

## Data Tables

### Contract Details

Quotation Number	7H-48214
Quotation Title	Contract for Professional Service Provider to undertake a feasibility study to assess and analyse opportunities for GAP Affordable Housing on Remainder of Portion 539 of the Farm Riet River No. 842 within the Tranance Park suburb (Ward 59)

### Unit & Department Details

Unit Name	HUMAN SETTLEMENTS UNIT
Department Name	FORMAL HOUSING

### Quotation Details

CIDB Class of Construction	N/A
Employer (1.1.1.15)	eThekweni Municipality as represented by the Department Deputy Head
Employer's Agent (1.1.1.16)	Zama Mntungwa
Employer's Agent's Tel	031 311 3490 (t)
Employer's Agent's Email	zama.mntungwa@durban.gov.za
Clarification Meeting	There will be no Clarification Meeting:
Clarification Meeting Location	n/a
Clarification Meeting Date	n/a
Clarification Meeting Time	n/a
Tender Delivery Place	Supply Chain Management, Corporate Procurement Department, Archie Gumede Place, Old Fort Complex, Durban
Tender Delivery Date	Wednesday, 07 July, 2021
Tender Delivery Time	11:00
Method of Evaluation	Method 1 / Method 2

### Contract Data by the Employer

Time for achieving Practical Completion (1.1.1.14)		XXX Weeks
Address of Employer (1.2.1.2)	Physical	3rd floor Shell House, 221 Anton Lembede St. DURBAN, 4001
	Postal	P.O. Box 3858, DURBAN, 4000
	Telephone	031-311 3283
	Fax	031-311 3067
Address of the Employer's Agent (1.2.1.2)	Physical	19th floor Embassy Bldg, 199 Anton Lembede St., DURBAN, 4001
	Postal	P.O. Box 3858, DURBAN, 4000
	Telephone	031-311 3490 Telephone
	Fax	031-311 3067 fax
	E-Mail	zama.mntungwa@durban.gov.za



## HUMAN SETTLEMENTS UNIT

### FORMAL HOUSING

### PRICED QUOTATION

QUOTATION NUMBER

7H-48214

QUOTATION DESCRIPTION

**Contract for Professional Service  
Provider to undertake a feasibility study  
to assess and analyse opportunities for  
GAP Affordable Housing on Remainder  
of Portion 539 of the Farm Riet River No.  
842 within the Tranance Park suburb  
(Ward 59)**

Required CIDB Class : **N/A**

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

Zama Mntungwa  
031 311 3490 (t)  
zama.mntungwa@durban.gov.za

There will be no Clarification Meeting:

n/a

Quotations shall be delivered on or before : **Wednesday, 07 July, 2021** at or before 11:00

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

#### FOR OFFICIAL USE ONLY

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

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

## **PART T1 : TENDERING PROCEDURES**

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

Reference is to be made to the front cover.

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

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

#### **F.1 GENERAL**

##### **F.1.1 Actions**

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

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

##### **F.1.2 Tender Documents**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **F.2.15 Closing time**

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

#### **F.2.16 Tender offer validity**

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

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

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

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

#### **F.2.23 Certificates**

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

### **F.3 THE EMPLOYER'S UNDERTAKINGS**

#### **F.3.4 Opening of tender submissions**

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

#### **F.3.6 Non-disclosure**

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

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

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

#### **F.3.8 Test for responsiveness**

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

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

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

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

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

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

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

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

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

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

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

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

### F.3.10 Clarification of a tender offer

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

### F.3.11 Evaluation of tender offers

#### F.3.11.1 General

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

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

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

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

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

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

#### F.3.11.6 Decimal places

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

#### F.3.11.7 Scoring Financial Offers

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

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

where:  $N_{FO}$  : is the number of tender evaluation points awarded for the financial offer;  
 $P_m$  : is the comparative offer of the most favourable comparative offer.  
 $P$  : is the comparative offer of the tender offer under consideration.

#### F.3.11.8 Scoring preferences

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

#### F.3.11.9 Scoring quality

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

$$N_Q = W_2 \times S_0 / M_5$$

where:  $S_0$  : is the score for quality allocated to the submission under consideration;  
 $M_5$  is the maximum possible score for quality in respect of a submission; and  
 $W_2$  : is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

### F.3.12 Insurance provided by the employer

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

### F.3.13 Acceptance of tender offer

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

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

### F.3.16 Notice to unsuccessful tenderers

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

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

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

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

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## T1.2.2 TENDER DATA

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

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

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

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

- a) The tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract;
- b) The tenderer does not comply with the legal requirements stated in the Employer's procurement policy Framework Act No. 5 of 2000.
- c) The tenderer is not under any restriction to do business with the employer.
- d) The minimum number of evaluation points for Quality is (70). Only those tenderer who achieve the minimum number of quality evaluation points (or greater) will be eligible to have their quotations further evaluated.
- e) at the time of closing of tenders, the Tenderer is not registered on the National Treasury Central Supplier Database (CSD) as a service provider.

