



Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekweni Municipality's Vendor Portal.

Hard copy versions cannot be obtained from the Employer.

Reference is to be made to Clause F.1.2 and F.3.2 of the Conditions of Tender.

**WATER AND SANITATION UNIT**  
**ENGINEERING DEPARTMENT**

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

**CONTRACT No: PSC 2019/008**

**TITLE: Provision of Professional Consulting Services for the  
Design and Construction Monitoring of Improvements to  
Isipingo Wastewater Treatment Works**

Issued by: **WATER AND SANITATION UNIT**

Date of Issue: **September 2021**

**Document Version : 01/04/2021**

NAME OF TENDERER : .....

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**PART T1 : TENDERING PROCEDURES**  
**T1.1 : TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited for the works to design and monitor construction for improvements to Isipingo Wastewater Treatment Works.

The Employer is the eThekweni Municipality as represented by: Deputy Head : WATER AND SANITATION ENGINEERING DEPARTMENT

Tenders must be submitted on official tender documentation issued (in electronic format) by the eThekweni Municipality.

- Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekweni Municipality's Vendor Portal. The entire document should be printed and suitably bound by the tenderer.
- Hard copy versions cannot be obtained from the Employer.

(F.2.7) There will be no clarification Meeting. Bidders are requested to submit email queries related to the bid. All email queries are to be submitted by 2021-10-01. Email questions and answers will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers by 2021-10-07

(F.1.4) Queries relating to these documents may be addressed to the Employers Agent's Representative (via email), no later than 01 October 2021, whose contact details are: Bianca Govender  
031 311 8652 (t)  
Bianca.govender@durban.gov.za

All queries received via email (including responses) will be consolidated and posted on the eTenders / Municipal website by 07 October 2021 for the benefit of all tenderers.

(F.2.13) Tender offers shall be delivered to: Municipal Building  
166 K.E. Masinga Road (formerly Old Fort Road)  
DURBAN  
**and placed in the tender box located in the ground floor foyer**

(F.2.15) Tender offers shall be delivered: on or before Friday, 15 October 2021  
at or before 11:00

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

**PART T1 : TENDERING PROCEDURES**

**T1.2: TENDER DATA**

**T1.2.1 STANDARD CONDITIONS OF TENDER**

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

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

**T1.2.2 TENDER DATA**

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

**F.1.1 The Employer :** The Employer for this Contract is the eThekweni Municipality as represented by: Water and Sanitation Unit

**F.1.2 Tender documents:** The Tender Documents issued by the Employer comprise the documents as per the INDEX of this Tender Document.

Tenders must be submitted on official tender documentation issued (in electronic format) by the eThekweni Municipality.

- Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekweni Municipality's Vendor Portal. The entire document should be printed and suitably bound by the tenderer.

In addition, Tenderers are advised in their own interest, to obtain their own copies of the following acts, regulations and standard documents, referred to in the this document:

- The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014.
- The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (January 2017).
- CIDB Standard for Uniformity in Construction Procurement (July 2015).
- The Employer's current Supply Chain Management Policy.

**F.1.4 The Employer's Agent is :**

Name : Bhavna Soni  
Tel : 031 311 8602 (t)  
Email : Bhavna.soni@durban.gov.za

**The Employers Agent's Representative is :**

Name : Bianca Govender  
Tel : 031 311 8652 (t)  
Email : Bianca.govender@durban.gov.za

**F.1.6 Procurement procedures :** The Open Procedure for Competitive Selection shall be applied.

**F.2.1 Eligibility :** A Tenderer will not be eligible to submit a tender if:

- (a) The Tenderer submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) The Tenderer does not have the legal capacity to enter into the contract;
- (c) The Tenderer does not comply with the legal requirements stated in the Employer's current SCM Policy;
- (d) The Tenderer cannot demonstrate that it possesses the necessary expertise and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (e) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (f) At the time of closing of tenders, the Tenderer is not registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.
- (g) If the tenderer is required by law to prepare annual financial statements for auditing, the tenderer must submit their audited annual financial statements:
  - i) for the past three years; or
  - ii) since their establishment if established during the past three years;

If the tenderer is not required by law to prepare audited financial statements, then the tenderer must submit a Public Interest (PI) Score, whereby if the PI score is above 350 points then the bidder must submit audited financial statements.

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

"Documents may be obtained, free of charge, in electronic format, from the National Treasury's eTenders website or the eThekweni Municipality's Vendor Portal. The entire electronically downloaded document should be printed and suitably bound by the tenderer.

**F.2.7 Clarification meeting:** There will be no clarification meeting.

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

**F.2.13 Submitting a tender offer :** The following applies to this tender

- **F.2.13.2:** All supporting documents must be submitted with the tender document.
- **F.2.13.3:** Tender offers shall be submitted as an original only (hard copy only). In addition, a scanned copy of the completed tender document must be submitted on a CD attached to the original tender document.
- **F.2.13.5:** Identification details to be shown on each tender offer package, are: Contract No.,

Contract Title, Tenderers Name, Contact Address;

- **F.2.13.9:** Telephonic, telegraphic, telex, facsimile, posted or e-mailed tender offers will not be accepted.

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

Closing Date : on or before Friday, 15 October 2021  
Closing Time : at or before 11:00  
Delivery Address : Municipal Building  
166 K.E. Masinga Road (formerly Old Fort Road)  
DURBAN

**F.2.16 Tender offer validity :** The Tender Offer validity period is 84 Days from the closing time for submission of tenders.

**F.2.23 Certificates :** Refer to Part T2.1.2 for a listing of certificates that must be provided with the tender.

**F.3.4 Opening of Tender Submissions :** Tenders will be opened immediately after the closing time for tenders and will not be open to the public.

**F.3.11 Evaluation of Tender Offers :** The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality's current SCM Policy, the Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (January 2017).

- The procedure for the evaluation of responsive tenders is **Method 2** (Price and Preference with a Functionality threshold).
- The minimum number of evaluation points for functionality, and the calculation thereof, are according to the provisions of F.3.11.9.
- The evaluation criteria for functionality are according to the provisions of F.3.11.9. Tender offers that fail to meet the functionality criteria will be rejected as non-responsive.
- The **80/20** preference points system will be used where the financial value (incl. VAT) of one or more responsive tender offers have a value that equals or is less than R 50,000,000. The Formula used to calculate the **Price Points** will be that in F.3.11.3.4 (a) and the **Preference Points** will be allocated according to the 2017 PPPFA Regulations.
- The **90/10** preference points system will be used where the financial value (incl. VAT) of all responsive tenders received have a value in excess of R 50,000,000. The Formula used to calculate the **Price Points** will be that in Cl. F.3.11.3.5 (a) and the **Preference Points** will be allocated according to the 2017 PPPFA Regulations.

**F.3.11.9** The minimum number of evaluation points (i.e. total weighted) for Functionality is **70**. Only those tenderers who meet this threshold will be eligible to have their tenders further evaluated.

The tenderer's functionality points will be weighted according to the table below:

Functionality Criteria		Maximum Score (Ms)	Weighting (W2)
1. Tenderer's Experience		100	20
2. Experience of Key Staff	Project Lead	100	15
	Lead Civil Design Engineer	100	10
	Lead Reinforced Concrete and Structural Design Engineer	100	10
	Lead Mechanical Design Engineer	100	10
	Lead Electrical Design Engineer	100	10
	Lead Control and Instrumentation Design Engineer	100	10
3. Approach Paper and Methodology		100	10
4. Programme		100	5
			<b>100</b>

Each functionality criteria will be based on a logarithmic scale and assessed in terms of five (5) indicators according to the table below:

Level 0	Level 1	Level 2	Level 3	Level 4
0	70	80	90	100

Functionality shall be scored by not less than three (3) evaluators in accordance with the evaluation schedules found in Part T2.2: Returnable Schedules.

Functionality Criteria	Returnable Schedule
1. Tenderer's Experience	Tenderer's Experience
2. Experience of Key Staff	Experience of Key Staff
3. Approach Paper and Methodology	Approach Paper and Methodology
4. Programme	Preliminary Programme

The prompts for judgement for each evaluation criteria are listed below:

<b>Criteria : Tenderer's Experience</b>	
<p><b>Note:</b> "successfully completed" implies a project that has been completed on time and to specification. The tenderer must submit certificates of completion / signed letters from the respective Client/s confirming completion of the said project. Failure to submit this information will result in the project not being considered as part of the evaluation.</p>	
<b><u>Level 0</u></b> Score = 0	No information provided / no relevant experience / project/s completed more than fifteen (15) years ago / completed less than three (3) projects
<b><u>Level 1</u></b> Score = 70	To have successfully completed at least <b>three (3) projects</b> (within the past fifteen (15) years) which each involved the detailed design (i.e. civil, structural, mechanical, electrical and instrumentation design) and construction monitoring of Wastewater Treatment Works.
<b><u>Level 2</u></b> Score = 80	To have successfully completed at least <b>four (4) projects</b> (within the past fifteen (15) years) which each involved the detailed design (i.e. civil, structural, mechanical, electrical and instrumentation design) and construction monitoring of Wastewater Treatment Works.
<b><u>Level 3</u></b> Score = 90	To have successfully completed at least <b>five (5) projects</b> (within the past fifteen (15) years) which each involved the detailed design (i.e. civil, structural, mechanical, electrical and instrumentation design) and construction monitoring of Wastewater Treatment Works.
<b><u>Level 4</u></b> Score = 100	To have successfully completed at least <b>six (6) projects</b> (within the past fifteen (15) years) which each involved the detailed design (i.e. civil, structural, mechanical, electrical and instrumentation design) and construction monitoring of Wastewater Treatment Works.



<b>Criteria : Experience of Key Staff</b>						
Note: certificates confirming qualifications and registrations must be attached. Failure to submit this information will result in the respective key personnel not being considered as part of the evaluation.						
	Project Lead	Lead Civil Design Engineer	Lead Reinforced Concrete and Structural Design Engineer	Lead Mechanical Design Engineer	Lead Electrical Design Engineer	Lead Control and Instrumentation Design Engineer
<b>Level 0</b> Score = 0	No information provided / irrelevant information provided / does not meet minimum educational requirement / does not meet professional registration requirement / less than ten (10) years of relevant experience.	No information provided / irrelevant information provided / does not meet minimum educational requirement / does not meet professional registration requirement / less than ten (10) years of relevant experience.	No information provided / irrelevant information does not meet minimum educational requirement / does not meet professional registration requirement / less than ten (10) years of relevant experience.	No information provided / irrelevant information provided / does not meet minimum educational requirement / does not meet professional registration requirement / less than ten (10) years of relevant experience.	No information provided / irrelevant information provided / does not meet minimum educational requirement / does not meet professional registration requirement / less than ten (10) years of relevant experience.	No information provided / irrelevant information does not meet minimum educational requirement / does not meet professional registration requirement / less than ten (10) years of relevant experience.
<b>Level 1</b> Score = 70	<b>Ten (10) to Fifteen (15)</b> years of experience on projects relating to the design and construction monitoring of municipal or industrial wastewater treatment plants <b>AND</b> BSc Degree/BTech Degree/NHD in Engineering (Civil/Mechanical/Electrical) <b>AND</b> Registration with ECSA as PR Eng/PR Tech Eng	<b>Ten (10) to Fifteen (15)</b> years of experience on projects relating to civil and hydraulic design of wastewater treatment plants <b>AND</b> BSc Degree/BTech Degree/NHD in Civil Engineering <b>AND</b> Registration with ECSA as PR Eng/PR Tech Eng	<b>Ten (10) to Fifteen (15)</b> years of experience on projects relating to reinforced concrete and structural steel elements <b>AND</b> BSc Degree/BTech Degree/NHD in Civil Engineering <b>AND</b> Registration with ECSA as PR Eng/PR Tech Eng	<b>Ten (10) to Fifteen (15)</b> years of experience on projects relating to the design of mechanical components for municipal or industrial wastewater treatment plants and/or pump stations <b>AND</b> BSc Degree/BTech Degree/NHD in Mechanical Engineering <b>AND</b> Registration with ECSA as PR Eng/PR Tech Eng	<b>Ten (10) to Fifteen (15)</b> years of experience on projects relating to the design of medium and low voltage electrical networks and motor control systems <b>AND</b> BSc Degree/BTech Degree/NHD in Electrical/Electronic Engineering <b>AND</b> Registration with ECSA as PR Eng/PR Tech Eng	<b>Ten (10) to Fifteen (15)</b> years of experience on projects relating to the design of industrial automation and control systems <b>AND</b> BSc Degree/BTech Degree/NHD in Electrical/Electronic Engineering <b>AND</b> Registration with ECSA as PR Eng/PR Tech Eng

Criteria : Experience of Key Staff continued....					
Project Lead	Lead Civil Design Engineer	Lead Reinforced Concrete and Structural Design Engineer	Lead Mechanical Design Engineer	Lead Electrical Design Engineer	Lead Control and Instrumentation Design Engineer
<p><b>Sixteen (16) to Twenty (20)</b> years of experience on projects relating to the design and construction monitoring of municipal or industrial wastewater treatment plants</p> <p><b>AND</b> BSc Degree/BTech Degree/NHD in Engineering (Civil/Mechanical/Electrical)</p> <p><b>AND</b> Registration with ECSA as PR Eng/PR Tech Eng</p>	<p><b>Sixteen (16) to Twenty (20)</b> years of experience on projects relating to civil and hydraulic design of wastewater treatment plants</p> <p><b>AND</b> BSc Degree/BTech Degree/NHD in Civil Engineering</p> <p><b>AND</b> Registration with ECSA as PR Eng/PR Tech Eng</p>	<p><b>Sixteen (16) to Twenty (20)</b> years of experience on projects relating to the design of reinforced concrete and structural steel elements</p> <p><b>AND</b> BSc Degree/BTech Degree/NHD in Civil Engineering</p> <p><b>AND</b> Registration with ECSA as PR Eng/PR Tech Eng</p>	<p><b>Sixteen (16) to Twenty (20)</b> years of experience on projects relating to the design of mechanical components for municipal or industrial wastewater treatment plants and/or pump stations</p> <p><b>AND</b> BSc Degree/BTech Degree/NHD in Mechanical Engineering</p> <p><b>AND</b> Registration with ECSA as PR Eng/PR Tech Eng</p>	<p><b>Sixteen (16) to Twenty (20)</b> years of experience on projects relating to the design of medium and low voltage electrical networks and motor control systems</p> <p><b>AND</b> BSc Degree/BTech Degree/NHD in Electrical/Electronic Engineering</p> <p><b>AND</b> Registration with ECSA as PR Eng/PR Tech Eng</p>	<p><b>Sixteen (16) to Twenty (20)</b> years of experience on projects relating to the design of industrial automation and control systems</p> <p><b>AND</b> BSc Degree/BTech Degree/NHD in Electrical/Electronic Engineering</p> <p><b>AND</b> Registration with ECSA as PR Eng/PR Tech Eng</p>
<p><b>Level 2</b> Score = 80</p>					

