



CLUSTER

Human Settlements, Engineering, and Transport Authority

UNIT

Transversal

DEPARTMENT

Office of the DCM: HSET

PROCUREMENT DOCUMENT

PROFESSIONAL SERVICES

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

Contract No: 1S-28729

Contract Title: PROFESSIONAL SERVICES PROVIDERS FOR THE DESIGN AND PROJECT MANAGEMENT OF COMMUNITY INFRASTRUCTURE PROJECTS IN THE ETHEKWINI REGION

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: Compulsory clarification meeting

Meeting Location, Date, Time: 30 Archie Gumede Place, ETA Building 2nd Floor Boardroom 213 on 07 March 2024 at 10h00

**Queries can be addressed to: [Nkanyiso Manyathi](#)
Tel: 031-322 9388
The Employer's Agent's: [eMail: Nkanyiso.manyathi@durban.gov.za](mailto:Nkanyiso.manyathi@durban.gov.za). Email queries to be
Representative: submitted by 19 March 2024 and consolidated answers to questions will be uploaded by 26 March 2024**

TENDER SUBMISSION

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

Closing Date/ Time: Friday, 05 April 2024 at 11h00

FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: Office of the DCM: HSET

Date of Issue: 01/03/2024

Document Version : 14/03/2023

FOR OFFICIAL USE ONLY

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

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PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

PROFESSIONAL SERVICES PROVIDERS FOR THE DESIGN AND PROJECT MANAGEMENT OF COMMUNITY INFRASTRUCTURE PROJECTS IN THE ETHEKWINI REGION

Subject	Description	Tender Data Ref.
Employer	The Employer is the eThekweni Municipality as represented by: Deputy Head: Office of the DCM: HSET	F.1.1.1
Tender Documents	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the National Treasury's eTenders website or the eThekweni Municipality's Website . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.	F.1.2
Clarification Meeting	30 Archie Gumede Place, ETA Building 2nd Floor Boardroom 213 on 07 March 2024 at 10h00	F.2.7
Seek Clarification	Queries relating to these documents shall be answered on the 25 th of October 2023, during the clarification meeting. The Employer's Agent's Representative contact details are: Nkanyiso Manyathi Tel: 031-322 9388 eMail: Nkanyiso.manyathi@durban.gov.za. Email queries to be submitted by 19 March 2024 and consolidated answers to questions will be uploaded by 26 March 2024	F.2.8
Submitting a Tender Offer	Tender offers shall be delivered to: The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban	F.2.13
Closing Time	Tender offers shall be delivered on or before Friday, 05 April 2024 at or before 11h00 .	F.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

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

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

T1.2.2 TENDER DATA

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

F.1: GENERAL

F.1.1 The employer: The Employer for this Contract is the eThekweni Municipality as represented by: Deputy Head: **Office of the DCM: HSET**

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

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

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

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

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

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

Nkanyiso Manyathi

Tel: 031-322 9388

eMail: Nkanyiso.manyathi@durban.gov.za. Email queries to be submitted by 19 March 2024 and consolidated answers to questions will be uploaded by 26 March 2024

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

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility: General

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

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

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

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

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

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

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

F.2.2.2 “Documents are to be obtained, free of charge, in electronic format, from the **National Treasury’s eTenders website** or the **eThekwini Municipality’s Website**. The entire electronically downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

F.2.6 **Acknowledge addenda::**

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

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

F.2.7 **Clarification meeting:**

30 Archie Gumede Place, ETA Building 2nd Floor Boardroom 213 on 07 March 2024 at 10h00

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

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

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

- Contract No. : **1S-28729**
- Contract Title : **PROFESSIONAL SERVICES PROVIDERS FOR THE DESIGN AND PROJECT MANAGEMENT OF COMMUNITY INFRASTRUCTURE PROJECTS IN THE ETHEKWINI REGION**

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

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

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

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

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

- Date : **Friday, 05 April 2024**
- Time : **11h00**

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

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

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

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

Tax Clearance

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

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

Failure to comply will make the tender non-responsive.

Central Supplier Database (CSD)

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

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

F.3: THE EMPLOYER'S UNDERTAKINGS

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

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

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

F.3.11 Evaluation of Tender Offers:

Eligibility

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

Functionality

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

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

Preference Point System

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

Price Points

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

Preference Points

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

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

- **Ownership Goal**
Goal Weighting: 40%

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

Ownership Categories	Criteria	80/20	90/10
Race: Black (w1)	Equals 0%	0	n/a
	Between 0% and 51%	1,28	n/a
	Greater or equal to 51% and less than 100%	2,56	n/a
	Equals 100%	3,2	n/a
Gender: Female (w2)	Equals 0%	0	n/a
	Between 0% and 51%	0,96	n/a
	Greater or equal to 51% and less than 100%	1,92	n/a
	Equals 100%	2,4	n/a
Disabilities (w3)	Equals 0%	0	n/a
	Between 0% and 51%	0,96	n/a
	Greater or equal to 51% and less than 100%	1,96	n/a
	Equals 100%	2,4	n/a
Maximum Goal Points:		8	n/a

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

- w1 = 40%, w2=30%, w3=30% (where: w1 + w2 + w3 = 100%)

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

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

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

Goal Weighting: 40%

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

Location	80/20	90/10
Not in South Africa	0	n/a
South Africa	2	n/a
Kwa Zulu Natal	4	n/a
eThekweni Municipality	8	n/a
Maximum Goal Points:	8	n/a

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

- CSD report

- **RDP Goal: Social Upliftment of communities**

Goal Weighting: 20%

The tendering entity's **Involvement in Corporate Social Investment initiatives**, in terms of the categories below, is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

Corporate Social Investment	80/20	90/10
Social upliftment programmes (1 POINT PER PROGRAMME PROPOSED)	4	n/a
Maximum Goal Points:	4	n/a

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

- List and value of projects identified through the local councillor/chief in a letter form (as a percentage of the tendered value)

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

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

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

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

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 Appeals

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

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

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

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

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

T1.2.3.4 Targeted Procurement

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

Refer to **Economic Empowerment Framework**.