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

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

- a) Tender offers shall be submitted as an original only.
- b) Identification details to be shown on each tender offer package are:
  - Contract No. : 7H-48214
  - Contract Title : Contract for Professional Service Provider to undertake a feasibility study to assess and analyse opportunities for GAP Affordable Housing on Remainder of Portion 539 of the Farm Riet River No. 842 within the Tranance Park suburb (Ward 59)
- c) Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

**F.2.15 Closing time :** Refer to the front cover of this document.

**F.2.16 Tender offer validity :** 90 days from the closing time for submission of tenders.

**F.2.23 Certificates :** Refer to the list of returnable schedules, forms and certificates for a listing of certificates that must be provided with the quotation.

**F.3.4 Opening of Tender Submissions :** Tenders will be opened immediately after the closing time for tenders, at the same location as where the tenders are submitted.

**F.3.8 Test for responsiveness :** The employer will determine, after opening and before detailed evaluation, whether each quotation offer properly received:

- \* complies with the requirements of these conditions of quotations,
- \* has been properly and fully completed and signed, and
- \* is responsive to the other requirements of the quotation documents.

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

- \* detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work.
- \* significantly change the Employer's or the Organisation's risks and responsibilities under the contract or,

- \* affect the competitive position of other Organisation’s presenting responsive quotation offers, if it were to be rectified.

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

The procedure for the evaluation of responsive tenders is [Method 1 / Method 2](#)

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

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

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

Quality Criteria	Max No. of points
Experience of tendering firm in conducting feasibility studies, projects of the similar nature	30
Clear methodology including plan of dealing with medium to high densities within housing development as envisaged in the Municipality’s densification strategy.	30
Resources with Housing experience allocated for the project <ul style="list-style-type: none"> <li>● Proposed Organisation and staffing</li> <li>● Experience of key staff (Town Planner)</li> </ul>	10 30
Maximum possible score for quality	100

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

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

**F.3.13 Acceptance of tender offer**

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

- The tenderer submits a valid Tax Clearance Certificate OR Tax Compliance Status PIN , issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations;
- The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters as a person prohibited from doing business with the public sector;
- The tenderer has not Abused the Employer’s Supply Chain Management System, or Failed to perform on any previous contract and has been given a written notice to this effect;
- The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer’s procurement.
- can, as necessary and in relation to the proceed contract, demonstrate that s/he possesses the professional and technical qualifications, professional and technical competence, financial and resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract



- g) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing.
- h) has the legal capacity to enter into the contract
- i) complies with the legal requirements, if any, stated in the tender

**The additional conditions of tender are:**

**F.2.24 Appeals**

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

The City Manager

Attention Ms S. Pillay

eMail: [Simone.Pillay@durban.gov.za](mailto:Simone.Pillay@durban.gov.za)

P O Box 1394

DURBAN

4000

**F2.25 Prohibition on awards to persons in the service of the state**

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

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

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

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## **PART T2 : RETURNABLE DOCUMENTS**

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

#### **T2.1.1 General**

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

The Tenderer is required to complete each and every Schedule and Form listed below to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is not responsive.

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

Authority of Signatory  
Declaration of Municipal Fees

Cosolidated Municipal Bidding Documents, comprising:

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

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

Form of Offer  
Bill of Quantities

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

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

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

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

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

**AUTHORITY OF SIGNATORY**

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

COMPANY	CLOSE CORPORATION	PARTNERSHIP	SOLE PROPRIETOR
Refer to Notes at the bottom of the page			

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

.....

