowledge-management systems, together with associated documentation, tools and responsibilities, to relevant municipal structures; • Confirm institutional ownership, roles and responsibilities for the continued operation, maintenance and updating of relevant systems, tools, frameworks and implementation arrangements; • Undertake appropriate handover, transition and close-out sessions with relevant municipal officials and governance structures; • Confirm outstanding actions, responsibilities, implementation priorities and matters requiring continuation beyond the Contract period; • Assess requirements for continued institutional, technical, financial and operational support following completion of the assignment; and • Develop recommendations for continued implementation, periodic review and future updating of the DCCS 2027/CAP and associated systems and arrangements.

Deliverables

- Final Programme Implementation and Consolidation Report.
- Consolidated Programme Documentation and Knowledge Package.
- System User Guides, Operational Manuals and Transition Documentation.
- Final Technical, System and Institutional Readiness Report.
- Handover, Close-Out and Transition Records and Presentation.
- Institutional Transition and Sustainability Report, including institutional responsibilities, outstanding actions, continuation requirements and recommendations for sustained implementation and future review.
- DCCS 2027/CAP Post-Contract Implementation and Sustainability Roadmap, identifying priority actions, responsible municipal functions, outstanding activities, key milestones, system maintenance and updating requirements, institutional responsibilities and priority implementation requirements following completion of the Contract.

7.3 CROSS-CUTTING SERVICES AND IMPLEMENTATION SUPPORT

The following services shall apply across the five project phases and shall be integrated into the Tenderer's Methodology, Project Plan, resource allocation and delivery programme, as appropriate to the requirements of the assignment.

7.3.1 Stakeholder Engagement, Co-Design and Technical Validation

The Service Provider shall undertake appropriate and inclusive stakeholder engagement throughout the assignment to support the development, validation, implementation and institutionalisation of the DCCS 2027/CAP and associated outputs.

The Service Provider shall:

- Build upon the stakeholder identification, analysis and mapping undertaken during Phase 1;
- Engage relevant municipal departments, governance structures, government institutions, business, academia, civil society, communities and other stakeholders relevant to the Scope of Work;
- Facilitate appropriate consultation, co-design, technical review and validation of key project outputs;
- Ensure appropriate participation of vulnerable, underrepresented and affected stakeholder groups;
- Document material stakeholder inputs and demonstrate how these have been considered in relevant project outputs;
- Support ongoing stakeholder communication, collaboration and partnership development required for implementation.

Note: The nature, timing, sequencing and methods of stakeholder engagement shall be proposed by the Tenderer through its Methodology and Project Plan and agreed with the Employer during implementation.

Deliverables:

- Stakeholder Engagement Plan.
- Stakeholder and Consultation Register.

- Stakeholder Consultation and Technical Validation Reports, as applicable.
- Record of material stakeholder comments and responses.
- Stakeholder Engagement Summary for inclusion in the DCCS 2027/CAP.

7.3.2 Technical, Governance, Secretariat and Implementation Support

The Service Provider shall provide ongoing technical, governance, secretariat, coordination and implementation support throughout the Contract period to support the development, operationalisation, implementation and institutionalisation of the DCCS 2027/CAP and associated systems and arrangements.

The Service Provider shall, as appropriate:

- Provide technical advice and implementation support to relevant municipal departments, governance structures and climate programmes;
- Provide ongoing secretariat and technical support to the Project Steering Committee and other relevant municipal climate governance and coordination structures;
- Support the planning, coordination and administration of relevant governance and technical meetings, including the preparation of agendas, presentations, meeting documentation, minutes and action registers;
- Provide technical inputs and supporting information to facilitate informed discussion, decision-making and implementation oversight;
- Track agreed actions, responsibilities and implementation matters and support appropriate follow-up;
- Support implementation and operationalisation of the DCCS 2027/CAP and associated frameworks, systems, tools and priority actions;
- Support integration of climate priorities into relevant municipal planning, budgeting, investment, performance management and implementation processes;
- Assist with the identification and resolution of technical, institutional and coordination barriers affecting implementation;
- Support monitoring, reporting, review and adaptive management of climate actions and implementation progress;
- Support institutional capability development and knowledge transfer in accordance with the relevant project phases;
- Provide appropriate implementation, transition and handover support to strengthen the Municipality's capacity to sustain climate action beyond the Contract period.

Deliverables

- Governance and meeting documentation, including agendas, presentations, minutes and action registers, as required.
- Technical advice, implementation-support documentation and guidance, as required.
- Implementation, coordination and progress-support documentation required under the relevant project phases.

SECTION 8: BILL OF QUANTITIES / SCHEDULE OF RATES / ACTIVITIES

Tenderers shall complete the Activity/Pricing Schedule in accordance with the Scope of Work, project phases, proposed Methodology and Project Plan.

Prices shall include all costs necessary to complete the relevant Services and deliverables. Project Management and Contract Administration, together with the Cross-Cutting Services and Implementation Support specified in Section 7.3, shall be priced under General and Cross-Cutting Costs. All other costs shall be included in the applicable project activity prices and shall not be duplicated elsewhere in the pricing submission.