T1.2.3.5 Functionality Specification

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

Functionality Criteria	Sub criteria	Points	Evaluation Schedule
Approach Paper/ Methodology/ Programme	Methodologies to be adopted, project plan and programme, procedures and associated resources, risk management (related to Community based Infrastructure projects)	30(15)	A1
Tenderer's experience	Experience of service provider in undertaking work of similar nature or complexity to the scope of works (related to Community based Infrastructure projects)	30(40)	A2
Proposed Organogram and staffing	Project organogram, duties and responsibilities of people allocated to the project with relevant experience to the job specification. related to Community based Infrastructure projects)	20(5)	A3

Experience of Key Staff	General experience and qualification of key staff with relevant experience to the job specification. (related to Community based Infrastructure projects)	20(40)	A4
Maximum possible score for Functionality (Ms)		100	

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

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

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

The successful tenderer is expected to provide their own security measures (including other health and safety measures whilst working on site). As a result, a health and safety plan must be provided as part of the methodology and the Indemnity Form has to be signed and returned. Failure to provide such requirements will lower evaluation points upon tender evaluation.

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

Level	pts	Criterion: Proposed Organogram and staffing
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	The organisation chart is sketchy, the staffing plan is weak in important areas. There is no clarity in allocation of tasks and responsibilities. Very few of the key staff are locally based (<25%).
2	70	The organisational chart is complete and detail, the technical level and composition of the staffing arrangements are adequate. Some of the key staff are locally based (25% to 49%).
3	90	Besides meeting the "satisfactory" rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities, some members of the project team have worked together before on limited occasions. Key staff are generally locally based (50% to 74%).
4	100	Besides meeting the "good" rating, the proposed team is well integrated and several members have worked together extensively in the past. Key staff are almost entirely locally based (>75%).

			Experience of Key Resources in executing work of similar nature					Total Points	
Job Title	Minimum Qualification Required	Professional Registration Required	Professional Body	Number of Years' Relevant Experience on projects of a similar nature					
				Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts		Level 4 100 pts
Professional Civil Engineer	BSc/Degree Engineering	Pr. Eng	ECSA	No Submission	≤ 3	> 3 ≤ 4	> 4 ≤ 6	> 8	
Professional Structural Engineer	BSc/Degree Engineering	Pr. Eng	ECSA	No Submission	≤ 3	> 3 ≤ 4	> 4 ≤ 6	> 5	
Civils Designer	BSc Eng / BEng / BTech	N/A	N/A	No Submission	≤ 1	> 1 ≤ 2	> 2 ≤ 3	> 5	
Civil Technician #1	NDip (civil) or BSc Eng or BEng or BTech (Degree/Diploma)	N/A	N/A	No Submission	≤ 1	> 1 ≤ 2	> 2 ≤ 3	> 3	
Civil Technician #2	NDip (civil) or BSc Eng or	N/A	N/A	No Submission	≤ 1	> 1 ≤ 2	> 2 ≤ 3	> 3	

	BEng or BTech (Degree/Diploma)								
Professional Quantity Surveyor	BSc QS	Pr QS	SACQSP	No Submission	≤ 3	> 3 ≤ 4	> 4 ≤ 6	> 8	
Professional Architect	BArch Adv or MArch or MTech	PrArch	SACAP	No Submission	≤ 3	> 3 ≤ 4	> 4 ≤ 6	> 8	
			<p>Note 1: "experience" implies experience on projects of a similar nature with respect to the Scope</p> <p>Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification within the built environment, from a registered University or Institute of Technology.</p>						

Certified registration with relevant statutory bodies is a requirement.

Projects of "Similar Nature" shall mean:

- Project of a similar nature which includes Community based infrastructure projects. Requires general reference to infrastructure types and scope of the project i.e.

Implementation of new, upgrade and refurbishment of various infrastructure classes which includes but not limited to:

1. General building includes, public amenities which include ablution blocks, halls, offices
2. Civil and related works to include, earthworks, driveways, roadways, fencing kerbing, parks, stormwater culverts etc.

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

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

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

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T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [15](#) to [31](#).

NOTE

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

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

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

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

This is to certify that:

(tenderer name):

of (address):

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

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

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

Particulars of person(s) attending the meeting:

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

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

Name:

Signature:

Date:

T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

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

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

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.4 MBD 4: DECLARATION OF INTEREST

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

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

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

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

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

3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

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

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

Circle Applicable	
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. If No, submit the PI Score**

2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

YES	NO
-----	----

2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If YES, provide particulars.

.....

.....

3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES	NO
-----	----

3.1 If YES, provide particulars.

.....