Criteria : Experience of Key Staff continued...						
	Project Lead	Lead Civil Design Engineer	Lead Reinforced Concrete and Structural Design Engineer	Lead Mechanical Design Engineer	Lead Electrical Design Engineer	Lead Control and Instrumentation Design Engineer
	<p><b>Twenty One (21) to Twenty Five (25)</b> years of experience on projects relating to the design and construction monitoring of municipal or industrial wastewater treatment plants</p> <p><b>AND</b> BSc Degree/BTech Degree/NHD in Engineering <b>AND</b> Registration with ECSCA as PR Eng/PR Tech Eng</p>	<p><b>Twenty One (21) to Twenty Five (25)</b> years of experience on projects relating to civil and hydraulic design of wastewater treatment plants</p> <p><b>AND</b> BSc Degree/BTech Degree/NHD in Civil Engineering <b>AND</b> Registration with ECSCA as PR Eng/PR Tech Eng</p>	<p><b>Twenty One (21) to Twenty Five (25)</b> years of experience on projects relating to the design of reinforced concrete and structural steel elements</p> <p><b>AND</b> BSc Degree/BTech Degree/NHD in Civil Engineering <b>AND</b> Registration with ECSCA as PR Eng/PR Tech Eng</p>	<p><b>Twenty One (21) to Twenty Five (25)</b> years of experience on projects relating to the design of mechanical components for municipal or industrial wastewater treatment plants and/or pump stations</p> <p><b>AND</b> BSc Degree/BTech Degree/NHD in Mechanical Engineering <b>AND</b> Registration with ECSCA as PR Eng/PR Tech Eng</p>	<p><b>Twenty One (21) to Twenty Five (25)</b> years of experience on projects relating to the design of medium and low voltage electrical networks and motor control systems</p> <p><b>AND</b> BSc Degree/BTech Degree/NHD in Electrical/Electronic Engineering <b>AND</b> Registration with ECSCA as PR Eng/PR Tech Eng</p>	<p><b>Twenty One (21) to Twenty Five (25)</b> years of experience on projects relating to the design of industrial automation and control systems</p> <p><b>AND</b> BSc Degree/BTech Degree/NHD in Electrical/Electronic Engineering <b>AND</b> Registration with ECSCA as PR Eng/PR Tech Eng</p>
	<p><b>Level 3</b> Score = 90</p>					

Criteria : Experience of Key Staff continued...						
Project Lead	Lead Civil Design Engineer	Lead Reinforced Concrete and Structural Design Engineer	Lead Mechanical Design Engineer	Lead Electrical Design Engineer	Lead Control and Instrumentation Design Engineer	
<p><b>Greater than Twenty Five (25)</b> years of experience on projects relating to the design and construction monitoring of municipal or industrial wastewater treatment plants</p> <p><b>AND</b></p> <p>BSc Degree/BTech Degree/NHD in Engineering (Civil/Mechanical/ Electrical)</p> <p><b>AND</b></p> <p>Registration with ECSA as PR Eng/PR Tech Eng</p>	<p><b>Greater than Twenty Five (25)</b> years of experience on projects relating to civil and hydraulic design of wastewater treatment plants</p> <p><b>AND</b></p> <p>BSc Degree/BTech Degree/NHD in Civil Engineering</p> <p><b>AND</b></p> <p>Registration with ECSA as PR Eng/PR Tech Eng</p>	<p><b>Greater than Twenty Five (25)</b> years of experience on projects relating to the design of reinforced concrete and structural steel elements</p> <p><b>AND</b></p> <p>BSc Degree/BTech Degree/NHD in Civil Engineering</p> <p><b>AND</b></p> <p>Registration with ECSA as PR Eng/PR Tech Eng</p>	<p><b>Greater than Twenty Five (25)</b> years of experience on projects relating to the design of mechanical components for municipal or industrial wastewater treatment plants and/or pump stations</p> <p><b>AND</b></p> <p>BSc Degree/BTech Degree/NHD in Mechanical Engineering</p> <p><b>AND</b></p> <p>Registration with ECSA as PR Eng/PR Tech Eng</p>	<p><b>Greater than Twenty Five (25)</b> years of experience on projects relating to the design of medium and low voltage electrical networks and motor control systems</p> <p><b>AND</b></p> <p>BSc Degree/BTech Degree/NHD in Electrical/Electronic Engineering</p> <p><b>AND</b></p> <p>Registration with ECSA as PR Eng/PR Tech Eng</p>	<p><b>Greater than Twenty Five (25)</b> years of experience on projects relating to the design of industrial automation and control systems</p> <p><b>AND</b></p> <p>BSc Degree/BTech Degree/NHD in Electrical/Electronic Engineering</p> <p><b>AND</b></p> <p>Registration with ECSA as PR Eng/PR Tech Eng</p> <p><b>OR</b></p> <p>Consideration will be given to a non-registered professional provided that the proposed incumbent has at least 20 years relevant experience.</p>	
<p><b>Level 4</b> Score = 100</p>						

<b>Criteria : Approach Paper and Methodology</b>	
<b><u>Level 0</u></b> Score = 0	No information provided / irrelevant information provided / a generic approach paper and methodology which does not adequately cover all programmed activities in chronological order.
<b><u>Level 1</u></b> Score = 70	A <u>project specific</u> approach paper and methodology which <u>adequately</u> covers all programmed activities in chronological order.
<b><u>Level 2</u></b> Score = 80	A <u>project specific</u> approach paper and methodology which covers all programmed activities in <u>detail</u> and listed in chronological order.
<b><u>Level 3</u></b> Score = 90	A <u>project specific</u> approach paper and methodology which covers all programmed activities and associated regulatory compliance requirements in <u>high level detail</u> and listed in chronological order.
<b><u>Level 4</u></b> Score = 100	A <u>project specific</u> approach paper and methodology which covers all programmed activities and associated regulatory compliance requirements in <u>high level detail</u> and listed in chronological order.  <b>Plus:</b> <ul style="list-style-type: none"> <li>▪ Risk management.</li> <li>▪ Staff and resource management.</li> <li>▪ Relevant approvals.</li> <li>▪ Quality control.</li> <li>▪ Communication and stakeholder engagement.</li> <li>▪ List of service providers to be used for quality control procedures (where applicable).</li> </ul>

<b>Criteria : Programme</b>	
<b><u>Level 0</u></b> Score = 0	No information provided / irrelevant information provided / the programme is generic and does not include key activities relating to the scope of work.
<b><u>Level 1</u></b> Score = 70	The programme <u>adequately</u> covers all key activities, in sequential order, with reasonable time frames relating to the scope of work and reflects the critical path.
<b><u>Level 2</u></b> Score = 80	The programme <u>well defines</u> all key activities, in sequential order, with reasonable time frames relating to the scope of work and reflects the critical path.
<b><u>Level 3</u></b> Score = 90	The programme <u>well defines</u> all key activities and resources, in sequential order, with reasonable time frames relating to the scope of work and reflects the critical path.
<b><u>Level 4</u></b> Score = 100	The programme <u>well defines</u> all key activities and resources, in sequential order, with reasonable time frames relating to the scope of work and reflects the critical path.  <b>Plus:</b> <ul style="list-style-type: none"> <li>▪ Risk management.</li> <li>▪ Staff and resource management.</li> <li>▪ Relevant approvals.</li> <li>▪ Quality control.</li> <li>▪ S-curve cash flow.</li> <li>▪ Communication and stakeholder engagement.</li> <li>▪ List of service providers to be used for quality control procedures (where applicable).</li> </ul>

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

- (a) The tenderer submits a valid Tax Clearance Certificate OR Tax Compliance Status (TCS) PIN, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations;
- (b) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (c) The tenderer has not:
  - Abused the Employer's Supply Chain Management System; or
  - Failed to perform on any previous contract and has been given a written notice to this effect;
- (d) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- (e) The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

**F.3.18 Copies of contract :** The number of paper copies of the signed contract to be provided by the Employer is ONE.

**F.2.2.2 (Cost of tendering)**

Replace this clause with the following:

“The cost of the tender documents charged by the employer shall be as per the Employer’s current SCM Policy / Conditions of Targeted Procurement.”

“Documents may be obtained, free of charge, in electronic format from the National Treasury’s eTenders website or the eThekweni Municipality’s Vendor Portal. Electronically downloaded documentation should be printed and suitably bound by the tenderer.

#### **F.2.6 Acknowledge addenda**

Add the following paragraphs to the clause:

“Addenda will be published, in electronic format, on the National Treasury’s eTenders website (see F.2.2.2 above) and emailed to the list of tenderers received by the Employers Agent’s Representative (as per the Tender Advert Notice). Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender until 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 address / fax number / email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive.”

#### **F.2.24 Appeals**

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

The City Manager  
**Attention Ms S. Pillay** eMail: [Simone.Pillay@durban.gov.za](mailto:Simone.Pillay@durban.gov.za)  
P O Box 1394  
DURBAN  
4000

#### **F.2.25 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.

#### **F.2.26 Code of Conduct**

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

- Code of Conduct;

#### **F.2.27 EMPOWERMENT STRATEGIES**

For contracts above R30m, the 2017 PPPFA Regulations require organs of State to identify tenders, where feasible, to subcontract a minimum of 30% of the value of the contract to the following designated groups:

- (a) an EME or QSE;
- (b) an EME or QSE which is at least 51% owned by black people;
- (c) an EME or QSE which is at least 51% owned by black people who are youth;
- (d) an EME or QSE which is at least 51% owned by black people who are women;
- (e) an EME or QSE which is at least 51% owned by black people with disabilities;
- (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- (g) a cooperative which is at least 51% owned by black people;
- (h) an EME or QSE which is at least 51% owned by black people who are military veterans;  
or
- (i) more than one of the categories referred to in paragraphs (a) to (h).

In addition to the above, Water and Sanitation Unit have adopted a minimum requirement of 30% of the contract value (excluding PC Sum and Fixed Cost items), for contracts  $\geq$ R5mil, to be subcontracted to the designated groups listed in (a) to (h) above.

#### **F.2.28 QUALIFICATION OF TENDER OFFERS**

Tender submissions shall be free of qualifications and exclusions in order to remain responsive and any concerns or queries giving rise to potential qualifications shall be resolved with the Employer no later than 7 days of the tender closing date.

Failure to adhere to this condition will result in tenders being rendered non-responsive.

#### **F.2.29 FINANCIAL RISK TO THE EMPLOYER**

In line with the latest version of the Engineering Council of South Africa (ECSA): Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, professional fees tendered below 3% of the ECSA recommended fees shall trigger a financial risk to the Employer. In this regard, the Employer shall reserve the right to undertake a detailed assessment of the tenderer's rates and their ability to complete the works to the required professional level.

In line with clause 24 of the Employer's latest Supply Chain Management (SCM) Policy, a minuted meeting will be held with the tenderer, in the presence of a SCM Official, where the tenderer will be required to qualify their tendered rates and substantiate their low rates in relation to the ECSA recommended fees.



**PART T2 : RETURNABLE DOCUMENTS**

**T2.1 : LIST OF RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES**

**T2.1.1 General**

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever. All supporting documentation must be attached to the tender document.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of his 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 not responsive. The same applies to the Targeted Procurement Schedules.

**T2.1.2 Returnable Schedules, Forms and Certificates**

**Company Specific**

Certificate of Authority	18
Declaration of Municipal Fees	21
Compulsory Enterprise Questionnaire	22
MBD2 : Tax Clearance Certificate Requirements	24
MBD4 : Declaration of Interest	25
MBD5: Declaration For Procurement Above R10 Million (if applicable)	27
MBD6.1: (Reduced): Preference Points Claim Form ITO the Preferential Regulations	28
MBD8 : Declaration of Bidder's Past SCM Practices	29
MBD9 : Certificate of Independent Bid Determination	31

**Technical**

Evaluation Schedule: Tenderer's Experience	33
Evaluation Schedule: Experience of Key Staff	35
Evaluation Schedule: Qualifications and Experience of Project Lead	37
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Evaluation Schedule: Qualifications and Experience of Lead Reinforced Concrete and Structural Design Engineer	41
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Evaluation Schedule: Approach Paper and Methodology	49
Evaluation Schedule: Preliminary Programme	50

**Contractual**

Joint Venture Agreements (if applicable)	51
Record of Addenda to Tender Documents	52

Form of Offer	53
Bill of Quantities	66

### **T2.1.3 Preferential Procurement Schedules and Affidavits**

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

- eThekweni Municipality
- City Government
  - Administration
    - Administrative Clusters
      - Finance
        - Supply Chain Management
          - Accredited Supplier and Contractor's Database.

#### **NOTES**

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

---

**T2.2 : RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES**

The returnable schedules, forms, and certificates as listed in T2.1.2 can be found on the pages 18 to 66.

**CERTIFICATE OF AUTHORITY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

**Tenderers are to attach Company / Close Corporation / Partnership / Joint Venture / Sole Proprietor registration certificates.**

**In the case of a Joint Venture, the Joint Venture Agreement and power of attorney are to be attached.**

**In the case of one-man concerns, ID certificates are to be attached.**

---

**(I) CERTIFICATE FOR COMPANY**

I, ....., chairperson of the Board of Directors of  
....., hereby confirm that by resolution of the Board (copy attached) taken on  
..... 20....., Mr/Ms ....., acting in the capacity of  
....., was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

**Chairman :** .....

**Date :** .....

**As Witnesses :** 1. .... 2. ....

**(II) CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as .....,  
..... hereby authorise Mr/Ms .....,  
acting in the capacity of ....., to sign all documents in connection  
with the tender for Contract No. .... and any contract resulting from it on our behalf.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>

**Note :** *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

**(III) CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as .....,  
..... hereby authorise Mr/Ms .....,  
acting in the capacity of ....., to sign all documents in connection  
with the tender for Contract No. .... and any contract resulting from it on our behalf.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>

**Note :** *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

**(IV) CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms ..... , authorized signatory of the company, .....

..... acting in the capacity of lead partner, to sign all documents in

connection with the tender offer for Contract No. .... and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>

**Note :** *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.*

**(V) CERTIFICATE FOR SOLE PROPRIETOR**

I, ....., hereby confirm that I am the sole owner of

the business trading as .....

**Signature of Sole owner:** .....

**Date:** .....

**As Witnesses:** 1. ....

2. ....

**DECLARATION OF MUNICIPAL FEES**

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

.....  
(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)  
(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an  
Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

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

<u>Account</u>	<u>Account Number:</u> to be completed by tenderer.
Consolidated Account No.	<input type="text"/>
Electricity	<input type="text"/>
Water	<input type="text"/>
Rates	<input type="text"/>
JSB Levies	<input type="text"/>
<u>Other</u>	<input type="text"/>
<u>Other</u>	<input type="text"/>

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 Consultant by the Municipality shall be first set off against such arrears. ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the municipality.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThewini municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

NAME : ..... (Block Capitals)

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

**COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars must be furnished. In the case of a joint venture, a separate questionnaire in respect of each partner must be completed and submitted.

- 1) **Name of enterprise:** .....
- 2) **VAT registration number, if any:** .....
- 3) **CIDB registration number, if any:** .....
- 4) **Particulars of sole proprietors and partners in partnerships**

Full Name	Identity number*	Personal income tax number *

\* Complete only if a sole proprietor or partnership and attach separate page if more than 3 partners

5) **Particulars of companies and close corporations**

Company registration number, if applicable: .....

Close corporation number, if applicable: .....

Tax Reference number, if any: .....

