DEPARTMENT

TECHNICAL SERVICES

DIRECTORATE

Human Settlements

DIVISION

Human Settlements

PROCUREMENT DOCUMENT
Professional Services (CIDB PSC)

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

Contract No: 37198-1H

Contract Title: Provision of Professional Services for Structural, Geotechnical and Social Facilitation for the construction of 90 pre1994 housing stock in the former R293 Towns

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: No Clarification Meeting

Meeting Location:
Date, Time: Email queries to be submitted by 23 November 2026. Consolidated questions and answers to be uploaded on the website on 30 November 2026

Queries can be addressed to:
The Employer's Agent's:
Representative: Lindani Mnguni
Tel: 031 311 1671
eMail: Lindani.mnguni@durban.gov.za

TENDER SUBMISSION

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

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

Closing Date/ Time: **Friday, 11 December 2026** **at** 11h00

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

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

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

Issued by:

ETHEKWINI MUNICIPALITY

Deputy Head: Human Settlements

Date of Issue: 06/11/2026

Version: 01/12/2025

FOR OFFICIAL USE ONLY

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

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PART T1: TENDERING PROCEDURES

T1.1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works to Provision of Professional Services for Structural, Geotechnical and Social Facilitation for the construction of 90 pre1994 housing stock in the former R293 Towns

Subject	Description	Tender Data
Employer	The Employer is the eThekwini Municipality as represented by: **Deputy Head: Human Settlements**	C.1.1.1
Tender Documents	Documentation is to be downloaded from the **National Treasury's eTenders website** or the **eThekwini Municipality Website:** • https://www.etenders.gov.za/ • https://www.durban.gov.za/pages/business/procurement	C.1.2
Meeting Type	No Clarification Meeting	C.2.7
Meeting Details	Email queries to be submitted by 23 November 2026. Consolidated questions and answers to be uploaded on the website on 30 November 2026	C.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Tel: 031 311 1671 eMail: Lindani.mnguni@durban.gov.za	C.1.4
Submitting a Tender Offer	The Tender Offer (hard copy) shall be delivered to: The Tender Box in the foyer of the Municipal Building,166 KE Masinga Road, Durban An **electronic submission**, via the eThekwini Municipality **JDE System (ESP Module)**, is also to be made. Refer to Part T1.1.2 and Tender Data: C.2.13. Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the "hard copy" submission has been made.	C.2.13
Closing Time	The Tender Offer (hard copy) shall be delivered, and the electronic submission completed, both on or before **11/12/2026**, at or before 11h00.	C.2.15
Evaluation of Tender Offers	**The 80/20** Price Preference Point System, as specified in the **SCM Policy: Section 52: Preferential Procurement** will be applied in the evaluation of tenders. **Tender Data: C.3.11: Evaluation of Tender Offers** details the awarding of Preference Points, and other related evaluation requirements.	C.3.11

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

CIDB B.U.I.L.D. Programme Standards	
Standard for Developing Skills through Infrastructure Contracts	**Not Applicable**

T1.1.2: NOTES TO TENDERERS

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

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

GENERAL

1) The words BID, TENDER, QUOTATION, and REQUEST FOR QUOTATION (RFQ) are interchangeable throughout this procurement document.

2) **JDE-ESP Module** refers to the Ethekwini Supplier Portal module on the eThekwini Municipality JDE System. Refer to Part T1.1.2.

eThekwini Supply Chain Management Policy (SCMP)

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

1) Section 14(4): ETM Supplier Database

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

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

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

The following is to be noted:

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

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

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

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

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

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

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

5) Section 21.2: Tender Validity

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

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

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

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

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

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

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

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

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

8) Section 49.1.2: Complaints and Objections (Appeals)

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

CIDB

B.U.I.L.D. Programme

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

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

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

T1.1.3: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM

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

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

1) General

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

This JDE System will be used for:

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

2) Registrations

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

National Treasury: Central Supplier Database

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

eThekwini Municipality Supplier Portal

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

eThekwini Municipality JDE System

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

3) Assistance with using the JDE System

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

General Queries:

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

Technical Queries:

- Kgopotso Maja — Tel: 031 322 3808; Email: kgopotso.maja@durban.gov.za

4) Viewing of available tenders

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

5) Tender documentation

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

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

6) Submission of tender offers

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

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

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

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

7) Viewing the Tender opening schedule

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

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

The conditions of tender are the **Standard Conditions of Tender** as contained in **Annex C** of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 42622, Board Notice 423 of 8 August 2019, as duplicated below.

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

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.1.3.1 The ***Tender Data*** and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

1. due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
2. funds are no longer available to cover the total envisaged expenditure;
3. no acceptable tenders are received;
4. there is a material irregularity in the tender process.

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the ***Tender Data***, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage, in terms of the method of evaluation stated in the ***Tender Data***, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the ***Tender Data*** and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the ***Tender Data***, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the ***Tender Data***, in order to take the addenda into account.

