	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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<p align="center"><b>INFRASTRUCTURE PLANNING SUPPORT TO MIDVAAL LOCAL MUNICIPALITY, TSWELOPELE LOCAL MUNICIPALITY, MSUNDUZI LOCAL MUNICIPALITY AND MOSES KOTANE LOCAL MUNICIPALITY</b></p>				

<p align="center"><b>PROVISION OF PROFESSIONAL SERVICES TO DEVELOP AND UPDATE THE ROADS AND STORMWATER MASTER PLAN (RSWMP) OF MIDVAAL LOCAL MUNICIPALITY, TSWELOPELE LOCAL MUNICIPALITY, MSUNDUZI LOCAL MUNICIPALITY AND MOSES KOTANE LOCAL MUNICIPALITY</b></p> <p align="center"><b>Tender Number: RFP355/2022</b></p>
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**REQUEST FOR PROPOSAL DOCUMENT**

[Based on the CIDB Professional Services Contract, Edition 3, (July 2009)]

**24 NOVEMBER 2022**

**Issued by:**

**Development Bank of Southern Africa Limited**

1258 Lever Road, Headway Hill

Midrand, Johannesburg

Gauteng Province


**Contact Persons:**

**All Inquiries to be directed to:**

Name: Lihle Ndlangamandla

Email(s): [scmqueries@dbsa.org](mailto:scmqueries@dbsa.org) and [LihleSCM@dbsa.org](mailto:LihleSCM@dbsa.org)

**Name of Tenderer: .....**

	The Tender	<b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b>
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## GENERAL TENDER INFORMATION

<b>TENDER ISSUED</b>	: 24 November 2022
<b>DATE &amp; TIME CLARIFICATION MEETING</b>	: 01 December 2022 at 10h00
<b>VENUE FOR CLARIFICATION MEETING</b>	: Microsoft Teams (Virtual Platform)
<b>MS TEAMS LINK</b>	: <a href="#">Click here to join the meeting</a>
<b>CLOSING DATE</b>	: 15 December 2022
<b>CLOSING TIME</b>	: 23h55 Telkom Time
<b>CLOSING VENUE</b>	: <b>Designated Electronic Box provided by DBSA SCM</b>
<b>TENDER SUBMISSION</b>	: The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in an electronic folder with the name and address of the tenderer, the Tender No. and Title and the Electronic Box details provided by DBSA SCM. The electronic folder containing the proposals (Tender submissions) must be deposited into the designated electronic box before the tender closing time. The onus remains with the tenderer to ensure that the tender submission is placed in the correct electronic tender box provided. Please ensure that an email confirmation is sent to DBSA SCM e-mail address: <a href="mailto:LihleSCM@dbsa.org">LihleSCM@dbsa.org</a> confirming that the submission has been made electronically.



The Tender

**Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality**

## **TENDER SUMMARY PAGE**

**NAME OF TENDERER:** \_\_\_\_\_

### **DETAILS OF CONTACT PERSON**

**NAME:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**ADDRESS OF TENDERER:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**VAT REGISTRATION NO.:** \_\_\_\_\_


**PREFERENCE POINTS CLAIMED:** \_\_\_\_\_

**CONTRACT PERIOD OFFERED\*** \_\_\_\_\_ **(Maximum X months)**


**DATE OF TENDER:** \_\_\_\_\_

**TENDERER 'S SIGNATURE:** \_\_\_\_\_

(Person authorised to sign the TENDER)

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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<b>Contents</b>	
<b>Number</b>	<b>Heading</b>
<b>The Tender</b>	
<b>Part T1: Tendering procedures</b>	
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
<b>Part T2: Returnable documents</b>	
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
<b>The Contract</b>	
<b>Part C1: Agreements and Contract Data</b>	
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Occupational Health and Safety Agreement
<b>Part C2: Pricing data</b>	
C2.1	Pricing Assumptions
C2.2	Pricing Data
<b>Part C3: Scope of Work</b>	
C3.1	Scope of Work
<b>Part C4: Site information</b>	
C4.1	Site Information


	The Tender	Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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**Part T1: Tendering procedures**

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	<b>Pages</b>
T1.1 Tender Notice and Invitation to Tender .....	4
T1.2 Tender Data .....	6

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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## T1.1 Tender Notice and Invitation to Tender

The Development Bank of Southern Africa Limited invites tenders from experienced firms to execute work as a Professional Services Provider (PSP) regarding the development and **updating of the Roads and Stormwater Master Plans of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality respectively.**

The Tender Document can be uploaded from the DBSA Tender Website as from **24 November 2022**. The DBSA will post any addendums and responses to any queries related to this tender via the DBSA Tender Website. Only written correspondence will be accepted for enquiries.

Queries may be addressed to Mr. Lihle Ndlangamandla and on email(s): [scmqueries@dbsa.org](mailto:scmqueries@dbsa.org) and [LihleSCM@dbsa.org](mailto:LihleSCM@dbsa.org)

The cut-off date for tender enquiries is three (3) working days before tender closing date.

**A compulsory tender briefing session** will take place at the Employers premises (on a virtual platform) as detailed below:

- **Location:** Microsoft Teams
- **Date:** 01 December 2022
- **Starting Time:** 10h00
- **MS Teams Link:** [Click here to join the meeting](#)

▪

The closing time for receipt of tenders is **23H55 (Telkom time) on 15 December 2022** at the electronic **Tender Box provided by DBSA SCM Unit.**


Tenders may only be submitted on the tender documentation that has been issued. Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted. Tenderers should ensure that Tender submissions are submitted electronically and timeously and to the correct electronic Tender Box (reflected on page (i) of this document). If the bid is late, or not submitted in the tender box it will not be considered for evaluation.

Requirements for sealing, addressing, submitting, opening and assessment of submissions are stated in the Tender Data. Please continue to visit our website for any changes, alterations and updates for this tender.

**Tenderers need to submit the following in terms of the electronic tender submission:**


- Complete Tender document
- All Returnables and additional documents
- Bill of Quantities/ Rates/ Price Schedule

~~Tenderers need to ensure compliance to both the Flash Drive and mandatory Hard Copy submission.~~

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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**NOTES:**

- i. The DBSA reserves the right to award the scope in full or part thereof, subject to budget availability.
- ii. The subsequent Appointment / Contracting of the successful Tenderer, will be the full & final offer with no option whatsoever to increase the contract amount after award.
- iii. In the event of a partial award, the DBSA reserves the right for items excluded from the award, to be retendered in a new tender process.
- iv. Bidders are not guaranteed to be invited again, subject to the DBSA Rotation Principles.
- v. It is the intention of the DBSA to award the full scope of work to one (1) Professional Service Provider (PSP) ***per municipality*** to provide support with regards to the **development of a Roads and Storm Water Master Plan** of each municipality. Where it makes significant commercial sense, the DBSA will only award *a maximum of two municipalities* to one PSP.
- vi. The decision to award will be based on best commercial offer and value-for-money principle for the DBSA.
- viii. Where the next highest ranked bidder is being considered for an offer of award (based on the value-for-money principle), the DBSA reserves the right to negotiate with the next highest ranked bidder in hierarchical order, to ensure the value for money principle is not compromised.
- ix. In cases where negotiations are unsuccessful, the DBSA may revert to a higher ranked bidder.

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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## T1.2 Tender Data`


The conditions of tender are the Standard Conditions of Tender as contained in **Annex F** of Board Notice 136 Government Gazette No 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)), to which tenderers are referred to for their information purposes in relation to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.


**The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:**

Clause number	Tender Data
F.1.1	The Employer is the <b>Development Bank of Southern Africa Limited</b> .
F 1.1.4	<p>The Employer aims to award full scope of works as follows:</p> <p>a) Only one Professional Services Provider (PSP) will be appointed to undertake the project <i>per municipality</i>, subject to item (b) below.</p> <p>b) However, where it makes significant commercial sense to appoint a PSP to support more than one municipality (in the instance where a PSP ranks first in more than one municipality, and whose tender submissions for any two municipalities where the PSP has ranked first, shows savings of 15% or more over other tender offers for the two municipalities), a PSP will be appointed to a <i>maximum</i> of two municipalities and no more.</p>
F.1.2	<p>The Tender Documents issued by the Employer consists of the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Occupational Health and Safety Agreement</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing Assumptions</p> <p>C2.2 - Pricing Data</p> <p><b>Part C3: Scope of work</b></p> <p>C3 - Scope of work</p> <p><b>Part C4 : Site information</b></p> <p>C4.1 Site information</p> <p><b>CIDB Professional Services Contract, Edition 3, (July 2009)</b></p>
F.1.4	<p>The Employer's Agent, for the purposes of any communication between the employer and tenderer, is:</p> <p><b>Development Bank of Southern Africa</b></p> <p>Name: <b>Mr. Lihle Ndlangamandla</b></p>




	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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Clause number	Tender Data																									
	<p>Address: 1258 Lever Road, Headway Hill, Midrand, Gauteng Tel: (011) 313 3409 Fax: (011) 206 3409 E-mail: scmqueries@dbsa.org and LihleSCM@dbsa.org</p> <p>Attention is drawn to the fact that verbal information given by the employer’s agent prior to the close of tenders will not be regarded as binding on the Employer. Only information issued formally by the employer in writing to tenderers will be regarded as amending the tender documents.</p>																									
F 1.5	The employer reserves the right to reject award to the highest scoring tenderer (as calculated according to Clause F.3.11.3 should the offer pose a commercial {and/or} delivery risk to the successful completion of the project and to the Employer.																									
F.1.6.2	A competitive negotiation procedure will <b>not</b> be followed.																									
F.1.6.3	A two-stage system will <b>not</b> be followed.																									
F.2.1	<p><b>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders, and to have their tender submissions evaluated:</b></p> <p>(1). The tenderer has in its employ registered professionals and experts as listed below. that are in compliance with the requirements stated below, or has obtained a firm undertaking from professional service providers who have in their employ such professionally registered persons as listed below, that are in compliance with the requirements stated below, and that are capable of providing such services listed in the table below:</p> <table><tr><th>ID</th><th>Key Resource / Expert</th><th>No.</th><th>Minimum Qualifications, Category of Professional Registration and Experience</th><th>Key Service(s) Discipline</th></tr><tr><td>1</td><td>Project Manager and Team Leader: Civil Engineering</td><td>x1</td><td>Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least <b>7 years’ post-registration</b> experience in development of Roads services Master Plans and/ or Roads services Development Plans in the municipal sphere in South Africa.</td><td>Project Leadership, Management and Coordination</td></tr><tr><td>2</td><td>Civil Engineer: Roads and Storm Water Infrastructure Planning.</td><td>x1</td><td>Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least <b>5 years’ post-registration</b> experience in the development and/or updating of Roads and Storm Water Master Plans (RSWMP) in South Africa.</td><td>Civil Engineering Services</td></tr><tr><td>3</td><td>Civil Engineer: Infrastructure Asset Management</td><td>x1</td><td>Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must be registered as an individual member by the South African Asset Management Association (SAAMA), and must have achieved a pass mark in the Certified Asset Management Assessor (CAMA) examination set by SAAMA or by the World Partners in Asset Management WPIAM. Must have at least 3 years’ experience (post-registration by SAAMA) in infrastructure asset management planning and implementation in South Africa.</td><td>Engineering Asset Management Services</td></tr><tr><td>4</td><td>Development Planner (Municipal Spatial Planning)</td><td>x1</td><td>Registration as a Professional Planner in terms of the Planning Professions Act, 2003, with at least <b>5 years’ post-registration experience</b> in development planning in the municipal and/or public sector environment.</td><td>Development Planning Services</td></tr></table>	ID	Key Resource / Expert	No.	Minimum Qualifications, Category of Professional Registration and Experience	Key Service(s) Discipline	1	Project Manager and Team Leader: Civil Engineering	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least <b>7 years’ post-registration</b> experience in development of Roads services Master Plans and/ or Roads services Development Plans in the municipal sphere in South Africa.	Project Leadership, Management and Coordination	2	Civil Engineer: Roads and Storm Water Infrastructure Planning.	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least <b>5 years’ post-registration</b> experience in the development and/or updating of Roads and Storm Water Master Plans (RSWMP) in South Africa.	Civil Engineering Services	3	Civil Engineer: Infrastructure Asset Management	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must be registered as an individual member by the South African Asset Management Association (SAAMA), and must have achieved a pass mark in the Certified Asset Management Assessor (CAMA) examination set by SAAMA or by the World Partners in Asset Management WPIAM. Must have at least 3 years’ experience (post-registration by SAAMA) in infrastructure asset management planning and implementation in South Africa.	Engineering Asset Management Services	4	Development Planner (Municipal Spatial Planning)	x1	Registration as a Professional Planner in terms of the Planning Professions Act, 2003, with at least <b>5 years’ post-registration experience</b> in development planning in the municipal and/or public sector environment.	Development Planning Services
ID	Key Resource / Expert	No.	Minimum Qualifications, Category of Professional Registration and Experience	Key Service(s) Discipline																						
1	Project Manager and Team Leader: Civil Engineering	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least <b>7 years’ post-registration</b> experience in development of Roads services Master Plans and/ or Roads services Development Plans in the municipal sphere in South Africa.	Project Leadership, Management and Coordination																						
2	Civil Engineer: Roads and Storm Water Infrastructure Planning.	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must have at least <b>5 years’ post-registration</b> experience in the development and/or updating of Roads and Storm Water Master Plans (RSWMP) in South Africa.	Civil Engineering Services																						
3	Civil Engineer: Infrastructure Asset Management	x1	Registration as a Professional Engineer or as a Professional Engineering Technologist in terms of the Engineering Professions Act, 2000. Must be registered as an individual member by the South African Asset Management Association (SAAMA), and must have achieved a pass mark in the Certified Asset Management Assessor (CAMA) examination set by SAAMA or by the World Partners in Asset Management WPIAM. Must have at least 3 years’ experience (post-registration by SAAMA) in infrastructure asset management planning and implementation in South Africa.	Engineering Asset Management Services																						
4	Development Planner (Municipal Spatial Planning)	x1	Registration as a Professional Planner in terms of the Planning Professions Act, 2003, with at least <b>5 years’ post-registration experience</b> in development planning in the municipal and/or public sector environment.	Development Planning Services																						

	The Tender	<b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b>
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Clause number	Tender Data				
	5	Financial Analyst / Infrastructure Investment Analyst	x1	Professional registration as a Chartered Accountant CA (SA), or as a Chartered Financial Analyst (CFA). Must be a member of the Chartered Institute of Public Finance and Accountancy (CIPFA) or similar public-sector professional body. Must have <b>at least 5 years post-registration experience</b> within any of the following areas: Project Finance, Investment Analysis, Investment Planning, Financial Planning, Financial Analysis, Municipal Financial Management.	Infrastructure Investment Analysis
	6	Geo-Information Science (GISc) Expert	x1	Bachelors' Degree in information Science or in Land Surveying. Must be registered as a Professional Geo-Information Science Practitioner PrGISc by the South African Council of Professional and Technical Surveyors established in terms of the Professional Land and Technical Surveyors (PLATO) Act No. 40 of 1984, (or registered by the South African Geomatics Council in terms of the Geomatics Profession Act - Act 19 of 2013), and preferably be a member of the Geo-Information Society of South Africa (GISSA). Must have <b>at least 5 years post-registration experience</b> in the planning and establishment of GIS systems for public or private sector entities in South Africa.	Geo-Information Services
	7	Environmental Management Practitioner	x1	Registration as an Environmental Assessment Practitioner (EAP) by the Environmental Assessment Practitioners Association of South Africa (EAPSA) in terms of Section 24H (Registration Authority Regulations, 2016) of the National Environmental Management Act (Act No. 107 of 1998) Must have <b>at least 5 years post-registration experience</b> in the provision of environmental management services (e.g. environmental assessments, climate change mitigation, compliance and management aspects of integrated waste and materials management field) in South Africa.	Environmental Management Services
	<p>(2) The tenderer's primary business is to provide professional services in the built environment and the tenderer has experience in the provision of consulting engineering, infrastructure planning and related services.</p> <p>(3). The tenderer confirms that it has put in place specifically for the purpose of this tender, professional indemnity insurance cover (which cover is effective from not later than the closing date of this tender) issued by a reputable insurer of an amount of not less than <b>R5 million</b> in respect of a claim without limit to the number of claims. In the case of a Joint Venture, Consortium or Association, the lead party must have met this minimum requirement.</p> <p>(4). The tenderer (including all parties in a Joint Venture, Consortium, or Association) submits with his tender an original tax clearance certificate (active Tax Compliance Status (TCS) PIN) issued by the South African Revenue Services (SARS) which must be valid for the duration of the tender validity period.</p> <p>(5) The Tenderer, or a member of the tenderer's team, is not on the lists of tender defaulters published by National Treasury in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. In addition, the tenderer, or any of his principals, is not/are not under any restriction(s) to do business with the employer.</p>				
F.2.7	The arrangements for a compulsory (online / virtual) clarification meeting are as stated in the Tender Notice and Invitation to Tender. Attendance register may, or may not, be compiled by the DBSA SCM Unit. Addenda will be issued via the DBSA website to all prospective Tenderers by the DBSA SCM Unit. Queries should be submitted to DBSA SCM official in writing by the <b>01 December 2022</b> .				