6) **Record in the service of the state**

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

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

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

Insert separate page if necessary



**7) Record of spouses, children and parents in the service of the state**

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

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

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

Insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, 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 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 bidders 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.

Signed ..... Date .....

Name ..... Position .....

Enterprise Name .....

---

## **MBD 2 : TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1) In order to meet this requirement bidders are required to complete the TCC 001 : "Application for a Tax Clearance Certificate" form and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2) SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3) The valid Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4) In bids where Consortia / Joint Ventures / Sub-consultants are involved, each party must submit a separate Tax Clearance Certificate.
- 5) Copies of the TCC 001: "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za) .
- 6) Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za) .
- 7) Notwithstanding Clauses 1) to 6) above; since 18 April 2016, SARS has introduced a new Tax Compliance Status System (TCS). As part of this enhanced system, tenderers can now submit a Tax Compliance Status PIN instead of an original Tax Clearance Certificate (TCC). This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.  
For further particulars please contact your nearest SARS branch, or call the SARS Contact Centre on 0800 00 7277, or log onto SARS eFiling.

**Attach a valid Tax Clearance Certificate OR Tax Compliance Status (TCS) PIN, issued by the TCS System of the South African Revenue Service, to the inside back cover of this procurement document**

**MBD 4 : DECLARATION OF INTEREST**

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

- 3.1 Full Name of bidder or his or her representative .....
- 3.2 ID Number of bidder or his or her representative .....
- 3.3 Position occupied in the enterprise (dir, trustee, shareholder<sup>2</sup>) .....
- 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.
- 3.8 Are you presently in the service of the state? YES / NO
  - 3.8.1 If yes, furnish particulars .....
- 3.9 Have you been in the service of the state for the past twelve months? YES / NO
  - 3.9.1 If yes, furnish particulars .....
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO
  - 3.10.1 If yes, furnish particulars .....

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –  
(a) a member of –  
    (i) any municipal council;  
    (ii) any provincial legislature; or  
    (iii) the national Assembly or the national Council of provinces;  
(b) a member of the board of directors of any municipal entity;  
(c) an official of any municipality or municipal entity;  
(d) an employee of any national or provincial department, national or provincial public entity 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 entity; or  
(f) an employee of Parliament or a provincial legislature.

<sup>2</sup> "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.

- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO
- 3.11.1 If yes, furnish particulars .....
- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO
- 3.12.1 If yes, furnish particulars .....
- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO
- 3.13.1 If yes, furnish particulars .....
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract YES / NO
- 3.14.1 If yes, furnish particulars .....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity number	State Employee Number	Personal income tax number *

Signed ..... Date .....

Name ..... Position .....

Enterprise Name .....

**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.

		Tenderers are to circle applicable	
1.0	Are you by law required to prepare annual financial statements for auditing?	YES	NO
1.1	If YES, you will be required to submit audited annual financial statements (on request during the tender evaluation period) for the past three years or since the date of establishment if established during the past three years.		
2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1	If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If YES, provide particulars on a letterhead. (Attach this letter to the back inside cover of this document).		
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 on a letterhead. (Attach this letter to the back inside cover of this document).		
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 on a letterhead. (Attach this letter to the back inside cover of this document).		
5.0	If the tenderer is not required by law to prepare audited financial statements, then the tenderer must submit a Public Interest (PI) Score, whereby if the PI score is above 350 points then the bidder must submit audited financial statements.		

I, the undersigned, certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

NAME : ..... (Block Capitals)

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

**MBD 6.1 (Reduced): PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS**

**1.0 GENERAL**

- 1.1 Preference points for this tender shall be awarded as per the Tender Data (T1.2.2 – F.3.11) and the Preferential Procurement Regulations (2017).
- 1.2 Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit for an EME, or sworn affidavit for a QSE (in line with the revised BBBEE codes of Good Practice), together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

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

**Attach the B-BBEE Verification Certificate to the inside back cover of this document.**

**2.0 DECLARATION**

2.1 B-BBEE Status Level of Contribution claimed: .....  
(tenderer to complete)

2.2 Will any portion of the contract be sub-contracted? (circle applicable) YES / NO

2.2.1 If YES, indicate:

(i) what percentage of the contract will be subcontracted? .....%  
(tenderer to complete)

(ii) the name of the sub-consultant? .....  
(tenderer to complete)

(iii) the B-BBEE status level of the sub-consultant? .....  
(tenderer to complete)

(iv) whether the sub-consultant is an EME? (circle applicable) YES / NO

2.3 I / we, the undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 2.1 above qualifies the company / firm for preference points and I / we acknowledge that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply.

NAME : ..... (Block Capitals)

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

**MBD8 : DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

- a) abused the municipality’s / 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; or
- 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).

In order to give effect to the above, the following questionnaire must be completed.

Tenderers are to circle applicable

- 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).

YES NO

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

If yes, furnish particulars .....  
.....

- 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)?

YES NO

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

If yes, furnish particulars .....  
.....

- 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

If yes, furnish particulars .....  
.....

Tenderers are to circle applicable

- 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

If yes, furnish particulars .....

.....

- 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

If yes, furnish particulars .....

.....

I, the undersigned, certify that the information furnished on this declaration form 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)

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



**MBD9 : CERTIFICATE OF INDEPENDENT BID DETERMINATION**

This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.

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

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.

The following 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.

In order to give effect to the above, the following Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid, in response to the invitation for the bid made by the Water and Sanitation Unit Engineering Department, do hereby make the following statements that I certify to be true and complete in every respect:

- 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; and
  - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
  
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding. (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.
  
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation);
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid;
  - f) bidding with the intention not to win the bid.
  
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

NAME : ..... (Block Capitals)

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

**EVALUATION SCHEDULE: TENDERER'S EXPERIENCE**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts.

The experience of the tenderer will be evaluated and the following shall be noted:

- Only experience gained over the last fifteen (15) years (i.e. 2006 onwards) will be used in the evaluation.
- Only experience claimed for work where the tenderer was the Principal Consultant will be considered.
- Where experience is claimed from joint venture work or where the tenderer's role was a Sub-Consultant, this may be considered subject to the tenderer having physically carried out the work and can prove that he/she managed quality control and finances (a letter from the Principal Consultant will suffice).
- Ambiguous, vague or unclear statements made in the tenderers schedule of experience will not be considered.
- Any work not completed by the tendering entity (i.e. by a third party) must be clearly indicated.
- Tenderer to provide technical details of project scope of work on a separate sheet attached hereto. All relevant information must be set out in a logical and concise manner and failure to do so may prejudice the assessment of the tenderer's experience.

For quality assurance, the tenderer must have successfully completed at least **three (3) projects** (within the past fifteen (15) years) which each involved the detail design (i.e. civil, structural, mechanical, electrical and instrumentation design) and construction monitoring of wastewater treatment works.

A separate sheet must be completed for each project.

<b>PROJECT INFORMATION</b>	
<b>Project Description:</b>	
<b>Detail of Work Undertaken and Design Components</b>	
<b>Construction Monitoring (Y/N):</b>	
<b>Month and Year Completed:</b>	
<b>Completed Value (Excl. VAT):</b>	

<b>DETAILS OF REFEREE</b>	
<b>Name of Client:</b>	
<b>Name of Client Representative:</b>	
<b>Client Representative Contact Number:</b>	

**Note:**

1. Certificates of completion from respective Client/s / Principal Consultant/s and tenderer's experience must be attached to the tender document. Failure to submit valid certificates of completion shall result in the project not being considered as part of the evaluation.
2. The onus is on the tenderer to ensure that the contact details provided for the referees are correct as failure to do so may prejudice the assessment of the tenderer's experience.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents attached hereto relative to the above are within his/her personal knowledge and are to the best of his/her belief both true and correct.

NAME : ..... (Block Capitals)

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

**EVALUATION SCHEDULE: EXPERIENCE OF KEY STAFF**

Refer to Clause F3.11.9 for Functionality Points evaluation prompts.

The evaluation of Experience of Key Staff shall be based on the personnel listed in the table below:

KEY STAFF	FULL NAME AND SURNAME
Project Lead	
Lead Civil design Engineer	
Lead Reinforced Concrete and Structural Design Engineer	
Lead Mechanical Design Engineer	
Lead Electrical Design Engineer	
Lead Control and Instrumentation Design Engineer	

For quality assurance, each Key Staff must satisfy the compulsory requirements listed in the table below:

Key Staff	Compulsory Requirements <i>(in terms of Clause F.3.11.9 of the Tender Data)</i>
Project Lead	<p><b>Ten (10) to Fifteen (15) years</b> of experience or more on projects relating to the design and construction monitoring of wastewater treatment plants.</p> <p><b>AND</b> BSc Degree/BTech Degree/NHD in Engineering (Civil/Mechanical/Electrical).</p> <p><b>AND</b> Registration with ECSA as PR Eng/PR Tech Eng.</p>
Lead Civil Design Engineer	<p><b>Ten (10) to Fifteen (15) years</b> of experience or more on projects relating to civil and hydraulic design of wastewater treatment plants.</p> <p><b>AND</b> BSc Degree/BTech Degree/NHD in Civil Engineering.</p> <p><b>AND</b> Registration with ECSA as PR Eng/PR Tech Eng.</p>
Lead Reinforced Concrete and Structural Design Engineer	<p><b>Ten (10) to Fifteen (15) years</b> of experience or more on projects relating to the design of reinforced concrete and structural steel elements.</p> <p><b>AND</b> BSc Degree/BTech Degree/NHD in Civil Engineering.</p> <p><b>AND</b> Registration with ECSA as PR Eng/PR Tech Eng.</p>

Lead Mechanical Design Engineer	<p><b>Ten (10) to Fifteen (15) years</b> of experience or more on projects relating to the design of mechanical components for municipal or industrial wastewater treatment plants and/or pump stations.</p> <p><b>AND</b></p> <p>BSc Degree/BTech Degree/NHD in Mechanical Engineering.</p> <p><b>AND</b></p> <p>Registration with ECSA as PR Eng/PR Tech Eng.</p>
Lead Electrical Design Engineer	<p><b>Ten (10) to Fifteen (15) years</b> of experience or more on projects relating to the design of medium and low voltage electrical networks and motor control systems.</p> <p><b>AND</b></p> <p>BSc Degree/BTech Degree/NHD in Electrical Engineering.</p> <p><b>AND</b></p> <p>Registration with ECSA as PR Eng/PR Tech Eng.</p>
Lead Control and Instrumentation Design Engineer	<p><b>Ten (10) to Fifteen (15) years</b> of experience or more on projects relating to the design of industrial automation and control systems.</p> <p><b>AND</b></p> <p>BSc Degree/BTech Degree/NHD in Electrical/Electronic Engineering.</p> <p><b>AND</b></p> <p>Registration with ECSA as PR Eng/PR Tech Eng.</p> <p><b>OR</b></p> <p>Non-registered professional with twenty (20) years of experience or more on projects relating to the design of industrial automation and control systems.</p>

**Note:**

1. The personnel listed under key staff above are expected to occupy their respective roles during the execution of the proposed works. Should any key staff member change during the contract then the Employer shall request CVs of new key staff who are required to meet the experiential and educational benchmarks as set out in the tender data. The Employer shall reserve the right to withhold or reduce payment or suspend the works for failure to comply with the above requirement.
2. It is a strict requirement that each key staff proposed fulfills one position only. Should personnel be proposed for more than one position only the first position will be considered as part of the evaluation.
3. Certified copies of certificates supporting qualifications and registrations claimed for must be attached otherwise the key personnel will not be considered as part of the evaluation.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents attached hereto relative to the above are within his/her personal knowledge and are to the best of his/her belief both true and correct.

NAME : ..... (Block Capitals)

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

**EVALUATION SCHEDULE: QUALIFICATIONS AND EXPERIENCE OF PROJECT LEAD**

The relevant person listed under key staff above shall complete all the required information below and sign the declaration at the end of this form.

<b>Full Name &amp; Surname:</b>	
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<b>ID/ Passport No.:</b>		<b>Age:</b>	

<b>Name of Tertiary Institution Attended:</b>			
<b>Relevant Qualification/s Obtained (and year):</b>			
<b>Name of Professional Institution Registered With:</b>		<b>Registration No.:</b>	

**EMPLOYMENT HISTORY (To be listed in chronological order with reference to relevant experience only)**

<b>Period of Employment (MM/YY to MM/YY)</b>	<b>Name of Employer</b>	<b>Years of Relevant Experience</b>
<b>Total number of years of relevant experience:</b>		

**Note:**

1. The tenderer must submit a brief CV (of not more than 4 pages) containing relevant work experience only. Ambiguous, vague, or unclear statements submitted in the CV will not be considered.

**Declaration by Key Staff**

I the undersigned, declare that all the information provided above and contained in my CV is a true reflection of myself, my qualifications and my experience.

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents attached hereto relative to the above are within his/her personal knowledge and are to the best of his/her belief both true and correct.

NAME : ..... (Block Capitals)

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

**EVALUATION SCHEDULE: QUALIFICATIONS AND EXPERIENCE OF LEAD CIVIL DESIGN ENGINEER**

The relevant person listed under key staff above shall complete all the required information below and sign the declaration at the end of this form.

<b>Full Name &amp; Surname:</b>	
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<b>ID/ Passport No.:</b>		<b>Age:</b>	
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<b>Name of Tertiary Institution Attended:</b>			
<b>Relevant Qualification/s Obtained (and year):</b>			
<b>Name of Professional Institution Registered With:</b>		<b>Registration No.:</b>	

**EMPLOYMENT HISTORY (To be listed in chronological order with reference to relevant experience only)**

<b>Period of Employment (MM/YY to MM/YY)</b>	<b>Name of Employer</b>	<b>Years of Relevant Experience</b>
<b>Total number of years of relevant experience:</b>		

**Note:**

1. The tenderer must submit a brief CV (of not more than 4 pages) containing relevant work experience only. Ambiguous, vague, or unclear statements submitted in the CV will not be considered.

**Declaration by Key Staff**

I the undersigned, declare that all the information provided above and contained in my CV is a true reflection of myself, my qualifications and my experience.

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents attached hereto relative to the above are within his/her personal knowledge and are to the best of his/her belief both true and correct.

NAME : ..... (Block Capitals)

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

**EVALUATION SCHEDULE: QUALIFICATIONS AND EXPERIENCE OF LEAD REINFORCED CONCRETE  
AND STRUCTURAL DESIGN ENGINEER**

The relevant person listed under key staff above shall complete all the required information below and sign the declaration at the end of this form.

<b>Full Name &amp; Surname:</b>	
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<b>ID/ Passport No.:</b>		<b>Age:</b>	
--------------------------	--	-------------	--

<b>Name of Tertiary Institution Attended:</b>			
<b>Relevant Qualification/s Obtained (and year):</b>			
<b>Name of Professional Institution Registered With:</b>		<b>Registration No.:</b>	

**EMPLOYMENT HISTORY (To be listed in chronological order with reference to relevant experience only)**

<b>Period of Employment (MM/YY to MM/YY)</b>	<b>Name of Employer</b>	<b>Years of Relevant Experience</b>
<b>Total number of years of relevant experience:</b>		

**Note:**

1. The tenderer must submit a brief CV (of not more than 4 pages) containing relevant work experience only. Ambiguous, vague, or unclear statements submitted in the CV will not be considered.

