

THE MSUNDUZI MUNICIPALITY



HEAD: SUPPLY CHAIN MANAGEMENT
MRS D. N. GAMBU

333 Church Street, Private Bag X205, Pietermaritzburg, 3200
Telephone No. 033 – 392 2597

SPECIALIZED CONTRACT No. SCM 34 OF 18/19
PROVISION OF AD-HOC IMPLEMENTING AGENT SERVICES, WHICH WILL
INCLUDE BUILT ENVIROMENT PROFESSIONALS SERVICE AND CONSTRUCTION
SERVICES FOR HUMAN SETTLEMENT PROJECTS TO BE LISTED ON THE
MUNICIPAL SUPPLY CHAIN DATABASE FOR PROJECTS MORE THAN ONE
MILLION RAND (>R1 ,000 ,000.00) IN VALUE

Tenderer's Name:
Postal Address:
Telephone No:
Fax No:
E-Mail Address:
Contact Person:

Tenders contained in sealed envelopes and marked with “**Contract No. SCM 34 of 18/19**” and the **Contract Description** must be placed in the Tender Box located in the Foyer, Ground Floor, City Hall, 169 Chief Albert Luthuli Street (formerly Commercial Road), Pietermaritzburg, 3201, not later than **12h00** on **Thursday, 11 April 2019**, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

THE MSUNDUZI MUNICIPALITY

TENDER SUBMISSION CHECKLIST

The Checklist below is attached hereto to assist Tenderers with the completion of the tender document. Tenderers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

It must be noted that the Council shall not be held liable for any loss or damage incurred to the Tenderer should the Tenderer fail to fulfil the requirements of the Tender.

No.	Description	<u>Tenderer to Tick (√)</u>	<u>For Official Use Only</u>	
1	Has the Tender Document been completed in INK and all corrections counter-signed? (No correction fluid used)		D	
2	Has all tendered rates been priced in INK and corrections counter-signed? (No correction fluid used)		D	
3	Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form?			
4	Has all information as required in terms of the Tender Document been submitted with the tender?		D	
5	Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the "Site Inspection/Tender Briefing" Certificate been completed and signed at the meeting?	✓	D	
6	Has ALL the "Data Sheet" Forms been completed, stamped and signed (where applicable) by a Commissioner of Oaths?		D	
7	Has the "Tender Form" been completed and signed?		D	
8	Has the "Preference Points Claim Form in terms of the Preferential Procurement Regulations 2011" been completed in its entirety and signed?			
9	As an EME , is a certificate issued by an Accounting Officer or a Verification Agency accredited by SANAS or a Registered Auditor attached to the tender document?			
10	As a NON-EME , is an original and valid B-BBEE status level Verification Certificate or a certified copy thereof attached to the Tender Document?			
11	Is a valid Original Tax Clearance Certificate or Tax Compliance Status Verification Pin attached to the Tender Document?		D	
12	Has the CSD Supplier Number and Unique Registration Reference Number submitted with the Tender Document?		D	

***** D: Failure to comply with these Sections may prejudice the tender.**

Name of Tenderer : _____

Signature : _____

Date : _____

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12. <u>TENDERERS PLEASE NOTE:-</u>	
12.1 Tenderers are advised to check the number of pages and should any be missing or duplicated, or the reproduction indistinct, or any descriptions ambiguous, or this document contain any obvious errors they shall inform the Head: Supply Chain Management or the Engineer at once and have the same rectified. No liability whatsoever will be incurred in respect of errors in any tender due to the Tenderer's failure to observe this requirement.	
12.2 The Tender Notice appeared in The Ilanga newspapers and on Council's website on Thursday, 26 February 2018. The tender closes at 12h00 on Wednesday, 04 April 2018 at the City Hall. Sealed tenders shall be placed in the Tender Box situated in the Foyer of the City Hall not later than the stipulated time and date above.	

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TENDER NOTICE

The Msunduzi Municipality hereby invites tenders from suitably qualified and experienced Implementing Agents or Constructors for inclusion onto the above database to be engaged on an "as and when" required basis. **Only Service Providers who are Level 1 and Level 2 B-BEE Contributors will be considered for appointment.**

Tender documents will be available to tenderers from **14h00 on Wednesday, 13 March 2019**. Tender documents can be downloaded and printed at the tenderer's cost from the National Treasury e-Tender Publication Portal on www.etenders.gov.za.

Printed copies of the tender documents shall also be available from **14h00 on Wednesday, 13 March 2019**, from the Supply Chain Management Unit Offices, 5th Floor, A S Chetty Building, 333 Church Street, Pietermaritzburg, at a non-refundable tender deposit fee of **R854.45** including VAT for each document drawn. Only cash, bank guaranteed cheques or EFT payments will be accepted.