	The Tender	<b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b>
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Clause number	Tender Data
F.2.10.3	Rates and prices 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.2.12	No alternative tender offers will be considered.
F.2.13.1	Where the tendering entity is a joint venture, it is recommended that the standard CIDB Joint Venture Agreement document be used.
F.2.13.3	<b>Electronic submission</b> shall be submitted as <b>TWO SEPARATE (ELECTRONIC) FOLDERS:</b> <b>FOLDER 1</b> - Pre-Qualifying and functionality proposal documents, and <b>FOLDER 2</b> – Financial proposal only
F.2.13.4	The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
F.2.13.5	Tender submissions are to be done electronically only:  1. Tenderers are advised to kindly issue Tender Submission Link requests and all other enquiries to <a href="mailto:LihleSCM@dbsa.org">LihleSCM@dbsa.org</a> – ONLY  2. No – Tender Submission Link requests will be accepted after 16h00 on the <b>09 December 2022</b> . Any requests after the stipulated date and time will be disregarded.  3. Tenderers will thereafter receive a OneDrive Link to upload their tender submission documents electronically.  Tenderers who have received submission Links that have errors, will be provided with new Links for use.
F.2.13.10	<i>(Add after clause F.2.13.9)</i> By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is <b>120 Days</b> .
F.2.16.2	One (1) Professional Service provider to be appointed <b>per Municipality</b> or to a <b>maximum</b> of two municipalities and no more, as per the provisions of F.1.1.4 detailed above.
	The tenderer is required to submit with his tender: 1) An active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services. 2) A copy of the entity's professional indemnity insurance. 3) A declaration signed by all parties that the team used during the functionality assessment is still and will remain in place until the end of the contract period (if applicable). 4) The certified copy of the B-BBEE Certificate.
F.3.4	The Tender offers received will not be opened immediately by the Employer after the closing time. However, a record of the Tender offers received will be made by the Employer immediately after the closing time.
F.3.5	The <b>two-envelope (two-folder) system</b> will be followed for this Tender. <b>Non-adherence to this will disqualify the submission.</b>

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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Clause number	Tender Data
F.3.11.1	The procedure for the evaluation of responsive tenders is <b>Method 2</b> : Functionality, Price and Preference.
F.3.11.5	<p>The procedure for the evaluation of responsive tenders is <b>Method 2</b> modified to comply with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.</p> <p><b><u>Evaluation Criteria</u></b></p> <p>The tenders will be evaluated in accordance with <b>Method 2</b> of the CIDB Standard Tender Evaluation Methods in three stages, namely:</p> <p style="margin-left: 40px;"> Stage 1 : Responsiveness  Stage 2 : Quality (Functionality)  Stage 3 : Financial Offer and Preferential Evaluation  Stage 4 : Risk Analysis and Other Objective Criteria </p> <p><b><u>Stage 1: Responsiveness</u></b></p> <p>The Tenderer should be able to provide all the relevant information required in the Supplier Information Form (SIF) which will include but not limited to;</p> <ul style="list-style-type: none"> <li>• Standard conditions of tender as required.</li> <li>• Returnable documents completed and signed.</li> <li>• An active Tax Complaint PIN issued by the South African Revenue Services</li> <li>• Confirmation of Attendance of compulsory briefing session</li> <li>• Adherence to the two-envelope process (<b>Pre-qualifier</b>)</li> <li>• Proof of Registration with a recognised professional body/institution of key experts</li> <li>• Proof of Professional Indemnity Insurance to the value specified in the tender data.</li> <li>• Submission of National Treasury Central Supplier Database (CSD) Summary Report.</li> <li>• Submission of electronic copies of all the documents as listed in this Tender.</li> <li>• In terms of the DBSA Transformation Imperative Targets, the DBSA will consider companies that are EME's and QSE's with a minimum B-BBEE status of Level 2 who will contribute to meaningful B-BBEE initiatives as part of the tender process (<b>Pre-qualifier</b>)</li> <li>• The successful Tenderer, if not itself an EME or QSE with a minimum B-BBEE status level 2, as per Section 4(1)(a) and (b) of the PPR 2017, must subcontract a minimum of 30% of the value of the contract to the following category referred to in Section 4(1)(c) of the PPR 2017: <ul style="list-style-type: none"> <li>(i). an EME or QSE which is at least 51% owned by black people (<b>Pre-qualifier</b>)</li> </ul> </li> <li>• NB: "Technical Proposal Folder" should not include any Price Offered/Financial Proposal, failure to submit in separate Folders will lead to the disqualification of your bid/tender</li> </ul> <p><b><u>Stage 2: Quality {Functionality}</u></b></p> <p>The following criteria will be used to evaluate and score functionality:</p>



The Tender

**Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality**

Clause number	Tender Data		
	Evaluation criteria	Scoring (for whole or each sub-element where applicable)	Maximum number of points
	<b>1. Proposed Methodology and Approach:</b>  Details of the proposed methodology and approach that the Tenderer intends to follow with regards to the effective provision of the professional services required for the development or updating of the Roads and Stormwater Master Plan of the Municipalities.	<p><b>Excellent = 20 points</b> The important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs</p> <p><b>Good = 18 points</b> The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. are specifically tailored to the critical characteristics of the project.</p> <p><b>Acceptable = 14 points</b> The approach is generic and not necessarily tailored to address the specific project objectives. The approach does not meaningfully deal with the critical characteristics of the project. The quality plan, and approach to managing risk etc. are too generic.</p> <p><b>Poor = 8 points</b> The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.</p> <p><b>Non-responsive = 0 points</b> No response. Failed to address the methodology and approach.</p>	20
	<b>2. Experience / Track Record of the Tenderer (Lead Tenderer and Entities in JV, Consortium, Association, etc.):</b>  Tenderer's experience and track record in executing work of similar nature to the development or	<p><b>Excellent = 30 points</b> Tenderer has demonstrated experience and track record in completing six (6) or more Roads and Stormwater Master Plan in the past 10 years in South Africa.</p> <p><b>Good = 27 points</b> Tenderer has demonstrated experience and track record in completing at least five (5) Roads and Stormwater Master Plan in the past 10 years in South Africa.</p> <p><b>Acceptable = 21 points</b> Tenderer has demonstrated experience and track record in completing at least four (4) Roads and Stormwater Master Plan in the past 10 years in South Africa.</p>	30



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**Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality**

Clause number	Tender Data		
	updating of the Roads and Stormwater Master Plan of the Municipalities.	<p><b>Poor = 12 points</b> Tenderer has demonstrated experience and track record in completing at least three (3) Roads and Stormwater Master Plan in the past 10 years in South Africa.</p> <p><b>Non-Responsive = 0 points</b> No response. Failed to provide any evidence of experience and track record or completed less than three (3) Roads and Stormwater Master Plan in the past 10 years in South Africa.</p>	
	<p><b>3. Experience and Qualifications of the Tenderer's Proposed Key Resources / Experts:</b></p> <p>Experience, knowledge and adequacy of the proposed team members for key services /disciplines relevant to the development or updating of the Roads and Stormwater Master Plan of the Municipalities.</p>	<p><b>1. Project Manager and Team Leader: Civil Engineering</b>  <b>Excellent:</b> From 15 years upwards post-registration experience = <b>10 points.</b>  <b>Good:</b> From 10 years to less than 15 years = <b>9 points.</b>  <b>Acceptable:</b> From 7 years to less than 10 years = <b>7 points.</b>  <b>Poor:</b> From 3 years to less than 7 years = <b>4 points</b>  <b>Non-responsive:</b> Less than 3 years post-registration experience = <b>0 points.</b></p>	10
		<p><b>2. Civil Engineer: Roads and Stormwater Infrastructure Planning:</b>  <b>Excellent:</b> From 15 years upwards post-registration experience = <b>5 points.</b>  <b>Good:</b> From 10 years to less than 15 years = <b>4.5 points.</b>  <b>Acceptable:</b> From 5 years to less than 10 years = <b>3.5 points.</b>  <b>Poor:</b> From 2 years to less than 5 years = <b>2 points</b>  <b>Non-responsive:</b> Less than 2 years post-registration experience = <b>0 points.</b></p>	5
		<p><b>3. Civil Engineer: Infrastructure Asset Management:</b>  <b>Excellent:</b> From 10 years upwards post-registration experience = <b>5 points.</b>  <b>Good:</b> From 5 years to less than 10 years = <b>4.5 points.</b>  <b>Acceptable:</b> From 3 years to less than 5 years = <b>3.5 points.</b>  <b>Poor:</b> From 2 years to less than 3 years = <b>2 points</b>  <b>Non-responsive:</b> Less than 2 years post-registration experience = <b>0 points.</b></p>	5
		<p><b>4. Development Planner (Municipal Spatial Planning):</b>  <b>Excellent:</b> From 15 years upwards post-registration experience = <b>2.5 points.</b>  <b>Good:</b> From 10 years to less than 15 years = <b>2.25 points</b>  <b>Acceptable:</b> From 5 years to less than 10 years = <b>1.75 points</b>  <b>Poor:</b> From 2 years to less than 5 years = <b>1 points</b>  <b>Non-responsive:</b> Less than 2 years post-registration experience = <b>0 points.</b></p>	2.5
		<b>5. Financial Analyst / Infrastructure Investment Analyst:</b>	2.5





The Tender

**Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality**

Clause number	Tender Data		
		<p><b>Excellent:</b> From 15 years upwards post-registration experience = <b>2.5 points</b>.</p> <p><b>Good:</b> From 10 years to less than 15 years = <b>2.25 points</b></p> <p><b>Acceptable:</b> From 5 years to less than 10 years = <b>1.75 points</b></p> <p><b>Poor:</b> From 2 years to less than 5 years = <b>1 points</b></p> <p><b>Non-responsive:</b> Less than 2 years post-registration experience = <b>0 points</b>.</p>	
		<p><b>6. Geo-Information Science (GISc) Expert:</b></p> <p><b>Excellent:</b> From 15 years upwards post-registration experience = <b>2.5 points</b>.</p> <p><b>Good:</b> From 10 years to less than 15 years = <b>2.25 points</b></p> <p><b>Acceptable:</b> From 5 years to less than 10 years = <b>1.75 points</b></p> <p><b>Poor:</b> From 2 years to less than 5 years = <b>1 points</b></p> <p><b>Non-responsive:</b> Less than 2 years post-registration experience = <b>0 points</b>.</p>	2.5
		<p><b>7. Environmental Management Practitioner:</b></p> <p><b>Excellent:</b> From 15 years upwards post-registration experience = <b>2.5 points</b>.</p> <p><b>Good:</b> From 10 years to less than 15 years = <b>2.25 points</b></p> <p><b>Acceptable:</b> From 5 years to less than 10 years = <b>1.75 points</b></p> <p><b>Poor:</b> From 2 years to less than 5 years = <b>1 points</b></p> <p><b>Non-responsive:</b> Less than 2 years post-registration experience = <b>0 points</b>.</p>	2.5
	<p><b>4. Lead Tenderer's Quality Management System:</b></p> <p>The Lead Tenderer's policies relating to Quality Management with regard to the effective provision of professional services required for the successful development or updating of the Roads and Stormwater Master Plan of the Municipalities.</p>	<p><b>Excellent = 20 points</b> Lead Tenderer is SANS 9000 / ISO 9001 certified with proof of certification provided. Lead Tenderer's quality management policy is very comprehensive and is most likely to result in quality work.</p> <p><b>Good = 18 points</b> Lead Tenderer is currently undergoing certification but has not yet achieved the SANS 9000 / ISO 9001 certification. Proof of Tenderer currently undergoing the certification process with an accredited certification body is provided. Lead Tenderer's quality management policy is comprehensive and is likely to result in quality work.</p> <p><b>Acceptable = 14 points</b> Lead Tenderer's quality management policy is basic, workable, and is likely to result in quality work. Lead Tenderer is currently undergoing certification but has not yet achieved the SANS 9000 / ISO 9001 certification. Proof of Tenderer currently undergoing the certification process with an accredited certification body is provided.</p>	20




The Tender

**Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality**

Clause number	Tender Data														
		<b>Poor = 8 points</b> Lead Tenderer's quality management policy is elementary. Lead Tenderer is not SANS 9000 / ISO 9001 certified and has neither undergone, nor is currently undergoing any SANS 9000 / ISO 9001 certification processes with an accredited certification body.													
		<b>Non-responsive = 0 points</b> No response. Failed to provide the required information.													
	<b>Maximum possible score (Points)</b>		<b>100</b>												
	<b>Minimum threshold score for Tenderer's Financial Proposal to be considered</b>		<b>70</b>												
<p><b>Please note:</b> Tenderers must achieve a minimum overall score of 70 as well as the minimum score per criteria in order to be considered further.</p> <p><b><u>Stage {3}: Financial Offer and Preference Evaluation</u></b></p> <p>With reference to the PPPFA 2017, the evaluation shall be based on the 80/20 Principle and the points for evaluation criteria are as follows:</p> <table><tr><th colspan="2">Evaluation Criteria</th><th>Points</th></tr><tr><td>1.</td><td>Price</td><td>80</td></tr><tr><td>2.</td><td>Broad Based Black Economic Empowerment</td><td>20</td></tr><tr><td>3.</td><td>Total</td><td>100</td></tr></table> <p>*The contract may be awarded to a tenderer that did not score the highest points, in accordance with 2(1)(f) of the Preferential Procurement Policy Framework Act 2000 GG 20854 of 3 Feb 2000.</p> <p><b><u>Stage {4}: Risk Analysis &amp; Other Objective Criteria</u></b></p> <p>a) Firstly, in addition to the financial offer and preference evaluation, the Tenderers having the highest ranking / number of points, will additionally be reviewed against the following points listed as “<b>Other Objective Criteria</b>” in terms of Preferential Procurement Policy Framework Act 2000 GG 20854 of 3 Feb 2000, in order to ascertain suitability for award.</p> <ul style="list-style-type: none"><li>i) If having passed Responsiveness, the tenderer will again be checked in terms of having a Compliant Tax Status at time of recommendation to confirm that the status has not changed, based on an active and Tax Complaint Pin issued by the South African Revenue Services.</li><li>ii) Fully compliant and registered with the National Treasury Central Supplier Database.</li><li>iii) No misrepresentation in the tender information submitted.</li><li>iv) Any non-performance on DBSA, or DBSA client projects.</li><li>v) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</li><li>vi) 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</li></ul>				Evaluation Criteria		Points	1.	Price	80	2.	Broad Based Black Economic Empowerment	20	3.	Total	100
Evaluation Criteria		Points													
1.	Price	80													
2.	Broad Based Black Economic Empowerment	20													
3.	Total	100													




	The Tender	<b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b>
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Clause number	Tender Data
	<p>employer or potentially compromise the tender process, and additionally, persons in the employ of the state are expressly permitted to submit tenders or participate in the contract.</p> <ul style="list-style-type: none"> <li>vii) Prohibited from doing business with the public sector</li> <li>viii) Listed on the Register of Tender Defaulters by the National Treasury</li> <li>ix) Convicted by a court of law for fraud and corruption</li> <li>x) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.</li> <li>xi) Financial health of the bidder may be assessed if deemed necessary, to ensure that the PSP will be able to operate as per required deliverables.</li> <li>i) The contents of project specific tender returnables will be assessed i.e. project specific resources, professional indemnity insurance, professional registration, approach and methodology which are to be included in the contract.</li> <li>ii) The placement of tendered resources will be assessed to ensure that resources indicated by CV's and tendered to work on the program will indeed work on the program and will not be replaced by more junior or less competent resources.</li> </ul> <p><b><u>Contract Award Strategy:</u></b></p> <ul style="list-style-type: none"> <li>i. As stated in F.1.1.4 above, only <b>one</b> Professional Services Provider (PSP) will be appointed to undertake the project <b><i>per municipality</i></b>, subject to item (ii) below.</li> <li>ii. Where it makes significant commercial sense to appoint a PSP to support more than one municipality (i.e. where a PSP ranks first in more than one municipality, and where its tender submission for any two municipalities in which the PSP has ranked first, has savings of 15% or more over other tender offers for the two municipalities), a PSP will be appointed to support a <b><i>maximum</i></b> of two municipalities and no more.</li> </ul>
F.3.13	<p>Tender offers will only be accepted for evaluation if:</p> <ul style="list-style-type: none"> <li>a) the tenderer submits an active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services or submits an original written confirmation from SARS that the Tenderer has made arrangements to meet outstanding tax obligations;</li> <li>b) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</li> <li>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 and persons in the employ of the state are permitted to submit tenders or participate in the contract</li> <li>d) the tenderer includes in his submission all the returnable documents mentioned in T2, T.2.1 of this procurement document</li> </ul>
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one.
F.4	<p><b>Additional Conditions of Tender</b></p> <p>Refer to F.4.1, F.4.2, and F.4.3 below.</p>
F.4.1	<p><b>Invalid tenders</b></p> <p>Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:</p> <ul style="list-style-type: none"> <li>a) If the two-envelope (i.e. two separate electronic folders) process was not adhered to, if it was stated as a requirement;</li> <li>b) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);</li> <li>c) if the tender is not completed in non-erasable ink;</li> <li>d) if the Form of Offer and Acceptance has not been signed;</li> </ul>

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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<p>Clause number</p>	<p>Tender Data</p>
	<p>e) If the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.</p>
<p>F.4.2</p>	<p><b>Negotiations with preferred tenderers</b>  The Employer may negotiate the final terms of a contract with tenderers identified through the competitive tendering process as preferred tenderers provided that such negotiation:  a) does not allow any preferred tenderer a second or unfair opportunity;  b) is not to the detriment of any other tenderer; and  c) Does not lead to a higher price than the tender as submitted.</p> <p>Minutes of any such negotiations shall be kept for record purposes.</p>
<p>F.4.3</p>	<p><b>Tender Offers are divided into FOUR Parts corresponding to the support to the respective municipalities as follows:</b></p> <ul style="list-style-type: none"> <li>i. <b>RFP355/2022 [PART A]:</b> Development / updating of the Roads and Stormwater Master Plan of <b>Midvaal Local Municipality</b>.</li> <li>ii. <b>RFP355/2022 [PART B]:</b> Development / updating of the Roads and Stormwater Master Plan of <b>Tswelopele Local Municipality</b>.</li> <li>iii. <b>RFP355/2022 [PART C]:</b> Development / updating of the Roads and Stormwater Master Plan of <b>Msunduzi Local Municipality</b>.</li> <li>iv. <b>RFP355/2022 [PART D]:</b> Development / updating of the Roads and Stormwater Master Plan of <b>Moses Kotane Local Municipality</b>.</li> </ul> <p>Tenderers may wish to submit Offers for all, or for some, of the municipalities cited above.</p> <p><b><u>Contract Award Strategy:</u></b>  Refer to the preceding sections above.</p>