.....

4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

YES	NO
-----	----

4.1 If YES, provide particulars.

.....

.....

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

.....

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

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

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

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

1.0 GENERAL CONDITIONS

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

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

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

1.3 Preference Points for this tender shall be awarded for:

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

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

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

2.0 DEFINITIONS

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

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

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

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

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4.0 POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of:

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: Race (black)	3,2	n/a		n/a
Ownership Goal: Gender (female)	2,4	n/a		n/a
Ownership Goal: Disabilities	2,4	n/a		n/a
RDP Goal: The promotion of South African owned enterprises.	8	n/a		n/a
RDP Goal: Social upliftment of communities	4	n/a		n/a
Total CLAIMED Points (20 Maximum)				n/a

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

I acknowledge that:

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

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

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

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

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

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

Circle Applicable	
YES	NO

4.1.1 If YES, provide particulars.

.....

.....

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

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

YES	NO
-----	----

4.2.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.3.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

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

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

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

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

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

T2.2.8 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

NOTES

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

(Name of Bidder)

that:

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

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

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

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

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

NAME (Block Capitals):

Date

SIGNATURE:

.....

.....

T2.2.9 JOINT VENTURES AGREEMENTS

The Joint Venture is not permissible.in this tender.

T2.2.10 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.11 DECLARATION OF MUNICIPAL FEES

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

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

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

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

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

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

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

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.12 CSD REGISTRATION REPORT

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

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

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

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

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.13 EXPERIENCE OF TENDERER

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

- Projects of a similar in nature refers to projects that include the **Engineering Design for community/ward-based Infrastructure Projects.**

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

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

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

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

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

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

NAME (Block Capitals): _____

Date _____

SIGNATURE: _____

T2.2.14 PROPOSED ORGANISATION and STAFFING

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

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

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

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

Level	pts	Criterion: Proposed Organogram and staffing
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	The organisation chart is sketchy, the staffing plan is weak in important areas. There is no clarity in allocation of tasks and responsibilities. Very few of the key staff are locally based (<25%).
2	70	The organisational chart is complete and detail, the technical level and composition of the staffing arrangements are adequate. Some of the key staff are locally based (25% - 49%).
3	90	Besides meeting the “satisfactory” rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities, some members of the project team have worked together before on limited occasions. Key staff are generally locally based (50% -74%).
4	100	Besides meeting the “good” rating, the proposed team is well integrated and several members have worked together extensively in the past. Key staff are almost entirely locally based (>75%).

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.15 PERSONNEL SCHEDULE

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

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

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.16 EXPERIENCE OF KEY PERSONNEL

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

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

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

CVs of the key staff, should be attached to this schedule. Each CV should be structured under the following headings:

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

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

			Experience of Key Resources in executing work of similar nature					Total Points	
Job Title	Minimum Qualification Required	Professional Registration Required	Professional Body	Number of Years' Relevant Experience on projects of a similar nature					
				Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts		Level 4 100 pts
Professional Civil Engineer	BSc/Degree Engineering	Pr. Eng	ECSA	No Submission	≤ 3	> 3 ≤ 4	> 4 ≤ 6	> 6	
Professional Structural Engineer	BSc/Degree Engineering	Pr. Eng	ECSA	No Submission	≤ 3	> 3 ≤ 4	> 4 ≤ 6	> 6	
Civils Designer	BSc Eng / BEng / BTech	N/A	N/A	No Submission	≤ 1	> 1 ≤ 2	> 2 ≤ 3	> 3	
Civil Technician #1	NDip (civil) or BSc Eng or BEng or BTech (Degree/Diploma)	N/A	N/A	No Submission	≤ 1	> 1 ≤ 2	> 2 ≤ 3	> 3	
Civil Technician #2	NDip (civil) or BSc Eng or BEng or BTech (Degree/Diploma)	N/A	N/A	No Submission	≤ 1	> 1 ≤ 2	> 2 ≤ 3	> 3	
Professional Quantity Surveyor	BSc QS	Pr QS	SACQSP	No Submission	≤ 3	> 3 ≤ 4	> 4 ≤ 6	> 6	
Professional Architect	BArch Adv or MArch or MTech	PrArch	SACAP	No Submission	≤ 3	> 3 ≤ 4	> 4 ≤ 6	> 6	
			<p>Note 1: "experience" implies experience on projects of a similar nature with respect to the Scope</p> <p>Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification within the built environment, from a registered University or Institute of Technology.</p>						

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.17 APPROACH PAPER / METHODOLOGY / PROGRAMME

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

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

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

The scoring of the approach paper will be as follows:

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

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

NAME (Block Capitals): _____

Date

SIGNATURE: _____

PART C1 : AGREEMENTS AND CONTRACT DATA

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.1 : OFFER

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

Contract No: **1S-28729**

Contract Title: **PROFESSIONAL SERVICES PROVIDERS FOR THE DESIGN AND PROJECT MANAGEMENT OF COMMUNITY INFRASTRUCTURE PROJECTS IN THE ETHEKWINI REGION**

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

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

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

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

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

For the Tenderer:

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

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

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

Capacity (of Signatory) :

Address :

Witness:

Signature :

Name(in capitals) :

Date :

Notes:

*** Indicates what information is mandatory.**

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

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.2 : FORM OF ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