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

C.2.15.2 Accept that, if the employer extends the closing time stated in the ***Tender Data*** for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.
Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the ***Tender Data***.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the ***Contract Data***.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the ***Tender Data***.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the ***Tender Data***.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the ***Tender Data***, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the ***Tender Data*** and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

1. an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
2. the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
3. in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the ***Tender Data***. If, as a result a tenderer applies for an extension to the closing time stated in the ***Tender Data***, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the ***Tender Data***, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the ***Tender Data***. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the ***Tender Data***, the name

of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the ***Tender Data*** that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the ***Tender Data*** and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the ***Tender Data***, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

1. complies with the requirements of these Conditions of Tender,
2. has been properly and fully completed and signed, and
3. is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

1. detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
2. significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
3. affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

1. the gross misplacement of the decimal point in any unit rate;
2. omissions made in completing the pricing schedule or bills of quantities; or
3. arithmetic errors in:
    1. line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
    2. the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either

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

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

1. If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.

2. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

1. Open and record tender offers received
2. Determine whether or not tender offers are complete
3. Determine whether or not tender offers are responsive
4. Evaluate tender offers
5. Determine if there are any grounds for disqualification
6. Determine acceptability of preferred tenderer
7. Prepare a tender evaluation report
8. Confirm the recommendation contained in the tender evaluation report .

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

T1.2.2 TENDER DATA

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

C.1: GENERAL

C.1.1 The employer:

The Employer for this Contract is the **eThekwini Municipality** as represented by:
Deputy Head: **Human Settlements**

C.1.2 Tender documents:

The Tender Documents issued by the Employer comprise:

1) The Procurement Document comprising of the PARTS as listed in the "INDEX" on page 1.
2) EXCEL Bill of Quantities file, if issued separately.
3) **Drawings**, issued separately from this document, or bound in Section C3.4: "Particular Specifications".

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

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

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

C.1.4 Communication and employer's agent:

The Employer's Agent is:	The Employer's Agent's Representative is:
Name: Tel: 031 311 1671 eMail:Lindani.mnguni@durban.gov.za	Lindani Mnguni

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

C.1.6 Procurement procedures:

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

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

C.2: TENDERER'S OBLIGATIONS

C.2.1 Eligibility:

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

C.2.1.1 Eligibility: General

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

(a) In the event of a Compulsory Clarification Meeting:
  i) the Tenderer fails to attend the Compulsory Clarification Meeting, or
  ii) the Tenderer fails to have **Returnable Document "Certificate of Attendance at Clarification Meeting / Site Inspection"** signed by the Employer's Agent or their representative at the meeting.

(b) At the time of tender closing, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** and the **eThekwini Municipality Supplier Portal**. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers are to reference **Returnable Document "Compulsory Enterprise Questionnaire"** (section 1.5) and **Returnable Document "CSD Registration Report"**.

(c) In the case of Joint Venture (JV) submissions, two or more JV entities have common directors/ shareholders or common entities tendering for the same works.

(d) The following documentation is not completed in full, signed, and returned with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
- T2.2.1: Compulsory Enterprise Questionnaire.
- T2.2.5: MBD 4: Declaration of Interest.
- T2.2.6: MBD 5: Declaration for Procurement Above R10 Million.
- T2.2.7: MBD 6.2: Declaration for Local Production and Content.
- T2.2.8: MBD 8: Declaration of Bidder's Past SCM Practices.
- T2.2.9: MBD 9: Certificate of Independent Bid Determination.
- T2.2.10: Declaration of Municipal Fees

(e) The certificates listed in the **Tender Data: C.2.23: Certificates** are to be included with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
- T2.2.1: SARS Tax Compliance Status - PIN Issued (submitted with the Compulsory Enterprise Questionnaire).
- T2.2.12: Central Supplier Database (CSD) Report.
- T2.2.13: CIDB Registration and Status.
- Professional Registration Certificates for Structural & Geotechnical Engineers

C.2.2.2 The cost of the tender documents:

Replace this paragraph with the following:

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

C.2.5 **Reference documents:**

Tenderers are to obtain their own copies of:

1) The **Conditions of Contract** identified in Section C1.2.1.1.
Tenderers/ Contractors are required to obtain their own copies.

2) The **Specifications** identified in Section C3.3.1.
Tenderers/ Contractors are required to obtain their own copies.

3) The following acts, regulations, policies, and standards referred to in this document, including but not limited to:
   - The Employer's Supply Chain Management Policy (as at advertising date).
   - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
   - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013 as amended).
   - The Preferential Procurement Policy Framework Act (PPPFA), and the PPPFA Regulations (November 2022).
   - Any other eThekwini Policy documents referenced in the Tender Documents.

C.2.6 **Acknowledge addenda:**

Add the following paragraphs:

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

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

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

C.2.7 Clarification meeting:

Clarification Meeting Type: No Clarification Meeting

Email queries to be submitted by 23 November 2026. Consolidated questions and answers to be uploaded on the website on 30 November 2026

C.2.10.2 Pricing the tender offer:

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

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

If the Tenderer is a **Non-VAT Vendor**, the Tenderer's Rates in the Bill of Quantities are to include VAT. VAT is not to be shown separately on the BoQ summary page, or on the Form of Offer (Part C1.1.1). VAT will not be added to, or deducted from, rates or prices submitted from **Non-VAT**

Vendors. The tendered priced will be deemed to include all VAT, taxes, and any applicable excise duties.

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

No alternative tender offers will be considered.