**Declaration by Key Staff**

I the undersigned, declare that all the information provided above and contained in my CV is a true reflection of myself, my qualifications and my experience.

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents attached hereto relative to the above are within his/her personal knowledge and are to the best of his/her belief both true and correct.

NAME : ..... (Block Capitals)

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

**EVALUATION SCHEDULE: QUALIFICATIONS AND EXPERIENCE OF LEAD MECHANICAL DESIGN ENGINEER**

The relevant person listed under key staff above shall complete all the required information below and sign the declaration at the end of this form.

<b>Full Name &amp; Surname:</b>			
<b>ID/ Passport No.:</b>		<b>Age:</b>	

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<b>Name of Tertiary Institution Attended:</b>			
<b>Relevant Qualification/s Obtained (and year):</b>			
<b>Name of Professional Institution Registered With:</b>		<b>Registration No.:</b>	

**EMPLOYMENT HISTORY (To be listed in chronological order with reference to relevant experience only)**

<b>Period of Employment (MM/YY to MM/YY)</b>	<b>Name of Employer</b>	<b>Years of Relevant Experience</b>
<b>Total number of years of relevant experience:</b>		

**Note:**

1. The tenderer must submit a brief CV (of not more than 4 pages) containing relevant work experience only. Ambiguous, vague, or unclear statements submitted in the CV will not be considered.

**Declaration by Key Staff**

I the undersigned, declare that all the information provided above and contained in my CV is a true reflection of myself, my qualifications and my experience.

NAME : ..... (Block Capitals)

SIGNATURE : ..... DATE: .....

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents attached hereto relative to the above are within his/her personal knowledge and are to the best of his/her belief both true and correct.

NAME : ..... (Block Capitals)

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

**EVALUATION SCHEDULE: QUALIFICATIONS AND EXPERIENCE OF LEAD ELECTRICAL DESIGN ENGINEER**

The relevant person listed under key staff above shall complete all the required information below and sign the declaration at the end of this form.

<b>Full Name &amp; Surname:</b>			
<b>ID/ Passport No.:</b>		<b>Age:</b>	

<b>Name of Tertiary Institution Attended:</b>			
<b>Relevant Qualification/s Obtained (and year):</b>			
<b>Name of Professional Institution Registered With:</b>		<b>Registration No.:</b>	

**EMPLOYMENT HISTORY (To be listed in chronological order with reference to relevant experience only)**

<b>Period of Employment (MM/YY to MM/YY)</b>	<b>Name of Employer</b>	<b>Years of Relevant Experience</b>
<b>Total number of years of relevant experience:</b>		

**Note:**

1. The tenderer must submit a brief CV (of not more than 4 pages) containing relevant work experience only. Ambiguous, vague, or unclear statements submitted in the CV will not be considered.

**Declaration by Key Staff**

I the undersigned, declare that all the information provided above and contained in my CV is a true reflection of myself, my qualifications and my experience.

NAME : .....

(Block Capitals)

SIGNATURE : ..... DATE: .....

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents attached hereto relative to the above are within his/her personal knowledge and are to the best of his/her belief both true and correct.

NAME : ..... (Block Capitals)

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

**EVALUATION SCHEDULE: QUALIFICATIONS AND EXPERIENCE OF LEAD CONTROL AND INSTRUMENTATION DESIGN ENGINEER**

The relevant person listed under key staff above shall complete all the required information below and sign the declaration at the end of this form.

<b>Full Name &amp; Surname:</b>			
<b>ID/ Passport No.:</b>		<b>Age:</b>	



<b>Name of Tertiary Institution Attended:</b>			
<b>Relevant Qualification/s Obtained (and year):</b>			
<b>Name of Professional Institution Registered With:</b>		<b>Registration No.:</b>	

**EMPLOYMENT HISTORY (To be listed in chronological order with reference to relevant experience only)**

<b>Period of Employment (MM/YY to MM/YY)</b>	<b>Name of Employer</b>	<b>Years of Relevant Experience</b>
<b>Total number of years of relevant experience:</b>		

**Note:**

1. The tenderer must submit a brief CV (of not more than 4 pages) containing relevant work experience only. Ambiguous, vague, or unclear statements submitted in the CV will not be considered.

**Declaration by Key Staff**

I the undersigned, declare that all the information provided above and contained in my CV is a true reflection of myself, my qualifications and my experience.

NAME : .....

(Block Capitals)

SIGNATURE : ..... DATE: .....

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents attached hereto relative to the above are within his/her personal knowledge and are to the best of his/her belief both true and correct.

NAME : ..... (Block Capitals)

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

**EVALUATION SCHEDULE: APPROACH PAPER AND METHODOLOGY**

The approach paper and methodology must respond to the scope of work and adequately cover all programmed activities in chronological order.

The tenderer's submission shall include, but not limited to, the following:

- a) Risk management.
- b) Regulatory compliance requirements associated with the programmed activity.
- c) Staff and resource management.
- d) Relevant approvals.
- e) Quality control.
- f) Communication and stakeholder engagement.
- g) List of service providers to be used for quality control procedures (where applicable).

**Approach paper and methodology must be attached to the tender document.**

NAME : ..... (Block Capitals)

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

**EVALUATION SCHEDULE: PRELIMINARY PROGRAMME**

Tenderer to submit a comprehensive project programme, in Gant Chart form, which outlines all key activities and applicable resources, in sequential order, with reasonable time frames not exceeding the period of performance outlined in the contract data. The programme must also reflect the critical path.

**Preliminary programme must be attached to the tender document.**

NAME : ..... (Block Capitals)

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

**JOINT VENTURE AGREEMENTS (if applicable)**

Joint Venture agreement and Power of Attorney Agreements to be attached here.

**RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

NAME : ..... (Block Capitals)

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

**PART C1 : AGREEMENTS AND CONTRACT DATA**

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

**C1.1.1 : OFFER**

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

Contract No: PSC 2019/008

Contract Title: Provision of Professional Consulting Services for the Design and Construction Monitoring of Improvements to Isipingo Wastewater Treatment Works

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 Consultant 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 Consultant in the Conditions of Contract identified in the Contract Data.

**For the Tenderer:**

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

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

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

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

**Address** : .....

**Date** : .....

**Witness:**

**Signature** : .....

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

**Date** : .....

**Note : Failure of a Tenderer to complete 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 Consultant 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 : Agreements and Contract Data (which includes this Agreement)
- Part C2 : Pricing Data (including the Bill of Quantities)
- Part C3 : Scope of Work
- Part C4 : Annexures

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 Consultant) 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** : .....

**Date** : .....

**Witness:**

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

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

**C1.1 : FORM OF OFFER AND ACCEPTANCE**  
**C1.1.3 : SCHEDULE OF DEVIATIONS**

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

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

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

**FOR THE TENDERER**

**FOR THE EMPLOYER**

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



## **C1.2 : CONTRACT DATA**

### **C1.2.1 CONDITIONS OF CONTRACT**

#### **C1.2.1.1 GENERAL CONDITIONS OF CONTRACT**

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

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

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

### **C1.2.2 CONTRACT DATA**

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

The Employer is the eThekweni Municipality as represented by : Deputy Head : Water and Sanitation Unit

3.4 & The authorised and designated Employer's Agent is: Bhavna Soni  
The authorised and designated Employers Agent's Representative is: Bianca Govender

4.3.2 The contact details of the Employers Agent's Representative are:

- Telephone : 031 311 8652 (t)
- E-mail : Bianca.govender@durban.gov.za

The address for the Receipt of communications is: Water and Sanitation Unit, 3 Prior Road, Durban, 4001

1 The Project is: PSC 2019/008 - Provision of Professional Consulting Services for the Design and Construction Monitoring of Improvements to Isipingo Wastewater Treatment Works

1 Period of Performance : **36 months from the contract start date (including weekends, national public holidays and the Builder's Break)**

1 Start Date : **date of receipt of signed completed contract document, including schedule of deviations (if any), by the service provider.**

3.4.1 Communications by e-mail is permitted **provided confirmation thereof is acknowledged by**

**the recipient within 2 days.**

- 3.5 The location for the performance of the Project is: **Isipingo Wastewater Treatment Works**
- 3.6 The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
- 3.12 The penalty per Day payable is : **R 5000.00 (no limit)**
- 3.15.1 The programme shall be submitted within **28 Days** of the Contract award date.
- 3.15.2 The Service Provider shall update the programme at intervals not exceeding **6 weeks**.
- 3.16 The time-based fees shall not be adjusted for inflation.
- 4.3.1(d) The Service Provider is required to assist in the obtaining relevant approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 4.7 The Basic Fee tendered is to include for all the duties as defined in the latest South African Associates of Consulting Engineers Form of Agreement Scope of Work for normal duties and is to provide for all category factors.
- The time related fees for additional services and disbursements will be paid as tendered.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount of :  
**R 20 000 000.00.**
- 5.5 The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
- 1) Sub-contracting any portion of the works**
  - 2) Appointment of Sub-Consultants**
  - 3) Additional works of any nature**
- 7.2 The Service Provider is required to provide key personnel in accordance with the provisions of clause 7.2 and to complete the relevant key personnel schedules under Returnable Documents.
- 8.1 The Service Provider is to commence the performance of the Services within **21 Days** of the contract award date.
- 8.2.1 The Contract is concluded when : **the period of performance has been reached. This,**

**however, does not preclude fulfilment of all obligations under this contract.**

8.3.3 The costs incurred by the Service Provider to suspend, delay or reactivate the contract due to Force Majeure shall be claimed by the Service Provider on a time cost basis as additional services, on personnel committed to the project at the time of the Force Majeure event.

8.4.1 Add the following to this Clause:

- f. Where the Service Provider fails to meet the deliverables in terms of the contract programme.
- g. Where the Service Provider fails to comply with the minimum Functionality requirements.

8.4.3(c) The period of suspension under clause 8.5 is not to exceed **4 months**.

8.4.4 Costs due to termination to be paid to the Service Provider are limited to the following:

- All outstanding costs incurred up to the point of termination.
- Plus 10% of the value of Normal Services contained under Phase 2.

**Note: This Clause supersedes Clause 4.3.7 of the ECSA Guidelines**

8.5.1 The period of suspension is not to exceed **6 months**.

8.5.2 The costs incurred by the Service Provider to suspend the contract shall be claimed on a time and cost basis as additional services for personnel committed to the project when the notice of suspension is received and the cause for such suspension is of no fault of the Service Provider.

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

11.1 The Service Provider may subcontract any work which he has the skill and competency to perform in order to achieve his CPG target (in line with the conditions of clause 5.5).

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

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

12.3.3 The adjudicator is the person appointed by mutual agreement between both parties.

13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R 20 000 000.00**.

13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within **36 months** from the date of termination or completion of the Contract.

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.

### **C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT**

#### **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 Council's current Supply Chain Management Policy (See Annexure C4.10).

Key Performance Indicators (KPIs) shall be agreed by the Employer and Service Provider at the handover meeting and monitored and documented through quarterly performance reports which shall be prepared by the Employer.

#### **C1.2.3.2 CONTRACT PARTICIPATION GOAL (CPG)**

It is a condition of contract that the Service Provider allow for a **minimum of 17%** of the contract value (excluding Provisional Sum allowances) to be sub-consulted to one or more targeted enterprises as highlighted under additional conditions of tender, clause F.2.27 Empowerment Strategies.

Proof of payment to Sub-Consultants will be required to verify that the minimum CPG target has been achieved.

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

#### **Objective**

The objective of eThekweni Municipality's empowerment initiative is to achieve meaningful transformation in all infrastructure projects, especially within the built environment for construction and professional services, through the following:

- Meaningful Economic Participation;

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

For each payment invoice submitted by the Service Provider, the Targeted Enterprise(s) hours and costs per function must be clearly outlined (where applicable) to enable CPG targets to be efficiently monitored.

#### **C1.2.3.3 RETENTION**

In terms of the eThekweni Municipality Supply Chain Management (SCM) Policy (04/06/2020), Clause(21)(2), 10% retention shall be applied to this contract. There shall be no limit on retention. 50% of the accumulated retention amount shall be released on completion of all commitments contained under Stage 6, and the remaining 50% shall be paid upon issue of the Final Approval Certificate.

#### **C1.2.3.4 CONTINUITY OF WORK AND TERMINATION OF SERVICES**

The continuity of work under this enquiry shall be subject to a two-phase approach. Phase 1 shall cover Stages 1 and 2 of Normal Services (and shall form the feasibility phase of the project) while Phase 2 shall cover Stages 3 to 6 of Normal Services including construction (and shall form the implementation phase of the project). The decision to proceed from Phase 1 to Phase 2 will be left to the discretion of the Employer and shall be dependent on the following outcomes:

- i. The Service Provider can conclusively prove at the end of Stage 1 that the project will be feasible and provide return on investment over a reasonable time frame.
- ii. That all project specific approvals and authorisations required in terms of the National Water Act, National Environmental Management Act and National Environmental Management: Waste Act will be in place prior to commencement of construction.
- iii. That sufficient funds will be available in the Employer's Medium-Term Revenue and Expenditure Framework (MTREF) Budget to ensure completion of all work under Phase 2.

Should the Employer elect not to proceed with Phase 2 for any of the above reasons, then the Employer shall reserve the right to terminate the services and the Service Provider will be reimbursed for all outstanding costs incurred up to that point plus 10% of the value of Normal Services contained under Phase 2.

**C1.2.2.2 DATA TO BE PROVIDED BY THE SERVICE PROVIDER**

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

## **PART C2 : PRICING DATA**

### **C2.1 : PRICING INSTRUCTIONS**

#### **1. GENERAL**

The professional duties to be performed in terms of this contract will be as defined in the latest version of the Engineering Council of South Africa: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act.

The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This shall include all items necessary and incidental to providing the Services, including appointment, management and payment of Sub-Consultants.

The Pricing Schedule forms part of the Contract Document and must be read and priced in conjunction with all other documents comprising the Contract Document, which include the Tender Data, Conditions of Contract, Scope of Work and any applicable drawings and documents.

#### **2. QUANTITIES REFLECTED IN THE SCHEDULE**

The quantities provided in the Bill of Quantities (BILL) are estimates only and subject to re-measuring during the execution of the work.

The validity of the contract will in no way be affected by differences between the quantities in the BILL and the quantities finally certified for payment. All tendered rates shall remain fixed irrespective of the extent of variation between measured/final quantities and estimated quantities.

#### **3. PRICING OF THE BILL OF QUANTITIES**

Only numeric values shall be used to complete the Pricing Schedule. The use of alphabets will not be accepted, and any items tendered as "Incl", "Nil", etc. will be replaced with a zero numeric value. Any items left blank for which a value should have been tendered will be treated as having a zero rate and amount.

##### **3.1 Part 1: Basic Fee – Normal Services**

The basic fee for normal services shall be a tendered percentage of the estimated construction cost of the works as defined in the latest version of the Engineering Council of South Africa: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act.

