



**ENGINEERING UNIT  
ROADS PROVISION  
PRICED QUOTATION**

**QUOTATION NUMBER**

**7R-18475**

**QUOTATION DESCRIPTION**

**PROVISION OF CONSULTING SERVICES FOR  
AN ENVIRONMENTAL MANAGEMENT  
PROGRAMME (EMPr) FOR THE UPGRADING OF  
MAX MASANGO AND INKWAZI CLOSE IN  
SAVANNAH PARK OF WARD 72**

Queries relating to these documents may be  
addressed to the Employer's Agent :

**DAVID THOMAS  
031 311 7326 (t)  
DAVE.THOMAS@DURBAN.GOV.ZA**

There will be no Compulsory Clarification Meeting.

Quotations shall be delivered on or before : **WEDNESDAY, 29TH SEPTEMBER 2021** at or  
before 11:00

**QUOTATIONS ARE TO BE DEPOSITED IN THE BOX PROVIDED IN THE  
Supply Chain Management, Corporate Procurement Department, Archie Gumede  
Place, Old Fort Complex, Durban**

**FOR OFFICIAL USE ONLY**

Tenderer Name :			CIDB Registered - Y N
			VAT Registered - Y N
	Price (excl)	VAT	Price (incl)
Submitted			
Corrected			



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**Note :** The words TENDER and QUOTATION are interchangeable throughout this procurement document.



## **PART T1 : TENDERING PROCEDURES**

### **T1.1 : TENDER NOTICE AND INVITATION TO TENDER**

Reference is to be made to the front cover.

### **T1.2: TENDER DATA**

**These Standard Conditions of Tender are an abbreviated form of the CIDB Standard Conditions of Tender as found in Annex F of the Standard for Uniformity in Construction Procurement. The original clause numbering has been maintained.**

#### **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.

##### **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.1.4 Communication and employer's agent**

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

##### **F.1.6 Procurement procedures**

F.1.6.1 General - Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

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

##### **F.2.1 Eligibility**

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

##### **F.2.2 Cost of tendering**

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

##### **F.2.5 Reference documents**

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

##### **F.2.7 Clarification meeting**

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

##### **F.2.9 Insurance**

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

##### **F.2.10 Pricing the tender offer**

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

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

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

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

##### **F.2.11 Alterations to documents**

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

##### **F.2.13 Submitting a tender offer**

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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

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

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

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

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

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

#### F.2.14 Information and data to be completed in all respects

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

#### F.2.15 Closing time

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

#### F.2.16 Tender offer validity

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

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

#### F.2.17 Clarification of tender offer after submission

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

#### F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

### F.3 THE EMPLOYER'S UNDERTAKINGS

#### F.3.4 Opening of tender submissions

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

#### F.3.6 Non-disclosure

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

#### F.3.7 Grounds for rejection and disqualification

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

#### F.3.8 Test for responsiveness

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

- a) complies with the requirements of these Conditions of Tender;
- b) has been properly and fully completed and signed; and
- c) is responsive to the other requirements of the tender documents.

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

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

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

#### F.3.9 Arithmetical errors, omissions and discrepancies

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

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

The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result

of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

### F.3.10 Clarification of a tender offer

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

### F.3.11 Evaluation of tender offers

#### F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

Apply the 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

#### F.3.11.2 Method 1: Price and Preference

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

#### F.3.11.3 Method 2: Functionality, Price and Preference

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act, 2000.
- 4) A contract may only be awarded to a tenderer that did not score the highest points only in accordance with Section 2(1)(f) of the PPPFA.

#### F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

#### F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = 80 \times (1 - (P - P_m) / P_m)$$

where:  $N_{FO}$  : is the number of tender evaluation points awarded for the financial offer;

$P_m$  : is the comparative offer of the most favourable comparative offer.

$P$  : is the comparative offer of the tender offer under consideration.

#### F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

#### F.3.11.9 Scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the tender data. Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_0 / M_s$$

where:  $S_0$  : is the score for quality allocated to the submission under consideration;

$M_s$  is the maximum possible score for quality in respect of a submission; and

$W_2$  : is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

### F.3.12 Insurance provided by the employer

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

### F.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

### F.3.18 Provide written reasons for actions taken

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

## T1.2.2 TENDER DATA

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

**F.1.1 The employer:** eThekweni Municipality as represented by the Department Deputy Head

**F.1.2 Tender documents :** The Tender Document and the Drawings (if applicable) shall be obtained from the Employer's Agent. The Tender Documents issued by the Employer comprise of the following documents:

- a) The Priced Quotation Document (this document);
- b) Drawings, if issued separately from this document;
- c) "General Conditions of Contract for Construction Works – 3<sup>rd</sup> Edition 2015" issued by the South African Institution of Civil Engineering (Short title "GCC 2015"). This document is obtainable separately, and Tenderers shall obtain their own copies.
- d) "City of Durban Technical Specifications" hereinafter referred to as the Standard Engineering Specifications. This document is obtainable separately, and Tenderers shall obtain their own copies of the applicable Sections.
- e) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document.
  - The Occupational Health and Safety Act and the Construction Regulations (2014);
  - The Construction Industry Development Board Act and the CIDB Regulations (as updated);
  - The Preferential Procurement Policy Framework Act (PPPFA) PPPFA Regulations (January 2017).
  - South African Road Traffic Signs Manual - Vol 2: Chapter 13: Roadworks Signing.
- f) The Tenderers shall make themselves familiar with the requirements of the following policies that are available on the eThekweni Internet Site:
  - Code of Conduct;

**F.1.4 The employer's agent :** Refer to the front cover of this document.

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

- a) 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;
- b) The tenderer fails to attend any compulsory site inspection (see F.2.7);
- c) The tenderer is not registered with the CIDB (at time of tender closing) for the correct and appropriate class of work.
- d) The tenderer is not registered and in good standing with the compensation fund or with a licensed compensation insurer.
- e) The tenderer is a Joint Venture.