This Form will be completed by the Employer

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.3 : SCHEDULE OF DEVIATIONS

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

1.	Subject	:	.....
	Details	:	.....
		:
2.	Subject	:	.....
	Details	:	.....
		:
3.	Subject	:	.....
	Details	:	.....
		:

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

FOR THE TENDERER

FOR THE EMPLOYER

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

C1.2 : CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

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

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

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

The Employer is the eThekweni Municipality as represented by : Deputy Head : **Office of the DCM: HSET**

3.4 & The authorised and designated representative of the Employer is: **Nkanyiso Manyathi**

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

- Telephone : **031 322 9388**
- Fax : **N/A**
- e-mail : **Nkanyiso.manyathi@durban.gov.za**

The address for the Receipt of communications is: **10th Floor Delta Towers**

303 Dr Pixley Kaseme St

Durban

4001

1 The Project is : **1S-28729**
: **PROFESSIONAL SERVICES PROVIDERS FOR THE DESIGN AND PROJECT MANAGEMENT OF COMMUNITY INFRASTRUCTURE PROJECTS IN THE ETHEKWINI REGION**

1 Period of Performance : **36 months**

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

1 Start Date : **within 14 days from letter of award**

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

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

- 3.15.1 The programme shall be submitted within **14 Days** of the award of the Contract.
- 3.16 The time-based fees shall not be adjusted for inflation.
- 4.3.1(d) The Service Provider is required to obtain approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount of: **R 10m**.
- 5.5 The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
- 1) Approval of use of any provisional sums in the BoQ.
 - 2) Approval to proceed to the next stage of the project.
- 7.2 The Service Provider is required to provide personnel and to complete the Personnel Schedule.
- 8.1 The Service Provider is to commence the performance of the Services within **14 Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when: **Period of performance expires after the maximum permitted 36 months, successful conclusion of the project or employer terminates project**
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer**.
- 11.1 A Service Provider may subcontract any work which he has the skill and competency to perform subject to client's approval
- 12.1 Interim settlement of disputes is to be by **Mediation**.
- 12.2/3 Final settlement is by **Arbitration**.
- 12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by: association of mediators
- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **Association of Arbitrators**
- 13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within **3 months** from the date of termination or completion of the Contract.
- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

The additional conditions of contract are:

C1.2.3.1 PERFORMANCE MONITORING OF SERVICE PROVIDERS

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

C1.2.3.2 EMPOWERMENT INITIATIVE

It is a condition of contract that the Professional Service Provider must allow for a minimum of 10% of the contract value (excluding PC Sum and Fixed Cost allowances) to be subcontracted to persons who are **51 percent black owned**. Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

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

C1.2.3.3 MILESTONE PAYMENTS

Milestone payments shall be applicable to this Contract. The Service Provider and Employer shall establish and agree upon design milestones at the commencement of the contract. The Service Provider is required to meet these milestones on a weekly/monthly basis (whichever is agreed upon at the time of inception).

The Service Provider shall submit progress reports at the end of the agreed period outlining the Service Providers progress in relation to the design milestones. Should the Service provider fail to meet these milestones, the Employer is entitled to charge penalties as per the Contract Data.

PART C2 : PRICING DATA
C2.1 : PRICING INSTRUCTIONS

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

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

C 2.1.2.1 a) Fees:

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

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

C2.2 : PRICING SCHEDULE

PROFESSIONAL SERVICES PROVIDERS FOR THE DESIGN AND PROJECT MANAGEMENT OF COMMUNITY INFRASTRUCTURE IN ETHEKWINI REGION					
ITEM	DESCRIPTION	UNIT	SCHEDULED QTY (EXCL. VAT)	RATE	SCHEDULED AMOUNT
	PART A1 – NORMAL SERVICES				
A1.1	Percentage Fee based on cost of works for Community Infrastructure Project, which includes Inception, Concept And Viability, Design Development, Documentation And Procurement, Contract Administration And Inspection And Close-Out	%	R 171 828 000		
A1.2	Disbursement: (Administration) Typing, printing, faxing, telephones, postage, stationery, etc.	Month	36		
TOTAL SUM PART A1					
ITEM	DESCRIPTION	UNIT	SCHEDULED QTY (EXCL. VAT)	RATE	SCHEDULED AMOUNT
	PART A2 - ADDITIONAL SERVICES PERTAINING TO ALL STAGES OF THE PROJECT				
A2.1	Survey Services				
(a)	Survey Services, when procured by the service provider	Prime Cost	R 250 000	1	R 250 000
(b)	Handling cost and profit in respect of (a) above	%	R 250 000		
A2.2	Environmental Services				
(a)	Environmental services (EIA, WULA & ECO Monitoring)	Prime Cost	R 250 000	1	R 250 000
(b)	Handling cost and profit in respect of (a) above	%	R 250 000		
A2.3	Geotechnical and Drilling Services				
(a)	Geotechnical and or drilling investigation	Prime Cost	R 250 000	1	R 250 000
(b)	Handling cost and profit in respect of (a) above	%	R 250 000		
A2.4	Occupational Health & Safety Requirements				
(a)	Health & Safety Requirement	Prime	R 250 000	1	R 250 000