**To ensure the required level of professionalism and quality is achieved under the contract, the minimum professional fee that may be tendered is 8%.**

**Note:**

- **The basic fee (which shall cover all stages of the project deliverables) shall be determined taking into consideration all general and specific factors applicable to the project (in terms of Clause 4.3 of the Guidelines) as well as all documents and drawings supplied by the Employer and forming part of the enquiry document.**

- **Unless agreed to by the Employer, the percentage shall remain fixed and shall not be subject to any amendments/adjustments as a result of an increase or decrease in the value of the works, or changes to the scope of the works.**
- **In terms of Stage 5 – Contract Administration and Inspection, due allowance shall be made by the tenderer for the review and approval of all mechanical and electrical design and construction drawings and documents prepared by the Contractor. In this regard, it is assumed that the tenderer is well versed with these requirements based on previous experience.**

The fee shall also include for the following;

- All plotting, printing and copying of necessary drawings and documents up to Stage 3.
- All travelling required to and from the site of the works, during all stages of the project, by all personnel other than those responsible for construction monitoring.

### 3.2 Part 2: Studies and Assessments

#### Provisional Sums

Provisional sums are provided in the BILL and work done under these items will be at the written direction of the Employer. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the BILL and in the Summary of the BILL unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorised changes made by the Tenderer to provisional items in the BILL, or to provisional percentages and sums in the Summary of the BILL, will be treated as arithmetical errors.

#### **Note:**

- The Tenderer's mark-up on provisional sums must include for all effort associated with the execution and completion of such work in terms of Clause 3.1 of the ECSA Guideline.
- The value of work to be completed under provisional sums shall be agreed with by the Employer before execution of any works.
- All time-based costs shall be limited to the tendered rates under Part 4: Additional Services.

### 3.3 Part 3: Disbursements

The tendered rates for plotting, printing and copying drawings shall be on a cost to company basis and payment shall be based on the number of final drawings produced by the Service Provider and will be strictly limited to the following:

Stages 1 to 3 : No payment. Tenderers to make allowance for these in the basic fee.

Stage 4 : Payment to suit number of copies required for tender purposes.

Stage 5 : 4 copies.

The Tenderer shall be responsible for the costs of any other (ad-hoc) plotting/printing/copying of drawings that he requires to complete his designs. Where applicable, authorisation shall be sought from the Employer for any colour plotting and copying of drawing sizes A1 and greater. The Tenderer shall set up a system to substantiate the number of copies and plots claimed monthly. This system shall be to the approval of the Employer.



### **3.4 Part 4: Additional Services**

The tenderer shall tender hourly rates for Key Staff under this section. Tendered rates to include for all expenses, overheads and profit for the personnel specified.

Items have also been allowed for general technical and salaried professional staff at a tendered rate of cents per R100 of Total Annual Cost of Earnings (TACE). The tenderer is to submit the rate for this item in the space provided in the Description column of the BILL and extend it through for the stipulated TACE based on the number of hours given in the Quantities column. The base amount used to determine the rate per category of TACE is left entirely to the discretion of the Tenderer.

**Note:**

- Works to be completed under this part shall be approved the Employer, in writing, prior to the Service Provider undertaking any additional duties.
- Where approval is granted, the Service Provider will be required to maintain daily records briefly describing works executed by professional personnel and time spent on the works.
- These records shall be checked by the Service Provider, for completeness and correctness, and thereafter submitted to the Employer for approval no later than the third working day of the following week.

### **3.5 Part 5: Construction Monitoring**

A provisional sum has been allowed for the employment of construction monitoring personnel and the tenderer's mark-up shall include for all costs involved in overseeing and managing this process, including overheads and profits.

The level of Construction Monitoring required will be determined by the Employer upon completion of detailed design.

Allowances have been made in the BILL for travelling costs for designated construction monitoring personnel involved in the project (i.e. for traveling within the eThekweni Municipality area of supply).

### **3.6 Part 6: Travelling and Other Expenses**

The tenderer shall tender a per kilometer rate for the use of private motor vehicles in executing the project. No other travel or subsidy costs will be reimbursed by the Employer.

All travel kilometres shall be measured from the eThekweni area premises of the tenderer. In the case of the tenderer not having an office in the eThekweni area, then the travel kilometres shall be limited to 45km one way.

Acceptable travel logs for project-related tasks must be submitted to substantiate all claims.

The tenderer shall tender for other expenses to cater for any additional and foreseeable costs related to deliverables that the Tenderer considers to be omitted and wishes to make allowance for.

## **4. CORRECTIONS OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry and the

alteration must be initialled by the Tenderer.

**5. ARITHMETICAL ERRORS**

Arithmetical errors found in the BILL as a result of incorrect arithmetic will be corrected by the Employer at the tender evaluation stage, as set out in the Tender Data.

**6. MILESTONE PAYMENTS**

Milestone payments shall be applicable to this Contract. The Service Provider and Employer shall establish and agree upon project milestones at the start of the contract. The Service Provider is required to meet these milestones on a monthly basis.

The Service Provider shall submit progress reports at the end of the agreed period outlining progress in relation to the agreed milestones.

Progress claims shall be submitted in microsoft excel format using the standard payment template provided by the Employer.

**C2.2 : BILL OF QUANTITIES**

ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT R
<b>1.</b>		<b>PART 1: BASIC FEE - NORMAL SERVICES</b>				
1.1	PS 1.1	Percentage based fee (minimum 8%) on estimated value of works i.e. civil, structural, mechanical, electrical and control and instrumentation works.	%	R 60 000 000.00		
<b>Sub-Total Part 1</b>						
<b>2.</b>		<b>PART 2: STUDIES AND ASSESSMENTS</b>				
	PS 2.	<b><u>PROVISIONAL SUMS</u></b>				
2.1	PS 2.1	HAZOP and Risk Study.	Prov. Sum	R 200 000.00	-	R 200 000.00
2.2		Mark-up on item 2.1 above for all overheads, charges and profit.	%	R 200 000.00		
2.3	PS 2.2	Hazardous Area Classification Study.	Prov. Sum	R 100 000.00	-	R 100 000.00
2.4		Mark-up on item 2.3 above for all overheads, charges and profit.	%	R 100 000.00		
2.5	PS 2.3	Bio-filter Pump House Assessment.	Prov. Sum	R 200 000.00	-	R 200 000.00
2.6		Mark-up on item 2.5 above for all overheads, charges and profit.	%	R 200 000.00		
2.7	PS 2.4	Electrical Assessment.	Prov. Sum	R 200 000.00	-	R 200 000.00
2.8		Mark-up on item 2.7 above for all overheads, charges and profit.	%	R 200 000.00		
2.9	PS 2.5	Conditional Assessment of Existing Access Roads.	Prov. Sum	R 200 000.00	-	R 200 000.00
2.10		Mark-up on item 2.9 above for all overheads, charges and profit.	%	R 200 000.00		

ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT R
2.11	PS 2.6	Review, verify, amend (if necessary) and utilise the Employer's Preliminary Design of the Head of Works.	Prov. Sum	R 100 000.00	-	R 100 000.00
2.12		Mark-up on item 2.11 above for all overheads, charges and profit.	%	R 100 000.00		
2.13	PS 2.7	Review, verify, amend (if necessary) and utilise all information provided by the Employer.	Prov. Sum	R 100 000.00	-	R 100 000.00
2.14		Mark-up on item 2.13 above for all overheads, charges and profit.	%	R 100 000.00		
2.15	PS 2.8	Tacheometry Survey (additional).	Prov. Sum	R 200 000.00	-	R 200 000.00
2.16		Mark-up on item 2.15 above for all overheads, charges and profit.	%	R 200 000.00		
2.17	PS 2.9	Geotechnical Investigation.	Prov. Sum	R 300 000.00	-	R 300 000.00
2.18		Mark-up on item 2.17 above for all overheads, charges and profit.	%	R 300 000.00		
2.19	PS 2.10	Environmental Authorisations (i.e. BAR and WUA) and Monitoring.	Prov. Sum	R 800 000.00	-	R 800 000.00
2.20		Mark-up on item 2.19 above for all overheads, charges and profit.	%	R 800 000.00		
2.21	PS 2.11	Land Survey (where required).	Prov. Sum	R 200 000.00	-	R 200 000.00
2.22		Mark-up on item 2.21 above for all overheads, charges and profit.	%	R 200 000.00		
2.23	PS 2.12	Employment of Health and Safety Agent.	Prov. Sum	R 500 000.00	-	R 500 000.00
2.24		Mark-up on item 2.23 above for all overheads, charges and profit.	%	R 500 000.00		
2.25	PS 2.13	Institutional and Social Development (ISD) Consultant.	Prov. Sum	R 1 000 000.00	-	R 1 000 000.00

ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT R	
2.26		Mark-up on item 2.25 above for all overheads, charges and profit.	%	R 1 000 000.00			
2.27	PS 2.14	Sampling and Testing (where required by the Employer).	Prov. Sum	R 200 000.00	-	R 200 000.00	
2.28		Mark-up on item 2.27 above for all overheads, charges and profit.	%	R 200 000.00			
2.29	PS 2.15	Allowance for Specialist Sub-Consultant and Studies (where required by the Employer).	Prov. Sum	R 500 000.00	-	R 500 000.00	
2.30		Mark-up on item 2.29 above for all overheads, charges and profit.	%	R 500 000.00			
		<b>Sub-Total Part 2</b>					
<b>3.</b>		<b>PART 3: DISBURSEMENTS</b>					
3.1		<u>Photocopying / Duplicating:</u>					
3.1.1		a) Photocopies – black & white (80g/m <sup>2</sup> ):					
3.1.1.1		<> A4 Size - Single Sided	No.	2000			
3.1.1.2		<> A3 Size - Single Sided	No.	300			
3.1.1.3		<> A2 Size - Single Sided	No.	80			
3.1.1.4		<> A1 Size - Single Sided	No.	80			
3.1.1.5		<> A0 Size - Single Sided	No.	100			
3.1.2		b) Photocopies – colour (80g/m <sup>2</sup> ):					
3.1.2.1		<> A4 Size - Single Sided	No.	1000			
3.1.2.2		<> A3 Size - Single Sided	No.	150			
3.2		<u>Printing / Plotting</u>					
3.2.1		a) Paper prints - black & white (80g/m <sup>2</sup> ):					
3.2.1.1		<> A4 Size	No.	2500			
3.2.1.2		<> A3 Size	No.	200			

ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT R
3.2.1.3		<> A2 Size	No.	100		
3.2.1.4		<> A1 Size	No.	100		
3.2.1.5		<> A0 Size	No.	100		
3.2.2		b) White paper prints – colour (80g/m <sup>2</sup> ):				
3.2.2.1		<> A4 Size	No.	300		
3.2.2.2		<> A3 Size	No.	80		
3.2.2.3		<> A2 Size	No.	60		
3.2.2.4		<> A1 Size	No.	60		
3.2.2.5		<> A0 Size	No.	60		
3.2.3		c) Plastic prints (sepia) – black & white				
3.2.3.1		<> A1 Size	No.	100		
3.2.3.2		<> A0 Size	No.	100		
<b>Sub-Total Part 3</b>						
<b>4.</b>		<b>PART 4: ADDITIONAL SERVICES</b>				
	PS 1.2	<b><i>Additional services where authorised by the Employer:</i></b>				
4.1		Project Lead	hours	200		
4.2		Lead Civil Design Engineer	hours	150		
4.3		Lead Reinforced Concrete and Structural Design Engineer	hours	150		
4.4		Lead Mechanical Design Engineer	hours	150		
4.5		Lead Electrical Design Engineer	hours	150		
4.6		Lead Control and Instrumentation and Design Engineer	hours	150		
4.7		Salaried professional or technical staff tendered at _____ cents per R100 of TACE of up to R 250 000	hours	100		
4.8		Salaried professional or technical staff tendered at _____ cents per R100 of TACE of up to R 500 000	hours	100		

ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT R
4.9		Salaried professional or technical staff tendered at _____cents per R100 of TACE of over R 500 000 and up to R 1 000 000	hours	100		
4.10		Salaried professional or technical staff tendered at _____cents per R100 of TACE of over R 1 000 000 and up to R 1 500 000	hours	100		
		<b>Sub-Total Part 4:</b>				
<b>5.</b>		<b>PART 5: CONSTRUCTION MONITORING</b>				
5.1	PS 8.	Allowance for construction monitoring and site staff – level and number of to be agreed with Employer.	Prov. Sum	R 2 000 000.00	-	R 2 000 000.00
5.2		Mark-up on item 5.1 above for all overheads, charges and profit.	%	R 2 000 000.00		
		<b>Sub-Total Part 5:</b>				
<b>6.</b>		<b>PART 6: TRAVELLING AND OTHER EXPENSES</b>				
6.1		Travelling by means of a private motor vehicle.	km	50 000		
6.2		Allow for the following expenses which the tenderer considers to have been omitted and requires to be priced separately:				
6.2.1		(a)	Sum	1		
6.2.2		(b)	Sum	1		
6.2.3		(c)	Sum	1		

ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT R
6.2.4		(d)	Sum	1		
<b>Sub-Total Part 6:</b>						

**SUMMARY OF BILL OF QUANTITIES**

PART 1: BASIC FEE - NORMAL SERVICES	R .....
PART 2: STUDIES AND ASSESSMENTS	R .....
PART 3: DISBURSEMENTS	R .....
PART 4: ADDITIONAL SERVICES	R .....
PART 5: CONSTRUCTION MONITORING	R .....
PART 6: TRAVELLING AND OTHER EXPENSES	R .....
<b>SUB-TOTAL</b>	<b>R _____</b>
<b>VALUE ADDED TAX (15 %)</b>	<b>R _____</b>
<b>TOTAL CARRIED FORWARD TO FORM OF OFFER</b>	<b>R _____</b>



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**PART C3 : SCOPE OF WORK**

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### **C3. SCOPE OF CONTRACT**

#### **C3.1 Project Background**

Isipingo Waste Water Treatment Works currently treats domestic sewage (only) with a design capacity of 18MI/d. Due to ageing infrastructure and outdated process technology the plant is not operating at optimal capacity i.e. functional capacity is approximately 11.8MI/d.

There are major process inefficiencies at various process units however this contract shall only deal with the head of works, second class water system, stormwater infrastructure, bio-filter pump house and access roads.

An ultimate inflow of 20.8MI/d was projected over the next 25 years. For this reason, various improvements are required to the plant to increase the functional capacity.

#### **C3.2 Employer's Objective**

The Employer's objective is to appoint a Professional Service Provider, comprising a multi-disciplinary team, to undertake a two-phased approach for the upgrades to Isipingo WWTW which includes:-

Phase 1: Feasibility study and environmental approvals.

Phase 2: Detail engineering design and construction monitoring.

**Note:** The decision to proceed from Phase 1 to Phase 2 will be left to the discretion of the Employer and shall be dependent on the following outcomes:

- a) The Service Provider can conclusively prove at the end of Stage 1 that the project will be feasible and provide return on investment over a reasonable time frame.
- b) That all project specific approvals and authorisations required in terms of the National Water Act and National Environmental Management Act will be in place prior to commencement of construction.
- c) That sufficient funds will be available in the Employer's Medium-Term Revenue and Expenditure Framework (MTREF) Budget to ensure completion of all work under Phase 2.

#### **C3.3 Description of Site and Access**

Isipingo WWTW is situated within the southern region of eThekweni (approximately 20km from Durban CBD) and falls within Ward 89. The site is surrounded by wetlands, 100 year floodplains, Isipingo River and the Zamani Transit Camp.