**F.2.7 Clarification meeting :** Refer to the front cover of this document. If the clarification meeting is compulsory, Tenderers must sign the attendance list in the name of the tendering entity. Addenda will only be issued to those tendering entities appearing on the attendance list, to the email / fax contact details as completed by the tenderer.

**F.2.13 Submitting a tender offer :** Refer to the front cover of this document.

- a) Tender offers shall be submitted as an original only.
- b) Identification details to be shown on each tender offer package are:
  - Contract No. : 7R-18475
  - Contract Title : PROVISION OF CONSULTING SERVICES FOR AN ENVIRONMENTAL MANAGEMENT PROGRAMME (EMPr) FOR THE UPGRADING OF MAX MASANGO AND INKWAZI CLOSE IN SAVANNAH PARK OF WARD 72
- c) Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.



- F.2.15 Closing time :** Refer to the front cover of this document.
- F.2.16 Tender offer validity :** 120 days from the closing time for submission of tenders.
- F.2.23 Certificates :** Refer to **Part T2.1**.
- F.3.4 Opening of Tender Submissions :** Tenders will be opened immediately after the closing time for tenders, at the same location as where the tenders are submitted.
- F.3.8 Test for responsiveness :** Tenders that do not include a valid (at time of tender closing) Tax Clearance Certificate will be deemed non-responsive.
- F.3.11 Evaluation of Tender Offers :** The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality’s Supply Chain Management Policy (that was adopted by full council on 28 June 2017) and 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](#)

Preference points (max 20) will be awarded according to the Tenderer’s BBBEE Status Level of Contributor:

- Level 1 : 20 points
- Level 2 : 18 points
- Level 3 : 14 points
- Level 4 : 12 points
- Level 5 : 8 points
- Level 6 : 6 points
- Level 7 : 4 points
- Level 8 : 2 points

Quality points (N<sub>(Q)</sub>) will be scored based on the following criteria (100 maximum):

Quality Criteria	Weighting	Evaluation Shedule(s)
Experience of Tenderer and projects (current and completed), of a similar nature and value.	50	● Experience of Tenderer and Current Projects
Proposed Organisation and Capability of Key Personnel	50	● Proposed Organisation and Key Personnel

The minimum number of evaluation points for Quality is **60**. Quality shall be scored by not less than three evaluators and the scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality. Each evaluation criteria will be assessed in terms of six indicators and scores allocated according to the following table :

No Response / response cannot be evaluated	Detrimental Response	Less than Acceptable Response	Acceptable Response	Above Acceptable Response	Excellent Response
0	20	40	60	80	100

<b>Criterion : Tenderer's Experience</b>	
<b>Level 0</b>	No information provided; OR submission of no substance / irrelevant information provided
<b>Level 1</b>	Tenderer to have completed 1 project within the past 10 years of a similar or more complex nature (wrt Scope of works) within 70% of the submitted contract sum
<b>Level 2</b>	Tenderer to have completed 2 projects within the past 10 years of a similar or more complex nature (wrt Scope of works) within 70% of the submitted contract sum
<b>Level 3</b>	Tenderer to have completed 3 projects within the past 10 years of a similar or more complex nature (wrt Scope of works) within 70% of the submitted contract sum
<b>Level 4</b>	Tenderer to have completed 4 projects within the past 10 years of a similar or more complex nature (wrt Scope of works) within 70% of the submitted contract sum
<b>Level 5</b>	Tenderer to have completed 5 (or more) projects within the past 10 years of a similar or more complex nature (wrt Scope of works) within 70% of the submitted contract sum

<b>Criterion: Proposed Organisation and Key Personnel</b>	
<b>Level 0</b>	No information provided; OR submission of no substance / irrelevant information provided
<b>Level 1</b>	<b>Environmental Scientist:</b> 1 year's relevant experience on projects of a similar nature and value, Relevant BSc degree and Honours Degree to the field of work and must be registered with SACNASP <b>Environmental Consultant:</b> 1 year's relevant experience on projects of a similar nature and value.
<b>Level 2</b>	<b>Environmental Scientist:</b> 2 year's relevant experience on projects of a similar nature and value, Relevant BSc degree and Honours Degree to the field of work and must be registered with SACNASP <b>Environmental Consultant:</b> 2 year's relevant experience on projects of a similar nature and value.
<b>Level 3</b>	<b>Environmental Scientist:</b> 3 year's relevant experience on projects of a similar nature and value, Relevant BSc degree and Honours Degree to the field of work and must be registered with SACNASP <b>Environmental Consultant:</b> 3 year's relevant experience on projects of a similar nature and value.
<b>Level 4</b>	<b>Environmental Scientist:</b> 5 year's relevant experience on projects of a similar nature and value, Relevant BSc degree and Honours Degree to the field of work and must be registered with SACNASP <b>Environmental Consultant:</b> 5 year's relevant experience on projects of a similar nature and value.
<b>Level 5</b>	<b>Environmental Scientist:</b> 7 year's relevant experience on projects of a similar nature and value, Relevant BSc degree and Honours Degree to the field of work and must be registered with SACNASP <b>Environmental Consultant:</b> 7 year's relevant experience on projects of a similar nature and value.

### F.3.13 Acceptance of tender offer

Further to F.2.13 of the Standard Conditions of Tender, tender offers will only be accepted if:

- a) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters as a person prohibited from doing business with the public sector;
- b) 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;
- c) 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;
- d) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

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**The additional conditions of tender are:**

**F.2.24 Appeal process**

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. In dealing with these appeals, the Municipal Manager will follow the following procedure:

- (a) 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

- (b) A copy of the appeal will be forwarded to the Chairperson of the Bid Adjudication Committee, who must provide a response in writing within seven days.
- (c) In the event that there are allegations made against third parties, they will also be given an opportunity, to respond to the allegations within seven days.
- (d) These responses will then be sent to the appellant for a reply within five days.
- (e) The appeal will be considered on these written submissions, unless the appeal authority is of the view that there is a need for oral submissions, in which case, the appellant will be notified of the date, place and time of such hearing.