For technical enquiries regarding the scope of works, please contact **Phumlani Gumede** on either **Tel. No. 033 392 207 1** or e-mail: phumlani.gumede@msunduzi.gov.za

For Supply Chain Management related information, please contact **Phiwe Mthlane** on either **Tel. No. 033 - 392 2486** or e-mail: phiwe.mthlane@msunduzi.gov.za.

A compulsory Tender Briefing Meeting for the above project will be held at 10h00 prompt on Tuesday, 26 March 2019, in the Human Settlements Boardroom, 4th Floor, Gallwey House, 19 Gallwey Lane, Pietermaritzburg, 3201. Only one Tender Briefing Meeting will be held. ***Tenderers arriving at the meeting after the stipulated starting time will be disqualified. Further, all Tenderers attending the meeting must be in possession of a Tender Document failing which the Tenderer shall be disqualified. Tenderers producing only the Tender Briefing Certificate at the meeting will not be considered.*** Only one representative per Company or Consortium will be allowed to attend the above meeting.

No Tenderer will be allowed to purchase or collect tender documents after 14h00 on **25 March 2019**, and the Msunduzi Municipality will not be held liable for any loss or damages sustained by the Tenderer in this regard.

Sealed tenders endorsed on the envelope "**Specialised Contract No. SCM 34 of 18/19 and the Contract Description**" must be placed in the Tender Box located in the Foyer, Ground Floor, City Hall, 169 Chief Albert Luthuli Street, Pietermaritzburg, not later than **12h00 on Thursday, 11 April 2019**, when they will be opened in public. Only tenders placed in the tender box shall be accepted. Under no circumstances whatsoever will any extension of time be allowed for submission of tenders.

Tender Validity period: Four (4) months commencing from the closing date of the tender.

Tender Adjudication/Evaluation Criteria: The tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Preference Point System in accordance with the Preferential Procurement Regulations, 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

The Functionality for Stage One shall be evaluated on the following criteria: -

Key Aspect of Criterion	Max. Points	Basis for Points Allocation	Max. Score	Verification Method
1. Experience of the Implementing Agent	35	a) Project Value: 1 Point for every R20m b) No. of Human Settlements Projects Undertaken: 1 point per housing project c) Project Types Undertaken: 1 Point per project type. d) Locality.	5 10 10 10	List of projects and appointment letters or completion certificates to be attached. Proof of business address to be attached
2. Methodology	25	Define a clear and unambiguous strategy of executing the project. Including compliance with relevant regulatory bodies, applicable by-laws of the Municipality. The following areas must be addressed in addition to others which are necessary for the Project success: Geotech Investigation Environmental Assessment Land Audit/ Town Planning Social Facilitation Bulk Engineering Services Project Management	5 points per every relevant area covered and defined	Methodology write up document
3. Stakeholders organogram	10	Clearly indicate the stakeholders and their associated roles and responsibilities	1 for each stakeholder and responsibilities	List of identified stakeholders and their responsibilities

4. Risk Area	20	Clearly identify and define the key generic risks areas associated with the Human Settlement project. 2 points per risk identified and 2 points for mitigation solutions. Maximum 4 points per risk.	2 for each risk and mitigation solution	List of identified generic risks and mitigation solutions
5. Project Management	10	Should display appropriate, applicable and relevant management skills on previous similar assignments. 2 points per activity identified and explained	2 points per activity identified and explained.	List of activities identified and explained.
Total Points	100			

The Msunduzi Municipality does not bind itself to accept the lowest or any tender, and reserves the right to accept the whole or any part of a tender. Each tenderer will be informed of the tender result. The Msunduzi Municipality expects businesses within the Pietermaritzburg and Midlands Region to support its contract and BEE/SMME initiatives.

MS. NELISIWE NGCOBO (ACTING CITY MANAGER)

THE MSUNDUZI MUNICIPALITY

STANDARD CONDITIONS OF TENDER

1. DOCUMENTS

This document comprises Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions of Contract (if any), Legislation, Specifications, Schedule of Unit Prices, Tender Form, Drawings (if any), Data Sheets and Annexures thereto.

2. SUBMISSION OF TENDERS

Tenders must be made out on the Tender Form annexed hereto. Tenderers are advised that this document must be completed in ink and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified.

Only original hand priced tender documents will be considered. Tenders submitted by telegram, telex or facsimile shall not be considered. ***The use of correction fluid is strictly prohibited.*** All corrections are to be countersigned.

Tenderers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the City Hall, 169 Chief Albert Luthuli Street (Commercial Road), Pietermaritzburg, 3201, and placed in the Tender Box situated in the Foyer, Ground Floor. The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents including any employee of the Council.