C.2.13 Submitting a tender offer:

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

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

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

- Contract No. : 37198-1H
- Contract Title : Provision of Professional Services for Structural, Geotechnical and Social Facilitation for the construction of 90 pre1994 housing stock in the former R293 Towns

Tender Offers are also to be **SUBMITTED ELECTRONICALLY** (uploaded) on the eThekwini Municipality **JDE System** (Ethekwini Supplier Portal (ESP Module)). For information pertaining to the JDE System, Tenderers are referred to information in **Section T1.1.2**.

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

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

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

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

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

Parts of each tender offer communicated on paper shall be submitted as an original.

C.2.15 Closing date and time:

The closing time is:

- **Date : Friday, 11 December 2026**
- **Time : 11h00**

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

C.2.16 Tender offer validity:

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

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

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

C.2.23 Certificates:

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

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

1) **SARS Tax Compliance Status – PIN Issued**

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

2) **Central Supplier Database (CSD)**

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

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

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

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

C.3: THE EMPLOYER'S UNDERTAKINGS

C.3.1.1 Respond to requests from the tenderer:

Replace the words "five working days" with "three working days".

C.3.2 Issue addenda:

Add the following paragraph:

"Addenda will be published on the National Treasury's **eTenders-Website** and/ or the **eThekwini Municipality Website."** (Refer to **Tender Data: C.1.2**).

C.3.4 Opening of Tender Submissions:

Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the P&SCM Boardroom, 6th Floor, (Municipal Building), 166 KE Masinga Road, Durban.

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

C.3.9 Arithmetical errors, omissions and discrepancies:

Add the following Clause:

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

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

C.3.11 Evaluation of Tender Offers:

Eligibility

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in the **Tender Data: C.2.1**. Tenders not in compliance will be deemed non-responsive.

Functionality

FUNCTIONALITY will be used in the evaluation of tenders.

FUNCTIONALITY will be evaluated to determine the responsiveness of tenders received. The minimum score for FUNCTIONALITY is 60 points. Those tenders not achieving the minimum score will be deemed non-responsive.

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

Preference Point System

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE**, in accordance with the Employer's **SCM Policy: Section 52: Preferential Procurement**.

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

Price Points

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

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

80/20 Procurement System

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

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

Preference Points

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

The Basket of Preference Goals (SCM Policy Section 52.7)

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

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

- **Ownership Goal**
  Goal Weighting: **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
Race: Black (60%) W1	Equals 0%	0
	Between 0% and 51%	1,92
	Greater or equal to 51% and less than 100%	3,36
	Equals 100%	4,8
Gender: Female (40%) W2	Equals 0%	0
	Between 0% and 51%	1,28
	Greater or equal to 51% and less than 100%	2,24
	Equals 100%	3,2
	Maximum Ownership Goal Points:	8

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 tending 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.

Where W1+W2=100

- **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 eThekwini Municipality Vendor Portal) is to be used in the determination of the Tenderer's claim for **Preference Points** for this Specific Goal.

Location	80/20
Not in South Africa	0
South Africa	3,2
Kwa Zulu Natal	5,6
eThekwini Municipality	8
Maximum Goal Points:	8

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: Creation of new jobs to address black youth unemployment**
  Goal Weighting: **20%**

  The tendering entity's **Commitment to Appointment or Actual Appointment**, 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.

Number of jobs created	80/20
0-5	0
6–49	1,6
50 – 100	2,8
Over 100	4
Maximum Goal Points:	4

Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the Tenderer's status)
- Commitment letter to appoint youth from local ward (for a year or more)

C.3.13 Acceptance of tender offer:

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

(a) The Tenderer's municipal rates and taxes are not in arears, or they have made arrangements to meet outstanding municipal fee obligations.

(b) The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.

(c) The Tenderer or any of its directors/ shareholders are n**ot listed on the Register of Tender Defaulters**, in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business with the public sector.

(d) The Tenderer has not:
  i) Abused the Employer's Supply Chain Management System; or
  ii) Failed to perform on any previous contract and has been given a written notice to this effect.

(e) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations (2014), issued in terms of the Occupational Health and Safety Act (1993), the **necessary competencies and resources to carry out the work safely**.

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

C.3.15 Complete adjudicator's contract:

Refer to the Conditions of Contract and the Contract Data.

C.3.17 Copies of contract:

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

T1.2.3ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 Complaints and Objections (Appeals)

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

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

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

Any objection will only be processed upon receipt of a non-refundable administration fee of **R6,131.00** (including VAT), as stipulated in the Municipality's current SCM Policy. An objection will only be considered upon receipt of proof of payment of this fee which must be paid into the following bank account as a real-time payment:

EThekwini Metropolitan Municipality
First National Bank (FNB)
Account Number: 631-6574-6331
Reference Number: **37198-1H**

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

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

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

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

T1.2.3.3 Code of Conduct and Local Labour

The Tenderers shall make themselves familiar with the requirements of the following policies:

- Code of Conduct;

T1.2.3.4 Functionality Specification

- The minimum number of evaluation points for Functionality is **60**
- The Functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality criteria	Sub criteria	Points
Experience of Tenderer	Experience of service provider in executing work of similar scope	40
Experience & Qualification of Key Personals in executing work of similar nature	Structural Engineer	30
	Geotechnical Engineer	20
	Social Facilitator	10
Maximum possible score for Functionality (M_s)		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	pts	Criterion: Tenderer's Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed 1 to 3 projects of a similar nature within the past 10 years.
2	70	To have successfully completed 4 to 7 projects of a similar nature within the past 10 years..
3	90	To have successfully completed 8 to 10 projects of a similar nature within the past 10 years.
4	100	To have successfully completed 11+ projects of a similar nature within the past 10 years.