	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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## Part T2: Returnable Documents

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	<b>Pages</b>
<b>T2.1 List of Returnable Documents .....</b>	<b>13</b>
<b>T2.2 Returnable Schedules .....</b>	<b>14</b>

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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## T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in **black ink**:

### 1. Returnable Schedules required for tender evaluation purposes

In terms of this Request for Proposals (**RFP355/2022**), the following documentation must be submitted for the tender response to be deemed valid for consideration:

- ~~T2.2.1: Briefing Session: Declaration of Attendance~~
- T2.2.2: Record of Addenda to Tender Documents
- T2.2.3: Proposed Amendments and Qualifications by Tenderer
- T2.2.4: Compulsory Enterprise Questionnaire
- T2.2.5: Certificate of Authority for Joint Ventures
- T2.2.6: Tenderer's active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services (SARS).
- T2.2.7: Tenderer's Central Supplier Database Summary Report
- T2.2.8: Bid Commitment and Declaration of Interest
- T2.2.9: Declaration of Tenderer's Past Supply Chain Management Practices
- T2.2.10: Certificate of Independent Bid determination [SBD 9]
- T2.2.11: Professional Indemnity Insurance
- T2.2.12: Preferencing Schedule:
- T2.2.13: Copy of Joint Venture Agreement
- T2.2.14: Evaluation Schedule: Proposed Methodology and Approach
- T2.2.15: Evaluation Schedule: Experience and Track Record of the Tenderer in Executing Work of Similar Nature
- T2.2.16: Evaluation Schedule: Experience and Qualifications of the Tenderer's Proposed Key Resources / Experts
- T2.2.17: Evaluation Schedule: Lead Tenderer's Quality Management System


### 2. Other documents required for tender evaluation purposes

- a) A copy of the Joint Venture Agreement (if applicable), Consortium or Association Agreements which is to be appended to Schedule T2.2.13 (to illustrate validity of previous commitment)

### 3. C1.1 The offer portion of the Schedule C1.1 Offer and Acceptance

### 4. C1.2 Contract Data (Part 2)

### 5. C2.2 Price Schedule

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## T2.2.1 BRIEFING SESSION – DECLARATION OF ATTENDANCE

Where applicable, the DBSA may choose to utilise an Attendance Register at the Briefing Session that will be used as the proof of attendance.

TENDER NUMBER	RFP 355/2022		
TENDER DESCRIPTION	UPDATING OF THE ROADS AND STORMWATER MASTER PLAN OF MIDVAAL LOCAL MUNICIPALITY, TSWELOPELE LOCAL MUNICIPALITY, MSUNDUZI LOCAL MUNICIPALITY AND MOSES KOTANE LOCAL MUNICIPALITY		
TENDER CLOSING DATE	31 OCTOBER 2022	CLOSING TIME	11:00hrs

DBSA is acting as the Programme Implementing Agent (PIA) on behalf of the **Municipalities**. The goods / services are therefore required by the Customer Department / Institution, as indicated in this tender documentation.


CUSTOMER DEPARTMENT	MIDVAAL LM, TSWELOPELE LM, MSUNDUZI LM, AND MOSES KOTANE LM.						
BRIEFING SESSION	Yes	<input checked="" type="checkbox"/>	No		DATE		TIME
VENUE							

I/We hereby declare that I/we attended the **non-compulsory** briefing session to understand the requirements of the DBSA in order to supply all or any of the supplies and/or to render all or any of the services described in the attached tender documents, on the terms and conditions and in accordance with the specifications stipulated in the tender documents.

I, THE UNDERSIGNED (NAME) \_\_\_\_\_ CERTIFY THAT THE INFORMATION FURNISHED AT THE BRIEFING SESSION WAS UNDERSTOOD.

TENDERER (OR ASSIGNEE(S) NAME		POSITION		SIGNATURE		DATE	
FULL COMPANY NAME							
DBSA OFFICIAL NAME		POSITION		SIGNATURE		DATE	

SIGNATURE OF DBSA REPRESENTATIVE

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## T2.2.2 RECORD OF ADDENDA TO TENDER DOCUMENTS

I/We confirm that the following communication received from the Employer before the submission of this tender, amending the tender documents, have been taken into account in this tender submission and are attached herewith

ID	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

*All Addenda to be attached to this page. Attach additional pages of this table if more space is required.*

**SIGNED ON BEHALF OF TENDERER:** ..... **Date:**.....

	The Tender	Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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### T2.2.3 PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clauses F.3.8.2 and F.3.14.2 of the Standard Conditions of Tender regarding the Employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSAL
		<div> Please note that no Proposed Amendments, Qualifications and Deviations are allowed in this Tender and this schedule should NOT be completed, but it must be signed by the Tenderer. </div>

Number of sheets, appended by the tenderer to this Schedule..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** ..... **Date:**.....

## T2.2.4 COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, consortium or association, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Physical address of enterprise:** .....  
**(LOCAL OFFICE)** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

**Company registration number** .....

**Close corporation number** .....

**Tax reference number** .....

**Date tenderer commenced provision of services in built-environment** .....

**Section 6: Record of service of the state**

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

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

If any of the above boxes are marked, disclose the following:

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

\*insert separate page if necessary



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

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

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

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

\*insert separate page if necessary


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

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

**Note: Please attach company registration /incorporation documents to this page**

**SIGNED ON BEHALF OF TENDERER:** .....

**Date:** .....

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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**NON-COLLUSION FORM**

I, the undersigned

\_\_\_\_\_

In my capacity as

\_\_\_\_\_

(insert Sole Owner, Partner, Director, President, Secretary or other title)

Of \_\_\_\_\_

(insert name of the Company).

Acknowledges that on behalf of the above-mentioned Company, I submit to Development Bank of Southern Africa, a tender and that all statements in such tender are of fact and are both true and correct.

That such tender was not made in the interest of or on behalf of any undisclosed Person , Partnership, Company, Association, Organization or Corporation.

That such tender is genuine and not collusive or a sham.


That I have not directly or indirectly by agreement, communication or reference with anyone, attempted to induce action prejudicial to the interest of Development Bank of Southern Africa, or any other bidder or anyone interested in the proposed contract.

That prior to the opening and reading of bids,

- a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham tender
- b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that the said bidder or any one else would submit a false or sham tender, or that anyone should refrain from tendering or withdraw his tender.
- c. I did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix my tender price or anyone else, or to raise or fix any overhead, profit or cost element of his tendered price of that of anyone else.
- d. I did not directly or indirectly, submit this tender price or any breakdown, thereof, or the contents thereof, or divulge information or data relative thereof, to any Corporation, Partnership, Company, Association, Organisation, Tender Depository, or to any member or agent thereof, or to any individual group of individuals, except to the Parent Company holding a controlling interest (above 50%) in my business.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Signed on behalf of the tenderer

	The Tender	Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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## T2.2.5 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer (in support of our expression of interest) in joint venture, consortium or association under a formal legal arrangement and hereby authorize Mr./Ms ....., authorised signatory of the company, joint venture, consortium, association, close corporation or partnership ....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

**Note:** A copy of the Joint Venture Agreement, Consortium Agreement, or Association Agreement (Refer to F2.13.1 in Part T1.2) showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

	The Tender	Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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## T2.2.6 TENDERER'S VALID TAX COMPLIANCE STATUS (TCS) PIN


IT IS A CONDITION OF THIS TENDER THAT THE TAXES OF THE TENDERER MUST BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH THE SOUTH AFRICAN REVENUE SERVICES (SARS) TO MEET THE RESPONDENT'S TAX OBLIGATIONS.

BIDDERS TAX STATUS MUST REMAIN COMPLIANT IN RESPECT TO THE EVALUATION PROCESS THROUGHOUT THE TENDER PROCESS, IN ORDER FOR A BIDDER TO BE EVALUATED.

1. The active Tax Compliance Status (TCS) PIN issued by the South African Revenue Services must be submitted together with this tender and appended to this page. Failure to submit the active Tax Compliance PIN will result in the **invalidation/ disqualification** of the tender submission.
2. Valid Tax Compliance is a mandatory requirement for successful bidders post the tender process.
3. Where Joint Ventures/ Consortia/ Associations, etc. are involved, the Tax Compliance PIN of the main Joint Venture Partner as well as that of all the Joint Venture Partners must be appended to this page.

**SIGNED ON BEHALF OF TENDERER:** .....

**Date:** .....

	The Tender	Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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**T2.2.7: TENDERER'S CENTRAL SUPPLIER DATABASE SUMMARY REPORT**

Tenderers are to append the summary report of the Government's Central Supplier Database in respect of the Tenderer, or of the main JV Partner to this page.

**Tax Compliant Status and CSD Registration Requirements**


**ALL PROSPECTIVE BIDDERS MUST HAVE A TAX COMPLIANT STATUS EITHER ON THE CENTRAL SUPPLIER DATABASE (CSD) OF THE NATIONAL TREASURY OF SARS E FILING PRIOR TO APPOINTMENT/AWARD OF THE BID.**

REGISTRATION ON THE CSD SITE OF THE NATIONAL TREASURY IS A COMPULSORY REQUIREMENT FOR A BIDDER TO BE APPOINTED, TO CONDUCT BUSINESS WITH THE DBSA. THE ONUS IS ON THE SUCCESSFUL BIDDER TO REGISTER ON THE CSD SITE AND PROVIDE PROOF OF SUCH REGISTRATION PRIOR TO APPOINTMENT/AWARD OF THE BID.

<b>CSD Registration Number:</b>	
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**SIGNED ON BEHALF OF TENDERER:** .....

**Date:** .....

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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## T2.2.8 BID COMMITMENT AND DECLARATION OF INTEREST

### PART A: BID COMMITMENT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached tender documents to the Development Bank of Southern Africa (DBSA), on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
  - a) the offer herein shall remain binding upon me/us and open for acceptance by the DBSA during the validity period indicated and calculated from the closing time of the bid;
  - b) this tender and its acceptance shall be subject to the terms and conditions contained in the tender documents and Preference Points Claim Form – General Conditions and Definitions of the Preferential Procurement Policy Framework Act – PPPFA 2017 with which I am/we are fully acquainted;
  - c) if I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the DBSA may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the DBSA and I/we will then pay to the DBSA any additional expense incurred by the DBSA having either to accept any less favourable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation of fresh tenders and by the subsequent acceptance of any less favourable tender; the DBSA shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the DBSA may sustain by reason of my/our default;
  - d) if my/our tender is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
  - e) the law of the Republic of South Africa shall govern the contract to be created by the acceptance of my/our tender and that I/we choose *domicile citandi et executandi* in the Republic at (full address of this place);

FULL ADDRESS	
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3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of any contract, which might be awarded based on this offer.
5. I/We agree that any action arising from the contract to be entered into, may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have participation/no participation\* in the submission of any other offer for the supplies/services described in this tender document. If in the affirmative, state names(s) of Tenderer(s) involved

\* Delete whichever is not applicable.


<p>OTHER TENDERERS INVOLVED</p>	
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## 7. AUTHORIZATION

<p>Are you duly authorized to sign the bid?</p>	INDICATE			
	Y		N	

## 8. DECLARATION

<p>Has the Declaration of Interest (part B of this form) been duly completed?</p>	INDICATE			
	Y		N	

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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## T2.2.8 BID COMMITMENT AND DECLARATION OF INTEREST [Continued]

### PART B: DECLARATION OF INTEREST

9. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Tenderer or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the Tenderer is employed by state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved with the evaluation and / or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and / or adjudication of the bid

**10. In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.**

10.1 Full Name of Tenderer or his/ her representative:	
10.2 Identity Number:	
10.3 Position occupied in the company : (director, trustee, shareholder <sup>2</sup> , member)	
10.4 Registration number of company, enterprise, close corporation, partnership agreement or trust	
10.5 Tax Reference Number:	
10.6 Vat Registration Number:	
10.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and if applicable, employee / PERSAL numbers must be indicated in paragraph 11 below	


<sup>\*\*</sup>"State" means-

- a) any national and provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999),
- b) any municipality or municipal entity
- c) provincial legislature
- d) national Assembly or the national Council of provinces, or
- e) Parliament

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise/business and exercises control over the enterprise.

10.7 Are you or any person connected with the Tenderer, presently employed by the state?	Y		N	
If so, furnish the following particulars	Name of person/Director/shareholder/member:			
	Name of Institution to which the person is connected:			
	Position occupied in the institution:			
	Any other particulars:			



	<p align="center"><b>The Tender</b></p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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10.8 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	Y		N	
10.8.1 If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, will result in the disqualification of the bid).	Y		N	
If no, furnish reasons for non-submission of such proof				

10.9 Did you or your spouse, or any of the company's directors /trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	Y		N	
If YES, furnish particulars				

10.10 Do you, or any person connected with the Tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this tender?	Y		N	
If so, furnish particulars				

10.11 Are you, or any person connected with the Tenderer, aware of any relationship (family, friend, other) between any other Tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender?	Y		N	
If so, furnish particulars				

10.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are tendering for this contract?	Y		N	
If so, furnish particulars				

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**11. Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

**DECLARATION**

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 10.1 to 10.12 ABOVE IS CORRECT.

I ACCEPT THAT THE **DBSA** MAY ACT AGAINST ME BY DISQUALIFYING MY TENDER AND BY TAKING ANY OTHER NECESSARY ACTION SHOULD THIS DECLARATION PROVE TO BE FALSE.


NAME AND SIGNATURE OF TENDERER AND ASSIGNEES	Name: _____	DATE		POSITION	
	Signature: _____				

## T2.2.9 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

The tenderer is obliged to complete the following declaration and where necessary furnish the required particulars in relation to persons or firms that are, or have been:


- a) Prohibited from doing business with the public sector
- b) Listed on the Register of Tender Defaulters by the National Treasury
- c) Convicted by a court of law for fraud and corruption
- d) Removed from a contract between them and any organ of state on account of failure to perform on or comply with the contract.

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer 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)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.3.1	If so, furnish particulars:		
1.4	Was any contract between the Tenderer and any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.4.1	If so, furnish particulars:		

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The undersigned, who warrants that he / she is duly authorized 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 and knowledge both true and correct.

<b>Signature:</b>	
<b>Date:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Respondent:</b>	

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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## **T2.2.10 CERTIFICATE OF INDEPENDENT BID DETERMINATION [SBD 9]**

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 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 *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any Tenderer if that Tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

{(Bid (Tender) Number and Description)}

in response to the invitation for the bid made by:


\_\_\_\_\_  
(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

[Name of Tenderer (Tenderer)]

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Tenderer to sign this Certificate, and to submit the accompanying bid, on behalf of the Tenderer;
4. Each person whose signature appears on the accompanying bid has been authorized by the Tenderer to determine the terms of, and to sign the bid, on behalf of the Tenderer;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, 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 Tenderer and/or is in the same line of business as the Tenderer
6. The Tenderer 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.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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- (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; or
- (f)

bidding with the intention not to win the bid.
8.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9.

The terms of the accompanying bid have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10.

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

.....

Signature

.....

Date


.....

Position

.....

Name of Tenderer (Tenderer)

<sup>3</sup> **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.**

	The Tender	Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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## T2.2.11

## PROFESSIONAL INDEMNITY INSURANCE


The tenderer is referred to clause F.2.1. of the Tender Data and shall state below details of the professional indemnity insurance held by the tenderer. Where the tenderer is a joint venture, consortium or association, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be appended to this schedule.

DETAILS OF PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IN RESPECT OF EACH CLAIM

**SIGNED ON BEHALF OF TENDERER:** .....

**Date:** .....



	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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## T2.2.12 PREFERENCING SCHEDULES: BBEE

### PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated to {not exceed} R50 000 000 (all applicable taxes included) and therefore the {80/20} preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.


1.4 The maximum points for this bid are allocated as follows:

ITEM / DESCRIPTION	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
<b>TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED</b>	<b>100</b>

1.4.1 if it is unclear which preference point system will be applicable, either the 80/20 or 90/10 preference point system will apply and the lowest acceptable tender will be used to determine the applicable preference point system.


1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

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## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

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- (s) “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract, subject to “Other Objective Criteria” listed under the Tender Data.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

**or**

**90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for comparative price of bid under consideration


$P_t$  = Comparative price of bid under consideration

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

### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8

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B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract
- 5.8 A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the tenderer concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

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

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1


- 7.1 B-BBEE Status Level of Contribution: = .....(maximum of 10 or 20 points)
- (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

## 8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted: .....%

ii) The name of the sub-contractor:

.....

iii) The B-BBEE status level of the sub-contractor: .....

iv) Whether the sub-contractor is an EME/ QSE.

**(Tick applicable box)**

YES		NO	
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## 9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

.....

9.2 VAT registration number: .....

9.3 Company registration number: .....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION


- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business: .....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:


i) The information furnished is true and correct;

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- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS: .....</p> <p>.....</p> <p>.....</p>
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#### **T2.2.13 COPY OF JOINT VENTURE AGREEMENT**

- i) Tenderers are to append a copy of the Joint Venture Agreement (if applicable), Consortium, or Association Agreements or Letters to this schedule.
  