Sealed tenders addressed endorsed with the appropriate contract number, must reach the City Hall, Pietermaritzburg not later than the date and time stated in the public advertisement inviting tenders, when they will be opened in public. Under no circumstances will any extension of time be allowed for tendering. Tenders shall remain open for three (3) calendar months from the date of opening, except for the initial five (5) working days grace period within which period a tender may be permitted to withdraw a tender subject to an application with good and sufficient reasons being submitted in writing to the approval and at the sole discretion of the Head: Supply Chain Management

All literature submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Tenderer's failure to comply with this condition.

In the case of a Tenderer withdrawing his/her tender after the expiry of the grace period, the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that Tenderer.

3. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

Without detracting from any prevailing law, no Tenderer shall offer, promise or give any person or persons connected with the tender or the awarding of a contract, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract, nor communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the date of closing of tenders and the date of notification of the successful Tenderer; provided always that the Head: Supply Chain Management may obtain additional information from a Tenderer to enable her to formulate her recommendation to Council.

Any attempt to contravene this condition which is brought to the notice of the Head: Supply Chain Management may result in the disqualification of the tender.

Prospective Tenderers are further advised that s118 of the Municipal Finance Management Act prohibits the interference, by any person, with the supply chain management system of the Municipality and the amendment or tampering with any tender, quotation, contract or bid after their submission.

4. IMPORT PERMITS

The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Tenderer must apply direct for any import permits or currency needed, but the Council will furnish the successful Tenderer with a supporting statement if required.

5. PRICES

Subject to paragraph 9 of the Standard Conditions of Contract, prices shall be based on payment being made within thirty (30) days of receipted delivery and quoted net in South African currency and shall include for all costs whatsoever including materials, plant, labour, patent rights, royalties, freight, insurance, customs, railage and delivery to the place or places nominated in the tender documents, unless the Tenderer states otherwise on Annexure "A" hereto attached.

6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government.

Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for business, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and payroll system. It will electronically verify a supplier's tax and B-BBEE status and enable public sector officials doing business with the state to be identified.

All prospective suppliers can register any time on the CSD website www.csd.gov.za

Prospective suppliers may also visit the Provincial Treasury Database office situated at Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg from 08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD.

For further information or enquiries, please contact 033 – 897 4516 / 033 – 897 4212 / 033 – 897 4624 / 033 – 897 4535 / 033 – 897 4676 / 033 – 897 4509 or Toll-Free at 0800 201 049 during office hours or via e-mail at database@kzntreasury.gov.za.

With effect from 01 July 2016, the Msunduzi Municipality will not award any tender to a supplier not registered as a prospective supplier on the CSD. Negotiations for the tender award will only be concluded with the qualify tenderer(s) who is/are registered on the CSD on or after 01 July 2016.

In order for Council to verify your Company's registration with CSD, please provide the following information for verification purposes:-

CSD Supplier Number	
Unique Registration Reference Number	

Failure to provide the above information shall render the tender to be disqualified.

7. TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

Tenderers shall be required to submit together with the tender document a valid original Tax Clearance Certificate or a Tax Compliance Status Verification Pin issued by SARS. Failure to submit an original Tax Clearance Certificate or a Tax Compliance Status Verification Pin will result in the invalidation of the tender. Certified copies of the Tax Clearance Certificate will not be acceptable.

Further to the above, Tenderers are to note that the Tax Clearance Certificate must be valid for the full duration of the tender validity period i.e. three (3) months commencing from the closing date of the tender.

Should the validity of the Tax Clearance Certificate expire prior to the final award of the contract being made, the Council reserves the right to request the Tenderer to submit a further valid Tax Clearance Certificate. In this instance, the Tenderer shall be given seven (7) days written notice in which to comply.

Should the Tenderer fail to comply with the above request, the Council further reserves the right to make no award to the Tenderer and the Council shall not be held liable for any loss or damages sustained by the Tenderer.

If a tenderer has already submitted an original Tax Clearance Certificate when registering on the Central Supplier Database (CSD), then there is no need to submit a hardcopy of another Tax Clearance Certificate provided that the Tax Clearance Certificate is still valid for the full duration of the validity period for this contract. In this instance, the Tenderer will be required to indicate below the CSD Supplier Number and Unique Registration Reference Number for verification purposes:-

CSD Supplier Number	
Unique Registration Reference Number	

8. ALTERATIONS BY TENDERER

If a Tenderer wishes to submit alternative proposals for consideration or wishes to change the Conditions of Contract, Specification, Quantities or Drawing, or to qualify the tender in any way, such changes and or proposals are to be listed in Annexure "A" hereto, failing which the tender will be deemed to be unqualified. It must be clearly understood that the Council will be under no obligation to accept any such qualification.