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

acting in the capacity of .....

to sign all documents in connection with the tender for Quotation : 7H-48214 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Notes**

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

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

**DECLARATION OF MUNICIPAL FEES**

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

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

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

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

<u>Account</u>	<u>Account Number</u> : to be completed by tenderer.
Consolidated Account No.	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>
Electricity	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>
Water	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>
Rates	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>
Other	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>
Other	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>
Other	<input style="width: 100%; height: 20px; border: 1px solid black;" type="text"/>

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

**ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the Municipality.**

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

NAME : ..... (Block Capitals)

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

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

**Definitions**

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

**Declaration by Tenderer / Bidder**

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

NAME : ..... (Block Capitals)

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

**CONSOLIDATED MUNICIPAL BIDDING DOCUMENTS**

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

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

**NOTES**

1. MSCM Regulations: “in the service of the state” means to be:
  - (a) a member of –
    - (i) any municipal council;
    - (ii) any provincial legislature; or
    - (iii) the national Assembly or the national Council of provinces;
  - (b) a member of the board of directors of any municipal enterprise;
  - (c) an official of any municipality or municipal enterprise;
  - (d) an employee of any national or provincial department, national or provincial public enterprise or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
  - (e) a member of the accounting authority of any national or provincial public enterprise; or
  - (f) an employee of Parliament or a provincial legislature.
2. “Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.
3. Includes price quotations, advertised competitive bids, limited bids and proposals.
4. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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

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

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

Full Name	Identity No.	State Employee No.	Personal income tax No. *

Use additional pages if necessary



Ref	Description	Complete or Circle Applicable
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**SECTION B : MBD 2 : TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

- 1.0 In order to meet this requirement bidders are required to complete the TCC 001 : “Application for a Tax Clearance Certificate” form and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.0 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3.0 The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4.0 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5.0 Copies of the TCC 001 : “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za) .
- 6.0 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za) .
- 7.0 Notwithstanding Clauses 1.0 to 6.0 above: Since 18 April 2016, SARS has introduced a new Tax Compliance Status System (TCS). As part of this enhanced system, tenderers can now submit a Tax Compliance Status PIN instead of an original Tax Clearance Certificate (TCC). This TCS PIN can be used by third parties to certify the taxpayer’s real-time compliance status. This number, if available, is to be entered in Item 2.7 of Section A of these consolidated Municipal Bidding Documents.  
For further particulars please contact your nearest SARS branch, or call the SARS Contact Centre on 0800 00 7277, or log onto SARS eFiling.

**Attach an original, valid, Tax Clearance Certificate to the inside back cover of this procurement document OR insert a Tax Compliance Status PIN in Section A (2.7)**

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

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

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

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

Preference points for this tender shall be awarded as per the Tender Data and the Preferential Procurement Regulations (2017). Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit for an EME, or sworn affidavit for a QSE (in line with the revised BBEE codes of Good Practice), together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. The Employer reserves the right to require of a tenderer, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Employer.

**DECLARATION**

1.0 B-BBEE Status Level of Contribution claimed:

Will any portion of the contract be sub-contracted? 

YES	NO
-----	----

If YES, indicate:

(i) what percentage of the contract will be subcontracted? 

--

(ii) the name of the sub-contractor? Name : .....

(iii) the B-BBEE status level of the sub-contractor? 

--

(iv) whether the sub-contractor is an EME? 

YES	NO
-----	----

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

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

**SECTION E : MBD8 : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

This Municipal Bidding Document must form part of all bids invited. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

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

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

In order to give effect to the above, the following questions must be answered.

1.0	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?	YES	NO
	Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied. The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.		
	If yes, furnish particulars : .....		
2.0	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	YES	NO
	The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		
	If yes, furnish particulars : .....		
3.0	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES	NO
	If yes, furnish particulars : .....		

Ref	Description	Complete or Circle Applicable	
4.0	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?  If yes, furnish particulars : .....	YES	NO
5.0	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?  If yes, furnish particulars : .....	YES	NO

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

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

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

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

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

In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid. The undersigned, in submitting the accompanying bid, in response to the invitation for the bid do hereby make the following statements that I certify to be true and complete in every respect:

- 1.0 I have read and I understand the contents of this Certificate;
- 2.0 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3.0 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4.0 Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 5.0 For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a) has been requested to submit a bid in response to this bid invitation;
  - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
- 6.0 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding. (Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
- 7.0 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation);
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid;
  - f) bidding with the intention not to win the bid.
- 8.0 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9.0 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10.0 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

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

- 1.0 Confirms that the contents of these Consolidated MBD returnable questionnaires ( comprising 6 pages) are within my personal knowledge and are to the best of my belief both true and correct;
- 2.0 Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- 3.0 Confirms that no partner, member, director or other person, who wholly or partly exercise control over the enterprise, has within the last five years been convicted of fraud or corruption;
- 4.0 Confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- 5.0 Certify that the B-BBEE status level of contribution indicated in Section E : Item 1.0 qualifies the enterprise for preference points and acknowledges that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply. In the event of a contract being awarded as a result of points claimed, the enterprise may be required to furnish documentary proof to the satisfaction of the employer that the claims are correct;
- 6.0 Accept that, in addition to cancellation of a contract, action may be taken against me should these declarations prove to be false.