		Cost			
(b)	Handling cost and profit in respect of (a) above	%	R 250 000		
2.5	Acceptance Testing				
(a)	Acceptance Testing	Prime Cost	R 250 000	1	R 250 000
(b)	above	%	R 250 000		
2.6	Training – Employer’s Trainees				
(i)	Candidate Engineers/Technicians	Person -Month	36		
(ii)	Students experiential training	Person -Month	72		
TOTAL SUM PART A2					
ITEM	DESCRIPTION	UNIT	SCHEDULED QTY (EXCL. VAT)	RATE	SCHEDULED AMOUNT
	PART A3 – SPECIAL SERVICES AND SPECIALIST ADVICE PERTAINING TO ALL STAGES OF THE PROJECT				
A3.1	Civil and Structural Engineering Services				
(a)	Personnel Cost				
(i)	Category A	Hour	75		
(ii)	Category B	Hour	75		
(iii)	Category C	Hour	360		
(iv)	Category D	Hour	360		
(b)	Disbursements	Prime Cost	R 75 000	1	R 75 000
(c)	Handling cost	%	R75 000		
A3.2	Mechanical/Fire Engineering Services				
(a)	Personnel Cost				
(i)	Category A	Hour	50		
(ii)	Category B	Hour	50		
(iii)	Category C	Hour	250		
(iv)	Category D	Hour	250		
(b)	Disbursements	Prime Cost	R 75 000	1	R 75 000
(c)	Handling cost	%	R75 000		
A3.3	Electrical Engineering Services				
(a)	Personnel Cost				
(i)	Category A	Hour	50		
(ii)	Category B	Hour	50		

(iii)	Category C	Hour	250		
(iv)	Category D	Hour	250		
(b)	Disbursements	Prime Cost	R 75 000	1	R 75 000
(c)	Handling cost	%	R75 000		
A3.4	Architectural Services				
(a)	Professional Architect (PrArch or PrArchT or PrSArchT)	Hour	500		
(b)	Professional Architectural Technologist (PrArchT)	Hour	1000		
(c)	Architectural Draughtsman	Hour	1000		
(d)	Travel costs (Based on estimated kilometres)	Km	15 0000		
(e)	Disbursement Cost: (Administration) Typing, printing, faxing, telephones, postage, stationary, etc.	Month	36		
A3.5	Quantity Surveying Services				
(a)	Professional Quantity Surveyor (PrQS)	Hour	1000		
(b)	Travel costs (Based on estimated kilometres)	Km	15 000		
(c)	Disbursement Cost: (Administration) Typing, printing, faxing, telephones, postage, stationary, etc.	Month	36		
A3.6	SOCIAL FACILITATION				
(a)	Full-time social facilitator	Month	36		
(b)	Travel costs (Based on estimated kilometres)	Km	80 000		
(c)	Disbursement Cost: (Administration) Typing, printing, faxing, telephones, postage, stationary, etc.	Month	36		
TOTAL SUM PART A3					
ITEM	DESCRIPTION	UNIT	SCHEDULED QTY (EXCL. VAT)	RATE	SCHEDULED AMOUNT
	PART A4 - ADDITIONAL SERVICES PERTAINING TO CONSTRUCTION MONITORING				
A3.1	SITE SUPERVISION				
	Resident Engineer: (Category C)	Month	36		
	Site Technician: (Category D)	Month	36		
	Site Technician: (Category D)	Month	36		

PART C3 : SCOPE OF WORK

C3.1 BACKGROUND

C3.1 BACKGROUND

C3.1.1 EMPLOYER'S OBJECTIVES

The client has established a Community Infrastructure Projects Programme, through which each Ward within the City is allocated approximately R3million per year, to undertake community based infrastructure projects. The 2023/24 allocation is R3m per ward, (such allocation intended to cover both consultant and construction related costs).

The Employer seeks to deliver these Community Infrastructure Projects, as may be proposed by councillors and deemed suitable for technical implementation, through a suitable implementation mechanism which will allow for substantial works to be undertaken by emerging contractors.

C3.1.2 Description of Works

The design and supervision works are for infrastructure in the Region shown in the attached locality map and legend, of the municipality in various Wards; typical project type include, but is not limited to:

- Road works, sidewalks and footpaths
- Retaining walls
- Road rehabilitation
- Speedhumps and Guardrails
- Pavement Design
- Sports fields and fencing upgrade and renovations
- Outdoor gyms
- Containerised and in-situ ablution facilities
- General building and refurbishment (Refurbishment, repairs and maintenance)
- General building works/construction (New projects)
- Basic domestic plumbing, glazing, roofing and waterproofing
- Domestic electrical works
- Painting

Details of the various eThekweni Line Departments and Specific Works are listed below:

ETHEKWINI ENGINEERING SERVICES - ROAD WORKS, SIDEWALKS, FOOTPATHS & PEDESTRIAN BRIDGES

Detailed Scope of Services:

- Supply of all material, labour and required equipment
- Site Clearance
- Layerworks forming the new asphalt Sidewalks; Lanes & concrete Passages
- Kerb & Channel for sidewalks, passages and lanes
- Placing, Laying & Compacting 100mm thick G2 crusher run, Compacted to 98% Mod AASHTO
- Laying of 25mm Asphalt (Mix A), Compacted to 96% Marshall
- Ancillary Works
- Protection works
- Landscaping
- Retaining walls

- Upgrading of gravel to black top
- Upgrading of surface roads.
- Pedestrian Bridges
- Speeds humps
- Any other related works