- ii) Declaration of the team that all team members are still as per submission during the functionality assessment stage, if functionality is applicable.
  
- iii) Tenderers who invited from an approved Panel, may only submit a bid in the name of the invited company. Any subsequent contracting that may arise, will only be concluded with the invited company.

**SIGNED ON BEHALF OF TENDERER:** .....

**Date:** .....

## T2.2.14 EVALUATION SCHEDULE: PROPOSED METHODOLOGY AND APPROACH

The proposed methodology and approach paper must respond to the scope of work and outline the proposed approach / methodology including that relating to stakeholder engagement, environmental concerns, health and safety aspects of the scope of work. The approach paper should articulate what value-add the respondent will provide in achieving the stated objectives for the project.


The respondent must explain his / her understanding of the objectives and outputs (deliverables) of the assignment, and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should include the methodologies to be adopted to achieve the intentions of the proposed approach. The approach should include a project plan that outlines processes, procedures and associated resources, the applicants and times to achieve requirements. Further, it ought to indicate risk management, quality assurance measures to be implemented, and accelerated delivery methods to be used to ensure delivery within anticipated programme.

The respondent must attach his / her approach paper to this page. The approach paper **should not be longer than five (5) pages**. The scoring of the methodology and approach will be as outlined in F.3.11.5 of the Tender Data.

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

<b>Signature:</b>	
<b>Date:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Respondent:</b>	



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#### **T2.2.15 EVALUATION SCHEDULE: EXPERIENCE / TRACK RECORD OF THE TENDERING ENTITY IN EXECUTING WORK OF SIMILAR NATURE**

The experience of the Tenderer (or that of the constituent member in a joint venture, consortium or association) in the execution of projects related to the development / updating of Roads and Stormwater Master Plan in the municipal sphere over the past 10 years will be evaluated. Tenderers should very briefly describe their experience in this regard and attach this to this schedule. The description should be put in the Tables provided below and attached to this schedule. The scoring of the Tenderer's experience will be as outlined in F.3.11.5 of the Tender Data.



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**Schedule T2.2.15: Summarized Details of Experience / Track Record of the Tendering Entity in Executing Work of Similar Nature**

**EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 10 YEARS IN: The development or updating of Roads and Stormwater Master Plan in the municipal sphere in South Africa.**

Employer, contact person and telephone number and email address	Description of Professional Services Provided in the development / updating of Roads and Storm Water Master Plans in the municipal sphere in the last 10 years.	Value of Service provided (inclusive of VAT (Rand)	Date Service Commenced	Date Service Ended




The Tender

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**EXPERIENCE / TRACK RECORD OF THE TENDERER OVER THE PAST 10 YEARS IN: The development or updating of Roads and Stormwater Master Plan in the municipal sphere in South Africa.**

Employer, contact person and telephone number and email address	Description of Professional Services Provided in the development / updating of Roads and Storm Water Master Plans in the municipal sphere in the last 10 years.	Value of Service provided (inclusive of VAT (Rand)	Date Service Commenced	Date Service Ended

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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Tenderers are to submit a Reference Letter in support of the claimed experience / track record of the Tenderer (or that of the constituent member in a joint venture, consortium or association) in the execution of projects related to the development / updating of Roads and Storm Water Master Plans (RSWMP) in the municipal sphere over the past 10 years.

The template of the Letter of Reference is attached to this schedule and must be submitted by the Tenderer.

Please, note that failure to submit Reference Letter (on the Client's Letterhead) of the completed previous work will automatically result to the experience not recognised. The reference should be addressed to one of the bidding organisation(s). With respect to subcontracted References; note that subcontracted professional services will need to be confirmed by the Client or Implementing Agent of the project.

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LETTER OF REFERENCE

[To be provided by each Employer cited in SCHEDULE T2.2.15]

**Please Note: Letters of Reference provided by Clients to the Tenderer in the past 10 Years will be accepted.**

TO WHOM IT MAY CONCERN

This letter serves to confirm that the Tenderer.....  
successfully provided the professional services described below and cited in SCHEDULE  
T2.2.15:

**Description of Professional Services Provided by the Tenderer in the area of  
Development and/or Updating of Roads and Stormwater Master Plans:**

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

I, the undersigned, duly authorised to do so on behalf of the Employer providing this  
reference, confirm that the content of this schedule is to the best of my belief both true and  
correct.


Signed:		Date:	
Name:		Position:	
Contact details:			

STAMP OF EMPLOYER  
PROVIDING THE REFERENCE

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

<b>Signature:</b>	
<b>Date:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Respondent:</b>	

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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## T2.2.16 EVALUATION SCHEDULE: EXPERIENCE AND QUALIFICATIONS OF THE TENDERER'S PROPOSED KEY RESOURCES / EXPERTS

The tenderer is referred to clause F.3.11.5. of the Tender Data and shall insert in the spaces provided below details of the key experts and other personnel required to be in the employment of the tenderer or from a professional services provider consultant/firm, in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of each individual of not more than five (5 nr) pages must be appended to this schedule.

The experience of proposed team members in relation to the scope of work will be evaluated from the:

- i. **Post-registration experience** in the relevant area outlined in Clause F.3.11.5 of the Tender Data.

A CV of each of the Tenderer's proposed Key Resources / Experts of not more than 5 pages should be attached to this schedule as per the template provided in this schedule. Each CV should be structured under the following headings:

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

Furthermore, the experience of the proposed Key Resources / Experts is to be summarized in the Summary Tables provided in this section.

The tenderer must ensure that, if selected for the assignment, the nominated staff will be assigned as proposed to meet the minimum requirements. Failure to do so may result in the award being cancelled by the Employer.

The scoring of the points for the Experience of the Tenderer's proposed Key Experts will be as outlined in F.3.11.5 of the Tender Data.



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**SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS**

**KEY EXPERT 1: PROJECT MANAGER & TEAM LEADER: CIVIL ENGINEERING**

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE DEVELOPMENT OR UPDATING OF <b>ROADS AND STORM WATER MASTER PLANS</b> IN THE MUNICIPAL SPHERE IN SOUTH AFRICA

**KEY EXPERT 2: CIVIL ENGINEER: ROADS AND STORM WATER INFRASTRUCTURE PLANNING**

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE DEVELOPMENT OR UPDATING OF <b>ROADS AND STORM WATER MASTER PLANS</b> IN THE MUNICIPAL SPHERE IN SOUTH AFRICA





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**SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS**

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**KEY EXPERT 3: CIVIL ENGINEER: INFRASTRUCTURE ASSET MANAGEMENT**

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE INFRASTRUCTURE ASSET MANAGEMENT PLANNING AND IMPLEMENTATION IN SOUTH AFRICA

**KEY EXPERT 4: DEVELOPMENT PLANNER (MUNICIPAL SPATIAL PLANNING)**



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**SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS**

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE DEVELOPMENT OF MUNICIPAL SPATIAL DEVELOPMENT FRAMEWORKS (MSDF) AND IN DEVELOPMENT PLANNING IN THE MUNICIPAL AND/OR PUBLIC SECTOR IN SOUTH AFRICA

**KEY EXPERT 5: FINANCIAL ANALYST / INFRASTRUCTURE INVESTMENT ANALYST**

NAME	CURRENT JOB TITLE	QUALIFICATIONS AND PROFESSIONAL REGISTRATION & REGISTRATION Nr	YEARS OF POST-REGISTRATION EXPERIENCE	SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION OF PROJECT FINANCE / INVESTMENT ANALYSIS / FINANCIAL ANALYSIS / SERVICES IN SOUTH AFRICA



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**SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS**

<b>KEY EXPERT 6: GEO-INFORMATION SCIENCE (GIS) EXPERT</b>				
NAME	CURRENT JOB TITLE	QUALIFICATIONS PROFESSIONAL REGISTRATION REGISTRATION Nr	AND YEARS OF REGISTRATION & EXPERIENCE	POST-REGISTRATION SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION (PLANNING AND ESTABLISHMENT) OF GIS SYSTEMS FOR PUBLIC OR PRIVATE SECTOR IN SOUTH AFRICA
<b>KEY EXPERT 7: ENVIRONMENTAL MANAGEMENT PRACTITIONER</b>				
NAME	CURRENT JOB TITLE	QUALIFICATIONS PROFESSIONAL REGISTRATION REGISTRATION Nr	AND YEARS OF REGISTRATION & EXPERIENCE	POST-REGISTRATION SUMMARY OF POST-REGISTRATION EXPERIENCE IN THE PROVISION OF ENVIRONMENTAL MANAGEMENT SERVICES IN SOUTH AFRICA




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**SCHEDULE T2.2.16: SUMMARIZED DETAILS OF QUALIFICATIONS AND EXPERIENCE OF TENDERER'S PROPOSED KEY RESOURCES / EXPERTS**

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	The Tender	Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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## CURRICULUM VITAE TEMPLATE (Page 1 of 3)

Proposed role in the project	
1. Surname	
2. First Name	
3. Date and place of birth	
4. Nationality	
5. Membership of Professional Bodies and Professional Registration with date achieved.	Professional Body / Association:
	Registration (Membership) Number:
	Date of Registration:

### 6. Education / Qualifications


Institution (date from – Date to)	Diploma(s) or Degree (s) ) obtained

### 7. Post-Registration Diploma/ Graduate Experience

Company/Organisation	(Date from – Date to)	Years of Employment	Position

### 8. Key Experience Relevant to Project


### 9. Knowledge of issues pertinent to project


	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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## CURRICULUM VITAE TEMPLATE (Page 2 of 3)

### 10. Post-Registration Experience in development / updating of RSWMP in Municipal Sphere

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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**CURRICULUM VITAE TEMPLATE (Page 3 of 3)**

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

Project Name and Locality	
Project Dates	
Project Position	
Description of duties	
Reference Name and Position	
Reference Contact Details	Tel:
	Cell:
	e-mail:

I, ....., hereby declare that I am aware of the inclusion of my Curriculum Vita in the proposed project team for Bidder ..... and make myself available for this project.

Signature:.....

Date: .....

Commissioner of Oath Stamp


(The declaration must be signed by the individual himself/herself only and not any other person)

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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The undersigned warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within their personal knowledge and are to the best of their belief both true and correct.

<b>Signature:</b>	
<b>Date:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Respondent:</b>	



	The Tender	<b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b>
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#### **T2.2.17 EVALUATION SCHEDULE: LEAD TENDERER'S QUALITY MANAGEMENT SYSTEM**


The Lead Tenderer's policies relating to quality management shall be evaluated in relation to the indicative scope of work and the required services thereof.

The Lead Tenderer providing the required infrastructure planning, project preparation, project implementation and associated project support services in a JV, Consortium or Association, should submit a copy of their quality management policy to this schedule.

**Tenderers should attach to this schedule a copy of the Lead Tenderer's Quality Management Policy and proof of achieving SANS 9000 / ISO 9001 certification, or alternatively, proof of currently undergoing the certification process.**

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

<b>Signature:</b>	
<b>Date:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Respondent:</b>	

	The Tender	Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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## COVER PAGE TO FINANCIAL PROPOSAL


### FINANCIAL PROPOSAL

*[TO BE PUT IN A SEPARATE FOLDER / ENVELOPE]*

NAME OF TENDERER	
SIGNATURE OF TENDERER (Duly Authorized)	
CLOSING DATE AND TIME OF SUBMISSION	23:55hrs on Thursday <b>15 December 2022</b>
PLACE OF SUBMISSION	Designated Electronic Tender Box Depository Indicated by DBSA Supply Chain Management (SCM) for this Tender

*Note: This is a **Two-Envelope (i.e. Two-Folder) Tender**. Therefore the contents of this Tender document from this cover Page to the end of this document must be placed in a separate envelope (folder) marked **"Financial Proposal"**.*

*Failure to separate this financial proposal from the technical (functional) proposal will result in a disqualification of the tender submission.*

	The Tender	Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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## Part C1: Agreements and Contract Data

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Pages

C1.1	Form of Offer and Acceptance .....	64
C1.2	Contract Data .....	68
C1.3	Occupational Health and Safety Agreement .....	75

	The Tender	<b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b>
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## C1.1 FORM OF OFFER AND ACCEPTANCE

### C1.1.1 (PART A): OFFER: MIDVAAL LM

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **TENDER No: RFP355/2022 [PART A]: Development / updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality.**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider 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:

{Rand} .....  
..... (in words);  
{R} ..... (in figures).

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 service provider in the conditions of contract identified in the contract data.

Signature .....

Name .....

Capacity .....


#### For the tenderer

Name of Tenderer .....

Address of Tenderer) .....

Name of witness .....

Signature of witness ..... Date .....

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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## C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

### C1.1.2 (PART A): ACCEPTANCE: MIDVAAL LM

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents (e.g. Letter of Appointment issued by the Employer to the Tenderer) or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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 representative (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working 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 .....

Name .....


Capacity .....

**for the  
Employer**      **Development Bank of Southern Africa Limited**  
**1258 Lever Road, Headway Hill,**  
**Midrand, Gauteng Province**

Name of witness .....

Signature of witness .....

Date .....

	The Tender	<b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b>
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## C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

### C1.1.1 (PART B): OFFER: TSWELOPELE LM

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **TENDER No: RFP355/2022 [PART B]: Development / updating of the Roads and Stormwater Master Plan of Tswelopele Local Municipality.**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider 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:

{Rand} .....  
..... (in words);  
{R} ..... (in figures).

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 service provider in the conditions of contract identified in the contract data.

Signature .....

Name .....

Capacity .....


#### For the tenderer

Name of Tenderer .....

Address of Tenderer) .....

Name of witness .....

Signature of witness ..... Date .....

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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## C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

### C1.1.2 (PART B): ACCEPTANCE: TSWELOPELE LM

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents (e.g. Letter of Appointment issued by the Employer to the Tenderer) or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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 representative (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working 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 .....

Name .....


Capacity .....

**for the  
Employer      Development Bank of Southern Africa Limited  
1258 Lever Road, Headway Hill,  
Midrand, Gauteng Province**

Name of witness .....

Signature of witness .....

Date .....

	The Tender	<b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b>
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## C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

### C1.1.1 (PART C): OFFER: MSUNDUZI LM

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **TENDER No: RFP355/2022 [PART C]: Development / updating of the Roads and Stormwater Master Plan of Msunduzi Local Municipality.**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider 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:

{Rand} .....  
..... (in words);  
{R} ..... (in figures).

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 service provider in the conditions of contract identified in the contract data.

Signature .....

Name .....

Capacity .....

#### For the tenderer


Name of Tenderer .....

Address of Tenderer) .....

Name of witness .....

Signature of witness ..... Date .....



	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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## C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

### C1.1.2 (PART C): ACCEPTANCE: MSUNDUZI LM

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents (e.g. Letter of Appointment issued by the Employer to the Tenderer) or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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 representative (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working 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 .....

Name .....

Capacity .....

**for the  
Employer**      **Development Bank of Southern Africa Limited**  
**1258 Lever Road, Headway Hill,**  
**Midrand, Gauteng Province**

Name of witness .....

Signature of witness .....

Date .....

	The Tender	<b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b>
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## C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

### C1.1.1 (PART D): OFFER: MOSES KOTANE LM

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **TENDER No: RFP355/2022 [PART D]: Development / updating of the Roads and Stormwater Master Plan of City of Moses Kotane Local Municipality.**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider 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:

{Rand} .....  
..... (in words);  
{R} ..... (in figures).

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 service provider in the conditions of contract identified in the contract data.

Signature .....

Name .....

Capacity .....


#### For the tenderer

Name of Tenderer .....

Address of Tenderer) .....

Name of witness .....

Signature of witness ..... Date .....

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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## C1.1 FORM OF OFFER AND ACCEPTANCE (Continued)

### C1.1.2 (PART D): ACCEPTANCE: MOSES KOTANE LM

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents (e.g. Letter of Appointment issued by the Employer to the Tenderer) or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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 representative (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working 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 .....

Name .....


Capacity .....

**for the  
Employer**      **Development Bank of Southern Africa Limited**  
**1258 Lever Road, Headway Hill,**  
**Midrand, Gauteng Province**

Name of witness .....

Signature of witness .....

Date .....

	The Tender	Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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**Schedule of Deviations:** **No Deviations are allowed in this Tender**

1 Subject .....

Details .....
  
.....
  
.....
  
.....

2 Subject .....

Details .....
  
.....
  
.....
  
.....

3 Subject .....

Details .....
  
.....
  
.....
  
.....

Please note that no Deviations are allowed in this Tender and this schedule should NOT be completed.

4 Subject .....


Details .....
  
.....
  
.....
  
.....

5 Subject .....

Details .....
  
.....
  
.....
  
.....

By the duly authorised representatives signing this agreement, 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 returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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**For the Tenderer:**

Signature(s) .....

Name(s) .....

Capacity .....

Name of Tenderer .....

Address of Tenderer .....

Name of witness .....

Signature of witness ..... Date .....

**For the Employer:**

Signature(s) .....  
.....

Name(s) .....

Capacity .....


Name of Employer: **Development Bank of Southern Africa Limited**

Address of Employer 1258 Lever Road, Headway Hill, Midrand, Gauteng Province

Name of witness .....

Signature of witness ..... Date .....

**Please note that no Deviations are allowed in this Tender and this schedule should NOT be completed.**

	The Tender	Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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## C1.2 CONTRACT DATA

### Part 1: Contract Data provided by the Employer

#### GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the **CIDB's Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015)**, as published by the Construction Industry Development Board.