**F2.25 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.

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## **PART T2 : RETURNABLE DOCUMENTS**

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

#### **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.

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.

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

Certificate of Attendance at Clarification Meeting  
Authority of Signatory  
Declaration of Municipal Fees  
Declaration With Respect To The Occupational Health And Safety Act

Cosolidated Municipal Bidding Documents, comprising:

- MBD2 : Tax Clearance Certificate Requirements
- MBD4 : Declaration of Interest
- MBD6.1 : Preference Points Claim Form ITO the Preferential Regulations
- MBD8 : Declaration of Bidder's Past SCM Practices
- MBD9 : Certificate of Independent Bid Determination

Experience of Tenderer and Current Projects  
Proposed Organisation and Staffing  
Key Personnel  
Experience of Key Personnel  
Preliminary Programme and Methodology

Form of Offer  
Activity Schedule

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

In the event of the Tenderer not being registered with the eThekweni Municipality, the following must be completed and submitted prior to the submission of tenders:

- Application for Registration on the eThekweni Municipality Procurement Database.
- Application for Targeted Enterprise Status.

These documents are available from Room 614, 6<sup>th</sup> Floor, 166 KE Masinga Road, Durban.

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

The returnable schedules, forms, and certificates as listed in T2.1.2 follow.

**CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION**

This is to certify that:

(tenderer name) .....

of (address) .....

was represented by the person(s) named below at the Clarification Meeting held for all tenderers at:

(location)

on (date)

starting at (time)

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

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

Name : .....

Name : .....

Signature : .....

Signature : .....

Capacity : .....

Capacity : .....

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

Name : .....

Signature : .....

Date : .....

**NOT APPLICABLE AS THERE WILL BE NO COMPLUSORY CLARIFICATION MEETING**

**AUTHORITY OF SIGNATORY**

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

COMPANY	<input type="checkbox"/>	CLOSE CORPORATION	<input type="checkbox"/>	PARTNERSHIP	<input type="checkbox"/>	SOLE PROPRIETOR	<input type="checkbox"/>
Refer to Notes at the bottom of the page							

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

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

to sign all documents in connection with the tender for Quotation : 7R-18475 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Notes**

**The following documents must be attached to the back inside cover to this procurement document:**

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

**DECLARATION OF MUNICIPAL FEES**

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

.....  
 (full name of Company / Close Corporation / Partnership / Sole Proprietary)

(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.	<table border="1" style="display: inline-table; border-collapse: collapse; width: 100%; height: 20px;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>																				
Electricity	<table border="1" style="display: inline-table; border-collapse: collapse; width: 100%; height: 20px;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>																				
Water	<table border="1" style="display: inline-table; border-collapse: collapse; width: 100%; height: 20px;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>																				
Rates	<table border="1" style="display: inline-table; border-collapse: collapse; width: 100%; height: 20px;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>																				
Other	<table border="1" style="display: inline-table; border-collapse: collapse; width: 100%; height: 20px;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>																				
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I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

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

NAME : ..... (Block Capitals)

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

---

**DECLARATION WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT**

**Definitions**

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

**Declaration by Tenderer / Bidder**

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

NAME : ..... (Block Capitals)

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



**CONSOLIDATED MUNICIPAL BIDDING DOCUMENTS**

The following **SECTIONS** are required to be completed as part of this procurement document

<u>Section</u>	<u>Description</u>	<u>Required?</u>
<b>A</b>	General Enterprise Information .....	Yes
<b>B</b>	MBD2 : Tax Clearance Certificate Requirements .....	Yes
<b>C</b>	MBD4 : Declaration of Interest .....	Yes
<b>D</b>	MBD6.1 : Preference Points Claim Form ITO the Preferential Regulations .....	Yes
<b>E</b>	MBD8 : Declaration of Bidder’s Past SCM Practices .....	Yes
<b>F</b>	MBD9 : Certificate of Independent Bid Determination .....	Yes
<b>G</b>	Confirmations, Authorities, Certifications, Acknowledgements and Signatures .....	Yes

**NOTES**

1. 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 enterprise;
  - (c) an official of any municipality or municipal enterprise;
  - (d) an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
  - (e) a member of the accounting authority of any national or provincial public enterprise; or
  - (f) an employee of Parliament or a provincial legislature.
2. “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. Includes price quotations, advertised competitive bids, limited bids and proposals.
4. 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.

Ref	Description	Complete or Circle Applicable
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**SECTION A : GENERAL ENTERPRISE INFORMATION**

1.0	Full Name of bidder or his or her representative	
1.1	ID Number of bidder or his or her representative	
1.2	Position occupied in the enterprise	
2.0	Name of enterprise:	
2.1	Tax Reference number, if any:	
2.2	VAT registration number, if any:	
2.3	CIDB registration number, if any:	
2.4	Company registration number, if applicable:	
2.5	Close corporation number, if applicable:	
2.6	Supplier reference number (PR), if any:	
2.7	South African Revenue Service Tax Compliance Status PIN :	
2.8	National Treasury Central Supplier Database registration number	MAAA

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

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

Ref	Description	Complete or Circle Applicable
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**SECTION B : 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.