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

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

**1. EVALUATION SCHEDULE: TENDERING COMPANY/ JOINT VENTURE**

**Relevant experience of the tendering firm in the competencies of Town Planning**

The tenderer’s experience relevant to this tender will be assessed and the number of projects undertaken by the tenderer.

- The tendering firm should have a minimum of 5 years’ relevant experience.
- The tenderer’s Company Profile is to contain the necessary detail to permit this assessment to be made.
- In this regard the tenderer must provide details of experience (within the categories as specified above) undertaken for similar residential projects.

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

Client, contact person & telephone number	Name & Nature of Project	Value of Project	Date started And Date completed
---	--------------------------	------------------	---------------------------------

The scoring of the tenders’ experience will be as follows:

(Score 0)	No response / no evidence of experience submitted
Poor (score 40)	Tenderer has limited experience
Satisfactory (score 60)	Tenderer has relevant experience but has not dealt with the critical issues specific to the assignment.
Good (score 90)	Tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances. The tenderer also has local experience.
Very Good (score 100)	Tenderer has outstanding experience in projects of a similar nature, and has extensive local experience. Has a vast knowledge of policies and processes associated with the discipline

NAME : ..... (Block Capitals)

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

**2. EVALUATION SCHEDULE: NUMBER OF REGISTERED PROFESSIONALS IN A FIRM**

**Mandatory requirement** : Professional Planner [Pr PLN] registered with the South African Council for Planners [SACPLAN]

- The tenderer’s company profile is to state the number of professionally registered persons in the organization
- The CV’s of the professionals shall reflect their current professional status as well as their registration number with the Town Planners body.
- Scoring will be based on three points for one professional and increased to a maximum of five points for two professionals.

**Failure to meet and provide proof of active professional registration will lead to disqualification of the tenderer**

(Score 0)	No response / no certificate submitted
Minimum specified (Score 3)	1 Professional registered personnel in a tendering firm
Maximum specified (score 5)	2 Professionals registered personnel in a tendering firm

NAME : ..... (Block Capitals)

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

**3. EVALUATION SCHEDULE : RESPONSE PAPER / METHODOLOGY**

- The approach paper must respond to the scope of work and outline the proposed approach in interpreting it. The approach paper should articulate what values adds the tenderer will provide in achieving the stated objectives for the project.
- Tenderers must explain their understanding of the objectives of the assignment and the Employer’s stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them.
- The approach paper should explain the methodologies to be adopted, and should also include a project plan and programme which outlines processes, procedures and associated resources.
- The approach paper should also indicates how risks will be managed and identifies what contribution can be made regarding the mitigation factors.

The scoring of the response paper for quality evaluation will be as follows:

<b>(Score 0)</b>	No response / no evidence of experience submitted
<b>Poor (score 40)</b>	The technical approach methodology are poor and is unlikely to satisfy project objectives and the core requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects
<b>Satisfactory (score 60)</b>	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The project plan and manner in which risk is to be managed is too generic. The programme is acceptable
<b>Good (score 90)</b>	The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that June occur during execution. The project plan and approach to managing risk is tailored to the critical characteristics of the project. The programme is well thought and has allowed for all critical aspects.
<b>Very Good (score 100)</b>	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of the state-of-the-art approaches. The programme is well thought out and makes allowance for all the key risk areas. The approach paper details ways to improve the project outcomes and the quality of the outputs. Clear demonstration knowledge of all geotechnical work that compromises of policies, procedures and work instructions.

NAME : .....

(Block Capitals)

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

DATE: .....

#### 4. EVALUATION SCHEDULE: PROPOSED ORGANISATION AND STAFFING

The tenderer should propose the structure and composition of their team i.e. the main operational areas involved, the key staff member / expert responsible for each area, and the proposed technical and support staff.

The roles and responsibilities of each key staff member / expert should be set out as brief job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The tenderer must also indicate where key personnel are based.

The tenderer must attach his / her organization and staffing proposals.

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

<b>(Score 0)</b>	<b>No response / no evidence of experience submitted</b>
<b>Poor (score 40)</b>	The organization chart is sketchy the staffing plan is weak in important areas There is no clarity in allocation of tasks and responsibilities.
<b>Satisfactory (score 60)</b>	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are acceptable.
<b>Good (score 90)</b>	Besides meeting the "satisfactory" rating, staff are well balanced i.e. the proposal show good co-ordination, complimentary skills, clear and defined duties and responsibilities, Some members of the project team shows that they have worked together before on some of the projects.
<b>Very Good (score 100)</b>	Besides meeting the "good" rating, the proposed team is well integrated and several members shows that they have worked together extensively in the past.