Copies of these General Conditions of Contract may be obtained from the Construction Industry Development Board's website [www.cidb.org.za](http://www.cidb.org.za). Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer.

The pro-forma attached to the Standard Professional Services Contract (July 2009) on pages 17 to 24 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

#### CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

##### Clause 1:

*Add the following to the definition of **Employer**:*

The **Employer** is the **Development Bank of Southern Africa Limited**

*The definition of **Project**:*


The project is the **Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality respectively.**

*Add the following to the definition of **Period of Performance**:*

The period of performance is **nine (9) months.**

*Add the following to the definition of **Service Provider**:*

The contracting party may also be a consortium/joint venture contracting as a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable. In terms of this definition, the words consortium and joint venture shall be regarded as synonymous.

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Updating and Development of the Roads and Stormwater Master Plan (RSWMP) of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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Add the following to the definition of **Start Date**:

The **Start Date** is the date when the Tenderer/Service Provider is introduced by the Employer to the respective municipalities (City of Matlosana Local Municipality, Midvaal Local Municipality, Msunduzi Local Municipality and Tswelopele Local Municipality).

**Clause 3.4 and Clause 4.3.2:**

Add the following:

The authorized and designated representative of the Employer is: **Ms. Catherine Koffman: Development Bank of Southern Africa (DBSA)**

The address for receipt of communications is:

Telephone: (011)3133911.....  
Facsimile: (011)206 3609.....  
E-mail: CatherineK@dbsa.org.....  
Postal Address: P. O. Box 1234, Halfway House 1685  
.....  
Physical Address: 1258 Lever Road, .....  
Headway Hill, Midrand.....  
Gauteng Province.....  
.....

**Clause 3.5:**

Add the following:

The location(s) for the performance of the services on the Project will be respective municipal offices of City of Matlosana Local Municipality, Midvaal Local Municipality, Msunduzi Local Municipality and Tswelopele Local Municipality, their respective municipal areas, the Offices of the DBSA, and the Offices of the Tenderer.

**Clause 3.9.1 and Clause 3.9.2:**

Add the following:

The Service Provider shall not be entitled to apply to the Employer for an upward change (increase) in the Contract Price during the Period of Performance. Any changes to the Period of Performance that are granted by the Employer shall be without additional costs, as these changes shall be granted without any increase in the Contract Price.

**Clause 3.9.3**

Add the following:

The time-based fees (hourly rates) as stated in the Pricing Data are only applicable for additional Services requested and approved by the Employer, which were not part of the initial Services stipulated in the Scope of Work.

**Clause 3.12.1**


Add the following:

The daily penalty is 0.37% of the Contract Price up to a maximum amount of 100% of the Contract Price shall apply.

**Clause 3.15.1:**

Add the following:

The programme shall be submitted within 7 days of receipt by the Employer of the Service Provider's signed acceptance of the Employer's letter of the Service Provider's appointment and the contents thereof.

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**Clause 3.16.2:**

*Add the following:*

The indices are those contained in Table A of the P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa.

**Clause 4.7**

*Add the following:*

For payment purposes, refer to Part C2.1: Pricing Assumptions for the basis and assumptions on the pricing and on the basis of payment.

Insert:

Payment to the Service Provider shall be upon the completion of the following:

- The achievement (completion) of specific deliverables associated with the provision of the respective required services.
- Sign off (approval and acceptance) of the completed deliverables by the Project Steering Committee (PSC) established between the Employer and the supported Municipality on the project.
- Sign off by the supported Municipality's authorized representative, of the Employer's Disbursement Claim Form.
- Submission by the Service Provider to the Employer of the relevant invoice together with the above items of supporting and approval documentation.

Any payment made to the Service Provider shall remain due and refundable to the Employer on first demand in the event Service Provider is unable to pay for services rendered to other service providers on behalf of the Employer, the contract has come to an end, and or there was an over claim and payment failing which the Employer shall be entitled to withhold any payments due to the service provider.

**Clause 5.4.1:**

*Add the following:*

The Service Provider is required to take out, and maintain, for the full duration of the performance of this contract, the following insurance cover:

1. **Professional Indemnity Insurance** providing cover in an amount of not less than **R5 million** in respect of each and every claim during the period of insurance.
2. **Public Liability Insurance** with a limit of indemnity of not less than **R10 million** for any single claim, the number of claims to be unlimited during the contract period.
3. **Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act, Act No 130 of 1993.**

And shall provide proof of insurance with its tender submission and or within seven (7) days of the Letter of Appointment.

The Service Provider shall ensure that any contractor and subcontractors engaged in construction activities shall, in addition to the Public Liability and COID Act Insurances as described above, also take out and maintain contractors all risks insurance to the value of the work being undertaken plus 10%.


**Clause 5.5:**

*Add the following:*

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

1. Replacing any of the key personnel listed at the time of tender
2. Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract
3. The issuing of notices to contractors in relation to extensions of time, the cancellation of the contract between the Employer and a contractor, and instructions to contractors requiring significant scope changes, removal of work or which may increase the contract price of such contract
4. Appointing Subcontractors (i.e. Sub-Consultants) for the performance of any part of the Services



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**Clause 7.2:**

**7.2.1** The Service Provider is required to provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule located in contract data Part C1.2.

**Clause 8.1:**

*Add the following:*

The Service Provider is to commence the performance of the Services on the **Start Date** defined above.

**Clause 8.4.1:**

*Add the following:*

Upon termination the Service Provider shall compile and submit to the Employer within 30 days but before final payment is made, a schedule of all documents and records, permits, reports, recordings relevant to the scope of service in the whole including a detailed *close out report* in the format required by the Employer incorporating but not limited to records of work done, suppliers' warranties and guarantees, subcontractors details, outstanding and or remaining work Inclusive of the Final Account based on work done and work still to be completed as per the approved scope of work.

**Clause 8.4.3(c):**

*Add the following:*

The period of suspension under Clause 8.5 is not to exceed 2 months.

**Clause 8.4.4:**

*Add the following:*

The Service Provider's remuneration and reimbursement shall be subject the Service Provider submitting to the Employer within 30 days but before a final payment is made, a schedule of all documents and records, permits, reports, recording relevant to the scope of service in the whole including a detailed *close out report* in the format required by the Employer incorporating but not limited to records of work done, suppliers' warranties and guarantees, subcontractors details, outstanding and or remaining work.

**Clause 9.1:**

*Add the following:*

Copyright of documents prepared for the project and which has been paid for by the Employer shall be vested with the **Employer** and the Service Provider shall take all steps necessary to obtain such rights for the Employer at no extra cost to the Employer

**Clause 9.3:**

This clause is to be deleted.

**Clause 11.1:**

*Add the following:*

A Service Provider may not subcontract any work which he has the skills and competency to perform, unless he/she has the Employer's prior written approval and may not subcontract more than 30% of the value of the professional fees relating to the full scope of service.

**The Service Provider may be requested (or required) to procure additional specialist consultants and a recommendation of such appointment will be defined by submission of detailed scope of work to be done, program and three quotations or procurement method prescribed by the Employer.**

**Clause 12.1.2:**

*Add the following:*

Interim settlement of disputes is to be by **mediation**.

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**Clause 12.2.1:**

*Add the following:*

In the event that the parties fail to agree on a mediator, the mediator is nominated by the Deputy Director-General: Inter-Governmental Fiscal Relations, Department of National Treasury.

**Clause 12.2.4:**

*Add the following:*

Final settlement is by **arbitration**. In the event the Parties fail to appoint an arbitrator by agreement, the president or his nominee from the Association of Arbitrators Southern Africa shall appoint an arbitrator.

**Clause 14.2**

*Replace Clause 14.2 with the following:*

Amounts due to the Service Provider shall, as far as practicable, be paid by the Employer within thirty (30) Days of receipt by the Employer of the correct invoice with the relevant substantiation of work (deliverables) completed. The Employer shall take all reasonable, effective and efficient steps to pay the amounts due to the Service Provider within 30 days. No interest shall accrue on unpaid amounts beyond the 30 days on the invoices submitted by the Service Provider to the Employer.

Notwithstanding the above, should the Service Provider's tax clearance certificate expire during the contract period, and or the Service Provider fail to provide the service to the satisfaction of the Employer and or fail to carry a legal and proper instruction of the Employer, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer or the Employer's requirement have been met.

*Add the following new Clause after Clause 14.4:*

**Clause 14.5: Tax Invoices**


Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

The Service Provider shall provide a tax invoice (VAT invoice) which shall be included with each account delivered to the Employer in terms of Clause 14. Failure by the Servicer Provider to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

**Clause 15:**

*Add the following:*

The interest rate will be the prime interest rate of the Employer's Bank at the time the amount is due.

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## C1.2 CONTRACT DATA [Continued]

### Part 2: Data provided by the Service Provider

**Clause 1.** The Service Provider is: .....

.....

Postal Address: .....

Physical Address: .....

.....

Telephone: .....

Facsimile: .....

**Clause 5.3.** The authorized and designated representative of the Service Provider is:

Name: .....

The address for receipt of communication is:


Address: .....

Telephone: .....

Facsimile: .....

**Clause 5.5 and Clause 7.1.2.** The Service Provider's Key Persons / Experts and their jobs /functions in relation to the Services are:

NAME OF KEY PERSON / EXPERT	POSITION IN SERVICE PROVIDER'S TEAM	SPECIFIC DUTIES
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		


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**Clause 7.2.1.** The Service Provider's Personnel Schedule is as outlined in the Table below *(Additional copies of this table can be used if necessary):*

NAME	TITLE / POSITION	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT ON THE SERVICES (weeks)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

SIGNED ON BEHALF OF TENDERER \_\_\_\_\_

DATE \_\_\_\_\_

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### **C1.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

#### **HEALTH, SAFETY AND ENVIRONMENTAL AGREEMENT BETWEEN EMPLOYER AND A PROFESSIONAL SERVICE PROVIDERS**

Person responsible for this contract:

.....

Contract Number:

\_\_\_\_\_

#### **WRITTEN AGREEMENT BETWEEN**

**DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED ("DBSA")**

.....

**EMPLOYER**

**AND**

.....


**Professional Service Providers (hereinafter referred to as "the Mandatory")**

**AS ENVISAGED BY SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993, AS AMENDED.**

#### **C1.3.1 Agreement**

I ..... (name) representing  
..... **(Company) (Mandatory)** do hereby acknowledge that  
..... **(Mandatory name)** is an employer in its own right with  
duties as prescribed in the Occupational Health and Safety Act No (85 of 1993, as amended) and I  
agree to ensure that all work will be performed, or machinery and plant used in accordance with the  
provisions of the said Act. I furthermore agree to comply with all other relevant Acts while providing a  
service to the **DBSA** (Employer).

I acknowledge having received the necessary induction/training regarding the rules and regulations of  
SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993, AS  
AMENDED and those of **DBSA** (Employer) I will ensure that all Contractors and Sub-contractors are

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properly informed and adhere to all the rules and regulations and relevant legislation while on the premises. I will liaise with the person responsible, should I, for whatever reason, not be able to complete the task/project or perform in the terms of this agreement.

My company is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational and Diseases Act, 1993 (Act No. 130 of 1993). My registration number is.....

We/I also agree that; the **Mandatory**, by their signatures hereto, do unreservedly and irrevocably indemnify **DBSA** (Employer) and hold it harmless against all the clause demands, actions, clauses of actions and suits at law, which may be made or instituted against it for:

- any death, injury or incident to the Mandatory's Consortium, Consultant and/or Sub-consultant, Contractor, Sub-contractor and/or their employees or any agent customer or visitor of the Contractor;
- any damage caused to property of the **Mandatory**, Contractor, Sub-contractor, and/or their employees or any agent customer or visitor of the Contractor, including any loss of such property from whatsoever, while on the premises; and
- any claims resulting from non-compliance with legislation.

#### **C1.3.2 Reporting**


The Mandatory and/or his designated person, appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act"), shall report to the Risk Control Manager and/or a representative designated by the Employer prior to commencing the work at the premises.

#### **C1.3.3 Warranty of compliance**

In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.

The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employees are to perform on the premises shall be the obligation of the Mandatory.

The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of the

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said agreement, the Mandatory shall ensure that the clauses as hereunder described, are at all times adhered to by himself and his employees.

The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of any of his employees while they are on the Employer's premises.

#### **C1.3.4 Mandatory an employer**

The Mandatory shall be deemed to be an employer in his own right while on the locations for the performance of the services on the Project. In terms of Section 16(1) of the OHS Act, the Mandatory shall accordingly ensure that the requirements of the OHS Act are complied with by himself and/or his nominated Chief Executive Officer.

#### **C1.3.5 Appointments and training**

The Mandatory shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions that are pertinent to the work that is to be performed under his responsibility. Copies of any appointments made by the Mandatory shall immediately be provided to the Employer.


The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the associated locations for the performance of the services on the Project. Without derogating from the foregoing, the Mandatory shall, in particular, ensure that all his users of any materials or operators of any machinery or equipment are properly trained in the use of such materials, machinery or equipment.

Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

#### **C1.3.6 Supervision, discipline and reporting**

The Mandatory shall ensure that all work performed on the various locations for the performance of the services on the Project is done under strict supervision and that no unsafe or unhealthy work-practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee, with any health and safety matters.

The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports

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these to the Employer and/or his representative.

#### **C1.3.7 Access to the OHS Act**

The Mandatory shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees. However the parties may make arrangements for the Mandatory and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

#### **C1.3.8 Cooperation**

The Mandatory and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative makes inquiries into occupational health and safety issues concerning the Mandatory. It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.

Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment

#### **C1.3.9 Work procedures**

The Mandatory shall be entitled to utilize the procedures, guidelines and other documentation as used by the Employer for the purposes of ensuring a healthy and safe working environment. The Mandatory shall then ensure that his responsible persons and employees are familiar with and utilize the documents.


The Mandatory shall implement safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with, and adhere to, such safe work practices.

The Mandatory shall ensure that work for which a permit is required by the Employer is not performed by his employees prior to the obtaining of such a permit.

#### **C1.3.10 Health and safety meetings**

If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required and at least once every three (3) months. The Employer may elect to permit the Mandatory's health and safety representatives to attend the Employer's health and safety committee meetings.



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#### **C1.3.11 Compensation registration**

The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The Mandatory shall further ensure that the cover shall remain in force while any such employee is present on the premises.

#### **C1.3.12 Medical examinations**

The Mandatory shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

#### **C1.3.13 Incident reporting and investigation**

All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatory to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.

The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such an incident.

#### **C1.3.14 Sub-contractors**

The Mandatory shall notify the Employer of any sub-contractor he may wish to perform work at the locations for the performance of the services on the Project. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

1. The Mandatory shall ensure that training, as discussed under appointments and training, is provided prior to the subcontractor commencing work at the locations for the performance of the services on the Project.
2. The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline.
3. The Mandatory shall inform the Employer of any Health and Safety hazard and/or issue that the subcontractor may have brought to his attention.
4. The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs at the locations for the performance of the services on the Project.

#### **C1.3.15 Security and access**

The Mandatory and his employees shall enter and leave the Employer's or supported Municipality's premises only through the main gate(s) and/or checkpoint(s) designated by the Employer or by the supported Municipality. The Mandatory shall ensure that employees observe the security rules of the Employer and those of the supported Municipality at all times and shall not permit any person who is not directly associated with the work to enter the Employer's or supported Municipality's premises.

The Mandatory and his employees shall not enter any area of the Employer's or supported Municipality's premises that are not directly associated with the work.

The Mandatory shall ensure that all materials, machinery or equipment brought by himself onto the Employer's or supported Municipality's premises are recorded at the main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by the Employer or supported Municipality to allow the materials, machinery or equipment to be removed from the premises.

#### **C1.3.16 Fire precautions and facilities**

The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed at the locations for the performance of the services on the Project, save that the parties may mutually make arrangements for the provision of such facilities.

The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.


#### **C1.3.17 Hygiene and cleanliness**

The Mandatory shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

#### **C1.3.18 No nuisance**

The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer, supported Municipality and/or their surroundings.

The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, supported Municipality, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.

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#### **C1.3.19 Intoxication not allowed**

No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as of the potential side-effects of the medication.

#### **C1.3.20 Personal protective equipment**

The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform in accordance with the requirements of General Safety Regulation 2(1) of the OHS Act. The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

#### **C1.3.21 Plant, machinery and equipment**

The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are of sound order at all times and fit for the purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.


#### **C1.3.22 No usage of the Employer's equipment**

The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer's or of the supported Municipality, unless the prior written consent of the Employer or supported Municipality has been obtained, in which case the Mandatory shall ensure that only those persons authorized to make use of same, have access thereto.

#### **C1.3.23 Transport**

The Mandatory shall ensure that all road vehicles used at the locations for the performance of the services on the Project are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and no vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.

In the event that any hazardous substances are to be transported at, or to, the locations for the performance of the services on the Project, the Mandatory shall ensure that the requirements of the

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Hazardous Chemical Substances Act 15 of 1973 are complied with at all times.

#### **C1.3.24 Clarification**

In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Risk Control Manager of the Employer.

#### **C1.3.25 Duration of agreement**

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or while any of the Mandatory's workmen are present on the Employer's or supported Municipality's premises, or at the locations for the performance of the services on the Project.

#### **C1.3.26 Headings**

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in themselves or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

<b>Confirmation and Acceptance</b>	<b>Initials</b>
I _____ confirm that I have read and understood the appointment as set out above.	
I _____ confirm that I have read and understood the appendices and confirm my intention to comply with all the legal requirements.	
I _____ confirm my acceptance and understanding of the assigned responsibilities and duties involved.	
I _____ confirm that I have received training in the assigned responsibilities and duties required of me.	