- 1.0 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.
- 2.0 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.
- 3.0 The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4.0 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5.0 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) .
- 6.0 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) .
- 7.0 Notwithstanding Clauses 1.0 to 6.0 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. This number, if available, is to be entered in Item 2.7 of Section A of these consolidated Municipal Bidding Documents.  
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 an original, valid, Tax Clearance Certificate to the inside back cover of this procurement document OR insert a Tax Compliance Status PIN in Section A (2.7)**

**SECTION C : MBD 4 : DECLARATION OF INTEREST**

**No bid will be accepted from persons “in the service of the state”.** 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. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

1.0 Are you presently in the service of the state?  If yes, furnish particulars : .....	YES	NO
2.0 Have you been in the service of the state for the past twelve months?  If yes, furnish particulars : .....	YES	NO
3.0 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?  If yes, furnish particulars : .....	YES	NO
4.0 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?  If yes, furnish particulars : .....	YES	NO
5.0 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state?  If yes, furnish particulars : .....	YES	NO
6.0 Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state?  If yes, furnish particulars : .....	YES	NO
7.0 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract ?  If yes, furnish particulars : .....	YES	NO
8.0 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers are indicated in <b>SECTION A</b> .		

Ref	Description	Complete or Circle Applicable
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**SECTION D : MBD 6.1 : PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS**

Preference points for this tender shall be awarded as per the Tender Data and the Preferential Procurement Regulations (January 2017). 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 , if an EME, a sworn affidavit confirming a) Annual Total Revenue of R10 million or less, and b) Level of Black ownership, or an Accounting Officer as contemplated in the Close Corporation Act (CCA) 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.

**DECLARATION**

<p>1.0 B-BBEE Status Level of Contribution claimed:</p> <p>Will any portion of the contract be sub-contracted?</p> <p>If YES, indicate:</p> <p>(i) what percentage of the contract will be subcontracted?</p> <p>(ii) the name of the sub-contractor? Name : .....</p> <p>(iii) the B-BBEE status level of the sub-contractor?</p> <p>(iv) whether the sub-contractor is an EME?</p>	<table border="1" style="margin-bottom: 10px;"> <tr><td> </td><td> </td></tr> <tr><td>YES</td><td>NO</td></tr> </table> <table border="1" style="margin-bottom: 10px;"> <tr><td> </td></tr> </table> <table border="1"> <tr><td> </td><td> </td></tr> <tr><td>YES</td><td>NO</td></tr> </table>			YES	NO				YES	NO
YES	NO									
YES	NO									

The undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 1.0 above qualifies the company / firm for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply.

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

**SECTION E : 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 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 questions must be answered.

<p>1.0 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?</p> <p>Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied. The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> <p>If yes, furnish particulars : .....</p>	<table border="1"> <tr><td> </td><td> </td></tr> <tr><td>YES</td><td>NO</td></tr> </table>			YES	NO
YES	NO				
<p>2.0 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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> <p>If yes, furnish particulars : .....</p>	<table border="1"> <tr><td> </td><td> </td></tr> <tr><td>YES</td><td>NO</td></tr> </table>			YES	NO
YES	NO				
<p>3.0 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?</p> <p>If yes, furnish particulars : .....</p>	<table border="1"> <tr><td> </td><td> </td></tr> <tr><td>YES</td><td>NO</td></tr> </table>			YES	NO
YES	NO				

Ref	Description	Complete or Circle Applicable	
4.0	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?  If yes, furnish particulars : .....	YES	NO
5.0	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?  If yes, furnish particulars : .....	YES	NO

**SECTION F : MBD9 : CERTIFICATE OF INDEPENDENT BID DETERMINATION**

Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, 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 must be completed and submitted with the bid. The undersigned, in submitting the accompanying bid, in response to the invitation for the bid do hereby make the following statements that I certify to be true and complete in every respect:

- 1.0 I have read and I understand the contents of this Certificate;
- 2.0 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3.0 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4.0 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;
- 5.0 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.
- 6.0 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.
- 7.0 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.
- 8.0 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.
- 9.0 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.
- 10.0 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.

**SECTION G : CONFIRMATIONS, AUTHORITIES, CERTIFICATIONS, ACKNOWLEDGEMENTS and SIGNATURES**

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

- 1.0 Confirms that the contents of these Consolidated MBD returnable questionnaires ( comprising 6 pages) are within my personal knowledge and are to the best of my belief both true and correct;
- 2.0 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;
- 3.0 Confirms that no partner, member, director or other person, who wholly or partly exercise control over the enterprise, has within the last five years been convicted of fraud or corruption;
- 4.0 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;
- 5.0 Certify that the B-BBEE status level of contribution indicated in Section E : Item 1.0 qualifies the enterprise for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply. In the event of a contract being awarded as a result of points claimed, the enterprise may be required to furnish documentary proof to the satisfaction of the employer that the claims are correct;
- 6.0 Accept that, in addition to cancellation of a contract, action may be taken against me should these declarations prove to be false.

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

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

**EXPERIENCE OF TENDERER and CURRENT PROJECTS**

**Acceptable Response** : Organisational structure deemed to be sufficient to effectively carry out the contract. Environmental Scientist to have Relevant BSc degree and Honours Degree to the field of work and must be registered with SACNASP and preferably provide registration with relevant council (IIA/ EAPASA)

**PLEASE REFER TO PAGE 6 FOR REQUIREMENTS**

The following is a statement of works of similar or more complex nature (in relation to the Scope of Works), , executed (within the past 10 years).

CONTACT PERSON (EMPLOYER / CONSULTANT) AND TELEPHONE NUMBER	CONTRACT NUMBER / DESCRIPTION NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

***Attach additional pages if more space is required***

NAME : ..... (Block Capitals)

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

**PROPOSED ORGANISATION and KEY PERSONNEL**

**Acceptable Response** : Organisational structure deemed to be sufficient to effectively carry out the contract. Environmental Scientist to provide registration with relevant council (IIA/ EAPASA)

**PLEASE REFER TO PAGE 6 FOR REQUIREMENTS**

**Proposed Organisation**

The Tenderer shall list the personnel which he intends to utilize on the project which may have to be brought in from outside if not available locally.

The tenderer must attach his / her organization and staffing proposals to this page. In addition to any lists, this information should also be shown in an organogram format (flow chart) clearly indicating the staff hierarchy and reporting lines.