The site can be accessed by travelling south, from Durban CBD, along the N2 freeway and taking the Joyner Road off-ramp (See Annexure C4.3).

#### **C3.4 Summary of Scope of Work**

The Employer has undertaken to complete the following works:

- a) Detailed tacheometry survey of the entire plant.
- b) Hydraulic assessment at the head of works.
- c) Preliminary design of new head of works inlet channel i.e. hydraulic design only.
- d) Proposed layout of new head of works.
- e) Detail engineering and architectural design for refurbishments and alterations to the existing administration building, staff canteen and change room building.

The required Scope of Work to be undertaken by the Service Provider under this contract shall be subject to a two-phase approach. The two (2) phases shall include, but is not limited to, the following:

#### Phase 1

- a) Planning and investigations.
- b) Studies and assessments.
- c) Attendance to project requirements for Occupational Health and Safety.
- d) Obtain required approvals/authorisations from public authorities, government departments and other relevant stakeholders, for which a provisional sum allowance has been made under BILL item 2.19.
- e) Acquisition of land and servitudes or allocation of land where required.
- f) Attendance to project requirements for Occupational Health and Safety.
- g) Client liaison and stakeholder engagement (including meetings).
- h) Preparation of bid documents and procurement of relevant service providers.
- i) Manage appointed Sub-Consultants.
- j) HAZOP and risk study.
- k) Hazardous area classification study.
- l) Additional tacheometry survey (where required by the Service Provider).
- m) Additional sampling and testing (where required by the Employer).
- n) Assessment of existing electricity supply.
- o) Conditional assessment of existing access roads.
- p) Review, verify, amend (if necessary) and utilise the Employer's preliminary design of the head of works and proposed layout.
- q) Review and verify the correctness of all information provided by the Employer.

#### Phase 2

- a) Attendance to project requirements for Occupational Health and Safety.
- b) Client liaison and stakeholder engagement (including meetings).
- c) Detail design for the following works:
  - Upgrade of the head of works (based on Employer's preliminary design and proposed layout).
  - New second class water system.
  - New stormwater infrastructure.
  - New access road and refurbishments to existing access roads.
  - All process control and instrumentation works for selected existing and all new infrastructure.
  - All mechanical and electrical works for selected existing and all new infrastructure.
  - Assessment of existing bio-filter pump house and relevant design.
  - Temporary sludge stockpile area.
- d) Preparation of bid documents and procurement of a suitable Contractor.
- e) Manage appointed Sub-Consultants.
- f) Construction monitoring for all works listed in c) above including refurbishments and modifications to the existing administration building, staff canteen and change room building.
- g) Comply with the latest revision of the Employer's Targeted Procurement Policy.

h) Performance monitoring of appointed Contractor (quarterly assessments).

**Note:**

**The Employer shall reserve the right to reduce the scope of work during any stage of the project and no additional fees or costs will be payable.**

**C3.5 Employer’s Multi-disciplinary Representatives**

The representative Branches of the Employer are as follows:

- a) Design Branch
- b) Treatment Works Operations Branch
- c) Mechanical & Electrical Branch
- d) Instrumentation, Control and Telemetry Branch
- e) Process Engineering Services Branch
- f) Wastewater Networks Branch (South)

The role and responsibility of eThekweni stakeholders are listed in the table below.

Department Name	Role/Responsibility
<u>Design Branch</u>	<ul style="list-style-type: none"> <li>• Overall project management including contract administration and liaising with Service Provider</li> <li>• Co-ordination of Employer’s project team</li> <li>• Approval of scope and specifications for the civil engineering designs</li> <li>• Approval of tender documentation</li> <li>• Facilitating internal BID committee approvals</li> </ul>
<u>Treatment Works Operations Branch</u>	<ul style="list-style-type: none"> <li>• Reviewing and commenting on scope of works, designs and specifications regarding the operational aspects of the plant during all stages throughout the contract (i.e. design, tender, construction, tie-in and shutdowns, commissioning and trial operational periods)</li> <li>• Co-ordinating and facilitating operational aspects during shutdowns, tie-ins, commissioning and trial operational periods of the plant</li> </ul>
<u>Mechanical and Electrical Branch (including Instrumentation, Control and Telemetry Branch)</u>	<ul style="list-style-type: none"> <li>• Reviewing and commenting on scope of works, designs and specifications regarding the mechanical and electrical aspects of the plant during all stages throughout the contract (i.e. design, tender, construction, tie-in and shutdowns, commissioning and trial operational periods)</li> <li>• Co-ordinating and facilitating mechanical and electrical aspects during shutdowns, tie-ins, commissioning and trial operational periods of the plant</li> </ul>
<u>Process Engineering Services Branch</u>	<ul style="list-style-type: none"> <li>• Reviewing and commenting on scope of works, designs and specifications regarding the process aspects of the plant during all stages throughout the contract (i.e. design, tender, construction, tie-in and shutdowns, commissioning and trial operational periods)</li> </ul>

<u>Wastewater Networks Branch (South)</u>	<ul style="list-style-type: none"><li>• Reviewing and commenting on scope of works, designs and specifications regarding the associated wastewater network aspects during all stages throughout the contract (i.e. design, tender, construction, tie-in and shutdowns, commissioning and trial operational periods)</li><li>• Co-ordinating and facilitating associated wastewater network aspects during shutdowns, tie-ins, commissioning and trial operational periods of the plant</li></ul>
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### **C3.6 PROJECT SPECIFICATIONS**

#### **PS 1. DUTIES**

##### **PS 1.1 Normal Duties**

The professional duties to be performed in terms of this contract will be as defined in the latest version of the Engineering Council of South Africa: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act.

This Guideline issued by ECSA under Section 34(2) of the Engineering Profession Act, 2000 (Act 46 of 2000) guides the determination of the services to be provided on projects and facilitates estimations of appropriate fees.

The stages in the Form of Agreement applicable to this contract are listed below:-

##### **Phase 1**

- a) Planning and investigations.
- b) Attendance to project requirements for Occupational Health and Safety.
- c) Preparation of bid documents and procurement of relevant service providers.
- d) Manage appointed Sub-Consultants.
- e) Client liaison and stakeholder engagement (including all meetings).
- f) Obtaining environmental authorisations.
- g) Feasibility report.

##### **Phase 2**

- a) Detail design.
- b) Design report.
- c) Tender drawings.
- d) Construction drawings.
- e) Preparation of bid documents and procurement of relevant service providers.
- f) Preparation of bid documents and procurement of a suitable Contractor.
- g) Construction monitoring.
- h) Environmental compliance.
- i) Manage appointed Sub-Consultants.
- j) Manage appointed Contractor.
- k) Contract administration (including monthly payments).
- l) Dealing with claims.
- m) Quality control and reporting.
- n) Attendance to project requirements for Occupational Health and Safety.
- o) Cash flows.
- p) Progress reports.
- q) Client liaison and stakeholder engagement (including all meetings).
- r) As-built drawings.
- s) Close-out Report.

## **PS 1.2 Additional Duties**

The additional duties to be provided by the Service Provider under the contract are listed below:

### **Phase 1**

- a) Studies and assessments.
- b) Obtain required approvals/authorisations from public authorities, government departments and other relevant stakeholders. This can be achieved through the appointment of suitable Service Providers. The following necessary authorisations have been identified by the Employer –
  - i. Water Use Authorisation (WUA) from Department of Water and Sanitation.
  - ii. Environmental Authorisation (EA) from Department of Economic Development, Tourism and Environmental Affairs.
- c) Acquisition of land and servitudes or allocation of land (where required). Isipingo WWTW currently resides on land that is owned by Regional and Land Affairs.

### **Phase 2**

- a) Comply with the latest revision of the Employer's Targeted Procurement Policy which shall include, but is not limited to, the following:
  - i. Incorporation of any targeted participation goals and training outcomes.
  - ii. The measuring of key performance indicators (quarterly assessments required).
  - iii. The selection, appointment and administration of participation.
  - iv. Auditing compliance with the above by any contractors and/or professional consultant.

## **PS 2. PROVISIONAL SUMS**

The Service Provider must ensure the following procedure is carried out when appointing Sub-Consultants under the contract:

- a) Prepare a Request for Quotation (RFQ) document, in consultation with the Employer, defining functionality requirements, scope of work and BILL.
- b) Obtain a minimum of 3 quotations.
- c) Assess quotations and recommend the lowest, most responsive tenderer.
- d) Appoint the recommended tenderer.

The Service Provider is required to undertake the following tasks upon appointment of the Sub-Consultants:

- a) Managing the programme and performance of the Sub-Consultants.
- b) Managing and inspecting quality.
- c) Preparing and processing payment certificates.
- d) All other work identified by the Employer with respect to Sub-Consultants.

### **PS 2.1 HAZOP and Risk Study**

The Service Provider, in conjunction with the Employer's representatives, is required to undertake a HAZOP and Risk Study on the detail design. The study will be in the form of a workshop. The Service Provider shall host the workshop and ensure that all relevant representatives are present. The HAZOP findings are to be documented in a HAZOP Report and must be signed off by all relevant Service Providers (under the contract) and the Employer's representatives.

### **PS 2.2 Hazardous Area Classification Study**

The Service Provider is required to undertake a Hazardous Area Classification Study at Isipingo WWTW. The study must include for the proposed partial enclosure over the Head of Works.

**PS 2.3 Bio-filter Pump House Assessment**

The Service Provider is required to undertake a detail assessment of the Bio-filter Pump House which shall inform the detail design of required components.

**PS 2.4 Electrical Assessment**

The Service Provider is required to undertake a detail assessment of the electrical supply to the plant which shall inform detail design requirements.

**PS 2.5 Conditional Assessment of Existing Access Roads**

The Service Provider is required to undertake a conditional assessment of the existing access roads (and associated infrastructure) within Isipingo WWTW. The assessment shall inform refurbishment requirements and upgrades to the existing access roads.

**PS 2.6 Review, Verify, Amend (if necessary) and Utilise The Employer's Preliminary Design of Head of Works**

The Service Provider is required to review, verify, amend (if necessary) and utilise the Employer's Preliminary Design of the Head of Works (see Annexure C4.4 for Proposed Layout).

The Service Provider shall verify all dimensions and details measured on site by the Employer prior to detail design. Any inconsistencies found between the Service Provider's findings and the information provided by the Employer shall immediately be brought to the attention of the Employer in writing.

The Service Provider shall, by accepting the information, take full responsibility for all aspects of the detail design and project specifications.

**PS 2.7 Review, Verify, Amend (if necessary) and Utilise All Information Provided by the Employer**

The Service Provider is required to review, verify, amend (if necessary) and utilise all information provided by the Employer, as listed under PS 4. The information provided shall inform the detail design.

**PS 2.8 Tacheometry Survey (additional)**

The Service Provider may be required to appoint a suitably qualified Surveyor to complete additional survey work that may be deemed necessary for detail design.

**PS 2.9 Geotechnical Investigation**

The Service Provider is required to appoint a suitably qualified Geotechnical Consultant to investigate existing ground conditions to facilitate detail design and environmental authorisations.

**PS 2.10 Environmental Authorisations and Monitoring**

The Service Provider is required to appoint a suitably qualified Environmental Consultant to obtain required environmental approvals/authorisations prior to construction. These have been identified by the Employer as being –

- a) Water Use Authorisation (WUA) from Department of Water and Sanitation.
- b) Environmental Authorisation (EA) from Department of Economic Development, Tourism and Environmental Affairs.
- c) Waste Management License in terms of the National Environmental Management: Waste Act

**PS 2.11 Land Surveyor (where required)**

The Service Provider may be required to appoint a suitably qualified Land Surveyor for acquisition of land and servitudes or allocation of land should it be required.

Isipingo WWTW currently resides on land owned by Regional and Land Affairs.

**PS 2.12 Employment of Health and Safety Agent**

The Service Provider may be required to appoint a suitably qualified Health and Safety Agent who shall be engaged from detail design stage. The appointed Health and Safety Agent will be required to work closely with the Employer's Health and Safety representatives for compliance and reporting purposes.

**PS 2.13 Institutional and Social Development (ISD) Consultant**

The Service Provider is required to appoint a suitably qualified ISD Consultant prior to construction. The responsibilities of the ISD Consultant shall include, but is not limited to the following:

- a) Engage with the Ward Councilor, Business Forums and relevant stakeholders prior to construction.
- b) Form a Project Steering Committee and facilitate monthly meetings.
- c) Resolve community issues.
- d) Facilitate communication between the appointed Contractor and Sub-Contractors.
- e) Attend community meetings (which may take place after business hours).

**PS 2.14 Sampling and Testing (where required by the Employer)**

The Service Provider may be required to undertake sampling and testing that may be deemed necessary for detail design.

**PS 2.15 Specialist Sub-Consultant and Studies (where required by the Employer)**

The Service Provider may be required to appoint a Specialist Sub-Consultant to undertake studies that may be deemed necessary by the Employer.

**PS 3. TENDER DOCUMENT AND PROCUREMENT FOR CONSTRUCTION**

The Service Provider must ensure the following procedure is carried out when appointing a Contractor to complete construction works:



- a) Prepare the construction procurement document (using the Employer's latest template), in consultation with the Employer, defining functionality requirements, scope of work, BILL and project specifications.
- b) Prepare a separate book of drawings.
- c) Prepare a Bid Specification Report for submission to the Employer's Bid committees.
- d) Hold a compulsory tender briefing meeting.
- e) Address all tender and technical enquiries.
- f) Adjudicate tenders and recommend the lowest, most responsive tenderer.
- g) Prepare a Bid Evaluation Report for submission to the Employer's Bid Committee.
- h) Address any queries in the case of an appeal.

The Service Provider shall be provided with the latest version of the Employer's procurement template, Bid reports and any other relevant Bid templates.

#### **PS 4. INFORMATION TO BE PROVIDED BY THE EMPLOYER**

##### **PS 4.1 Tacheometry Survey**

The Employer has completed a detailed tacheometry survey of the entire plant (in May 2021). Survey data shall be submitted to the Service Provider in dwg/dxf format with the associated tot/csv file. Allowance has been made under BILL item 2.13 for additional survey should it be deemed necessary for detail design.

##### **PS 4.2 Existing Services**

The site contains numerous existing services such as water rising mains, sewerage rising mains and gravity pipes, stormwater pipes and channels and electricity cables. The Employer shall provide the Service Provider with pdf soft copies of all available As-Built Drawings for the plant.

The positions of all services should be confirmed with the Employers Agent's Representative, and the Service Provider shall ensure that the positions of all existing services are taken into consideration during detail design stage.

##### **PS 4.3 Hydraulic Assessment of Head of Works**

The Employer has undertaken to complete a hydraulic assessment at the head of works. The assessment is based on given flow data over the past 12 months.

The hydraulic profile has been determined from the inflow pipe (at the head of works inlet channel) to just before the primary settling tanks. The hydraulic assessment shall contain sufficient detail to inform the detail design of the new inlet channel at the head of works.

##### **PS 4.4 Preliminary Design of Head of Works**

The Employer has undertaken to complete a preliminary design of the new head of works inlet channel i.e. hydraulic design only and has proposed the layout of the new head of works which includes the following :

- a) New inlet channel (existing channel to be refurbished and maintained as a standby channel).
- b) The following new components shall apply to the new and existing inlet channels:
  - Mechanical retractable trash rack system.
  - Mechanical fine screens.
  - Retractable hand-raked screens.
  - New induced vortex grit chambers (with grit classifier washers that discharge to a skip).
- c) New sluice gates (to ensure isolation of channels and equipment).
- d) New access road.