Experience of Key Resources in executing work of similar nature								
Job Title	**Minimum Qualification Required**	**Professional Registration Required**	**Number of Years' Relevant Experience on projects of a similar nature**					**Total Points**
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Structural Engineer	BSc Eng or BEng or BTech	Pr. Eng, or Pr Tech Eng	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	30
Geotechnical Engineer	BSc Eng or BEng or BTech	Pr. Sci Nat SACNASP	No Submission	≤ 3	> 3 ≤ 7	> 7 ≤ 10	> 10	20
Social Facilitator	Grade 12 or higher	N/A	No Submission	≤ 2	> 2 ≤ 6	> 6 ≤ 9	> 9	10

Note 1:"experience" implies experience on projects of a similar nature with respect to:
Structural Engineering work: - Pre-inspection to existing buildings, structural designs, site inspection and work certification.
Geotechnical Engineering work: - Geotechnical Pre-inspection, report and provide lab results.
Social Facilitator work: - Co-ordinating with the client, ward councillors and beneficiaries. (Minutes, attendance registers, progress reports etc)

Note 2: "accredited degree / diploma" implies a minimum 3 yr qualification within the built environment, from a registered University or Institute of Technology.
NB: Failure to submit Qualification and Professional Registration certificate will invalidate the submission.

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

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

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

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

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

T2.2.1	Compulsory Enterprise Questionnaire	28
T2.2.3	MBD 4: Declaration of Interest	300
T2.2.4	MBD 5: Declaration for Procurement Above R10 Million (if applicable)	333
T2.2.5	Contracts Awarded by Organs of State in the past 5 years	344
T2.2.6	MBD 6.1: Preference Points Claim Form (SCM Policy Section 52.7)	35
T2.2.7	MBD 8: Declaration of Bidder's Past SCM Practices	37
T2.2.8	MBD 9: Certificate of Independent Bid Determination	39
T2.2.9	Declaration of Municipal Fees	411
T2.2.10	CSD Registration Report	422
T2.2.11	Joint Venture Agreements (if applicable)	43
T2.2.12	Record of Addenda to Tender Documents	44

Functionality Evaluation

T2.2.13	Experience of Tenderer	45
T2.2.14	Proposed Organisation and Staffing	46
T2.2.15	Key Personnel	47
T2.2.16	Experience of Key Personnel	48

Contract Part: The Tenderer is required to complete following forms:

C1.1.1	Form of Offer	49
C1.2.2.2	Data to be Provided by Service Provider	55
C2.2	Bill of Quantities	58

• T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

4.0	**MBD 4, MBD 6, MBD 8, and MBD9** issued by National Treasury must be completed for each tender and be included as a tender requirement.

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

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

i) authorizes the Employer to verify the Tenderer's tax clearance status from the South African Revenue Services that it is in order.

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

NAME (Block Capitals): **Date**

SIGNATURE:

T2.2.3 MBD 4: DECLARATION OF INTEREST

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

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

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

1 No bid will be accepted from persons **in the service of the state**[1]**.**

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

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

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

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

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

If yes, furnish particulars: ……

……

3.9	Have you been in the service of the state for the past twelve months? 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? If yes, furnish particulars:	YES / NO
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? If yes, furnish particulars:	YES / NO
3.12	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	YES / NO
3.13	Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? If yes, furnish particulars:	YES / NO
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 ? If yes, furnish particulars:	YES / NO

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

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

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

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

NAME (Block Capitals): **Date**

SIGNATURE:

T2.2.4 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)

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

		Circle Applicable	
1.0	Are you by law required to prepare annual financial statements for auditing?	YES	NO

1.1 **If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.**
The audited annual financial statements are to be included at the back of the tender submission.

2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO

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

2.2 If YES, provide particulars.

……

……

3.0	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO

3.1 If YES, provide particulars.

SEE Returnable Document "Contracts Awarded by Organs of State in the Past 5 Years"

4.0	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO

4.1 If YES, provide particulars.

……

……

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

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

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

SIGNATURE: ....

T2.2.5 CONTRACTS AWARDED BY ORGANS OF STATE IN THE PAST 5 YEARS

In terms of SCM Policy Section 20(1)(d)(iii), Tenderers are to provide details of Works undertaken for the Government or Public Sector entities/ Organs of State in the past 5 Years, including particulars of any material non-compliance or dispute concerning the execution of such contract.

Material non-compliance or dispute (Yes or No)													
Date Completed													
Value of Work													
Consulting Engineer/ Engineers representative													
Employer													
Contract Number													

I, the undersigned, who warrants that they are authorised to sign on behalf of the entity, 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:

T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM (SCMP 52.7: Basket of Preference Goals)

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

1.0 GENERAL CONDITIONS

1.1 The relevant **Preference Points System (80/20 or 90/10)** applicable to this bid is stated in the **Tender Data: C.3.11**.

1.2 Failure on the part of the Tenderer to submit the required proof or documentation, in terms of the requirements in the Tender Data for claiming specific goal preference points, will be interpreted that **Preference Points for Specific Goals** are not claimed.