**Key Personnel**

A CV of the key personnel of not more than 2 pages should be attached to this schedule:

Each CV should be structured under the following headings:

- a) Personal particulars (name, date and place of birth, place (s) of tertiary education and dates associated therewith)
- b) Qualifications (certificates, degrees, diplomas, grades of membership of professional societies and professional registrations)
- c) Skills
- d) Name of current employer and position in enterprise
- e) Overview of post graduate / diploma / certificate experience (year, organization and position)
- f) Outline of recent assignments / experience that has a bearing on the scope of work

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

NAME : ..... (Block Capitals)

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

**The tenderer must attach the Organization and Staffing proposals, Organogram, and CV's of the Key Personnel to this page.**



**PART C1 : AGREEMENT AND CONTRACT DATA**

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

**C1.1.1 : OFFER**

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

Contract No: **7R-18475**

Contract Title: **PROVISION OF CONSULTING SERVICES FOR AN ENVIRONMENTAL MANAGEMENT PROGRAMME (EMPr) FOR THE UPGRADING OF MAX MASANGO AND INKWAZI CLOSE IN SAVANNAH PARK OF WARD 72**

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

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

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

Amount (excl VAT) (1)	VAT (if VAT registered) (2)	Total Amount (1) + (2)
R	R	R

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

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

**For the Tenderer:**

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

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

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

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

**Date** : .....

**Witness:**

**Signature** : .....

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

**Notes :**

\* **Indicates what information is mandatory.**

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

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

**\*Declaration of Interest**

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

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

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

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

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

**C1.1.2 : FORM OF ACCEPTANCE**

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

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

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

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

**Address** : .....

: .....

**Witness:**

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

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

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

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

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

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

**FOR THE TENDERER**

**FOR THE EMPLOYER**

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

---

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

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

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

The Conditions of Contract are the **General Conditions of Contract for Construction Works (2015 3<sup>rd</sup> Edition)**, (short title "GCC 2015") published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel : 011-805-5947, E-mail : [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za)).

The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the GCC 2015 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 GCC 2015 to which it mainly applies.

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

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

- 1.1.1.14 The time for achieving Practical Completion, from the Commencement Date is **12 Weeks**
- 1.1.1.15 The Employer is : **eThekweni Municipality as represented by the Department Deputy Head**
- 1.1.1.16 The name of the Employer's Agent is: **DAVID THOMAS**
- 1.1.1.26 The Pricing Strategy is by Re-measurement Contract.
- 1.2.1.2 The address of the Employer is:
- Physical : **ROADS PROVISION : 30 ARCHIE GUMEDE PLACE, DURBAN, 4001**
  - Postal : **ROADS PROVISION : 30 ARCHIE GUMEDE PLACE, DURBAN, 4000**
  - Telephone : **031 311 7601**
  - Fax : **031 311 7321**
- 1.2.1.2 The address of the Employer's Agent is:
- Physical : **ROADS PROVISION : 30 ARCHIE GUMEDE PLACE, DURBAN, 4001**
  - Postal : **ROADS PROVISION : 30 ARCHIE GUMEDE PLACE, DURBAN, 4000**
  - Telephone : **031 311 7321**
  - Fax : **031 311 7321**
  - e-mail : **DAVE.THOMAS@DURBAN.GOV.ZA**
- 5.3.1 The documentation required before commencement with Works execution are:
- **Initial programme (refer to Clause 5.6)**
  - **Indemnity Form**
  - **Acceptance of Undertaking (ITO the OH&S Act)**
  - **Appointment and Acceptance Of Appointment as Responsible Person (ITO the OH&S Act)**
- 5.3.2 The time to submit the documentation required before commencement with Works execution is **7 Days**.
- 5.8.1 The non-working days are **Sundays**.
- The special non-working days are:
- 1) All statutory holidays as declared by National or Regional Government.
  - 2) The year-end break that commences on the first working day after 15 December. Work resumes on the first working day after 5 January of the next year.
  - 3) Delete the words "sunset and sunrise" and replace with "17:00 and 07:00".

- 5.13.1 The penalty (per Day) for failing to complete the Works is: **R500.**
- 5.16.3 The latent defect period is **not applicable.**
- 6.2.1 For contracts of value less than or equal to R 1m (incl. VAT) the liability of the Performance Guarantee shall be **Nil.**
- 6.8.2 Contract Price Adjustment is **not applicable.**
- 10.5.1 Dispute resolution is to be by means of **ad-hoc adjudication.**

---

**C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR**

1.1.1.9 The legal name of Contractor is:

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

1.2.1.2 The Physical address of the Contractor is:

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

The Postal address of the Contractor is:

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

The contact numbers of the Contractor are:

Telephone : .....

Fax : .....

E-Mail address : .....

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

### **C2.1.1 GENERAL**

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents.

### **C2.1.2 PRICING INSTRUCTIONS AND DESCRIPTION OF ITEMS IN THE SCHEDULE**

Measurement and payment shall be in accordance with the relevant provisions of **Clause 8 of each of the Standard Engineering Specifications** referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of **C2.1.8**.

The descriptions of the items in the Bill of Quantities are for identification purposes only and comply generally with those in the Standard Engineering Specification.

**Clause 8 of each Standard Engineering Specification**, read together with the relevant clauses of the Scope of the works, set out what ancillary or associated work and activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Engineering Specification, or the Scope of the works, conflict with the Bill of Quantities, the requirements of the Standard Engineering Specification or Scope of the work, as applicable, shall prevail.

### **C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE**

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

### **C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS**

Where Provisional Sums or Prime Cost sums (PC Sum) are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with **Clause 6.6 of the General Conditions of Contract**. 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 of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

### **C2.1.5 MONTHLY PAYMENTS**

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in **Clause 6.10 of the General Conditions of Contract**, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

### **C2.1.6 PRICING OF THE BILL OF QUANTITIES**

The prices and rates to be inserted by the Tenderer in the Activity Schedule shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required (Rate Only), or items which already have Prime Cost or Provisional



Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and Cents and shall include all levies and taxes (other than VAT). VAT will be added in the Summary of the Bill of Quantities.