ETHEKWINI PARKS, RECREATION AND CULTURE – OUTDOOR GYMS, SPORTS FIELDS, BEACHES, COMMUNITY POOLS, LIBRARIES, COMMUNITY HALLS AND OTHER BUILDINGS

Outdoor gyms and Play

- Construction of civil works related to outdoor gym facilities
- Building of platforms and excavation required
- Installation of outdoor gyms
- Installation of paving blocks
- Installation of signage

Sports Fields

- Construction of sports-fields an associated equipment
- Earthworks
- Grassing
- Drainage
- Ancillary equipment
- Associated amenities
- Installation of new combo courts
- Construction of new grandstands
- General building works: Caretaker’s cottage, rehabilitation of changerooms (male and female ablutions)

Fencing

- Supply and installation of fencing, (Concrete Palisade, High Visibility Mesh or similar approved, Supply of all material, labour and required equipment)

Swimming Pools

- General building works: Rehabilitation of the swimming pool. Rehabilitation to lifeguard tower/ office, changerooms and ablutions.
- Mechanical and electrical: Rehabilitation of the filtration room (mechanical and electrical works).
- Civil Works: Parking, paving, fencing, sewer, storm water and water pipe laying and connections.

Community Halls

- General Building Works: Main hall, changerooms, ablutions, staff office, caretaker’s office, stage, plumbing, electrical and drainage downpipes.

- Civil Works: Parking, paving, fencing, sewer, storm water and water pipe laying and connections.

Beaches

- General Building Work: Changerooms, ablutions, showers, lifeguard towers, PA Systems, plumbing, electrical and structural defects.
- Civil Works: Fencing (Bollards), paving, boundary walls and pier.

Libraries

- General Building Works: Main library, Boardrooms, ablutions, staff offices. Most of our libraries have issues of the roof.
- Civil Works: Parking, paving, fencing, sewer, storm water pipe laying and connections.

Museums

- General Building Works: Main building, Boardrooms, store rooms ablutions, staff offices.
- Civil Works: Parking, paving, fencing, sewer, storm water pipe laying and connections. By-Law Signs.

Nature Reserves

- General Building Works: Main building, Boardrooms, storerooms ablutions, staff offices.
- Civil Works: Parking, paving, fencing, sewer, storm water pipe laying and connections. By-Law Signs.

Community Parks

- General Building Works: Play lot Equipment, Benches and tables.
- Civil Works: Paving, By-Law signs, fencing (Bollards).

Parks Depots

- General Building Works: Main building, Boardrooms, store rooms ablutions, staff offices.
- Civil Works: Parking, paving, fencing, sewer, storm water pipe laying and connections. By-Law Signs.

Cemetries

- General Building Works: Changerooms, storerooms, ablutions, staff offices.
- Civil Works: Access roads, internal roads, parking, paving, fencing, sewer, storm water pipe laying and connections. By-Law Signs.

ETHEKWINI WATER AND SANITATION - ABLUTION FACILITIES

- Construction of civil works related to insitu of containerised ablution facilities
- Provision of portable ablution facilities
- Ablution refurbishment and new ones.

- Alternative technology toilet replacing UD's.
- Boreholes.
- Sewer line repairs and upgrade.
- Water mains repairs and upgrade.

ETHEKWINI HUMAN SETTLEMENTS – GABIONS AND RETAINING WALLS

- Site clearance and grubbing
- Earthworks
- Construction New Retaining Wall/Gabions

ETHEKWINI TRANSPORT AUTHORITY – SPEEDHUMPS AND GUARDRAILS

- Construction of new speed humps
- Installation of new guardrails
- Installation of new road furniture

Where required, for works outside the CIDB CE category, the required activities may be sub-contracted; so far as possible, such sub-contracting must be to CPG qualifying entities. The various work Task Order will be determined and issued by the Consultant appointed to work in the above wards. It is the intention of the Employer to maximise the CPG contribution achieved on the project. A minimum of 50% CPG over-all must be achieved.

It must be noted that, as the projects proposed for implementation via the Community Infrastructure Projects Programme are dependent on Councillor requests received, there is no guarantee on the nature, quantum or value of individual task orders that may ultimately be awarded via the programme.

This work is to be issued as task orders comprising of Municipal Wards combined on a geographical basis for the North, South, Central, West 1 and West 2 regions, covering various wards. The works are to be undertaken in Urban, Peri-Urban Township and rural areas. The locations and nature of the works in each Ward have been identified and will be issued to the appointed consultant.

C3.1.3 Duties / Activities required

The work entails the design, project management, site supervision, contract administration, progressive final inspection and handover, and liaison with ward councillors and community structures for the construction of the identified works. The construction contract period is 36 months, anticipated to commence in July 2024.