1.3 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2.0 ADJUDICATION USING A POINT SYSTEM

2.1 The bidder obtaining the highest number of total points will be recommended for the award of the contract.

2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

2.3 Points scored will be rounded off to the nearest 2 decimal places.

2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

2.6 Should two or more bids be equal in all respects the award shall be decided by the drawing of lots.

3.0 POINTS AWARDED FOR PRICE

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

80/20 Procurement System

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

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

4.0 POINTS ALLOCATED FOR THE BASKET OF PREFERENCE GOALS

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

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

80/20 Preference Points System The Specific Goals to be allocated points in terms of this tender:	**Maximum Number of points ALLOCATED**	**Tenderer's Number of points CLAIMED**
Ownership Goal: Race (black)	4,8	
Ownership Goal: Gender (female)	3,2	
RDP Goal: The promotion of South African owned enterprises.	8	
Creation of new jobs	4	
Total CLAIMED Points (maximum 20)	**20**	

5.0 REMEDIES FOR THE SUBMISSION OF FALSE INFORMATION

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

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

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

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

SIGNATURE: .....

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

1.0 This Municipal Bidding Document must form part of all bids invited.

2.0 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a) abused the municipal entity's supply chain management system or committed any improper conduct in relation to such system.
b) been convicted for fraud or corruption during the past five years.
c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

	Circle Applicable	
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.	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.

……

……

		Circle Applicable	
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.		
	…….		
	…….		

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

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

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

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

SIGNATURE: ---------- ----------

T2.2.8 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

NOTES

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

1.0 This Municipal Bidding Document (MBD) must form part of all **bids**[1] invited.

2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or **bid rigging**).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3.0 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;
b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4.0 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.

5.0 In order to give effect to the above, the below **Certificate of Independent Bid Determination** must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid for: Contract **37198-1H**
Enter the Contract Title: multiple lines allowable

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

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

I certify, on behalf of: ……

that:

(continued on next page)

1. I have read and I understand the contents of this Certificate.

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation.
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

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

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

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

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

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

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

SIGNATURE: _____

T2.2.9 DECLARATION OF MUNICIPAL FEES

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

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

.....

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

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

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

Account	**Account Number: to be completed by Tenderer**											
Consolidated Account												
Electricity												
Water												
Rates												
JSB Levies												
Other												

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

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

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

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

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

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

NAME (Block Capitals): **Date**

SIGNATURE:

T2.2.10 CSD REGISTRATION REPORT

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

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

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

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



CENTRAL SUPPLIER DATABASE FOR GOVERNMENT

Report Date:

Report Ran By:

CSD REGISTRATION REPORT

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, a printout of their CSD Registration Report.

Failure to comply will result in the tender offer being deemed non-responsive.

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

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

SIGNATURE: _____ _____

T2.2.11 JOINT VENTURES AGREEMENTS

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

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

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

INTENT TO FORM A JOINT VENTURE

Should our submission for CONTRACT: **37198-1H** be successful, a Joint Venture will be established by the parties as listed below, as an unincorporated association, with the purposes of securing and executing the Contract, for the benefit of the Members.

Proposed Joint Venture			
Joint Venture Title (name):			
Represented by (name):		Tel:	
Lead Partner/ Member 1			
Entity Name:			
Ownership Interest in JV %:		CSD Registration:	MAAA
CIDB #:			
Represented by (name):		Signature:	
Partner/ Member 2			
Entity Name:			
Ownership Interest in JV %:		CSD Registration:	MAAA
CIDB #:			
Represented by (name):		Signature:	
Partner/ Member 3			
Entity Name:			
Ownership Interest in JV %:		CSD Registration:	MAAA
CIDB #:			
Represented by (name):		Signature:	

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

T2.2.12 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

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

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

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

SIGNATURE: _____ _____

T2.2.13 EXPERIENCE OF TENDERER

Refer to Additional Conditions of Tender: T1.2.3.3 for Functionality Points evaluation prompts.

The following is a statement of works of similar nature (in relation to the scope of works) recently (within the past 10 years) executed by myself / ourselves.

Tenderers are to submit copies of signed completion certificates for all projects submitted.

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED

T2.2.14 PROPOSED ORGANISATION and STAFFING

The Tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff.

The roles and responsibilities of each key staff member / expert should be set out as 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 attach their organization and staffing proposals to this page. (this is to include both the on-site and off-site staffing resources used for this project)

In addition to any lists, this information should also be shown in an organogram format (flow chart) clearly indicating the staff hierarchy and reporting lines, again for on- and off-site resources.

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: _____ _____

T2.2.15 KEY PERSONNEL

Refer to Additional Conditions of Tender: T1.2.3.3 for Functionality Points evaluation prompts.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel (Contract's Manager, Site Agent, and Foremen) which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS	
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY
Structural Engineer		
Geotechnical Engineer		
Social Facilitator		
Others:		
.....		
.....		
.....		
.....		
.....		

Note: CVs of key personnel may be requested during the contract period.