NAME : ..... (Block Capitals)

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



**5. VALUATION SCHEDULE: EXPERIENCE OF KEY STAFF**

**Relevant experience of the key persons in the tendering firm in the competencies of Urban Design Town Planning.**

The Professional Town Planner’s experience relevant to this tender will be assessed and scored in terms of the number of years spent and the number of projects undertaken.

- A minimum of five years relevant experience is required.
- Points scored will be increased on a pro-rata basis up to a maximum of five for five relevant successful projects.
- The CV’s of professionals is to contain the necessary details to permit this assessment to be made.
- Ambiguous, over generalized or non-specific submissions will be omitted from the scoring.

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

	<b>General experience and qualifications</b>	<b>Project specific experience</b>
<b>(score 0)</b>	No response/ no documents submitted	No response/ no evidence of experience submitted
<b>Poor (score 40)</b>	Key staff have limited levels of general experience <5 years	Key staff have limited levels of the project specific, skills, training and experience<5 years
<b>Satisfactory (score 60)</b>	Key staff have reasonable levels of general experience > 5 years	Key staff have reasonable levels of the project specific, skills, training and experience > 7 years
<b>Good (score 90)</b>	Key staff have extensive levels of general experience > 7 years	Key staff have extensive levels of the project specific, skills, training and experience> 7 years, with local experience
<b>Very good (score 100)</b>	Key staff have outstanding levels of general experience > 10 years	Key staff have outstanding levels of the project specific, skills, training and experience > 10 years, including extensive local experience

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

NAME : ..... (Block Capitals)

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

**EXPERIENCE OF TENDERER and CURRENT PROJECTS**

**Acceptable Response** : To have successfully completed (ie. on time and to specification) projects of a similar value and being similar or more complex in nature in relation to the Scope of Works, over the past three (3) years.

The following is a statement of works of similar or more complex nature (in relation to the Scope of Works), , executed (within the past 3 years) or is currently being executed by myself / ourselves.

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

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

NAME : ..... (Block Capitals)

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



**KEY PERSONNEL**

**T2.2.11 PROFESSIONAL TOWN PLANNER**

Details of the Professional Town Planner must be attached here.

**Registration**

Registration Number .....[Registration certificate to be attached here]

**Relevant experience, (value & scope)**

Number of Years relevant experience claimed .....

Details of relevant experience are to be completed in table below [attach separate page if necessary]

<b>Client, contact person and telephone number</b>	<b>Name and Nature of Project</b>	<b>Value of Project</b>	<b>Date Completed</b>

NAME : ..... (Block Capitals)

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

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**APPROACH METHODOLOGY AND PROGRAMME**

Approach methodology to be attached here

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

NAME : ..... (Block Capitals)

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

**PROPOSED ORGANISATION ORGANOGRAM AND STAFFING**

The proposed organisation organogram and staffing details are to be attached here

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

NAME : ..... (Block Capitals)

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

**PART C1 : AGREEMENT AND CONTRACT DATA**

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

**C1.1.1 : OFFER**

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

Contract No: **7H-48214**

Contract Title: **Contract for Professional Service Provider to undertake a feasibility study to assess and analyse opportunities for GAP Affordable Housing on Remainder of Portion 539 of the Farm Riet River No. 842 within the Tranance Park suburb (Ward 59)**

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

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

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

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

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

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

**For the Tenderer:**

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

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

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

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

**Date** : .....

**Witness:**

**Signature** : .....

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

**Notes :**

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

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

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

**\*Declaration of Interest**

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

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

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

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



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

**C1.1.2 : FORM OF ACCEPTANCE**

**This Form will be completed by the Employer**

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

The terms of the contract are contained in:

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

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

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

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

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

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

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

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

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

**Address** : .....

: .....

**Witness:**

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

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

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

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

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

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

**FOR THE TENDERER**

**FOR THE EMPLOYER**

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

---

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

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

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

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

The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the GCC 2015 to the extent specified below, and shall take precedence and shall govern. Each item of data given below is cross-referenced to the clause in the GCC 2015 to which it mainly applies.