**C2.1.7 "RATE ONLY" ITEMS**

The Tenderer shall fill in rates for all items where the words "Rate Only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

**C2.2 : ACTIVITY SCHEDULE**

The Activity Schedule follows and comprises of 1 pages.

ITEM	REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
<b>A</b>		<b>EMPr</b>				
A.1		Prepare and Finalise a site specific Environmental Management Programme	Sum	1		
A.2		Environmental Management Programme to be submitted to the EPCPD Department of the eThekweni Municipality for approval	Sum	1		
A.3		De-briefing session with Client and Consultant regarding the approved EMPr	Sum	1		
<b>Total Section A carried to Summary</b>						
<b>B</b>		<b>Additional Items</b>				
B1		Additional Items deemed necessary by the Tenderer				
B1.1		1 _____	Sum	1		
B1.2		2 _____	Sum	1		
B1.3		3 _____	Sum	1		
<b>Total Section B carried to Summary</b>						

Summary of Schedules		
Schedule	Description	Amount
A	General (EMPr)	
B	Additional Items	
<b>SUB - TOTAL</b>		
<b>VAT (15%)</b>		
<b>TOTAL</b>		

**PART C3 : SCOPE OF WORK**

	<b><u>PAGE</u></b>	
<b>C3.1</b>	<b>PROJECT DESCRIPTION AND SCOPE OF CONTRACT</b>	<b>33</b>
<b>C3.2</b>	<b>PROJECT SPECIFICATIONS</b>	<b>34</b>
<b>C3.3</b>	<b>STANDARD / PARTICULAR SPECIFICATIONS</b>	<b>35</b>
	C3.3.1 Listing of the Standard / Particular Specifications	
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	C3.5.1 Contract Drawings / Details	
	C3.5.2 Standard Drawings	

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### **C3.1 : PROJECT DESCRIPTION AND SCOPE OF CONTRACT**

#### **C3.1.1 Description of Works**

This project is located in Savannah Park of Ward 72. The contract entails the upgrading of the existing gravel roads to 3.000m wide asphalt paved roads with layerworks as per pavement designs. Also included are the construction of bulk earthworks, excavation in intermediate hard material (No Blasting), 150mm concrete fillet with Fig.6 barrier kerbing, Fig.12 edge restraints, stormwater drainage works, reinforced concrete v-drains, retaining structures as well as other related ancillary works which forms part of the Scope of Works.

The following proposed project triggers may affect this project, subject to scope of works:

Activity 19 of Government Notice Regulations (GNR) 327 of the Amendment of the EIA Regulations, Listing Notice 1 (2014) and requires a basic assessment.

Activity 12 of Government Notice Regulations (GNR) 327 of the Amendment of the EIA Regulations, Listing Notice 3 (2014) and requires a basic assessment.

Activity 14 of Government Notice Regulations (GNR) 327 of the Amendment of the EIA Regulations, Listing Notice 3 (2014) and requires a basic assessment.

#### **Activity 19:**

The infilling or depositing of any material of more than 10 cubic metres into, or the dredging, excavation, removal or moving of soil, sand, shells, shell grit, pebbles or rock of more than 10 cubic metres from:

- (i) a watercourse;

but excluding where such infilling, depositing, dredging, excavation, removal or moving -

- (a) will occur behind a development setback;
- (b) is for maintenance purposes undertaken in accordance with a maintenance management plan;
- (c) falls within the ambit of activity 21 in this Notice, in which case that activity applies;
- (d) occurs within existing ports of harbours that will not increase the development footprint of the port or harbour; or
- (e) where such development is related to the development of a port or harbour, in which case activity 26 in Listing Notice 2 of 2014 applies.

*The proposed construction will involve the excavation, infilling and / or depositing of more than 10m<sup>3</sup> of material from the banks and bed of Watercourse.*

#### **Activity 12:**

The clearance of an area of 300 square metres or more of indigenous vegetation except where such clearance of indigenous vegetation is required for maintenance purposes undertaken in accordance with a maintenance management plan (b) in Kwa Zulul Natal:

- (i) Within any critically endangered or endangered ecosystem listed in terms of section 52 of the NEMBA or prior to the publication of such a list, within an area that has been identified as critically endangered in the National Spatial Biodiversity Assessment 2004.

*The clearance of vegetation for the proposed structures and site camp will result in the cumulative removal of more than 300sq meter for predominantly indigenous vegetation.*

#### **Activity 14:**

The development of infrastructure or structures with a physical footprint of 10sq meters or more where such development occurs within a watercourse:

- (d) In Kwa Zulu Natal:

- (vii) Critical biodiversity areas or ecological support areas as identified in systematic biodiversity plans adopted by the competent authority or in bioregional plans.

*The proposed structures exceeds 10m<sup>2</sup> in size.*

### **Scope of work for an environmental impact assessment**

The services include all the work that is necessary to enable eThekweni Municipality to comply with legislative requirements relating to the protection, management and sustainable utilization of the natural environment, including, but not limited to:

- 1) Management of the Environmental Impact Assessment (EIA) process in accordance with the requirement of the National Environmental Management Act (and amendments), the National and Provincial EIA regulations and the EPCPD EIA guide, i.e (Identifying the relevant EIA process required, ensuring submission of applications to the relevant authorities, undertaking of assessment of the significant environmental impacts, conducting Public Participation Process as set out in the EIA regulations).
- 2) Prepare Environmental Impact Assessments Reports (Basic Assessment, Scoping and full Environmental Impact Assessments, and Environmental Management Programmes) in format that is determined by the competent authority.
- 3) Submission of EIA reports to the authorities.