THUS AGREED TO AND SIGNED AT \_\_\_\_\_ on this the \_\_\_\_\_ day  
of \_\_\_\_\_ **2022**, in the presence of the undersigned witness:


Signature \_\_\_\_\_

Date \_\_\_\_\_

Witness Name \_\_\_\_\_

Signature \_\_\_\_\_

**Signed on behalf of ..... (Mandatory / Professional Service Provider)**

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THUS AGREED TO AND SIGNED AT \_\_\_\_\_ on this the \_\_\_\_\_ day

of \_\_\_\_\_ **2022**, in the presence of the undersigned witness:


Signature \_\_\_\_\_

Date \_\_\_\_\_

Witness Name \_\_\_\_\_

Signature \_\_\_\_\_

**Signed on behalf of DEVELOPMENT BANK OF SOUTHERN AFRICA LIMITED (DBSA)**  
**(Employer)**

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## Part C2: Pricing Data

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## **C2.1 PRICING ASSUMPTIONS**


### **GENERAL ASSUMPTIONS**

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

1. The short descriptions given in the schedules below are brief descriptions used to identify the services and related cost items for which prices are required. Detailed descriptions of the services to be priced are provided in the Scope of Work (Part C3.1 of this document) and the relevant statutory body.
2. The bidder must price for the full scope of services as stipulated in Part C.3 SCOPE OF WORK.
3. For the purpose of the service or cost item, the following words shall have the meanings hereby assigned to them:


<b>WORD</b>	<b>MEANING</b>
Unit	The unit of measurement for each item of work.
Quantity	The number of units of work for each item.
Rate	The agreed payment per unit of measurement
Amount	The product of the quantity and the agreed rate for an item
Sum	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Professional Fee	The agreed fee for a service, the extent of which is described in the Scope of Work.

4. A rate, sum, professional fee and/or price as applicable, is to be entered against each item in the schedules. An item against which no price is entered will be considered to be covered by the other prices or rates in the relevant Table of Quantities.
5. The rates, sums, professional fees and prices in the schedules are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data and in the Scope of Work, as well as overhead charges and profit.
6. Where quantities are given in the Table of Quantities, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Table of Quantities. In respect of time-based services, the allocation of staff must be agreed with the employer before such services are rendered.
7. Tendered time-based fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. Tenderers are to note that apart from the stated adjustment to the time-based fees, there will be no adjustment in the tendered professional fees and/or other rates tendered during the initial term of the contract. If the successful tenderer is given any extension with respect to their appointment term, the tendered time-based fees shall be adjusted for the extension with respect to their appointment term, in terms of Clause 3.16 of the Standard Professional Services Contract and shall **not** revert automatically to the recommended prevailing time-based fees contained the various gazettes and notices of the relevant respective professional bodies.


	<p style="text-align: center;"><b>The Tender</b></p>	<p><b>Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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8. Tenderers are to carefully note that only those recoverable expenses listed in the schedules will be reimbursed to the Service Provider.
9. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
10. The per kilometre rate for the reimbursement of travel expenses shall be limited to the kilometre rates published by the Department of Public Works from time to time for vehicles with engine capacities of various capacities but not exceeding the maximum of 2500cc for the purpose of this contract. If 4x4 vehicles or other vehicles exceeding 2500cc are required due to accessibility or poor road conditions, the applicable rate needs to be agreed between the Service Provider and the Employer upfront before trips are undertaken. **The prices tendered in Schedule C2.2.2 should be on the basis of a vehicle with 2500cc engine capacity**
11. **Scope Variation by the Employer:** While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or professional fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to a pro-rata payment for all services carried out in terms of any adjustment to the Scope of Works or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the CIDB Professional Services contract.
12. **Limitation to Hourly Rates and Professional Fees:** The hourly rates and professional fees of Experts that are used by the Tenderer to provide the services shall not exceed the hourly rates and professional fees applicable for professionals in the respective disciplines as stipulated by the relevant Government Gazette in the various Guidelines to Scope of Services and Tariffs of Fees for the various disciplines. **The bidder must price for normal services as contained in the various Guidelines to Scope of Services and Tariffs of Fees for the various disciplines. The fees shall be calculated on a time and cost basis after factoring in all the resources to be applied to the projects tasks and activities, and then reduced by any applicable discounts.**
13. **Professional / Technical Services Fees:** These are to be based on a realistic estimate of the cost of all the services required to achieve all the specific deliverables listed in the Scope of Work. The professional fees are to be completed in the schedules of this section. The completed schedules are to be completed and returned with the tender proposals. Tenderers are to attach a breakdown of the total proposed fee per deliverable to the relevant page (schedule). The breakdown is to clearly indicate the scope of work or key deliverables, the elements of the scope of work, the resources applied, the estimated duration and rates of the applied resources for each element of the scope of work. The elements of the scope of work or key deliverable are outlined in section C3.1 of this tender document.
14. **Operational Expenses (Accommodation):** These expenses are not to be priced separately but are to be included in the overall operational costs per section 17 below.
15. **Operational Expenses (Subsistence Expenses):** These expenses are not to be priced separately but are to be included in the overall operational costs per section 17 below.
16. **Operational Expenses (Printing /Copying Expenses):** Where applicable (see section 9 above), these expenses shall be reimbursed based on the actual expenses incurred, plus an adjustment. Service Providers are required to indicate a preferred adjustment rate to the printing / copying expenses in the priced schedules to be returned with the proposal.




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17. **Combination and Fixing of travelling, printing, binding and copying costs into Operational Costs:** For the purpose of this tender, the operational expenses for travelling, accommodation, subsistence, printing, binding and copying (where applicable), have been combined and must never exceed a maximum of **5%** of the relevant professional fees applicable to the project deliverable or project phase.
18. **Payment is for specific completed deliverables:** In line with Clause 4.7 of the Contract Data (Part C1.2), the Service Providers will be appointed on a specific scope of work and will be compensated upon the achievement (completion) of specific deliverables. The pricing schedules in Part C2.2 of this document have been aligned to the specific deliverables expected from the Service Providers.
19. **Fixed Price Contract per Municipality:** This assignment will be based on a lump sum (fixed price) contract in (ZAR) Rands. Bidders are required to price total contract price using the tables (scheduled) in the next page. Once the offer of the Tenderer is accepted by the Employer, the overall project budget is fixed and must not be exceeded under any circumstances whatsoever.

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### C2.2.1 TIME-BASED FEES OF DESIGNATED KEY PROFESSIONALS / EXPERTS

ID	KEY RESOURCE / EXPERT	No.	HOURLY RATE FOR SERVICES (Excl. VAT) (RAND/HR)	DISCOUNT TO HOURLY RATE (%)	NET HOURLY RATE OF KEY PROFESSIONAL (Excl. VAT) (RAND/HR)
1	Project Manager and Team Leader: Civil Engineering	1			
2	Civil Engineer: Roads and Storm Water Infrastructure Planning.	1			
3	Civil Engineer: Infrastructure Asset Management.	1			
4	Development Planner (Municipal Spatial Planning)	1			
5	Financial Analyst / Infrastructure Investment Analyst	1			
6	Geo-Information Science (GISc) Expert	1			
7	Environmental Management Practitioner	1			
<b>TOTAL</b>		<b>7</b>			


	The Tender	Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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## C2.2.2 [PART A] PRICING DATA: DEVELOPMENT OF THE ROADS AND STORMWATER MASTER PLAN (RSWMP) OF MIDVAAL LM


The detailed description of the scope of work or key deliverable are outlined in section C.3.1.4 of this tender document.

Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work for RSWMP update is **nine (9) months**.


ID	SCOPE OF WORK / KEY DELIVERABLE(S) - <i>Refer to Section C.3.1.4 of Part C3: Scope of Work</i>	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT)  (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT)  (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT)  (Rand)
1	STAKEHOLDER ENGAGEMENT AND ESTABLISHMENT OF THE RSWMPWORK TEAM AND PROJECT STEERING COMMITTEE (PSC) a) Project Implementation Plan (PIP) b) Project Inception Report (PIR) in the framework issued by the DBSA.	Approved PIP and PIR			
2(A)	EXISTING SITUATION ASSESSMENT (UNDERSTANDING THE STATUS QUO):	Approved Report which must include the updated Asset Register, raw survey data, updated Asset Management Plan.			

	The Tender	Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1.4 of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
2(B)	<u>PROVISIONAL SUM:</u> FOR THE DIGITIZATION OF ALL HARD-COPY "AS-BUILT" DATA TO BOTH AUTOCAD AND PDF FORMATS	Digitized "As-Built" Data to both AutoCAD, PDF and GIS Formats. All "As-built" data to be linked to GIS.	N/A	N/A	R150,000.00
3	FUTURE ROADS AND STORMWATER DEMAND ASSESSMENT	Approved Report.			
4	INSTITUTIONAL ARRANGEMENTS AND REQUIRED AUTHORIZATIONS	Approved Report			
5	PROJECT PRIORITIZATION AND COST ESTIMATES (EXISTING AND FUTURE)	Approved Report			
6	FUNDING AND IMPLEMENTATION ARRANGEMENTS	Approved Report			
7	RISK MANAGEMENT	Approved Report			

	The Tender	Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1.4 of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
8	ROADS AND STORMWATER SERVICES MASTER PLAN WITH ANNEXURES, CHARTS, GRAPHS, MAPS, GIS SHAPE FILES, AND HYDRAULIC ANALYSIS AND SIMULATION SOFTWARE INPUT AND OUTPUT FILES	Approved Report			
9	SUPPORT FOR THE ADOPTION OF THE ROADS AND STORM WATER MASTERPLAN BY THE MUNICIPAL COUNCIL	<ul style="list-style-type: none"> <li>Council Resolution on adoption of RSWMP.</li> <li>Letter of confirmation of project completion to DBSA</li> </ul>			
10	REGISTRATION OF THREE (3X) IDENTIFIED AND PRIORITIZED PROJECTS WITH MIG	MIG Notice of Registration (NOR)			
11	PROJECT CLOSEOUT REPORT	Project Closeout Report in format			


	The Tender	Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1.4 of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
		provided by the DBSA			
12	TOTAL FEES AND OPERATIONAL COSTS (Excl. VAT) FOR DEVELOPMENT / UPDATING OF THE ROADS AND STORMWATER (RSWMP) OF MIDVAAL LM CARRIED FORWARD TO OVERALL COST SUMMARY IN SCHEDULE C2.2.4 [PART A]				


#### C2.2.2 [PART B] PRICING DATA: DEVELOPMENT OF THE ROADS AND STORMWATER MASTER PLAN (RSWMP) OF TSWELOPELE LM

The detailed description of the scope of work or key deliverable are outlined in section C.3.1.4 of this tender document.

Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work for RSWMP update is **nine (9) months**.


	The Tender	Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1.4 of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
1	STAKEHOLDER ENGAGEMENT AND ESTABLISHMENT OF THE RSWMP WORK TEAM AND PROJECT STEERING COMMITTEE (PSC) c) Project Implementation Plan (PIP) d) Project Inception Report (PIR) in the framework issued by the DBSA.	Approved PIP and PIR			
2(A)	EXISTING SITUATION ASSESSMENT (UNDERSTANDING THE STATUS QUO):	Approved Report which must include the updated Asset Register, raw survey data, updated Asset Management Plan.			
2(B)	PROVISIONAL SUM: FOR THE DIGITIZATION OF ALL HARD-COPY "AS-BUILT" DATA TO BOTH AUTOCAD AND PDF FORMATS	Digitized "As-Built" Data to both AutoCAD, PDF and GIS Formats. All "As-built" data to be linked to GIS.	N/A	N/A	R150,000.00


	The Tender	Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1.4 of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
3	FUTURE ROADS AND STORMWATER DEMAND ASSESSMENT	Approved Report.			
4	INSTITUTIONAL ARRANGEMENTS AND REQUIRED AUTHORIZATIONS	Approved Report			
5	PROJECT PRIORITIZATION AND COST ESTIMATES (EXISTING AND FUTURE)	Approved Report			
6	FUNDING AND IMPLEMENTATION ARRANGEMENTS	Approved Report			
7	RISK MANAGEMENT	Approved Report			
8	ROADS AND STORMWATER SERVICES MASTER PLAN WITH ANNEXURES, CHARTS, GRAPHS, MAPS, GIS SHAPE FILES, AND HYDRAULIC	Approved Report			



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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1.4 of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
	ANALYSIS AND SIMULATION SOFTWARE INPUT AND OUTPUT FILES				
9	SUPPORT FOR THE ADOPTION OF THE <b>ROADS AND STORM WATER MASTERPLAN</b> BY THE MUNICIPAL COUNCIL	<ul style="list-style-type: none"> <li>Council Resolution on adoption of RSWMP.</li> <li>Letter of confirmation of project completion to DBSA</li> </ul>			
10	REGISTRATION OF THREE (3X) IDENTIFIED AND PRIORITIZED PROJECTS WITH MIG	MIG Notice of Registration (NOR)			
11	PROJECT CLOSEOUT REPORT	Project Closeout Report in format provided by the DBSA			
12	<b>TOTAL FEES AND OPERATIONAL COSTS (Excl. VAT) FOR DEVELOPMENT / UPDATING OF THE ROADS AND MASTER PLAN (RSWMP) OF</b>				


	The Tender	Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1.4 of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
	TSWELOPELE LM CARRIED FORWARD TO OVERALL COST SUMMARY IN SCHEDULE C2.2.4 [PART B]				


#### C2.2.2 [PART C] PRICING DATA: DEVELOPMENT OF THE ROADS AND STORMWATER MASTER PLAN (RSWMP) OF MSUNDUZI LM

The detailed description of the scope of work or key deliverable are outlined in section C.3.1.4 of this tender document.


Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work for RSWMP update is **nine (9) months**.

	The Tender	Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1.4 of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
1	STAKEHOLDER ENGAGEMENT AND ESTABLISHMENT OF THE RSWMP WORK TEAM AND PROJECT STEERING COMMITTEE (PSC) e) Project Implementation Plan (PIP) f) Project Inception Report (PIR) in the framework issued by the DBSA.	Approved PIP and PIR			
2(A)	EXISTING SITUATION ASSESSMENT (UNDERSTANDING THE STATUS QUO):	Approved Report which must include the updated Asset Register, raw survey data, updated Asset Management Plan.			
2(B)	PROVISIONAL SUM: FOR THE DIGITIZATION OF ALL HARD-COPY "AS-BUILT" DATA TO BOTH AUTOCAD AND PDF FORMATS	Digitized "As-Built" Data to both AutoCAD, PDF and GIS Formats. All "As-built" data to be linked to GIS.	N/A	N/A	R150,000.00

	The Tender	Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1.4 of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
3	FUTURE ROADS AND STORMWATER DEMAND ASSESSMENT	Approved Report.			
4	INSTITUTIONAL ARRANGEMENTS AND REQUIRED AUTHORIZATIONS	Approved Report			
5	PROJECT PRIORITIZATION AND COST ESTIMATES (EXISTING AND FUTURE)	Approved Report			
6	FUNDING AND IMPLEMENTATION ARRANGEMENTS	Approved Report			
7	RISK MANAGEMENT	Approved Report			
8	ROADS AND STORMWATER SERVICES MASTER PLAN WITH ANNEXURES, CHARTS, GRAPHS, MAPS, GIS SHAPE FILES, AND HYDRAULIC	Approved Report			

	The Tender	Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1.4 of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
	ANALYSIS AND SIMULATION SOFTWARE INPUT AND OUTPUT FILES				
9	SUPPORT FOR THE ADOPTION OF THE ROADS AND STORMWATER MASTER PLAN BY THE MUNICIPAL COUNCIL	<ul style="list-style-type: none"> <li>Council Resolution on adoption of RSWMP.</li> <li>Letter of confirmation of project completion to DBSA</li> </ul>			
10	REGISTRATION OF THREE (3X) IDENTIFIED AND PRIORITIZED PROJECTS WITH MIG	MIG Notice of Registration (NOR)			
11	PROJECT CLOSEOUT REPORT	Project Closeout Report in format provided by the DBSA			
12	<b>TOTAL FEES AND OPERATIONAL COSTS (Excl. VAT) FOR DEVELOPMENT / UPDATING OF THE ROADS AND STORMWATER PLAN (RSWMP) OF</b>				


	The Tender	Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1.4 of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
	MSUNDUZI LM CARRIED FORWARD TO OVERALL COST SUMMARY IN SCHEDULE C2.2.4 [PART C]				


#### C2.2.2 [PART D] PRICING DATA: DEVELOPMENT OF THE ROADS AND STORMWATER MASTER PLAN (RSWMP) OF MOSES KOTANE LM

The detailed description of the scope of work or key deliverable are outlined in section C.3.1.4 of this tender document.

Please Note: The maximum duration for the completion of all Key Deliverables in the Scope of Work for RSWMP update is **nine (9) months**.