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: ..... _____

T2.2.16 EXPERIENCE OF KEY PERSONNEL

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 (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
3) The key staff members' / experts' knowledge of issues which the Tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of the contract manager, site agent(s) and general foreman of not more than 2 pages should be attached to this schedule:

Each CV should be structured under the following headings:

a) Personal particulars
- name
- date and place of birth
- place (s) of tertiary education and dates associated therewith
- professional awards

b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)

c) Skills

d) Name of current employer and position in enterprise

e) Overview of post-graduate / diploma experience (year, organization and position)

f) Outline of recent assignments / experience that has a bearing on the scope of work

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: _____ _____

PART C1: AGREEMENT AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.1: OFFER

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

Contract No: **37198-1H**

Contract Title: Provision of Professional Services for Structural, Geotechnical and Social Facilitation for the construction of 90 pre1994 housing stock in the former R293 Towns

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

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

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

R..... (*In words* .....

.....)

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

For the Tenderer:

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

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

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

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

Address : .....

: .....

Telephone : .....

Witness:

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

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

Notes:
*** Indicates what information is mandatory.**
Failure to complete the mandatory information and sign this form will invalidate the tender.

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.2: FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

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

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

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

Address : .....

: .....

Witness:

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

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

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 *(in capitals)*	……..……..
……..……..	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 eThekwini Municipality as represented by: **Deputy Head: Human Settlements**

3.4 & The authorised and designated representative of the Employer is: Lindani Mnguni

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

- Telephone : 031 311 1671
- e-mail : Lindani.Mnguni@durban.gov.za

- E-mail : Lindani.mnguni@durban.gov.za

The address for the Receipt of communications is: 2 Aries Place, Woodhurst, Chatsworth

1 The Project is : **37198-1H**
: **Provision of Professional Services for Structural, Geotechnical and Social Facilitation for the construction of 90 pre1994 housing stock in the former R293 Towns**

1 Period of Performance : **24 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 : **Project to commence at inception meeting date**

3.4.1 Communications by e-mail is permitted.

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

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

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

3.12 The penalty per Day payable is: **R 500** subject to a maximum amount of **R 5000**.

3.15.1 The programme shall be submitted within **14 Days** of the award of the Contract.

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

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

3.16.2 The indices are those contained in **Table A of P0141 Consumer Price Index** for "CPI for services" Published by Statistics South Africa.

4.3.1(d) The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.

5.4.1 The Service Provider is required to provide Professional indemnity in an amount as set out in the Professional Indemnity Schedule.

1. Insurance against : **Professional indemnity & Liability**
Cover is : **R 10 mil**
Period of cover :Period of performance

5.5 The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

1) **Issue site instructions to the contractor**

2) **Specify.**

7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.

8.1 The Service Provider is to commence the performance of the Services within **14 Days** of date that the Contract becomes effective.

8.2.1 The Contract is concluded when: **Period of performance expires after the maximum permitted 24 months, successful conclusion of the project or employer terminates project.**

8.4.3(c) The period of suspension under clause 8.5 is not to exceed **3 months**.

9.1 Copyright of documents prepared for the Project shall be vested with the **Employer**.

11.1 A Service Provider may subcontract any work which he has the skill and competency to perform.

12.1 Interim settlement of disputes is to be by **Mediation**.

12.2/3 Final settlement is by **Arbitration**.

12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by: **Association of mediators**.

12.3.3 The adjudicator is the person appointed by:
Specify (name of an official within a body / association).

Tel …….. Email ……

12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **employer**.

13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R5m**.

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 **1 months** from the date of termination or completion of the Contract.

13.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to **R 0.00**.

13.5.1 The provisions of 13.5 do not apply to the Contract.

13.6 The provisions of 13.6 do not apply to the Contract.

15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

C1.2.2.2 DATA TO BE PROVIDED BY THE SERVICE PROVIDER

Ref / Clause Number	Data
1	The Service Provider is: …… …… Address : …… …… …… Telephone : …… E-Mail : ……
5.3	The authorised and designated representative of the Service Provider is: Name : …… The address for receipt of communications is: Address : …… …… …… Telephone : …… E-Mail : ……
1	The Period of Performance is : ……
5.5 & 7.1.2	The Key Persons and their jobs / functions in relation to the services are: Name : …… Specific Duties : …… Name : …… Specific Duties : ……

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.

Key Performance Indicators (KPIs) are specified in the C3: Scope of Works or will be discussed and agreed with the Contractor before commencement of the contract.

C1.2.3.2 RETENTION

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

C1.2.3.3 SUBCONTRACTING

*It is a condition of contract that the consultant must allow for a minimum of **10%** of the contract value (excluding PC Sum items and Fixed Cost allowances) to be subcontracted to companies who are **>51%** owned by Black People. Proof of payment to the company will be required to verify that the minimum has been achieved.*

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

C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS

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

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

C 2.1.2.1 a) Fees:

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

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

NHBRC's approval is to be obtain for construction purposes.

b) Professionals shall submit payment schedule detailing the work done intended to be claimed

C2.2: PRICING SCHEDULE

Item	Description	Quantity	Rate	Amount
1	Pre-Inspection (Structural Survey)	90		R
1	Structural Engineer (Designs)	90		R
2	Structural Engineer (Site Inspections & Certification)	90		R
3	Geotechnical Engineer	90		R
5	Social Facilitator	90		R
…..				
	TOTAL EXCLUDING VAT			R
	VAT			R
	TOTAL INCLUDING VAT (this value to be transferred to the Form of Offer)			R

NAME : ..... (Block Capitals)

SIGNATURE : ……..……..…… DATE: .....