### **Tasks:**

Tasks associated with the service must include all tasks as contemplated in Section 24 of NEMA, 1998 as amended; GNR: 326 of the Amendments to the Environmental Impact Assessment Regulations, 2014, as amended; and in accordance with the EPCPD EIA guide for consultants.

### **Additional conditions of contract**

Costs for specialist studies and environmental permits/licences and/or authorisations for other activities associated with a project and as required by law i.e. (water use license, waste management license, air emission license etc.) should not be included in this quotation. Costs for specialist studies/permits/licences during the EIA process must be motivated for and pre-approved to be considered for reimbursement. Reimbursement will be based on proven costs and invoices for items such as fauna and flora surveys and meetings etcetera that may be required during the term of appointment. Costs associated with specialist studies/permits/licences may be negotiated and will be paid as disbursements or variation orders.

### **C3.1.2 Description of Site and Access**

Refer to Item C4.1 : Locality Sketch

### **C3.2 : PROJECT SPECIFICATION**

#### **PREAMBLE**

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

#### **C3.2.1 GENERAL**

##### **PS.1 PROGRAMME, METHOD OF WORK, AND ACCOMMODATION OF TRAFFIC**

###### **Programme in Terms of Clause 5.6 of the General Conditions of Contract**

It is essential that the construction programme, which shall conform in all respects to **Clause 5.6 of the General Conditions of Contract**, be furnished within the time stated in the Contract Data (refer to **Clause 5.3.1/2**).

###### **Payment**

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

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### **C3.3 : STANDARD / PARTICULAR SPECIFICATIONS**

#### **PREAMBLE**

In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and/or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

#### **PS1 DESCRIPTION AND LOCALITY OF PROJECT**

This project is located in Savannah Park of Ward 72. The contract entails the upgrading of the existing gravel roads to 3.000m wide asphalt paved roads with layerworks as per pavement designs. Also included are the construction of bulk earthworks, excavation in intermediate hard material (No Blasting), 150mm concrete fillet with Fig.6 barrier kerbing, Fig.12 edge restraints, stormwater drainage works, reinforced concrete v-drains, retaining structures as well as other related ancillary works which forms part of the Scope of Works

Refer to attached drawings for Relevant Co-ordinates.

Refer to C4.1 for a locality diagram for the project.

#### **PS2 DESCRIPTION OF CONSTRUCTION WORKS**

Construction works on the project will consist of the necessary construction works required for the completion of the project.

#### **PS3 DEFINITIONS**

The following definitions shall apply for the contract:

Employer: eThekweni Municipality

Basic Assessment Process: Investigation, Consultation, Compilation of Basic Assessment Report (BAR) and submit to relevant authorities as per National Environmental Management Act

Construction Activity: any action taken by the contractor, his sub-contractors, suppliers or personnel during the construction process as defined in the contract documents

Economic Development, Tourism and Environmental Affairs (EDTEA): the Provincial authority for submission of documentation and reports;

Environment: the surroundings within which the contract exists and comprises land, water, atmosphere, micro-organisms, plant and animal life (including humans) in any part or combination thereof as well as any physical, chemical, aesthetic or cultural inter-relationship among and between them

Environmental authorisation: a written statement from KZN EDTEA or other competent authority with the general and specific conditions and the EMPr recording its approval of an application

EAP: an Environmental Assessment Practitioner; as defined in Section 1 of the NEMA guidelines and who is the EAP for the purposes of this project

Environmental Impact Assessment (EIA): the process of collecting, organizing, analyzing, interpreting and communicating information that is relevant to the consideration of that application

Environmental Management Programme (EMPr): a programme in relation to identified or specified activities as described in the EIA Regulations and includes any conditions imposed by environmental authorisations granted by EDTEA or other competent authority

Independent: in relation to an EAP or a person compiling a specialist report or undertaking a specialised process, or appointed as a member of an appeal panel; means:

a) that such person has no business, financial, personal or other interest in the activity or application of which

that EAP or person is appointed in terms of the EIA Regulations other than fair remuneration for work performed in connection with that activity or application; or appeal, or  
b) that there are no circumstances that may compromise the objectivity of that EAP or person in performing such work

Interested and Affected Parties: an Interested and Affected Party whose name is recorded in the register opened for that application in terms of Regulation 55 of the EIA Regulations;

Public Participation Process: a process in which potential Interested and Affected Parties are given an opportunity to comment on, or raise issues relevant to, the project;

Site: The site is bound by the limits of construction as shown in the drawings or the title of the project and extends to also include the following:

- Areas outside the construction zones where accommodation of traffic is placed;
- Any non-adjacent sites specified in the contract documentation;
- The contractor's and his subcontractors' camp sites;

#### **PS4 ROLE OF THE ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP)**

Performing the environmental management requirements shall be by a qualified specialist practitioner, the EAP, as a subservice needed by the Employer. Assessment is given its meaning in terms of the National Environmental Management Act (NEMA) to collect, organise, analyse, interpret and communicate all information relating to the decision making needed during the project. In this document, only broad summaries are provided in terms of the studies required as it is expected that the EAP shall have a comprehensive understanding of EDTEA procedural requirements for each type of environmental approval or study, including any modifications made to them from time to time. The omission of any environmental procedures in the descriptions provided in this document does not in any way absolve the EAP from not completing required works as it is expected that the EAP is fully aware of all procedures and requirements. A fundamental requirement for performance as a subservice is the demand for independence. The definition of independent given in the EIA regulations shall apply. A declaration that the EAP has no interest in the contract (other than a commercial one directly flowing from the subservice contract itself) shall be signed at contract commencement and at all subsequent times of environmental management input. Throughout the environmental application process the EAP has to acquire the approval of the Employer (the Engineer). The giving of approval cannot be construed by the EAP that liability for his work passes to the Employer. Giving approval shall mean that the Employer has reviewed the EAP's work, engaged in discussion and provided comment, but ultimately, if any disagreement occurs, the EAP's independence and expertise shall prevail and the records of the process note the disagreement. The relationship between the EAP and the Employer is mirrored in the contract between the Employer and the Applicant.