	The Tender	Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1.4 of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
1	STAKEHOLDER ENGAGEMENT AND ESTABLISHMENT OF THE RSWMP WORK TEAM AND PROJECT STEERING COMMITTEE (PSC) g) Project Implementation Plan (PIP) h) Project Inception Report (PIR) in the framework issued by the DBSA.	Approved PIP and PIR			
2(A)	EXISTING SITUATION ASSESSMENT (UNDERSTANDING THE STATUS QUO):	Approved Report which must include the updated Asset Register, raw survey data, updated Asset Management Plan.			
2(B)	PROVISIONAL SUM: FOR THE DIGITIZATION OF ALL HARD-COPY "AS-BUILT" DATA TO BOTH AUTOCAD AND PDF FORMATS	Digitized "As-Built" Data to both AutoCAD, PDF and GIS Formats. All "As-built" data to be linked to GIS.	N/A	N/A	R150,000.00


	The Tender	Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1.4 of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
3	FUTURE ROADS AND STORMWATER DEMAND ASSESSMENT	Approved Report.			
4	INSTITUTIONAL ARRANGEMENTS AND REQUIRED AUTHORIZATIONS	Approved Report			
5	PROJECT PRIORITIZATION AND COST ESTIMATES (EXISTING AND FUTURE)	Approved Report			
6	FUNDING AND IMPLEMENTATION ARRANGEMENTS	Approved Report			
7	RISK MANAGEMENT	Approved Report			
8	ROADS AND STORMWATER SERVICES MASTER PLAN WITH ANNEXURES, CHARTS, GRAPHS, MAPS, GIS SHAPE FILES, AND HYDRAULIC	Approved Report			




	The Tender	Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1.4 of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT) (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT) (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT) (Rand)
	ANALYSIS AND SIMULATION SOFTWARE INPUT AND OUTPUT FILES				
9	SUPPORT FOR THE ADOPTION OF THE ROADS AND STORMWATER SERVICES MASTER PLAN BY THE MUNICIPAL COUNCIL	<ul style="list-style-type: none"> <li>Council Resolution on adoption of RSWMP.</li> <li>Letter of confirmation of project completion to DBSA</li> </ul>			
10	REGISTRATION OF THREE (3X) IDENTIFIED AND PRIORITIZED PROJECTS WITH MIG	MIG Notice of Registration (NOR)			
11	PROJECT CLOSEOUT REPORT	Project Closeout Report in format provided by the DBSA			
12	<b>TOTAL FEES AND OPERATIONAL COSTS (Excl. VAT) FOR DEVELOPMENT / UPDATING OF THE ROADS AND STORMWATER MASTER PLAN</b>				

	The Tender	Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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ID	SCOPE OF WORK / KEY DELIVERABLE(S) - Refer to Section C.3.1.4 of Part C3: Scope of Work	PAYMENT MILESTONE	PROPOSED PROFESSIONAL FEES (Excl. VAT)  (Rand)	OPERATIONAL COSTS @ 5% OF PROFESSIONAL FEES (Excl. VAT)  (Rand)	TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR SCOPE OF WORK (Excl. VAT)  (Rand)
	(RSWMP) OF MOSES KOTANE LM CARRIED FORWARD TO OVERALL COST SUMMARY IN SCHEDULE C2.2.4 [PART D]				

	The Tender	Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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**C2.2.4 PRICING DATA: OVERALL COST SUMMARY: DEVELOPMENT OF THE ROADS AND STORMWATER MASTER PLAN OF MIDVAAL LM, TSWELOPELE LM, MSUNDUZI LM, AND MOSES KOTANE LM**

**C2.2.4 [PART A]: MIDVAAL LOCAL MUNICIPALITY**

SCHEDULE No.	DESCRIPTION OF SCOPE OF WORK	TOTAL PROPOSED FEES AND OPERATIONAL COSTS (RANDS)
C2.2.2 [PART A]	Pricing Data: Total Proposed Fees and Operational Costs (Excl. VAT): Development / updating of the ROADS AND STORMWATER MASTER PLAN (RSWMP) of Midvaal LM	
Sub-Total of Pricing for Proposed Fees and Operational Costs for development / updating of the RSWMP (Excl. VAT)		
VAT @ 15%		
TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR THE DEVELOPMENT / UPDATING OF THE RSWMP (Incl. VAT)		
TOTAL TENDER PRICE (Incl. VAT) FOR THE PROJECT CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE [C1.1.1 (PART A): OFFER: MIDVAAL LM]		

I, the undersigned, do hereby declare that the above is a proper pricing data forming part of my/our tender submission for **RFP355/2022 [PART A]: Development / updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality**.

**SIGNED ON BEHALF OF TENDERER:** ..... **Date:**.....

	The Tender	Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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**C2.2.4 PRICING DATA: OVERALL COST SUMMARY: DEVELOPMENT OF THE ROADS AND STORMWATER MASTER PLAN OF MIDVAAL LM, MSUNDUZI LM, TSWELOPELE LM AND MOSES KOTANE LM  
[CONTINUED]**

**C2.2.4 [PART B]: TSWELOPELE LOCAL MUNICIPALITY**

SCHEDULE No.	DESCRIPTION OF SCOPE OF WORK	TOTAL PROPOSED FEES AND OPERATIONAL COSTS (RANDS)
C2.2.2 [PART B]	Pricing Data: Total Proposed Fees and Operational Costs (Excl. VAT): Development / updating of the ROADS AND STORMWATER MASTER PLAN (RSWMP) of Tswelopele LM	
Sub-Total of Pricing for Proposed Fees and Operational Costs for the development / updating of the RSWMP (Excl. VAT)		
VAT @ 15%		
TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR THE DEVELOPMENT / UPDATING OF THE RSWMP (Incl. VAT)		
TOTAL TENDER PRICE (Incl. VAT) FOR THE PROJECT CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE [C1.1.1 (PART B): OFFER: TSWELOPELE LM]		

I, the undersigned, do hereby declare that the above is a proper pricing data forming part of my/our tender submission for **RFP355/2022 [PART B]: Development / updating of the Roads and Stormwater Master Plan of Tswelopele Local Municipality.**

**SIGNED ON BEHALF OF TENDERER:** ..... **Date:**.....

	The Tender	Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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**C2.2.4 PRICING DATA: OVERALL COST SUMMARY: DEVELOPMENT OF THE ROADS AND STORMWATER MASTER PLAN OF MIDVAAL LM, TSWELOPELE LM, MSUNDUZI LM, AND MOSES KOTANE LM  
[CONTINUED]**

**C2.2.4 [PART C]: MSUNDUZI LOCAL MUNICIPALITY**

SCHEDULE No.	DESCRIPTION OF SCOPE OF WORK	TOTAL PROPOSED FEES AND OPERATIONAL COSTS (RANDS)
C2.2.2 [PART C]	<b>Pricing Data:</b> Total Proposed Fees and Operational Costs (Excl. VAT): Development / updating of the ROADS AND STORMWATER MASTER PLAN (RSWMP) of Msunduzi LM	
Sub-Total of Pricing for Proposed Fees and Operational Costs for development / updating of the RSWMP (Excl. VAT)		
VAT @ 15%		
TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR THE DEVELOPMENT / UPDATING OF THE RSWMP (Incl. VAT)		
TOTAL TENDER PRICE (Incl. VAT) FOR THE PROJECT CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE [C1.1.1 (PART C): OFFER: MSUNDUZI LM]		

I, the undersigned, do hereby declare that the above is a proper pricing data forming part of my/our tender submission for **RFP355/2022 [PART C]: Development / Updating of the Roads and Stormwater Master Plan of Msunduzi Local Municipality**.

**SIGNED ON BEHALF OF TENDERER:** ..... **Date:**.....

	The Tender	Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality
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**C2.2.4 PRICING DATA: OVERALL COST SUMMARY: DEVELOPMENT OF THE ROADS AND STORMWATER MASTER PLAN OF MIDVAAL LM, TSWELOPELE LM, MSUNDUZI LM, AND MOSES KOTANE LM  
[CONTINUED]**

**C2.2.4 [PART D]: MOSES KOTANE LOCAL MUNICIPALITY**

SCHEDULE No.	DESCRIPTION OF SCOPE OF WORK	TOTAL PROPOSED FEES AND OPERATIONAL COSTS (RANDS)
C2.2.2 [PART D]	<b>Pricing Data:</b> Total Proposed Fees and Operational Costs (Excl. VAT): Development / updating of the ROADS AND STORMWATER MASTER PLAN (RSWMP) of Moses Kotane LM	
<b>Sub-Total of Pricing for Proposed Fees and Operational Costs for development / updating of the RSWMP (Excl. VAT)</b>		
<b>VAT @ 15%</b>		
<b>TOTAL PROPOSED FEES AND OPERATIONAL COSTS FOR THE DEVELOPMENT / UPDATING OF THE RSWMP (Incl. VAT)</b>		
<b>TOTAL TENDER PRICE (Incl. VAT) FOR THE PROJECT CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE [C1.1.1 (PART D): OFFER: MOSES KOTANE LM]</b>		


I, the undersigned, do hereby declare that the above is a proper pricing data forming part of my/our tender submission for **RFP355/2022 [PART D]: Development / updating of the Roads and Stormwater Master Plan of Moses Kotane Local Municipality**.

**SIGNED ON BEHALF OF TENDERER:** ..... **Date:**.....

	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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## Part C3: Scope of Work

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- C3.1.1 INTRODUCTION**
- C3.1.2 MUNICIPAL BACKGROUND**
- C3.1.3 PROJECT GOALS AND OBJECTIVES**
- C3.1.4 SCOPE OF WORK**
- C3.1.5 PROJECT ADMINISTRATION AND GOVERNANCE REQUIREMENTS**
- C3.1.6 IMPLEMENTATION TIME FRAMES, ASSUMPTIONS, RISKS AND DEPENDENCIES**
- C3.1.7 REPORTING**
- C3.1.8 ACCOUNTABILITY**
- C3.1.9 CONTACT PERSON**

### **C.3.1.1 INTRODUCTION**

The Development Bank of Southern Africa (DBSA) is supporting and assisting the South African Government to eradicate water, sanitation, roads, electricity, education and health infrastructure backlogs in South Africa. In this regard, the DBSA is providing a wide range of infrastructure planning, project preparation, funding (lending) and infrastructure delivery support services to various municipalities, Sector Departments and public entities.

The successful implementation of the projects supported by the DBSA through its non-lending (capacity building), and lending support services is expected to contribute significantly to the achievement of three of the South African Government national outcomes namely:

- a) Outcome 6: An efficient, competitive and responsive economic infrastructure network;
- b) Outcome 8: Sustainable human settlements and an improved quality of household life;
- c) Outcome 9: A responsive, accountable, effective, and efficient local government.


In cognizance of the above role of DBSA, the four municipalities (City of Matlosana LM (CMLM), Midvaal LM (MVLN), Msunduzi LM (MLM), and Tswelopele LM (TLM) requested support from DBSA with the development and/or updating of the respective municipalities' Roads and Storm Water Master Plans ("RSWMP"). The RSWMP will assist the municipality to improve and align the identification, prioritization and implementation of roads and storm water infrastructure projects towards the achievement of Government's strategic national outcomes. The RSWMP developed with DBSA support will also equip the municipalities with strategic information to discharge their roads and storm water infrastructure services delivery mandates in a systematic, holistic, effective, efficient and measurable manner that is compliant with the legislative requirements regarding the achievement of the National Government Outcomes.

### **C.3.1.2 MUNICIPAL BACKGROUND**

#### **C.3.1.2.1 CITY OF MATLOSANA LM**

The City of Matlosana Local Municipality (CMLM) is situated within the Dr Kenneth Kaunda District in the North West Province. Per StatsSA 2016 Community Survey data, the CMLM has a population of 417 282 and **135 894 households** in its area. The population grew by 1.04% from 398 676 to 417 282 between 2011 and 2016. The main towns in the municipality are Klerksdorp, Hartbeesfontein, Orkney and Stilfontein. Mining, agriculture, manufacturing, services, construction, and transport constitute the main economic sectors in the municipal area. In terms of Structures Act, the CMLM has powers and functions to provide municipal services such as water and sanitation services, electricity, roads, storm water, and solid waste.



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#### **C.3.1.2.2 MIDVAAL LM**

The Midvaal Local Municipality (MVLM) is a Category B municipality situated within the Sedibeng District in the south of the Gauteng Province. The City of Ekurhuleni and City of Johannesburg Metropolitan Municipalities are situated to the north of the MVLM. It is bordered by the Free State Province to the south and the Mpumalanga Province to the east. It is the biggest municipality of three in the district with an area of 1772 square kilometers, making up almost half of its geographical area. The main cities or towns in the MVLM include De Deur/Walkerville, Eikenhof, Meyerton, and Vaal Marina. Manufacturing, community services, finance, trade, transport, electricity, construction, and agriculture constitute the dominant economic sectors. Per StatsSA 2016 Community Survey data, the MVLM has a population of 111,612 persons in 38,046 households in its area. This represents an increase of 17% over the population figure of 95,301 persons in 2011. In terms of Structures Act, the MVLM has powers and functions to provide municipal services such as water and sanitation services, electricity, roads and solid waste.

#### **C.3.1.2.3 MSUNDUZI LM**

Msunduzi Local Municipality (MLM) is situated within the uMgungundlovu District Municipality in KwaZulu-Natal. It encompasses the city of Pietermaritzburg, which is the capital of the province and the main economic hub of the district. Per StatsSA 2016 data, the MLM has a population of 679,039 persons in 180,469 households. The MLM holds 62% of the district population of 1,095,856 and has an annual population growth rate of 2%. In terms of Structures Act, the MVLM has powers and functions to provide municipal services such as water and sanitation services, electricity, roads and solid waste.

#### **C.3.1.2.4 TSWELOPELE LM**

Tswelopele Local Municipality (TLM) is situated within the Lejweleputswa District Municipality in the central Free State Province. Bultfontein and Hoopstad are its main towns. Per StatsSA 2016 Community Survey data, the TLM has a population of 47 373 and 13 705 households in its area. In terms of Structures Act, the MVLM has powers and functions to provide municipal services such as water and sanitation services, roads and storm water.

#### **C.3.1.2.5 OVERALL PROBLEM STATEMENT**


In summary, the four municipalities mentioned above i.e. CMLM, MVLM, MLM, and TLM (**“the Municipalities”**) do not have up-to-date RSWMP, and are experiencing significant challenges in the provision of water and sanitation services in their respective municipal areas of jurisdiction including (to mention a few) the following:

- a) Ad-hoc, reactive, and unsystematic service delivery.
- b) Aged (and ageing) infrastructure of between 30 and 50 years old.
- c) Inadequate (poor) operations and maintenance (O&M) of roads and storm water infrastructure.
- d) Insufficient “as-built” data, limited infrastructure asset knowledge.
- e) Compromised sustainability of service delivery
- f) Poor identification, prioritization and alignment of roads and storm water projects in the IDP.
- g) Inadequate picture of the municipalities’ global infrastructure investment needs.

It is in the above context that the four municipalities requested the DBSA for support and assistance with the development / updating of the **RSWMP**.

#### **C.3.1.3 PROJECT GOALS AND OBJECTIVES**

##### **C.3.1.3.1 Project Goals**

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The goals of the project are to support the Municipalities with strategic information (the updated RSWMP) in order to:

- a) Improve roads and storm water infrastructure delivery and its sustainability in the municipal area.
- b) Eradicate roads and storm water service delivery backlogs.
- c) Establish a basis for the municipality to plan, implement, expand, operate and maintain its roads and storm water infrastructure in a strategic, holistic, integrated, systematic, and cost-effective manner in order to meet current needs and future growth.
- d) Assist the municipalities to obtain a global picture of their roads and storm water infrastructure investment needs.

#### **C.3.1.3.2 Project Objectives**

The primary objectives of the project are to:


- a) Develop and/or update the Roads and Stormwater Master Plans (RSWMP) of the municipalities.
- b) Assist the municipalities to identify, prioritize and create a pipeline of roads and storm water infrastructure projects for funding through various funding sources.
- c) Unlock funding from various sources for infrastructure development in the municipalities' areas of jurisdiction.

#### **C.3.1.4 SCOPE OF WORK**

##### **C.3.1.4.1 General**

The Professional Services Providers ("**the PSP**") required for the updating of the RSWMP is expected to undertake stakeholder engagement, conduct assessments, and compile an implementation strategy, with clear goals and objectives. These will be followed by a Business Plan that details the objectives in such a way that clear direction is given to implementation of the recommendations on priority projects. In particular, the following activities are expected to be performed during the course of the updating of the RSWMP:

- The Master Plan must include the evaluation and analyses of existing documents, the determination of existing backlogs, current demands and capacity.
- It will include a funding model and a programme for the implementation of all the projects identified and prioritized.
- It will also be necessary to evaluate the long-term viability of existing infrastructure to cope with identified augmentation needs and expansion. It will also identify new infrastructure needs and then propose timelines for their implementation.
- The assessments will address the entire road infrastructure network, and the primary and secondary equipment needed to deliver and sustain a reliable, safe and affordable service to current and future consumers.
- The service provider will recommend methods for land acquisitions, registration of servitudes, undertaking of Environmental Impact Assessment(s) (EIAs, development of detailed designs and implementation of the identified prioritised projects in the short, medium and long terms.
- The Master Plan will contain the narrative (text) supplemented by graphs, charts, maps, GIS, Surveying file (tot and DTM), Arial photo (tiff files), Contours map (dwg file), CAD Drawing (dwg file) etc. as far as is practically possible.

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- The Roads and Storm Water Drainage will be in the one plan.

#### **C.3.1.4.2 SUMMARIZED FRAMEWORK FOR ROADS AND STORM WATER MASTER PLAN**


##### **C.3.1.4.3 Stakeholder Engagement and Establishment of the Project Steering Committee (PSC)**

The process of developing the master plan will involve participation of municipal officials, political representatives, organized local business and the communities from grass roots level, and utility government departments. Therefore, as part of the scope of work, the appointed professional service provider will make provision for an inclusive participation process involving all the parties mentioned. They will all have input in the technical and the decision-making processes.