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

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

1.1.1.14 The time for achieving Practical Completion, from the Commencement Date is **XXX Weeks**

1.1.1.15 The Employer is : **eThekweni Municipality as represented by the Department Deputy Head**

1.1.1.16 The name of the Employer's Agent is: **Zama Mntungwa**

1.1.1.26 The Pricing Strategy is by Re-measurement Contract.

1.2.1.2 The address of the Employer is:

- Physical : **FORMAL HOUSING : 3rd floor Shell House, 221 Anton Lembede St. DURBAN, 4001**
- Postal : **FORMAL HOUSING : P.O. Box 3858, DURBAN, 4000**
- Telephone : **031-311 3283**
- Fax : **031-311 3067**

1.2.1.2 The address of the Employer's Agent is:

- Physical : **FORMAL HOUSING : 19th floor Embassy Bldg, 199 Anton Lembede St., DURBAN, 4001**
- Postal : **FORMAL HOUSING : P.O. Box 3858, DURBAN, 4000**
- Telephone : **031-311 3490 Telephone**
- Fax : **031-311 3067 fax**
- e-mail : **[zama.mntungwa@durban.gov.za](mailto:zama.mntungwa@durban.gov.za)**

5.3.1 The documentation required before commencement with Works execution are:

- **Health and Safety Plan (refer to Clause 4.3)**
- **Initial programme (refer to Clause 5.6)**
- **Indemnity Form**
- **Acceptance of Undertaking (ITO the OH&S Act)**
- Appointment and Acceptance Of Appointment as Responsible Person (ITO the OH&S Act)

5.3.2 The time to submit the documentation required before commencement with Works execution is **7 Days**.

5.8.1 The non-working days are **Sundays**.

The special non-working days are:

- 1) All statutory holidays as declared by National or Regional Government.
- 2) The year-end break that commences on the first working day after 15 December. Work resumes on the first working day after 5 January of the next year.
- 3) Delete the words "sunset and sunrise" and replace with "17:00 and 07:00".

- 5.12.2.2 Rain Delays - The numbers of days per month, on which work is expected not to be possible as a result of rainfall, for which the Contractor shall make provision, is given in the table below.
- During the execution of the Works, the Employer’s Agent’s Representative will certify a day lost due to rainfall only if at least 75% of the work force and plant on site could not work during that specific working day.
- Extension of time as a result of rainfall shall be calculated monthly being equal to the number days certified by the Engineer’s Representative as lost due to rainfall, less the number of days allowed for as in table below, which could result in a negative figure for certain months. The total extension of time for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as NIL.

Expected Number of Working Days Lost Per Month Due to Rainfall					
Month	Days Lost	Average Rainfall	Month	Days Lost	Average Rainfall
January	4*	134	July	1	39
February	3	113	August	2	62
March	3	120	September	2	73
April	2	73	October	3	98
May	2	59	November	3	108
June	1	28	December	1*	102
TOTAL	27	1009mm	* = The number of working days lost allows for the annual statutory Construction holiday in December and January of each year.		

- 5.13.1 The penalty (per Day) for failing to complete the Works is: **R500.**
- 5.16.3 The latent defect period is **not applicable.**
- 6.2.1 For contracts of value less than or equal to R 1m (incl. VAT) the liability of the Performance Guarantee shall be **Nil.**
- 6.5.1.2.3 The percentage allowances to cover overhead charges for daywork are as follows:
- 1) 80%of the gross remuneration of workmen and foremen actually engaged in the daywork;
  - 2) 20% on the net cost of materials actually used.
- 6.8.2 Contract Price Adjustment is **not applicable.**
- 6.8.3 Price adjustments for variations in the cost of **Bitumen** will be allowed. Bitumen escalation will be calculated using the “Rise and Fall” method as determined by the Employer. The base price for bitumen on this contract shall be the ruling price of 40/50 grade bitumen from the Durban Engen Refinery, seven (7) days prior to the closing date of tenders.
- 6.10.1.5 The percentage advance on materials not yet built into the Permanent Works is **80%.**
- 6.10.3 The percentage retention on the amounts due to the Contractor is 10%. The limit of “retention money” is 5% of the Contract Sum. Interest will not be paid on retention withheld by the Employer.
- 8.6.1.1.2 The value of Plant and materials supplied by the Employer to be included in the insurance sum is **Nil.**
- 8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **Nil.**
- 8.6.1.2 SASRIA Coupon Policy (Special Risks) : **not required.**
- 8.6.1.3 The limit of indemnity for liability insurance is **not applicable**
- 8.6.1.5 **No requirements.**
- 10.5.1 Dispute resolution is to be by means of **ad-hoc adjudication.**

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

1.1.1.9 The legal name of Contractor is:

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

1.2.1.2 The Physical address of the Contractor is:

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

The Postal address of the Contractor is:

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

The contact numbers of the Contractor are:

Telephone : .....