The appointed consulting Team shall be responsible for:

- Preliminary Investigation including liaison with Ward Councillors
- Initiation with Ward Councillors and community structures
- Communication with ward councillor on matters related to the task order and contract
- Design of structural facilities sports facilities, outdoor gyms
- Refurbishment of existing buildings / facilities
- Minor design work associated with sidewalks, lanes and passages where required
- Geometric and Pavement design and supervision
- Speedhumps, traffic calming and road safety measure
- Roadside furniture
- Road rehabilitation design and supervision

- Stormwater, water reticulation and sewer design
- Civil, architectural and Quantity surveying services, as may be instructed by the Employer;
- Maintaining a full-time presence on site for construction monitoring liaison as and when required, and undertaking pre-planning works, (including preliminary Investigation including liaison with Ward Councillors etc), and design works, as and when projects are underway;
- Providing an Engineer's representative on site in terms of the contract
- Acting as Employers representative
- Being available to provide the contractor with technical interpretation of the plans and specifications
- Undertaking construction monitoring and quality control ensuring compliance with the provisions of the contract including arranging all acceptance testing
- Preparation and submission of monthly expenditure tracking and forecasting reports per ward and overall
- Enforcement of compliance with occupational health and safety requirements and liaise with safety agent
- Measurement quantities on site
- Issuing site instructions and formal correspondence when required
- Liaising with various service organizations if required and facilitating relocation of affected services
- Conducting monthly site meetings and preparation site minutes
- Preparation of monthly payment certificates
- Preparation of a close out report inclusive of as-built information to the satisfaction of the Client.
- Handover of completed works to applicable Client Department on expiration of the Defects Liability Period.
- Preparation and maintenance of records for works completed including extent, nature, location – information will be required for KPI stats and as-builds
- Preparation of before and after images/photographs, as and where instructed by the Engineer.
- Any other work that may be assigned

C3.1.4 Obtaining of project lists from Councillors

The Consultant will be required to obtain the list of required projects for implementation from the respective ward councillor; in some instances, project requests may already be received and awaiting implementation. Once the project list is identified, and where necessary, designs completed, task orders will be issued to the Contractor. Regular engagements between the Contractor and the Consultant are required, so as to ensure that varying work demands, based on the status of project requests received, can be accommodated.

C3.1.5 Programming of Works

The Consultant is required to work with the contractor to ensure that identified works are programmed, so as to ensure that the contractor undertakes necessary works on a given ward over a minimum of two cycles, (with each cycle comprising of time spent across all wards), in the period available to the respective financial year end, so as to ensure that a presence is sustained within the respective ward.

The order of works proposed shall be submitted to the Employer, Programme Manager and Consultant for approval.

The Employer, or appointed representative, will oversee and manage the Consultant teams appointed to implement the programme.

The Consultant is to provide a weekly programme of anticipated activities to each department for task orders falling under such departments. This programme will be used to track planned work against work achieved. The programme is to be provided 7 days before the work commences. The reconciliation of work planned versus work achieved is to be provided by the Consultant by the close of the week in which works were to be undertaken. The cost of undertaking

such planning and reconciliation is to be included in the rates tendered.

C3.1.6 Funding Process

It must be noted that the funds allocated on an annual basis are limited to use in the prescribed year. As such, there is no “roll over” of unspent funds to the next financial year; (the financial year runs from July to June of the next year). Multi-year projects can however be undertaken, with prior approval from the Consultant and programme Manager; such projects should not negatively impact the programme or result in under-expenditure in a ward in a given year.

The consultant team appointed will therefore be required to submit a programme to implement projects identified over the time available in the financial year so as to maximise capital spend in the year.

The list of projects required for implementation will be determined by the consultant team in consultation with the ward councillor and Officials from respective Employer department.

It must be further noted that, notwithstanding the total sum tendered, the total value of works undertaken via this contract shall be limited to funds allocated within each ward and allocated to projects to be implemented via this contract. (The total budget allocated to each ward may not necessarily be allocated to projects to be executed via this contract and may be allocated to projects to be undertaken via other procurement mechanisms).

The rates submitted will be used in the execution of each Project order issued. Resources to be used will depend on the projects proposed by the Councillor and approved by the Employer. There is no guarantee of works to be undertaken by resources comprising the team provided by the Service Provider appointed.

The Professional Civil engineer/technologist will be required to fulfil project management and coordination responsibilities for the team and will be the primary point of contact for the delivery of services.

C3.1.7 Key personnel

Due to the nature of the programme, key personnel allocated must have sufficient skill and competency to implement multiple projects undertaken over the allocated region; personnel must further be able to project manage and implement ward-based projects including being able to deal with socio-economic and related conditions arising from such works.

In addition, a significant amount of construction works is required without detailed design work provided; allocated site personnel must have the necessary experience to ensure collaborative solutions are determined and implemented by the consulting team and Contractor.

Key resources must be available for the duration of the works; where staff are not available due to HR or other requirements, (viz. leave, training etc), equivalent or better resources must be in place to ensure the continuity of the projects over such periods and must be in a position to respond to the Employer’s requests and/or instructions.

C3.1.8 Key Staff – Competencies required

The mandatory qualification and experience requirements to be maintained throughout the contract duration for the persons undertaking the work are as per the Key Personnel Quality Criteria; Any change to the tendered staffing must be submitted to the Employer for consideration and approval. Staff proposed may not be of a lower qualification or experience level, as assessed by the Employer, than those they will be replacing.

C3.1.8 Co-operation with other services providers / Stakeholders

In undertaking the works, the appointed consultant will be required to work closely with, but not limited to:

- Other consultant teams;
- Employer's Departmental representative, (such being determined based on the scope of works and responsible department);
- Ward councillor
- Local ward based contractors / CPG targeted contractors
- Business Interest Groups
- Materials and equipment suppliers
- Civic Society

C3.1.9 Procurement Assistance and processing of Contractor Variation Orders

It must be noted that, due to the nature of the works and the targeted enterprises, the Contractor may be required to assist ward based contractors with procurement of materials, equipment hire, cashflow issues etc.