See Annexure C4.4 for Proposed Layout.

#### **PS 4.5 Bio-filter Pump Study**

The Employer has completed an assessment of the existing bio-filter feed pumping system due to reports of the existing bio-filter pump set being inadequate to deal with prevailing inflows at the plant. (Annexure C4.6).

Various pump tests were carried out and it was concluded that the pumps were capable of achieving the required flow demands. However, there was concern that the capacity of the sump was inadequate and may require to be augmented.

#### **PS 4.6 Electrical Data**

The Employer holds electrical information for Isipingo WWTW. The datasheet can be used for a load list as all major motor sizes are provided.

#### **PS 4.7 Control and Instrumentation Audit Report**

The Employer has completed a Control and Instrumentation Assessment (See Annexure C4.7).

#### **PS 4.8 Stormwater Management Plan**

The Employer has completed a Stormwater Management Plan for Isipingo WWTW due to localized flooding in the plant (See Annexure C4.9). A 1:10 year flood was calculated to determine whether the capacity of the existing stormwater infrastructure was adequate.

As a result, no infrastructure upsizing is required. The localized flooding was attributed to the following:

- a) Absence of stormwater channel along the south-west boundary of the plant.
- b) Inadequate inlet capacity at the entrance to the works.

The following recommendations were provided:

- a) Construct new 380mm x 340mm wide concrete channel along south-west boundary of the plant.
- b) Replace existing manhole with Type D3 manhole at the entrance to the works.

#### **PS 4.9 Detail Design of Administration Building, Staff Canteen and Change Room Building**

The Employer has completed a detail engineering and architectural design for refurbishments and

alterations to the existing administration building, staff canteen and change room building.

The Service Provider is required to incorporate the Employer's designs, drawings and specifications into the construction procurement document and undertake construction monitoring for the works.

## **PS 5. INFORMATION PROVIDED ON ISIPINGO WWTW**

### **PS 5.1 Operation of Isipingo WWTW**

The plant is access controlled and has full-time on-site security. The plant is manned for eight hours a day (i.e. 7:30am to 4:00pm) and the plant personnel comprise 26 full-time staff (i.e. 10 females and 16 males) as well as a Superintendent and Works Area Manager.

### **PS 5.2 Protocol to be Followed at Isipingo WWTW**

The Service Provider shall co-operate fully with the Employer's Site Personnel for the duration of the contract. The Service Provider shall ensure the following:

- a) The Employer's rules and requirements for plant operations are adhered to.
- b) The Service Provider's Site Personnel are familiar with and comply with the Employer's emergency procedures.
- c) Activities performed by the Service Provider's Site Personnel do not adversely affect the health and safety of the Employer's Personnel.

## **PS 6. DETAIL DESIGN**

### **PS 6.1 General**

The Service Provider is required to complete a detail design of all engineering aspects i.e. civil, structural, hydraulics, mechanical, electrical, control and instrumentation for the components of works outlined under items PS 6.2 – PS 6.7 below. All engineering designs completed by the Service Provider shall conform to and accommodate the following:

- a) Information provided by the Employer.
- b) Employer's requirements and specifications.
- c) Legislative requirements.
- d) Environmental aspects.
- e) Maintenance requirements.
- f) Health and safety requirements.
- g) Existing infrastructure, services and equipment.
- h) Best current engineering practice.

### **PS 6.2 Head of Works**

The detail design of the Head of Works shall include, but is not limited to, the following:

- a) New inlet channel.
- b) New mechanical retractable trash rack system.
- c) New mechanical fine screens.
- d) New retractable manual hand-raked screens.

- e) New vortex grit chamber (with grit classifier washers that discharge to a skip).
- f) New screw/hydro conveyor on rails (to discard screenings).
- g) New fixed screening washer compactor to discharge to skip.
- h) New sluice gates (to ensure isolation of channels and equipment).
- i) Refurbishment and upgrading of existing inlet channel (to remain online during construction of new inlet channel and later to be maintained as a standby channel).
- j) Removal and replacement of existing, outdated equipment in the existing inlet channel including, but not limited to, the following:
  - Three grit removal channels.
  - Manual bar screens.
  - Shelter.
  - Stormwater overflow chamber.
- k) New head of works shelter to provide partial enclosure from the trash rack system to the vortex grit chamber. The partial enclosure shall provide shelter to staff and provide adequate ventilation to prevent the build-up of harmful gases.
- l) Dealing with live sewage flow to ensure uninterrupted operation of the plant at all times. Sludge disposal sites to be confirmed by the Employer.
- m) Re-direct incoming flow from sewerage rising main to the head of the existing inlet channel.
- n) New access road.
- o) Relevant signage.

### **PS 6.3 Second Class Water System**

The proposed route for the second class water pipeline shall extend from the maturation pond into a new sump, and filtered, prior to being pumped to the head of works. The detail design for the Second Class Water System shall include, but is not limited to, the following:

- a) New pressure pipeline (from maturation pond to head of works).
- b) Final location and configuration of abstraction point (to be located at maturation pond after chlorine dosing point).
- c) New stand-pipes (at pre-determined points).
- d) New sump with filtration system and scour facility (effluent to be filtered prior to entering the holding tank).
- e) New second class water holding tank (proposed position between humus tanks and drying beds).
- f) Final size and position of second class water holding tank (proposed position between humus tanks and drying beds).
- g) New pumps (to be easily accessed and maintained).
- h) Relevant signage.

### **PS 6.4 Bio-filter Pump House**

Based on the bio-filter pump study (outlined under PS 4.5 above), further investigation is required by the Service Provider to inform the required detail design components.

### **PS 6.5 Stormwater Infrastructure**

Based on the stormwater management plan (outlined under PS 4.8 above), the detail design shall include, but is not limited to, the following:

- a) New 380mm x 340mm wide concrete channel along south-west boundary of the plant.
- b) Replace existing manhole with Type D3 manhole at the entrance to the works.

#### **PS 6.6 Refurbishment of Existing Access Roads**

The Service Provider is required to undertake a conditional assessment of the existing access roads and provide detail design for the required refurbishments. Works shall include, but is not limited to, the following:

- a) New road layer works.
- b) New kerbs.

#### **PS 6.7 Process Control and Instrumentation**

The Service Provider shall ensure the following:

- a) Provision of Human Machine Interface (HMI) to view all plant controls and instrumentation in the control room.
- b) All automated process units to be programmable via a SCADA system and accessed from the plant control room.
- c) All process and control specifications and P&ID shall be developed in conjunction with the Employer.

#### **PS 6.8 Sludge Stockpile Area (temporary)**

The Service Provider shall design a temporary sludge stockpile area, with lining and cut off drains, to store sludge from drying beds prior to removal from site. The Service Provider shall ensure the following:

- a) Compliance with the Guidelines for the Utilisation and Disposal of Wastewater Sludge: Volumes 1 to 5.
- b) The stockpile area should be large enough to cater for the maximum flow and extended storage during periods where sludge removal is not possible.
- c) The stockpile area should be able to store the quantity of dried sludge produced for a period of one month.

### **PS 7. DRAWINGS**

#### **PS 7.1 Design Drawings (Tender and Construction)**

The Service Provider is required to provide engineering design drawings (to-scale) for tender and construction purposes. All design drawings shall comply with the Employer's requirements prior to submission for approval. The Service Provider shall ensure the following:

- a) Tender drawings to be submitted in hard copy – A1 copy for approval by the Employer and A2 book of drawings for tender purposes. The number of A2 book of drawings shall be determined and agreed upon by the Employer and Service Provider at tender stage.
- b) Approved construction drawings to be submitted in soft copy (dxf/dwg format) and hard copy (A0) to the Employer (one copy).
- c) Approved construction drawings to be submitted in hard copy (A0) to the appointed Contractor (three copies).

## **PS 7.2 As-Built Drawings**

The Service Provider is required to provide as-built drawings (to-scale) on completion of construction works. All as-built drawings shall comply with the Employer's requirements prior to submission for approval.

The Service Provider shall submit drawings in soft copy (dxf/dwg format) and hard copy (A0 sheets) to the Employer for their permanent record. The as-built drawings shall include all new and existing infrastructure and services and must clearly demarcate those to be abandoned/demolished (if applicable).

The Service Provider is required to reproduce existing as-built drawings for the works which are currently only available in PDF format.

## **PS 8. CONSTRUCTION MONITORING**

The required level of monitoring and site staff requirements shall be confirmed upon completion of detail design.

## **PS 9. REPORTING AND PROGRESS**

The Service Provider is required to submit both hard and soft copies of all reports under the contract.

### **PS 9.1 Feasibility Report**

The Service Provider is required to prepare and submit a Feasibility Report at the end of Phase 1 of the project. The report shall include, but is not limited to, the following:

- a) Outcomes of relevant studies, investigations and assessments.
- b) Cost estimates.
- c) Overview of scope of work.
- d) Preliminary design.
- e) Outcome of environmental applications.
- f) Whether the project will provide a return on investment over a reasonable timeframe.
- g) The Service Provider's recommendations regarding the overall project feasibility which shall inform the Employer's decision to proceed to Phase 2.

### **PS 9.2 Design Report**

The Service Provider is required to prepare and submit a Detail Design Report including, but not limited to, the following:

- a) Detail scope of work.
- b) Technical approach and methodology.
- c) Design calculations.
- d) Assumptions.
- e) Project specifications.
- f) Findings from the HAZOP and Risk Study.
- g) Findings from the Hazardous Area Classification Study

h) Terms of reference.

The minimum requirements for the detail design drawings, to be included with the report submission, are outlined below for each engineering discipline.

<b>Engineering Discipline</b>	<b>Minimum Requirements</b>
Process Engineering	<ul style="list-style-type: none"> <li>• Process and control description</li> <li>• Process flow diagram</li> <li>• P&amp;ID drawings</li> </ul>
Civil Engineering	<ul style="list-style-type: none"> <li>• General site layout</li> <li>• Overall site layout of existing and proposed structures, services and access routes</li> <li>• Detail layout of all structures, pipelines and roadworks</li> </ul>
Electrical Engineering	<ul style="list-style-type: none"> <li>• Load Schedule</li> <li>• Backup power control philosophy</li> <li>• Electrical equipment data sheets and motor list</li> <li>• Lighting and emergency lighting detail</li> <li>• Cable schedule</li> <li>• Overall site layout of MCC, generator and power cable routing</li> <li>• MCC Design Drawings</li> <li>• Works Single Line Diagrams</li> <li>• SPL DB layout drawings</li> <li>• Earthing drawings</li> </ul>
Mechanical Engineering	<ul style="list-style-type: none"> <li>• Mechanical equipment and operational philosophy description and data sheets</li> <li>• Mechanical layout and detailed drawings</li> <li>• Mechanical piping drawings-general layout and pipe/valve schedules</li> <li>• Pump and Pipe modelling diagrams</li> </ul>
Control and Instrumentation Engineering	<ul style="list-style-type: none"> <li>• Process and control philosophy narrative</li> <li>• Instrumentation data sheets and Instrumentation index</li> <li>• Instrumentation junction box positioning</li> <li>• Junction box and PLC cabinet GA details</li> <li>• Hookup drawings</li> <li>• Instrumentation and cable routing drawings</li> </ul>

**PS 9.3 Progress Reports and Programme**

The Service Provider is required to submit written progress reports to the Employer prior to progress meetings. The reports shall highlight programmed activities and indicate the status.

The Service Provider shall be responsible for planning the sequence of their work and ensuring that the following constraints are accommodated:

- All legislated timeframes.
- Employer's Supply Chain Management timeframes.
- Employer's requirements.
- Approval periods by the Employer.

- Timeframes for studies or assessments to be completed by Sub-Consultants.
- Allowable periods for shutdowns (limited to an 8 hour period). At minimum, the required notice period is one week prior to the scheduled shutdown.

The Service Provider's programme shall outline the following:

- Various activities related to a time scale, for each element of the work, including those of Nominated and/or Sub-Consultants, in sufficient detail to be able to assess progress.
- Critical path activities and their dependencies.
- Key dates in respect of work to be carried out by others.
- Key dates in respect of information to be provided by the Employer and/or others.

The Service Provider's programme and methodology will not be accepted as the basis for claims for additional compensation without due reference to all relevant associated factors.

Should progress lag by more than 4 weeks then the Service Provider shall submit a revised programme and method statement on how he proposes to accelerate the works.

If in the opinion of the Employer, such revised programme will not make up the lost time, the Employer's Agent shall have the right to request the Service Provider to reorganize his work in a manner which will ensure an acceptable programme. Claims for additional payment to meet any costs incurred due to such reorganisation will not be accepted.

#### **PS 9.4 Close-out Report**

The Service Provider is required to submit a project close-out report on completion of construction. The report shall include, but is not limited to, the following:

- a) Actual costs.
- b) New infrastructure.
- c) Demolished/abandoned infrastructure.
- d) Authorisations and approvals obtained.
- e) Procurement information.
- f) Challenges incurred.
- g) Deviation from original scope of work.
- h) Any operational and maintenance requirements.
- i) Completion dates.
- j) Defects liability period.

#### **PS 10. LIAISON AND COMMUNICATION**

##### **PS 10.1 Stakeholder Engagement**

The Service Provider is required to facilitate communication between the Employer and all relevant stakeholders including, but not limited to, Sub-Consultants, public authorities, government departments and other relevant stakeholders throughout the period of performance.

##### **PS 10.2 Meetings**

The Service Provider is required to attend all meetings listed below and shall ensure representation by the Project Lead and relevant key personnel:



- a) Project handover meeting.
- b) Site Inspection.
- c) Monthly technical and progress meetings (from the contract start date).
- d) Design review meetings (a minimum of two meetings per discipline).
- e) Tender document review meetings (a minimum of four meetings).
- f) Construction drawing review meetings.
- g) Ad hoc technical meetings as required by the Employer (to be agreed by the Employer and Service Provider).
- h) Tender clarification meeting.
- i) Construction handover meeting.
- j) Monthly site meetings during construction phase.
- k) Close-out meeting.

Meetings shall be physical or virtual. The Service Provider shall record and issue minutes (in hard and soft copies) for all meetings no later than 2 weeks after the meeting.

#### **PS 11. POST INSTALLATION AND COMMISSIONING RESPONSIBILITIES**

During the post installation testing and commissioning phase of the project, the service provider shall be expected to fulfill all critical roles and responsibilities indicated but not limited to the following:

- a) Review and approve the Contractor's commissioning plan and quality control documentation.
- b) Vet the experience of the Contractor's commissioning team.
- c) Facilitate commissioning meetings with the Contractor and Employer as per the Contractor's commissioning plan.
- d) Witness and approve factory and on-site acceptance testing of all electrical switchgear and motor control centres including associated control systems.
- e) Perform all pre-commissioning checks with the Contractor and witness and approve pre-commissioning performance and verification activities undertaken by the Contractor.
- f) Witness wet commissioning performance and verification activities undertaken by the Contractor and the safe operation of plant and equipment in compliance with the requirements of the specification.
- g) Track deficiencies recorded during commissioning and ensure that corrective measures are followed through by the Contractor.
- h) Review and sign off the Contractor's commissioning documentation (record sheets, test forms, etc.) for mechanical and electrical plant and equipment.
- i) Together with the Contractor, review and check the process control network including control and instrumentation system settings during commissioning in compliance with the relevant drawings and specifications.
- j) Witness and approve process commissioning and process performance testing undertaken by the Contractor and representatives of the Employer.
- k) Together with the Contractor, monitor all alarms during performance verification.