Fax : .....

E-Mail address : .....

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

#### **C1.2.3.1 COMMUNITY LIAISON OFFICER**

The Ward Councillor(s) in whose ward(s) work is to be done will, collectively, identify a community liaison officer (CLO) for the project and make the person known to the Contractor within two days of being requested to do so. The Contractor will be required to enter a written contract with the CLO that specifies:

- The hours of work and the wage rate of the CLO (200% of the Civil Engineering Industry minimum wage).
- The duration of the appointment.
- The duties to be undertaken by the CLO which could include :
  - Assisting in all respects relating to the recruitment of local labour.
  - Acting as a source of information for the community and councillors on issues related to the contract.
  - Keeping the Contractor advised on community issues and issues pertaining to local security.
  - Assisting in setting up any meetings or negotiations with affected parties.
  - Keeping a written record of any labour or community issue that may arise.
  - Any other duties that may be required by the Contractor.

Responsibility for the identification of a pool of suitable labour shall rest with the CLO, although the Contractor shall have the right to choose from that pool. The Contractor shall have the right to determine the total number labourers required at any one time and this may vary during the contract.

The Contractor shall have the right to replace labour that is not performing adequately. Should such occasion arise, it must be done in conjunction with the CLO.

Payment : The CLO will be reimbursed from the PC Sum item in the Preliminary & General Section of the Bill of Quantities.

#### **C1.2.3.2 EMPLOYMENT OF LOCAL LABOUR**

The contractor will be required to employ local labour as specified in Council Policy “The use of CLOs and Local Labour” referred to in Clause F.1.2 of the Tender Data. The contractor will be required to ensure that a minimum of 50% of the labour force is made up of local labour. For the purposes of this contract, “Local labour” will be deemed to be any persons who reside within the specified Ward. The contractor will be required to provide proof of authenticity of local labour. Signed confirmation by the appointed CLO will suffice for this.

No additional costs will be entertained due to this Particular Specification. The contractor will remain responsible for providing proper supervision of all labour, and will be responsible for the quality of work produced.

#### **C1.2.3.3 FTE (Full Time Equivalent) EMPLOYMENT INFORMATION**

It is a condition of contract that the Contractor supplies the Engineer’s Representative with information in respect of the employment of all foremen, artisans and labour (skilled and unskilled) employed to work on this contract. The **initial information** required is: Initials (as per ID document), Last Name (as per ID document), ID Number, Disability (y/n), Education Level, and Category of Employment. **Monthly information** required is : Number of days worked during the month, Daily wage rate, Number of training days during the month.

The information is to be forwarded in a format acceptable to the Employer’s Agent, but preferably in the form of an emailed EXCEL file (an original file, to be used as a template, will be issued to the Contractor). The Employer reserves the right to withhold payment until the monthly FTE information has been forwarded to the Employer’s Agent.

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

### **C2.1.1 GENERAL**

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

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

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

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

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

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

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

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

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

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

Where Provisional Sums or Prime Cost sums (PC Sum) are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with **Clause 6.6 of the General Conditions of Contract**. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **C2.1.8 PRELIMINARY AND GENERAL**

The Preliminary and General Section (Section 1) is provided to cover the Contractor's expenses incurred in complying with the requirements of the tender documents and consists of the following parts:

- Part AA : Preliminaries
- Part AB : General Specifications
- Part AH : Occupational Health and Safety

##### **(a) Fixed Charge Items**

Each item should be priced separately and, subject to the Engineer certifying in terms of **Clause 6.7 of the General Conditions of Contract** that the work has been done, payment will be made as follows:

- the total amount due when the certified value fixed charge items in this section is less than 5% of the net contract price;
- when the certified value of fixed charge items in this section is greater than 5% of the net contract price, payment will be limited to 5% of the net contract price. The remainder will be paid when the value of the work done under the contract, excluding the value of fixed charge items in this section, is greater than 50% of the net contract price, excluding the value of fixed charge items in this section.

##### **(b) Time Related Items**

Any Time Related items not priced shall be deemed to be covered by the prices of other items in the section. Payment of Time Related items in this section will be made throughout the contract period, the amount per month being the value of the item divided by the completion in months or, if specified in weeks, the equivalent number of months, in terms of **Clause 5.5 of the General Conditions of Contract**. The final monthly increment will only be paid upon the issue of a completion certificate.



**C2.2 : BILL OF QUANTITIES**

The Bill of Quantities follows and comprises of 01 pages.