(of person authorised to sign on behalf of the Tenderer)

PART C3: SCOPE OF WORK

C3.1 BACKGROUND

This contract is for the rehabilitation of pre-1994 housing stock within eThekwini Municipality areas. There are 90 Pre-1994 housing stock that requires rehabilitation due to structural defects and poor conditions. These units were constructed in the early 1950s and are now structurally defected causing danger to occupants. The affected areas are; R293: Magabheni, KwaMakhutha, Umlazi, KwaNdengezi, KwaDabeka, Ntuzuma, KwaMashu, Inanda, Mpumalanga, Lamontville and Hambanathi.
A business plan was prepared and submitted to Provincial Department of Human Settlement for approval.

The proposed development comprises in-situ upgrading by way of refurbishment of existing minor defected houses, demolishing and rebuilding of major structurally defected units.

For this construction project, the Municipality needs to appoint a Structural Engineer with a support team of Geotechnical Engineer and Social Facilitator, who will be responsible for the project and programme management which is proportionate with the project cycle from Pre-inspections (Structural and Geotechnical investigations), through design processes, to construction and handover of top-structures (relevant certifications). The Project will be managed internally.

The summary of the scope of works includes pre-inspection of the existing houses to determine the scope of work, Geotechnical Investigations, structural designs, construction inspections and provide relevant certifications.
The allocation of work will be based on the availability of funding from Provincial Human settlement.

C3.2 EMPLOYER'S OBJECTIVES

C3.1.2 Extent of the Works

The works relate to the upgrading of 90 Pre-1994 Housing Stock within eThekwini Regions. To execute the works, the Municipality needs to appoint a Structural and Geotechnical Engineers who will be responsible for professional **project Pre-Inspections on the existing houses to identify the scope of work, undertake structural designs & Geotechnical Investigations; construction inspections** and **project close out activities (certifications).**

C3.3.1 DUTIES

The professional duties to be performed in terms of this contract will be as defined in Annexure 2: CIDB Standard Professional Services Contract as well as the Identification of Work Document (IDoW) as recommended by the Council for the Built Environment (CBE) for various Councils within the Built Environment for persons registered in terms of the Council for the Built Environment Act (Act No 43 of 2000. The version will be the latest version as at the date of close of this tender. The stages in the Form of Agreement to this contract are from project initiation briefing through to project close out stages.

PROJECT BRIEF: STRUCTURAL ENGINEERING CONSULTANT

The scope of service for the Structural Engineer shall be based on the Guidelines Scope of Services as recommended by the Engineering Council of South Africa [ECSA] for persons registered in terms of the Engineering Professions Act No 46 of 2000, as amended. This will be a requirement for approval to proceed to submit the layout for approval to the Municipal Line Departments.

DUTIES AND RESPONSIBILITIES OF CIVIL / STRUCTURAL ENGINEERING CONSULTANT

- Evaluation of existing bulk infrastructure servicing the area to determine current infrastructure, available capacity and future demand based on the proposed town planning layout in order to determine any future upgrades that may be necessary. This will entail inter alia physically verifying existing infrastructure, liaising with the various role players including but not limited to: service providers, town planers, municipal officials etc. It is envisaged that each household will be supplied with water borne sewer, a house connection with potable water and electricity.

- Provision of preliminary designs.
- Obtain approval of designs by related department., i.e NHBRC
- Provide Professional Indemnity to the value of the work done.

STRUCTURAL ENGINEER- Scope of Works

The scope of work for the Structural Engineer is as follows:

- To undertake pre-inspections to existing houses to identify the scope of work per house.
- To provide undertake rational designs of the structural elements of houses in accordance with the provisions of the Home Building Manual and NHBRC requirements in order to satisfy certain provisions of the generic specifications GFSH-11(Design and Construction of Houses) and to monitor and certify construction on various stages to ensure that design intent is met.
- Identify, Design and Certify extra work such as Retaining walls, Sub-Soil Drainages and Soil Improvements.
- Make sure designs are approved by the relevant statutory bodies.
- Inspection and certification of value for money during the construction and completion.
- Provide the various certification of the house construction and a final certification.
- To monitor the construction of houses for compliance with the requirements of National Home Builders Registration Council's technical requirements

DELIVERABLES

1. Sewer Network

1.1 Existing Sewer

- Physical verification of existing bulk mains
- Investigate and detail the different types of infrastructure servicing the area e.g. water borne sewer, VIP and urine diversion toilets etc.
- Investigate and detail the condition of the service.
- Determine catchment areas and volumes, as per proposed phases, draining into the main bulk line – these areas must be shown on a plan of the area.
- Investigate and detail the available capacity of the existing system.
- Submission of adequately scaled drawings showing all bulk sewer mains within the project area. Drawings must be in colour and 4 sets are to be submitted. A DXF format of the drawings must also be submitted.

1.2 Proposed New Sewer

- Determine future demand by calculating new volumes and flows for each phase based on the densities of the proposed town planning layout.
- Analyse the impact of the new load on the existing system
- Determine upgrades to the existing system, if warranted.
- Liaise with the eThekwini Municipality's Water and Sanitation Unit to determine capacity and whether upgrades to the waste water treatment works servicing the area is necessary.