Any item not separately priced shall be deemed to be included elsewhere in the Tender Sum. All prices shall be stated in South African Rand (R), excluding VAT.

Activity / Pricing Schedule

BILL OF QUANTITIES		
<u>Item</u>	<u>Description</u>	<u>Amount</u>
Phase 1:	Inception, Assessment and Strategic Review	R
Phase 2:	Climate Strategy and Action Planning	R
Phase 3:	Implementation Systems Operationalisation and Institutional Integration	R
Phase 4:	Implementation Acceleration, Institutional Capability and Programme Strengthening	R
Phase 5:	Institutionalisation, Continuous Improvement and Transition	R
General and Cross-Cutting Costs	Project Management, Contract Administration and Cross-Cutting Services and Implementation Support	R
TOTAL EXCLUDING VAT		R
VAT		R
TOTAL INCLUDING VAT (carried forward to the Tender Form)		R

DETAILED PRICING BREAKDOWN

PHASE 1: INCEPTION, ASSESSMENT AND STRATEGIC REVIEW		
Item	Activity Description	Amount Excl. Vat
1.1	Strategic Climate Alignment and Baseline Assessment	R
1.2	Review of Existing Climate Strategies and Programmes	R
1.3	Greenhouse Gas Emissions, Mitigation Planning and Decarbonisation Pathways	R
1.4	Climate Risk and Vulnerability Assessment	R
1.5	Stakeholder Identification, Analysis and Mapping	R
1.6	Institutional Climate Governance, Coordination and Capacity Assessment	R
Subtotal - Phase 1		R
PHASE 2: CLIMATE STRATEGY AND ACTION PLANNING		
Item	Activity Description	Amount Excl. Vat
2.1	Climate Governance System Design and Institutional Strengthening	R
2.2	Development of the Durban Climate Change Strategy and Climate Action Plan (DCCS 2027/CAP)	R
2.3	Implementation, Monitoring, Reporting and Adaptive Management Systems	R
2.4	Climate Investment, Financing and Resource Mobilisation Framework	R
Subtotal - Phase 2		R

PHASE 3: IMPLEMENTATION SYSTEMS OPERATIONALISATION AND INSTITUTIONAL INTEGRATION		
Item	Activity Description	Amount Excl. Vat
3.1	Implementation Support, Institutional Integration and Governance Coordination	R
3.2	Operationalisation of Climate Monitoring, Reporting and Adaptive Management Systems	R
3.3	Operationalisation of Climate Investment and Financing Arrangements	R
Subtotal - Phase 3		R
PHASE 4: IMPLEMENTATION ACCELERATION, INSTITUTIONAL CAPABILITY AND PROGRAMME STRENGTHENING		
Item	Activity Description	Amount Excl. Vat
4.1	Institutional Capability Development, Knowledge Transfer and Capacity Building	R
4.2	Strategic Climate Partnerships and Collaborative Implementation	R
4.3	Climate Change Communication and Awareness Framework	R
Subtotal - Phase 4		R
PHASE 5: INSTITUTIONALISATION, CONTINUOUS IMPROVEMENT AND TRANSITION		
Item	Activity Description	Amount Excl. Vat
5.1	Climate Knowledge Management, Organisational Learning and Continuous Improvement	R
5.2	Programme Consolidation, Institutional Transition and Sustainability Support	R
Subtotal - Phase 5		R
GENERAL AND CROSS-CUTTING COSTS		
Item	Description	Amount Excl. Vat
G1	Project Management and Contract Administration	R
G2	Stakeholder Engagement, Co-Design and Technical Validation (Section 7.3.1)	R
G3	Technical, Governance, Secretariat and Implementation Support (Section 7.3.2)	R
Subtotal - General and Cross-Cutting Costs		R

SECTION 9: OFFICIAL TENDER FORM

Part A: OFFER BY TENDERER - In response to **Tender Number : 35990-7U** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

QUOTATION PRICE EXCLUSIVE OF VAT	VAT AMOUNT	QUOTATION PRICE INCLUSIVE OF VAT
R	R	* R
* AMOUNT IN WORDS (incl. VAT):		
.....		

I / We hereby agree that this tender will hold good and remain open for acceptance as specified in the Conditions of Tender or during such other period as may be specified in the Special Conditions of Tender.

eThekwini Vendor Portal Registration Number:

PR

C.S.D Registration Number:

MAAA

S.A.R.S Pin Number:

Completion of the following is compulsory. Failure to declare the following will invalidate your offer.