##### **C.3.1.4.4 Existing Situation Assessment (Understanding the Status Quo)**

- Collation of existing roads and storm water systems** and topographic details of the infrastructure service and its immediate and surrounding areas.
- Determination of the 50, 100- and 150-year existing flood lines.**
- Identification of the sector plan, programmes, projects and initiatives** in all spheres of government that will affect the development and viability of the roads and transportation service under consideration.
- Production of As-Built Data** for critical parts of the infrastructure, where there is none. The consultancy budget (**PC Sum**) for this item may not exceed R80 thousand Rand only as there may be little need in Tswelopele LM.
- Identification of critical and urgent works, production of their Designs** (Drawings and Reports), Contract docs, Specifications and Bills of Quantities, Contract Documents for Urgent critical works. **Urgent works is only working that have to be executed immediately** and with utmost urgency eg washed away culverts and/or sections of roads, etc. The consultancy budget (**PC Sum**) for this item may not exceed R100 thousand Rand only as there may be little or no Urgent works in Tswelopele LM.
- Evaluation and analysis of the visions, sector strategies, sector plan and targets** outlined in various source documents which will be made available to the appointed Service Provider by the municipality, or which the service provider can source by itself. Purpose is to ensure alignment and integration.

*The sector strategies and plans which are to be considered are for Roads and transport, Storm water Drainage, Solid waste, Amenities and Integrated housing (human settlements). Other plans and strategies include Environmental, Local Economic Development, Social Service and Urban Renewal Strategy. Typical national documents to be consulted may include the National Spatial Development Framework, the National Growth and Development Strategy, and the National Economic Development Framework.*

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*It is essential that the above plans are read in conjunction with the Integrated Development Plan (IDP) and the Spatial Development Framework (SDF) to ensure support of the growth envisaged pattern and direction. Proposals should also align with applicable national and provincial programmes, projects and initiatives.*

**g) Identification of new and proposed developments and their impact.**


**h) Establishment of the current demand:**

Carry out traffic counts to determine the existing road loading conditions.

- i. To determine future demand traffic.
- ii. Determine the capacity of the storm water network.
- i) **Preparation or updating of the Asset Register, GIS and Civil Designer software** to determine conditions, remaining useful life, efficiency levels, reliability, and carrying capacity. Specifically determine road network conditions, capacity and the need for OM and refurbishment, and update the pavement management system (PMS) and the building management system (BMS) where relevant.
- j) **Preparation or updating of the respective roads and storm water Infrastructure Asset Management Plan.**
- k) **Assessment and definition of socio-economic status quo** i.e. consumer and user profiles and affordability.
- l) **Assessment and establishment of levels of service.**
- m) **Assessment and determination of existing roads and storm water infrastructure backlogs.**

**C.3.1.4.6 Future Demand Assessment**

- a) **Determination of future demand** - by considering growth patterns, spatial development, land use and the levels of service required within the framework of existing legislation and policy. This includes the identification and assessment of future developments.
- b) **Determination of the anticipated load growth, transportation models**, including intermodal models, and the need to upgrade or expand the network.
- c) **Determination of the anticipated load growth, and all factors required to determine the capacity for new storm water system, the necessity for upgrades to existing systems, determination of new flood lines, retention pond (pans) siting's, etc. by suitable means e.g. modelling water run-off and the network of roads**
- d) **Determination of any network changes that could increase capacity**, including geometric and structural changes.
- e) **Compilation of a traffic forecast model** which can be updated on a continuous basis as patterns change or new areas are developed.
- f) **Compilation of a flow forecast model** which can be updated on a continuous basis as storm water inflow and the runoff patterns change.

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- g) **Considerations for the use of alternative technologies and materials** to achieve cost reductions, ease of operations and maintenance or protection of the environment.
- h) **An analysis (at local level) of the regional demand for the roads and storm water infrastructure** should also be studied to determine whether partnerships can be negotiated to share in the formulation of proposals for major developments which could be handled more cost-effectively or efficiently on a regional basis, such as through routes, etc.

#### **C.3.1.4.7 Institutional Arrangements and Required Authorizations**


- a) **Review of existing institutional arrangements and formulation of proposals** to develop systems and procedures and to build capacity as required to operate and maintain the roads and storm water infrastructure. The report must clearly outline the proposal of any training to upskill employees within the roads and storm water department.
- b) **Assessment, determination, and recommendations on institutional arrangements** for provision of thoroughfares (routes), etc. in the municipal area.
- c) Provide recommendations to facilitate:
  - i. Provision of land and servitudes for roads infrastructure.
  - ii. Wayleave applications from/to national, provincial, authorities and agencies where applicable.
  - iii. Environmental Impact Assessments, where required.

#### **C.3.1.4.8 Project Prioritization and Cost Estimates**

- a) **Determination of capacity increases to be achieved via refurbishment, upgrades and demand management and estimate costs** (Capital and Operational) thereof.
- b) **Determination of extensions and new infrastructure required to address backlogs and the estimate costs** (Capital and Operational) thereof.
- c) **Determination of priorities and the phasing of projects and programmes for:**
  - i. Short term development (One-Year Projects and Budget Plan)
  - ii. Medium term development (Three to Five Year Capital and Operational Plan)
  - iii. Long term development (20 Years and above Capital and Operational Plan)
- d) **Formulation of a project prioritization model addressing short-, medium- and long-term strategic plan.**
- e) **Long-, medium- and short-term plan covering expansion, operations and maintenance, costings, possible funding sources, land, servitudes and staffing requirements.**

#### **C.3.1.4.9 Funding and Implementation Arrangements**

- a) Identification, assessment and recommendations on:
  - i. Sources of funding, including tariff structuring, levies, investment or payment models to raise sufficient funds for development.

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- ii. Methods of delivery, including community participation, traditional service provider models and public-private or public-public partnerships where appropriate.
- iii. Critical material, equipment, skills and labour requirements to be sourced in other regions or internationally as a potential input to supply chain management
- iv. Proposal and recommendations on the development (process/ steps) of technical reports for the projects identified and prioritised by the Master Plan

#### **C.3.1.4.10 Risk Management**

Conduct risk analysis to identify critical assets, the impact of their failure, the level of exposure to risk, and to determine alternative services, sources or mitigation measures as the case may be.

All the risks associated with the project implementation including stakeholder participation, information required, approvals, etc. is allocated to the PSP.


#### **C.3.1.4.11 SUPPORT FOR THE ADOPTION OF THE ROADS AND STORM WATER MASTER PLAN BY THE MUNICIPAL COUNCIL**

- i. Workshop the draft Roads and Stormwater Master Plan with the Municipality and incorporate comments (in at least 2 meetings once the draft approved by the PSC) advised by the municipality.
- ii. Facilitate the incorporation of the priority projects into the IDP of the Municipality (allow for participation in the IDP process, portfolio meeting, mayoral committee to support the technical team of the municipality with presentations if required)
- iii. Facilitate adoption of the Master Plan by the Council of the Municipality (have provision to support the team with the presentation to council and follow-up the council resolution).
- iv. Support the municipality with the confirmation to the DBSA of the projects (new) in the IDP using the DBSA prescribed format

#### **C.3.1.4.12 REGISTRATION OF THREE (3X) IDENTIFIED AND PRIORITIZED ROADS AND STORM WATER PROJECTS WITH MUNICIPAL INFRASTRUCTURE GRANT (MIG)**

Undertake all activities including the preparation of the technical reports (and critical specialist studies) in accordance with relevant sector department and MIG requirements and facilitate the successful registration of three (3) identified and prioritized Roads and Storm Water Projects with MIG to achieve Notice of Registration (NOR) from the MIG unit. This entails compiling and submitting the necessary project-specific information in the relevant MIG-Registration Form comprising the following headings as per MIG guidelines:

- a) Introduction.
- b) Need Determination.

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- c) Engineering Viability.
- d) Institutional Sustainability.
- e) Economic / Socio-Economic Analysis.
- f) Financial Viability.
- g) Environmental Acceptability.
- h) Conclusion.
- i) Recommendation.

#### **C3.1.4.14 PROJECT CLOSE-OUT REPORT**

Provide Project Close-out Report in the DBSA-prescribed format.

#### **ANNEXURES, MAPS, CHARTS, ETC.**

**Project Closure:** The appointed professional services provider is expected to:

- a) Workshop the draft Roads and Stormwater Master Plans with the Municipalities and incorporate their comments.
- b) Prepare and facilitate the inclusion of the Roads and Stormwater **Master Plan** IDP Outflow Report section in the IDP
- c) Facilitate adoption of the Master Plan by the Council of the Municipality.
- d) Support the municipality with the written confirmation to DBSA (in the DBSA prescribed format) of the projects arising from the RSWMP that have been migrated to the IDP and allocated budgets.
- e) Registration of prioritized Roads and Stormwater projects with MIG
- f) Incorporate the Project closure reports into the municipal reporting process

As part of the appointment, the PSP is required to undertake on-site verification of all the Roads and Storm Water Drainage infrastructure within the municipality when undertaking the above tasks.

#### **C.3.1.5 PROJECT ADMINISTRATION AND GOVERNANCE REQUIREMENTS**


##### **C.3.1.5.1 Project Implementation Plan**

The successful PSP are expected to submit the **Project Implementation Plan (PIP)** within the time period stated in the letters of appointment which shall not exceed two weeks from the dates of appointment. The PIP will include the activities that are listed in the scope of work including brief description and individual duration that shall not exceed the total maximum specified duration. The timelines (schedule) of submission of each Deliverable must be in the PIP. The DBSA will provide a template for the development of the PIP to the successful Tenderer.

##### **C.3.1.5.2 Project Steering Committee (PSC)**

In terms of the Grant Agreement between the DBSA and the Municipalities, Project Steering Committees (PSC) will be established to strategically oversee the implementation of the project in each



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Municipality. The PSC is to be chaired by the Municipality and will strategically oversee the successful implementation of the project using the PIP cited above amongst others.

#### **C.3.1.5.2 Progress Reports**

The successful PSP will provide periodic progress reports in accordance with the timeframe to be agreed with the DBSA and the Project Steering Committee (PSC). The intervals for the Progress Reports must not exceed one month. Progress Reports must give a summary of the following information:

- i. Amount of time spent by each team project member on a specific task;
- ii. Total amount of time and cost to date;
- iii. Time cost since the previous report;
- iv. Percentage of work completed per specific task and the overall percentage completion;
- v. Other information that will be determined by either PSC or Service Provider;
- vi. Risks and mitigations and
- vii. Lessons learnt.

#### **C.3.1.5.3 Submission of Final Reports on the Key Deliverables**

The successful Service Provider will develop and submit to the DBSA and the Municipalities copies of the completed final key Deliverables in accordance with the following requirements:

- i. Five original printed/hard copies and five (editable & non-editable) full electronic copies on external hard drive (flash / thumb drive – USB Stick) to the DBSA.
- ii. Five original printed/hard copies and five (editable & non-editable) full electronic copies on external hard drive (flash / thumb drive – USB Stick) submitted to the Municipalities.

### **C.3.1.6 IMPLEMENTATION TIME FRAMES, ASSUMPTIONS, RISKS AND DEPENDENCIES**

#### **C3.1.6.1 Implementation Time Frames**

The DBSA anticipates the RSWMP update to be completed in the Municipalities within **nine (9) months from the** Start Date. The PSP shall provide commensurate resources for the successful execution of the project within the indicated time frames.

#### **C3.1.6.2 Underlying Assumptions**

Success of this Project depends on the following assumptions:


- a) There is full buy-in, ownership and support from the Municipalities regarding the support being provided
- b) The Sector Departments – Provincial and National COGTA, DT, etc. provide full and sustained facilitation and assistance to the infrastructure planning project.
- c) Ongoing and sustained involvement and cooperation of all stakeholders including the local communities.
- d) Effective inter-departmental planning and co-ordination is established through a Program Steering Committee that will be established by the Municipalities.

#### **C3.1.6.3 Risks and Risk Mitigation**

The PSP shall identify applicable risks to the project, factor them into the prices in the Pricing Schedule and mitigate them during project execution. These risks may include:

- a) Limited information for the development or updating of the RSWMP,
- b) Lack of infrastructure data and information from the Municipalities and other stakeholders,
- c) Insufficient stakeholder involvement,



	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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- d) Delays by the Municipalities and other stakeholders in providing relevant information,
- e) Unclear information and parameters from relevant stakeholders.

#### **C.3.1.7 REPORTING**

The PSP will report directly to the designated Project Manager of the DBSA, to the designated Project Champion of the Municipalities, and to the Project Steering Committees (PSC) during the development / updating of the RSWMP. The interim progress and final reports will be submitted to designated Project Manager of the DBSA and to the Municipalities via the Project Steering Committee (PSC). All interim reports (Deliverables and Progress) must be presented, discussed and approved in the PSC meeting.

#### **C.3.1.8 ACCOUNTABILITY**


During the execution of this contract, the successful Service Provider will be required to work closely with the municipality's relevant departments staff and the DBSA Project Manager. The PSP will report to the PSC in accordance with meeting schedule as agreed at the PSC and any others that the Service Provider will deem necessary for the execution of the project. The DBSA will retain all its right as the Employer in terms of the professional services contract to be concluded with the successful PSP. Such rights include issuing written notices and instruction to the Service Provider in line with the conditions of contract.

#### **C.3.1.9 CONTACT PERSON**

Technical queries to be directed to the DBSA technical team through the DBSA Procurement Unit via email to [scmqueries@dbsa.org](mailto:scmqueries@dbsa.org) and [LihleSCM@dbsa.org](mailto:LihleSCM@dbsa.org) and the tender reference number is to be quoted.

### **C.4.1 Site Information**

The indicative locations of the Project Sites are shown in the figures below:

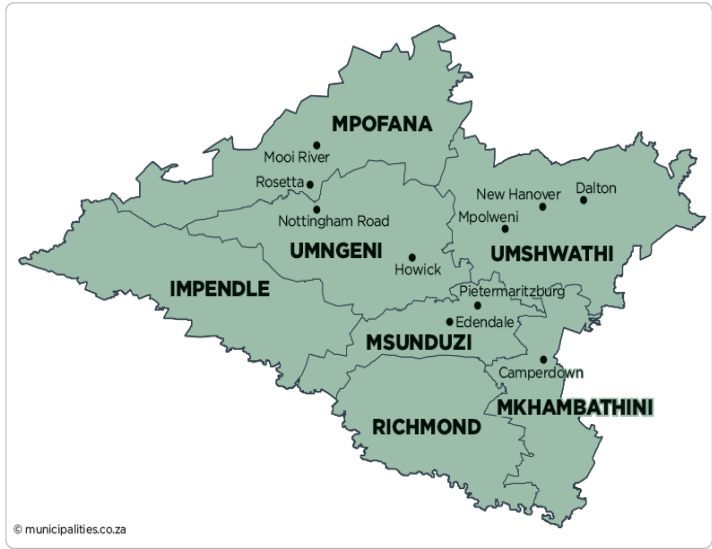
	<p>The Tender</p>	<p><b>Tender No. RFP355/2022: Development and Updating of the Roads and Stormwater Master Plan of Midvaal Local Municipality, Tswelopele Local Municipality, Msunduzi Local Municipality and Moses Kotane Local Municipality</b></p>
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**C4.1.1 Midvaal LM**



*Figure 1: Geographical Location of Midvaal LM within Sedibeng District Municipality*

**C4.1.2 Msunduzi LM**



*Figure 2: Geographical Location of Msunduzi LM within uMgungundlovu District Municipality*

**C.4.1.3 Tswelopele LM**



Figure 3: Geographical Location of Tswelopele LM within Lejweleputswa District Municipality

#### C.4.1.4 Moses Kotane Local Municipality

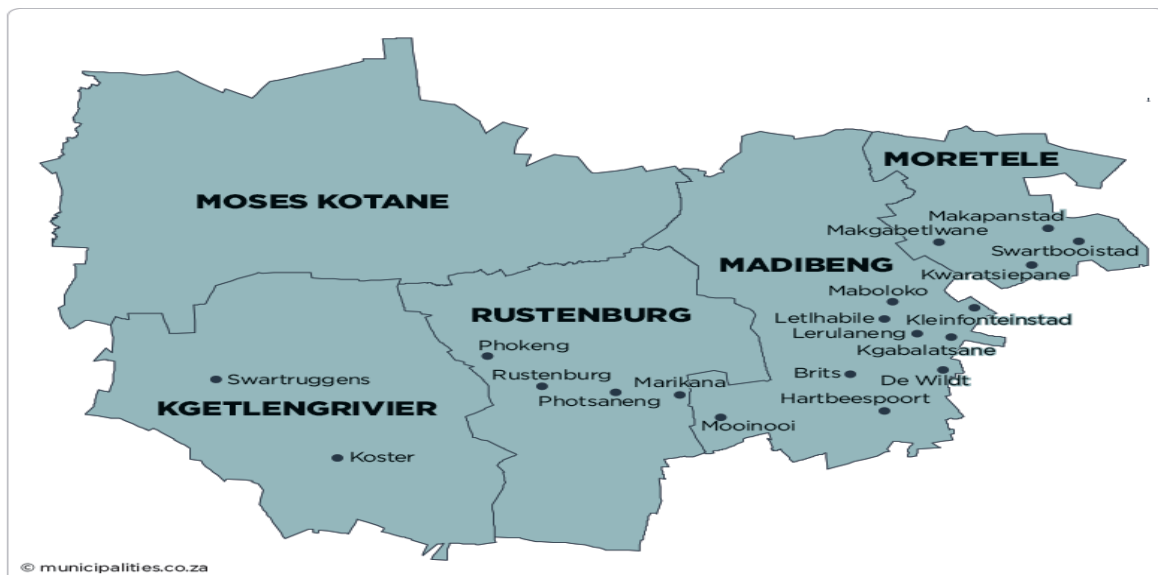


Figure 4: Geographical Location of Moses Kotane LM within Bojanala District Municipality