3. Stormwater Network

3.1 Existing Stormwater Network

- Physical verification of existing stormwater pipes and culverts.
- Investigate and detail the different types of infrastructure servicing the area e.g. concrete pipe, open stromwater channels etc.
- Investigate and detail the condition of the service.
- Determine available capacity of the system.
- Submission of adequately scaled drawings showing the stormwater network within the project area. Drawings must be in colour and 4 sets are to be submitted. A DXF format of the drawings must also be submitted.

3.2 New Proposed Stormwater Network

- Determine future runoff based on new densities of the proposed town planning layout.
- Analyse the impact of the new volumes and flows on the existing system.
- Determine upgrades to the existing system, if warranted.
- Determine any protection works to the existing stream that may be necessary.

4. Civil Engineering Design

- The civil engineer to undertake all infrastructure designs necessary that is, preliminary designs. This consultant will be responsible for contract management, administration and implementation of the project

Professional Competency Required

Service Providers must comply with legislative and governmental policy requirements and be registered with the Engineering Council of South Africa, as a professional in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), CIDB (if applicable) and any other respective professional body. Must have the Professional Indemnity as prescribed by the Engineering Council. PI cover must be maintained by the professional for a minimum period of 3 years after completion of the project as stipulated by ECSA. (Copies of academic qualifications including registration certificates are to be attached and submitted with this tender document)

PROJECT BRIEF: GEO-TECHNICAL ENGINEER

DUTIES AND RESPONSIBILITIES OF THE GEO-TECHNICAL ENGINEER.

The geotechnical engineer shall:

- Conduct a detailed geotechnical assessment on the subject site to determine its suitability for the project.
- Conduct the geotechnical assessment in line with the NHBRC requirements.
- Provide recommendations on the developmental constraints of the site by mapping out areas of the site that are not appropriate for the erection of structures.
- Work in close consultation with the project manager and professional team to ensure successful and timeous completion of the project.
- Professional Geotechnical services for the purposes of construction of houses.
- Fees payable will include laboratory tests, plant hire, disbursements, advertising, hydrological study, field and office work.
- All work must be to the standards required of the SAACE and NHBRC.
- Provide the Project Manager with all appropriate information as and when required.
- Attend monthly progress meetings as scheduled by the Project Manager or as necessary.
- Comply with programme requirements as stipulated by the Project Manager to ensure that neither part nor whole of the works (construction of Housing) is delayed in any way.
- Provide appropriate base information to the Civil Engineer and Town Planner for the purpose of Town planning and Engineering Design respectively.
- Submit final technical report to NHBRC for approval and to amend report where NHBRC has requested such.
- To identify any potential Hazards;
- Define the ground conditions and provides Site Classifications including detailed soil profile and groundwater occurrences within the zone of influence of foundation work;
- Provide the geotechnical basis for safe and appropriate land use planning, infrastructure design, housing unit design, and the formulation of precautionary measures and risk management procedures;
- Broadly classify the land which is to be developed for subsidy housing in terms of the Council's residential Site Class designations;
- To confirm and refine the residential Site Class designations in respect of each erf so that the necessary documentation required for the enrolment of individual houses with the NHBRC can take place; and
- Confirm and refine in sites with D2 and D3 dolomitic area designations, that the mandatory precautions have been observed.
- To provide technical input into the detailed design and implementation of the internal civil infrastructure and the house platform classifications, variation calculations etc. as per the DoHS & NHBRC guidelines.

- To provide technical input into the detailed design and implementation stage of the bulk services roll out. The appointed service provider will ensure that outcome and input will be communicated with the Civil Engineer which will be appointed separately by municipal engineering unit (Development Engineering)

Professional Competency Required

- Service Providers must comply with legislative and governmental policy requirements and be registered with either the **South African council for Natural Scientific Professions (SACNASP)** as Professional Natural Scientist ie Pr. Sci Nat.

PROJECT BRIEF: SPECIALISED DEVELOPMENT FACILITATION AND BENEFICIARY ADMINISTRATION

SOCIAL FACILITATOR - Scope of Works

The scope of work is as follows:

- To ensure that relevant stakeholders including the surrounding communities are properly informed about the project throughout the duration of the project.
- Consolidating a social compact determining the needs analysis in thus guiding to what product is needed.
- Identify & ensure key stakeholders involvement in the projects, including the municipality, traditional authority, community structures, communities and the Housing Department.
- Facilitation of community workshops with DoHS, Municipality and professional team to address the housing process and top-structure solutions.
- Facilitate and beneficiary registrations.
- Introduce the stakeholders to the housing process, project cycle, timeframes, risks of project failure, relative roles and responsibilities.
- Identify key needs, existing social facilities and adequacy thereof, particularly schools, health care, telephones, transport, etc.
- Facilitate agreements between relevant stakeholders.
- Facilitate stakeholder engagement through meetings and feedback through the Local Authority Council.
- The social facilitator ensures that the necessary liaison with the relevant provincial government structures takes place at the correct intervals and ensures that the necessary approvals are obtained.

PROFESSIONAL COMPETENCY REQUIRED

Service Providers must comply with legislative and governmental policy requirements.

C3.3: ANNEXURES

C.3.3.1 CIDB STANDARD PROFESSIONAL SERVICES CONTRACT

C.3.3.2 Insert as required or "There are no other Annexures"

C3.3.1 CIDB STANDARD PROFESSIONAL SERVICES CONTRACT

STANDARD PROFESSIONAL SERVICES CONTRACT

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Standard Professional Services Contract