The Consultant may, from time to time, be called upon to assess the rates submitted, to ensure that market related rates are being paid and fair value is obtained.

The Consultant may, from time to time, be called upon to assess the rates submitted by the Contractor for Variation Orders, to ensure that market related rates are being paid and fair value is obtained.

C3.1.10 Non-Exclusive Appointment

The consultant must note that, whilst this contract is intended to execute Community Infrastructure projects within the identified wards, there is not guarantee of works being allocated via this appointment, nor is there guarantee that all professional disciplines will be required or allocated works on this programme

The Consultant is to further note that the Employer may elect, at any time, to implement projects using other available procurement mechanisms in place to as to ensure necessary expenditure and service delivery time-frames are met.

The works undertaken for the Community Infrastructure Projects Programme are on a non-exclusive basis and the Consultant shall have no recourse against the Employer for any works allocated to other parties/through other Employer procurement mechanisms.

The Consultant must further note that, in the event works outside the allocated wards, (but within the CIP Programme), is required, the Employer may solicit such works from the Consultant by mutual agreement. As such, whilst the allocated works are in the wards specified, the Consultant's appointment shall be valid throughout the Ethekeini region.

C3.1.11 Limitation on designs

It must be noted that detailed scope and associated designs for works required may not be available/required for projects proposed by councillors. The consultant and site staff must therefore have sufficient competency to determine and implement site based solutions using best practice principles and accepted norms and standards.

C3.1.12 Management meetings

Requirements for management meetings will be specified upon commencement of the project; monthly management meetings will be held with the Employer, Consultant and Contractor. Such will be held at venues provided by the Employer

The Consultant shall report on the over-all progress of the contract to date and task order specific issues requiring further Client engagement will be addressed at the above meeting.

Site meetings, as and where necessary, will be held specific to each task order awarded. So far as reasonably possible, site and task order specific issues are to be resolved at site meetings. Items/issues that cannot be resolved by the parties at these meetings may be escalated to the management meeting.

C3.1.13 Contractor Payment certificates

Interim contractor payment certificates will be submitted for each task order instructed. Such payment certificate will be subject to approval by the appointed Consultant, and audit by the responsible Client Department representative may randomly be undertaken as and where necessary. The payment certificates will be submitted on a monthly basis, per task order, or at intervals as agreed upon with the Client.

The above process may be amended by the client, dependent on operational requirement.

The consultant is to ensure that payment certificates (per task order) received from the contractor include full reporting (i.t.o CPG beneficiaries etc).

C3.1.14 Consultant Payment certificates

Consultant Invoices for payment are to be sufficiently detailed, clearly indicating the resources used, time spent, (indicated in a chronological order), and activities undertaken and costs incurred; this shall be detailed for each activity or task order undertaken and shall be summarised in the Invoice as submitted. (Should it be required, the Employer may call for above on a task order basis).

The Consultant is required to implement a time tracking system, to the satisfaction of the Employer; for each task order, the timesheets are to be submitted to the responsible client department overseeing the works for approval. Upon approval, the timesheets are to be included in the invoice submitted to the employer for payment. The full cost of implementing the time tracking system is to be included in the rates tendered

C3.1.14 Variations to Scope

Where the items specified in the bill of quantities do not reasonably satisfy the requirements in the scope of works, and the decision is taken to undertake the works via the Managing Contractor Contract, the scope of works and related items will be handled as a variation to the Contract, with rates to be reviewed by the Consultant Team and approved by the applicable Employer Department.

C3.1.15 Design / supervision by Employer

It must be noted that, in some instances, works may be designed by the Employer (rather than the appointed consultant). In such instances, the works may be supervised either by the Employer's staff, or those appointed by the Consultant. The requirements and associated responsibility in instances where the Employer is undertaking design and/or supervision services will be communicated at the issuing of the associated Task Order.

C3.1.16 Procuring of contractors

Should the need arise, the client may elect to have the consultant undertake procurement and supervision of contractors to implement works. The consultant will be responsible for documentation and procurement (Stage 4 as defined by ECSA) and will be reimbursed based on the hourly rates tendered.

C3.1.17 Resourcing of works/task orders

Civils related works are to be undertaken by the Professional Civil Engineer and associated Civils team; Should the scope of works warrant a structural engineer's services, such may be drawn from the team tendered. The Professional Civil

Engineer, (and associated team), will be responsible for all civils related responsibilities, as defined in the ECSA Guidelines for Services; such shall include full responsibility for measuring of quantities for works and on site.

Architectural / building related works are to be undertaken by the Architectural, QS and Structural resources, as may be directed by the Employer. Civils related resources, as tendered, may be used if the works necessitate such.

In all instances, the team disciplines to be used per task order shall be submitted to the Employer for approval.

Community infrastructure Projects Regions

Please choose the most favorable region to work in, no 1. being the Most preferred and list up to no 5. being the Least preferred.

Region	Preference (Rate from No1. To No. 5)
WEST 1 REGION	
WEST 2 REGION	
NORTHERN REGION	
SOUTHERN REGION	
CENTRAL REGION	

C3.3 ANNEXURES

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

Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

Note:

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

STANDARD PROFESSIONAL SERVICES CONTRACT

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