- l) Review and comment on the Contractor's minutes of commissioning meetings.
- m) Review and approve the Contractor's operations and maintenance manuals for completeness.
- n) Review and where required, sign off all as-built drawings supplied by the Contractor.
- o) Review and comment on the Contractor's training programme and where necessary, witness all training afforded to the Employer's personnel to ensure that the full requirements have been fulfilled and objectives met.
- p) Due allowance for the above shall be made in the tendered rates based on the Service Provider's previous experience on similar projects.

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**PART C4: ANNEXURES**

- Annexure C4.1 Standard Conditions of Tender – CIDB SFU (2015)**
- Annexure C4.2 CIDB Standard Professional Services Contract (July 2009)**
- Annexure C4.3 Locality Plan**
- Annexure C4.4 Proposed Layout of Improvements to Isipingo WWTW**
- Annexure C4.5 Process Flow Diagram (current)**
- Annexure C4.6 Bio-filter Pump Study (May 2019)**
- Annexure C4.7 Control and Instrumentation Audit Report (2019)**
- Annexure C4.8 Typical Process and Instrumentation Diagram**
- Annexure C4.9 Stormwater Management Plan (June 2021)**
- Annexure C4.10 Policy for Performance Monitoring of Service Providers (November 2009)**
- Annexure C4:11 Relevant As-built Drawings**
- Annexure C4:12 Occupational Health and Safety Agreement**
- Annexure C4:13 Covid-19 Health and Safety Specification**

**ANNEXURE C4.1 : STANDARD CONDITIONS OF TENDER – CIDB SFU (2015)**

**Annex F**  
*(normative)*

**Standard Conditions of Tender**

**F.1 General**

**F.1.1 Actions**

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

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

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

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

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

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

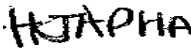
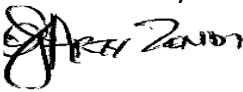
- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official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

# ETHEKWINI MUNICIPALITY

## Occupational Health & Safety Unit



### 37.2 Agreement in terms of Occupational Health and Safety Act No. 85 of 1993

Document Title	37.2 Agreement in terms of OHS Act of 1993
Client	EThekweni Municipality
Project Name	Provision of Professional Consulting Services for the Design and Construction Monitoring of Improvements to Isipingo Wastewater Treatment Works
Contract Number	PSC2019/008
Revision	01
Internal Reference no.	37.2 - 207 /08/2021
(Safety officer)	Name and surname: Hlengiwe Njapha Signature:  Date: 30/08/2021
(Manager: Safety & Risk)	Name and surname: Arty Zondi Signature:  Date: 30/08/2021

# **ETHEKWINI MUNICIPALITY**

## **OCCUPATIONAL HEALTH AND SAFETY**



### **OCCUPATIONAL HEALTH AND SAFETY ACT 1993, (ACT NO. 85 OF 1993) MANDATORY AGREEMENT – 37.2**

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#### **Contractor Acknowledgement of Responsibility in terms of the Occupational Health and Safety Act**

Written agreement between ETHEKWINI Municipality (the “employer”)

I hereby declare that I, .....,representing eThekwini Municipality from .....Unit

And  
(the “mandatary”)

as provided for in terms of Section 37 (2) of the Occupational Health and Safety Act No.85 of 1993 as amended by Act 181 of 1993.

I hereby declare that I, ....., am authorised to represent the “mandatary” and acknowledge that the “mandatary” is an employer in its own right with all duties and responsibilities as prescribed in the Occupational Health and Safety Act no. 85 of 1993 and its Regulation and other applicable Legislations .

I agree to ensure that all work performed, or machinery and plant used by the “mandatary” on any ETHEKWINI Municipality premises shall be in accordance with the provisions of the said Act.

Furthermore, I agree the “mandatary” shall comply with all ETHEKWINI Municipality site rules and safety, health, and environmental requirements as may be communicated or stipulated by ETHEKWINI Municipality prior to and during the course of any Contract awarded to the “mandatary” by ETHEKWINI Municipality.

Furthermore, I undertake to ensure that ETHEKWINI Municipality is timeously informed should the “mandatary”, for whatever reason, be unable to perform in terms of this agreement.

The Contractor/PSC must, before the commencement of any work and during work, have risk assessment performed by a competent person appointed in writing.

The Contractor/PSC must keep the risk assessment and writing safe working procedures in the safety file.

The Contractor/PSC shall be registered and be in good standing with Workman's Compensation fund.

Signed this .....day of .....20.....

On behalf of the "mandatary" (print).....

(sign) .....

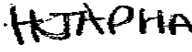
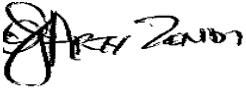
On behalf of the "employer" (print).....

(sign) .....

**ETHEKWINI MUNICIPALITY**  
**Occupational Health & Safety Unit**



**COVID 19 Health and Safety Specification**

Document Title	COVID 19 Health & Safety Specification
Client	eThekweni Municipality
Project Name	Provision of Professional Consulting Services for the Design and Construction Monitoring of Improvements to Isipingo Wastewater Treatment Works
Contract Number	PSC2019/008
Internal Reference no.	COVID19- 30/08/2021
Compiled by (Safety officer)	Name and surname: Hlengiwe Njapha Signature:  Date: 30/08/2021
Reviewed by (Manager: Safety& Risk)	Name and surname: Arty Zondi Signature:  Date: 30/08/2021





# **ETHEKWINI MUNICIPALITY OCCUPATIONAL HEALTH AND SAFETY UNIT**

## **COVID 19 HEALTH AND SAFETY SPECIFICATION**

### **Background:**

Corona viruses are a large family of viruses that are found both in humans and animals. Some of these viruses are known to cause illnesses ranging from common cold to severe respiratory diseases. Corona virus (COVID-19) was identified in December 2019 in China. COVID-19 infections have spread to other countries in the world. Exposure to Covid-19 may cause flue like symptoms such as coughing, sneezing, headaches, fever, sore throat and at times affect the lungs and airways of employees. Symptoms can be mild, moderate, severe or fatal.

Coronavirus Disease 2019 (COVID-19) is a respiratory disease caused by the SARS-CoV-2 virus. To reduce the impact of COVID-19 outbreak conditions on businesses, workers, customers, and the public, it is important for all employers to plan now for COVID-19. For employers who have already planned for influenza outbreaks involving many staff members, planning for COVID-19 may involve updating plans to address the specific sources of exposure, routes of transmission, and other unique characteristics of SARS-CoV-2 (i.e. compared to influenza virus outbreaks).

### **Introduction**

The legislation governing workplaces in relation to COVID-19 is the Occupational Health and Safety Act, Act 85 of 1993, as amended, read with the Hazardous Biological Agents Regulations. Section 8 (1) of the Occupational Health and Safety (OHS) Act, Act 85 of 1993, as amended, requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of employees. Specifically,

section 8(2)(b) requires steps such as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard before resorting to Personal Protective Equipment (PPE). However, in the case of COVID-19, a combination of controls is required, although the main principle is to follow the hierarchy of controls.

While engineering and administrative controls are considered more effective in minimizing exposure to SARS-cov-2, PPE may also be needed to prevent certain exposures. While correctly using PPE can help prevent some exposures, it should not take the place of other prevention strategies

This is a risk assessment for dealing with the current COVID-19 situation in the construction site. It may not likely to cover all scenarios therefore Construction Management should develop Standard Operating Procedures as there may be unique circumstances and make a necessary call in the interest of the health and safety of employees

This is a risk assessment for dealing with the current COVID-19 situation in the construction site. It may not likely to cover all scenarios therefore management should develop SOP's as there may be unique circumstances and make a necessary call in the interest of the health and safety of Contractor employees

### **Definitions**

“**BCEA**” means the Basic Conditions of Employment Act, 1997 (Act No.75 of 1997)

“**COVID-19**” means Coronavirus Disease 2019

“**Disaster Management Act**” means the Disaster Management Act, 2002 (Act No.57 of 2002)

“**OHSA**” means the Occupational Health and Safety Act, 1993 (Act No.85 of 1993)

“**PPE**” means personal protective equipment

“**virus**” means SARS-Cov-2 virus

“**Worker**” means any person who works in an employer’s workplace including an employee of the employer or contractor, a self-employed person or volunteer

“**workplace**” means any premises or place where a person performs work

“**NICD**” means National Institute for Communicable Diseases

“OMP” means Occupational Medical Practitioner

#### **COVID 19 Risk Assessment:**

- The Contractor/Service Provider must ensure that COVID 19 Risk Assessment (COVID 19 Health and Safety Plan) is conducted and submitted to the Client prior to the commencement of the construction work, it must be in line with the Client COVID 19 Health and Safety Specification.
- The Contractor/Service Provider must appoint COVID 19 Compliance Manager to ensure that all necessary COVID 19 safety precautions are implemented to prevent the spread.

#### **Hand Hygiene:**

- The Contractor/Service provider must have adequate facilities for the washing of hands with soap and clean water.
- The Contractor/Service Provider must have 70% alcohol-based hand sanitizers at strategic points of the construction site.
- The Contractor must have paper towels to dry hands after hand washing.

#### **Cleaning and Disinfecting surfaces:**

- The Contractor/Service Provider must take measures to ensure that all work surfaces and equipment are disinfected before work begins, regular during the working period and upon completion the work.
- The Contractor/Service Provider must ensure frequently cleaning and disinfecting objects and surfaces that are touched regularly particularly in areas of high use such as shared tools, taps, ablution facilities, hand rails light switches, eating and changeroom areas, shared construction vehicles, etc. using appropriate disinfecting solutions such clean water, soap and bleach

#### **Social Distancing:**

- The Contractor/Service Provider must arrange the Workplace to ensure minimal contact between workers and as far as practicable that there is a minimum of 1,5meter distance between workers while they are working. employees are aware to maintain social distance when working.
- The Contractor/Service Provider must ensure that where the minimum distance is impossible employees must always be instructed to wear cloth mask/FFP1/2 mask or reducing the number of workers present in the construction site at any time to achieve the required social distancing.
- The Contractor/Service Provider must ensure that employees working in offices are provided with physical barriers placed between work their workstations

## **Personal Protective Equipment (PPE)**

- The Contractor/Service Provider must ensure that every worker is provided with two cloth masks to be worn when in workplace or public which comply with the requirement set out in the guideline issued by Department of Trade, Industry and Competition.
- The main benefit of everyone wearing a cloth mask is to reduce the amount of virus droplets being coughed up by those with infection and transmitted to others and to surface that others may touch.
- Every Contractor/Service Provider must ensure that workers are informed, instructed, trained and informed as to the correct use of cloth mask.
- The Contractor /Service Provider must ensure to issue face shield/visors where applicable as double protection

## **Emergency Numbers**

- Corona virus (COVID-19) 24-Hour Hotline number:0800 029 999
- Corona virus (COVID-19) WhatsApp Number: 0600 12 3456
- COVID-19 National Crisis Helpline - 0861 322 322
- NICD (National Institute of Communicable Diseases) 24-Hour toll-free hotline number: 0800 029 999 or 0800 111 132
- SAPS gender-based violence service complaints (SAPS) - 0800 333 177
- GBV (Gender Based Violence) Command Centre -0800 428 428/ \*120\*7867# (free from any cell phone)/ SMS Line: 32312
- Women Abuse Helpline - 0800 150 150
- People Opposing Women Abuse (POWA) - Tel: 011 642 4345/ Afterhours cellphone: 0837651235
- Child Line - 0800 055 555
- Lifeline South Africa - 0800 012 322 (free on mobile networks including landlines)
- FAMSA - Advice on family relationships - 011 975 7107
- Human trafficking - Report cases of human trafficking - hotline operated by the Salvation Army and Be Heard - 08007 37283 (0 8000-rescue)
- National Human Trafficking Helpline - 0800 222 777
- Persons with Disabilities - SMS 'help' to 31531
- National AIDS Helpline - 0800 012 322
- Suicide Helpline - 0800 567 567
- Stop Gender Violence - Anonymous, confidential and accessible telephonic information, counselling and referrals, in all 11 official languages - 0800 150 15
- Substance Abuse Helpline - 0800 12 13 14

## **Recommended Best Practice**

- The Contractor/Service Provider must ensure that vulnerable and 60 years old workers are identified and received a special measure for their protection.
- The Contractor/ Service Provider must ensure that for communication strategy Microsoft Team, ZOOM or Skype or cell phones are used to prevent the spread of COVID 19 virus.
- The Contractor/Service Provider must ensure to keep the workplace well ventilated by natural or mechanical means to reduce the SARS – CoV – 2 viral loads.

## **References**

- COVID-19 Disaster Management Act
- Occupational Health & Safety Act 85 of 1993
- The Department of Employment and Labour: Workplace Preparedness: COVID-19 (SARS-CoV-19 virus)
- COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020
- Hazardous Biological Agents Regulations
- National Institute for Occupational Health (NIOH)

# COMPANY LOGO

## Covid-19 access into construction site or workplace, point of entry screening questionnaire

Company / Construction Site: \_\_\_\_\_

Name and Surname: \_\_\_\_\_ Co No: \_\_\_\_\_

Line Manager Name: \_\_\_\_\_

Question:	Yes	No
1. Have you had flu or symptoms of flu in the last few weeks?		
2. Do you have a persistent cough that has started in the last few days?		
3. Do you have symptoms of fever? (red, tearing or burning eyes, sweats, clammy hands)?		
4. Do you have any signs of a respiratory infection, shortness of breath, difficulty breathing? (Self-test: Hold in your breath for 10 seconds)		
5. In the last 14 to 21 days, have you travelled outside the borders of South Africa?		
6. In the last 14 to 21 days, have had contact with anybody that has travelled outside the Provincial or South African borders?		
7. Have you been near or in contact with anyone who has symptoms or tested positive for COVID-19?		
If you have answered yes to any of the above questions, please inform your supervisor immediately. Brief description of events (When, where and who else were you with: _____ _____ _____		
<b>Personal Commitment</b>		
✓ I further undertake to immediately report any change in my medical condition to my supervisor/manager!		
✓ I will always maintain excellent personal and company hygiene standards!		
✓ I will maintain and keep the minimum social distance of 1m between myself and other employees!		
✓ I will utilize PPE and sanitizers provided to me to prevent the spread of the virus!		
✓ I will ensure all equipment / materials handed over to another person has been cleaned and sanitized!		
✓ I will not abuse, misuse, share or lose the PPE and related materials / equipment issued to me!		
<b>Employee Signature</b>		
<b>Date</b>		

Temperature: \_\_\_\_\_ °C. (if temperature is at 38°C or higher refer to Process Flow Annexure 1 document then deny entry, isolate and start reporting process)

Entry Cleared Yes  No

Construction Manager/Supervisor: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_