#### **PS5 DISBURSEMENTS AND ESTABLISHMENT**

All disbursements are to be included in the tenderer's rates and no additional payment will be made in this regard. This will include all travelling costs, accommodation, meals, printing, establishment, de-establishment etc. Regardless of the number of visits required, this payment item shall only be paid for once.

#### **PS6 LIAISON WITH STAKEHOLDERS**

The unit of measure is Sum and the rate shall include for the provisions of this clause. The EAP shall maintain steadfast communication with all key stakeholders throughout the project to ensure that correct protocol is followed, comments and concerns are addressed, approval processes are completed timeously and milestones are achieved. Tenderers are to price accordingly for all costs related to liaison including all meetings, inspections, preparation of documents, telephone liaison and general correspondence etc. No



additional payment will be made in this regard.

#### **PS7 PROJECT PROGRAMME**

The EAP shall programme its duties in such a manner so as to complete its investigations, public participation meetings and submission of applications seeking environmental authorisations so as to ensure that the Employer complies with the timelines for the various phases of the project. The table below describes the two key, initial milestones. Dates will be discussed and finalised with the successful EAP. Following award, the EAP shall liaise with the Employer and coordinate his programme so that it aligns with the planned progress meetings arranged between the Employer and other relevant parties. Provisional dates for these meetings will be provided prior to commencement of works and the EAP shall attend progress meetings to explain the progress being made in

the assessment process and report on any delays and impediments encountered, their effect on the programmed due dates for the various authorisations needed for project construction commencement. Particular cognisance shall be given to reporting on events that may result in change management (i.e. give rise to delays that will impact on delivery of the project in such a way that variation orders have to be issued sanctioning the change).

Attendance at these meetings shall not be delegated to another. Inability of the EAP, (who is the contractual key person), to attend may result in the need to reschedule a meeting and any cost consequences therefrom shall be a penalty event or give rise to a claim for delay damages. The EAP may propose other meetings with the Employer if any are thought necessary and the Employer shall not unreasonably deny such a request. The EAP shall attend the contractor tender clarification and later contract hand-over meetings.

#### **PS8 ENVIRONMENTAL MANAGEMENT PROGRAMME**

The unit of measure for each item under this section shall be Sum and the rate shall include for the provisions of this clause and shall include for acquiring and preparation of documentation, meetings, presentations, investigations, submissions. distribution of reports for review etc where deemed necessary. The rate shall also include for all travel to and through the site and shall include for accommodation, meals, placement of all advertisements, communication costs and all other incidental costs of all who attend the visit. Payment for the Basic Assessment process will only take place upon submission of the final report to KZN EDTEA.

After submitting the draft reports to the various authorities the EAP shall follow up with them that they have been received and that written responses are received from them all. Upon receipt of the written responses, the EAP shall perform any new or modified assessment processes imposed, or make any identified alterations as the case may be. Before submitting the final report to EDTEA, the EAP shall submit, if needed, a draft version of it to the Employer for his further comments, which approval will be given within fourteen (14) calendar days of receipt by the Employer.

- Prepare Basic Assessment Report and include site specific Environmental Management Programme (EMPr) as per NEMA guidelines for the entire project area.

The EAP is to also ensure that the EMPr incorporates the necessary strategic plans, including:

Erosion Control Plan

Waste Management Plan

Alien Invasive Management Plan

Re-Vegetation and Rehabilitation Programme incorporating relocation of flora/trees, where necessary, for both temporary or permanent repositioning.

- Complete and submit application form to EDTEA.
- Submit final Basic Assessment Report (BAR) to EDTEA.
- After Environmental Authorisation is obtained, all registered Interested and Affected

Parties are to be notified about the outcome of the application and appeal process.

The scope of the works includes but not limited to the following:

Control measures regarding illegal dumping such as proof including disposal slips, waybills

Waste management measures

Locality of site camp

ROW access routes

Alien vegetation invasive control and removal

Environmental induction including 'toolbox talks'

Sweeping of the construction area and site camp to check for the removal and relocation of protected species within the footprint of the project prior to construction, during various stages of construction and once all construction works are complete.

Penalties for non-compliance by the contractor.

Inspections are to be carried out:

1. Prior to set-up of camp site
2. Prior to the commencement of any works on site
3. During various stages of the project

The aforementioned work will culminate in the preparation, submission (as per the relevant formats) and approval by the relevant authorities of an EMPr. The EMPr should be a finalised site specific EMPr based on the EIA.

Compliance monitoring during the construction, should include for the preparation of site inspections, meetings and monthly audits (including travelling by means of a personal motor vehicle).

#### **PS9 ADDITIONAL ITEMS REQUIRED BY TENDERER**

The unit of measurement shall be Sum and the rate provided shall include any additional items that the tenderer deems to be necessary for the completion of the works including any reports, investigations, specifications etc. Tenderers are required to describe the nature of each item in the space provided in the Bill of Quantities. The necessity of said items will be determined by the Employer. During execution of the works, the tenderer shall not claim for any additional items not reflected in this section.

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**C3.4 : CONTRACT AND STANDARD DRAWINGS**

**C3.4.1 CONTRACT DRAWINGS / DETAILS**

<b>DRAWING No.</b>	<b>SHEET No.</b>	<b>DRAWING TITLE</b>
48959	1	Proposed Road Upgrade – Max Masango Avenue and Inkwazi Close

**PART C4 : SITE INFORMATION**

**C4.1 LOCALITY PLAN**

**7R-18475 UPGRADING OF MAX MASANGO AVE  
AND INKWAZI CIRCLE IN SAVANNAH PARK  
WARD 72**