Declaration of Interest

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?					☐ Yes	☐ No
Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months?					☐ Yes	☐ No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship		
Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below					☐ Yes	☐ No
Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship		

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

* Signature :

* Name (capitals):

Date:

Capacity:

* Name of Business:

Tel:

Address:

Fax:

* Denotes Mandatory Information

Failure to complete the Mandatory Information and sign this Tender Form will invalidate the tender

Part B: ACCEPTANCE BY PURCHASER - The Purchaser, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

Signature:

Name (capitals):

Date:

Capacity:

SECTION 10: ANNEXURES

10.1 DURBAN CLIMATE CHANGE STRATEGY (2022)

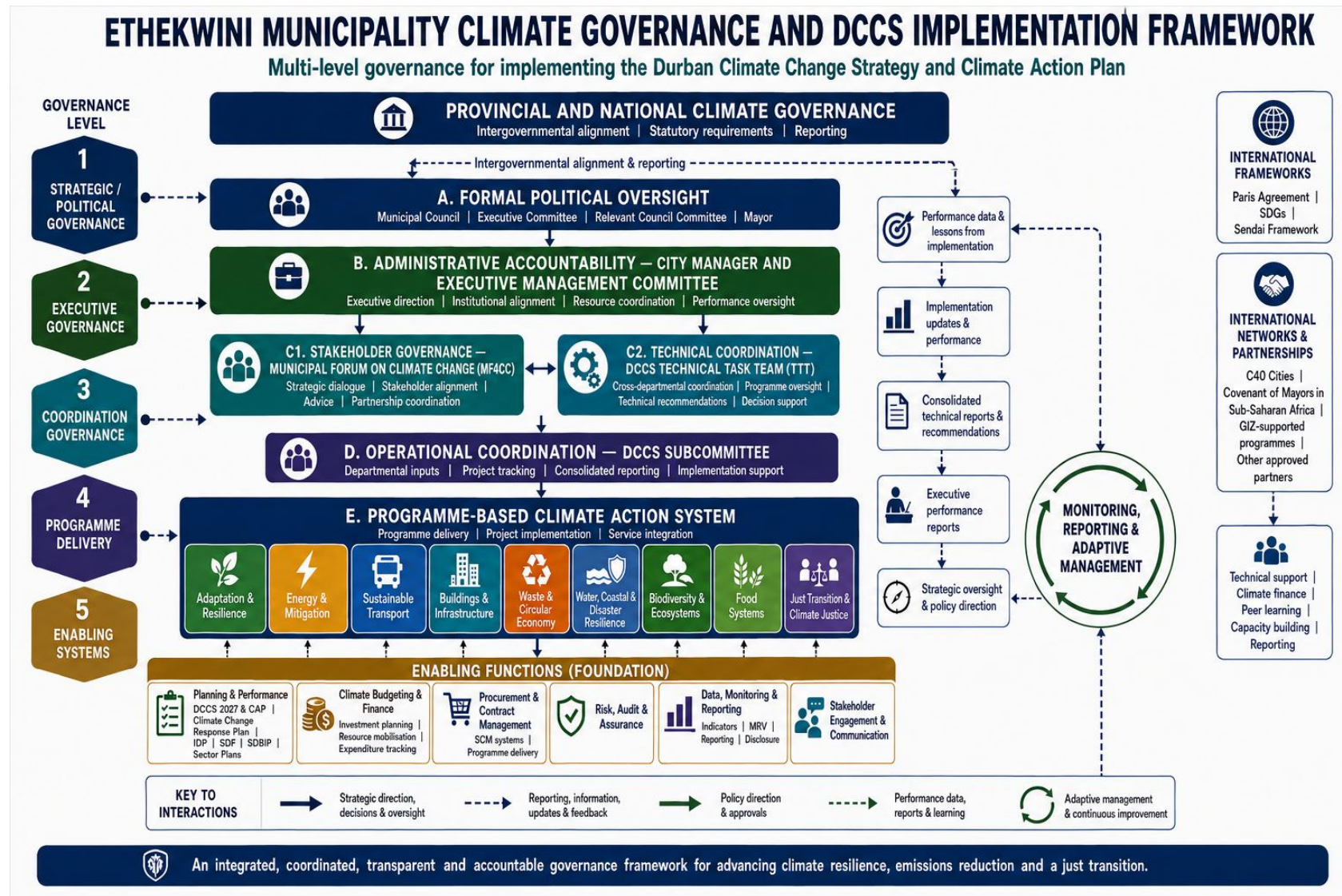
Durban Climate Change Strategy (2022): The Municipality's overarching strategic framework for mainstreaming climate change adaptation and mitigation across planning, governance and service delivery, providing the long-term policy and institutional foundation for implementing climate resilience and low-carbon development objectives.

10.2 DURBAN CLIMATE ACTION PLAN (2019)

Durban Climate Action Plan (2019): A Paris Agreement-aligned, 1.5°C-compatible strategic action plan adopted by eThekweni Municipality to guide transformative mitigation and adaptation action towards net-zero emissions and climate resilience by 2050, structured around priority sectors and integrated implementation pathways.

10.3 MUNICIPAL CLIMATE GOVERNANCE FRAMEWORK

This Figure illustrates the multi-level institutional architecture through which Durban's climate governance is coordinated, linking political oversight, executive decision-making, technical coordination, programme implementation and adaptive monitoring through nested feedback relationships.



10.4 THE ETHEKWINI MUNICIPALITY'S CLIMATE CHANGE PORTAL

eThekwini Municipality's Climate Change Portal: An online knowledge and information platform providing access to local climate change information, policy frameworks, strategies and implementation resources. The portal serves as a public interface for communicating Durban's climate response and hosts key strategic instruments, including the Durban Climate Change Strategy (DCCS), the Durban Climate Action Plan.