**Service Providers to complete this schedule and transfer the total to the Form of Offer [Form C1] and to the Quotation Form**

ITEM	DESCRIPTION	RATE	AMOUNT
1.	Basic Fee for Professional Town Planner Services [ inclusive of all disbursements]		
	<b>SUB-TOTAL</b> <b>VALUE ADDED TAX @ 15%</b>		R R
	<b>TOTAL CARRIED TO FORM OF OFFER [FORM C1] AND QUOTATION FORM</b>		R

NAME : ..... (Block Capitals)

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

## PART C3 : SCOPE OF WORK

PAGE

## PART C3 : SCOPE OF WORK

PAGE

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

**Error!**

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#### **BACKGROUND**

Our vision is to continue transforming eThekweni Municipality into an inclusive and caring society that delivers opportunities for economic growth and freedom for all its people through service delivery excellence. Further, as an extension of our Transport Oriented Development TOD's, the City has advanced its objectives of providing affordable and inclusionary housing in areas that have easy access to public transport and urban opportunities.

The aim is to enable denser development, addressing spatial inequality with a mix of affordable and market-related housing and creating economic opportunities in order to create a place with a vibrant and diverse economy that is accessible to all.

This National Government has made a commitment to expedite new housing developments that are inclusive to ensure that housing opportunities for lower-income households are situated on well-located land. It has identified that it cannot overcome this demand backlog alone but it can be done with the inclusion of the private sector as well.

Affordable housing refers to housing with prices or values below the overall open market value which target below-average incomes which is household income brackets of R3501 – R22000 per month, and is inclusive of GAP Housing. It also refers to residential units valued at R500 000 or less.

### **C3.2 PROJECT SPECIFICATIONS**

**Error!**

**Bookmark not defined.**

#### **PROJECT SPECIFICATIONS / EMPLOYER'S OBJECTIVES**

The municipality requires professional services for the feasibility study to assess Affordable/GAP Housing opportunities on the site which will comprise of a minimum of 4 storey walk-ups. The proposal should be able to provide some sort of a relief to the housing backlog whilst ensuring the amenity of the area is maintained and improved. The employer wishes to obtain the services from the Professional Town Planner firm to manage a study that will contain expert comments/inputs from the following professional disciplines but not limited to;

- professional Urban Town Planner – basic planning assessment and recommendation
- professional Transport Engineer - for basic traffic comments and recommendation
- professional Quantity Surveyor- high level costing
- professional Architecture-concept design and layout
- professional environmentalist –environmental comments and guidelines to mitigate the concerns

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

**Error!**

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

- Report from Urban Town Planner with back up in form of relevant experts from IDP Housing Chapter, municipal SDF, Housing Development plan/strategy and SPLUMA.
- Attach copy of extract out of applicable Town-Planning Scheme with applicable proposed zoning and applicable rights and restrictions, also in respect of any process required to

create site assembly and conditions imposed and complied with, preferably a letter of confirmation from the project Town Planner

- Provide applicable Engineers' confirmation letters and bulk services reports Water, Sewer, Electricity, Roads and storm water.
- Identification of the site constraints and the development of a matching programme and cost estimates for resolving all issues identified
- To include an appropriate mixed use and housing mix scenarios, potential housing yield, governance and management model scenarios, financing and funding scenarios, risk assessment and recommendations.
- The budget must estimate the costs associated with the above-mentioned activities, as well as provide a high level estimate of the development costs for each property
- Provide a brief report outlining what existing desk-top information has been consulted to identify initial demand, summarizes the key results and how that confirms demand for the project.
- Prepare a Commercial Viability Report including the proposed funding model, revenue forecast, debt control funding and feasibility and propose alternatives if necessary.

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

**Error!**

**Bookmark not defined.**

#### **DUTIES AND RESPONSIBILITIES**

The duties and responsibilities of the Feasibility and Project Packaging Consultant is to include but not limited by under-mentioned

- 1) Feasibility Study
- 2) Town Planning Investigation.
- 3) Audit of existing services
- 4) Preliminary architectural layout maximizing full usage of site.
- 5) Development Cost Estimates and Development Programme.
- 6) Liaison with all relevant service providers; professionals and departments.
- 7) Recommendations on full development potential of the site for GAP/Affordable Housing needs.
- 8) Project Packaging of an application for funding should the need arise.

a) The feasibility report is expected to highlight the maximum number of units that can be expected.

b) Preliminary castings for the development will also be submitted inclusive of any infrastructure upgrades to metro standards and the envisaged levels of the service.

c) The eThekweni Municipality reserves the right to terminate the appointment at any stage due to information confirming that the project will not be economically viable. In such instance fees will be paid out up to the stage of termination.