9. PERIOD FOR DELIVERY

Unless otherwise specified in these documents, the Tenderer shall state the period within which the complete delivery of all items described in these tender documents and covered by this contract is offered. Such period(s) shall form part of the Conditions of Contract and may be taken into consideration in the adjudication of tenders.

10. INCOMPLETE TENDERING

Tenders may be rejected if they show any additional, conditional or incomplete offers, irregularities of any kind in either the Tender Form or the Pricing Schedule or if the prices tendered in the Schedule are not market related i.e. the tendered rates does not conform to current day prices.

Partial awards may be made where this is perceived by the Head: Supply Chain Management or the Engineer to be in the best interests of the Council. Council reserves the right to take into account the principal of the distribution of works in order to empower SMME's and BEE's.

Should there be any difference or discrepancy between the prices or particulars contained in the Tender Form and those contained in any covering letter from the Tenderer, the prices or particulars contained in the Tender Form shall prevail.

11. ACCEPTANCE OF ANY TENDER

The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.

Where less than three (3) tenders are received for items, the Head: Supply Chain Management reserves the right to purchase such items on the open market notwithstanding the acceptance of an offer.

The procedure which will be followed with the acceptance of a tender is as follows:

No formal agreement will be signed.

A letter of acceptance stipulating which rate/s has been accepted will be sent by the Head: Supply Chain Management to the Tenderer and the tender, together with the letter, shall constitute a binding agreement between the Tenderer and the Council.

Unless otherwise stipulated in the letter covering the tender, the Tenderer shall have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of or in connection with the submission of the tender, which are in conflict with the Council's conditions of Tender and the Standard Conditions of Contract. The Tenderer is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

12. DOMICILIUM CITANDI ET EXECUTANDI

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract or as a result of any action arising in conjunction with it, the Council chooses City Hall, 169 Chief Albert Luthuli Street (Commercial Road), Pietermaritzburg.

The Tenderers domicilium citandi et executandi shall be held to be whatever street address given in the Tender Form attached hereto.

Either party may at any time give one (1) month notice in writing of a change of its domicilium citandi et executandi provided such address shall be within the Republic of South Africa.

13. SAMPLES FOR ADJUDICATION

Samples may be required at the tender stage for adjudication purposes. If so, they are to be supplied at the Tenderer's expense and in accordance with the specifications.

14. DATA SHEETS

Tenderers shall be required to complete all Data Sheets and the Tender Form attached hereto in their entirety for adjudication purposes. Where Data Sheets and/or any other documentation as contained herein are required to be commissioned, such Data Sheets and/or documentation must be stamped and signed by a Commissioner of Oaths.

Failure to comply with these provisions will render the offer unresponsive (invalid).

15. MUNICIPAL FEES

All Tenderers are to sign the Declaration herein where they declare that their Municipal Fees are in order, or proper arrangements have been made with the Council, and include the relevant account numbers in the declaration.

16. APPEALS AND/OR OBJECTIONS

Any Tenderer aggrieved by decisions or actions taken by the Municipality may lodge within fourteen (14) calendar days of the date of the decision or action, a written objection or complaint to the Municipal Manager.

In the event of the above case, the following procedure shall apply:-

The Tenderer shall be required to pay an appeal/objection fee in the amount of **half percent (0.5%) of the total contract sum including VAT or R2 000.00, whichever is the greater to a maximum value of R20 000.00.**

The fee is to be paid in cash or by bank guarantee cheque on or before the expiration of the above period and proof of such payment is to be submitted together with the letter of appeal/objection to the Municipal Manager. No appeal/objection will be addressed should the afore-mentioned condition not be adhered to and the Municipality shall not be held liable for any loss or damage sustained by the Tenderer due to the Tenderer's failure to adhere to the above condition.

17. PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

Tenderers claiming preference points shall be required complete Annexure "C" hereto in its entirety and to fully comply with the General Conditions, Definitions and Directives stated therein.

Tenderers shall be required to submit, together with the tender document, a valid original or certified copy of their B-BBEE status verification certificate or a sworn affidavit as prescribed by the B-BBEE codes of good practice and must be valid until the closing date of the tender.

Tenderers who have submitted a valid and original or certified copy of their B-BBEE Status Level Verification Certificate or a sworn affidavit to the Council for **any other contract** need not submit a further Verification Certificate or a sworn affidavit provided that the Verification Certificate or a sworn affidavit previously submitted is still valid until the closing date of this tender. In this instance, the Tenderer will be required to indicate below the Contract No. in order to qualify their tender.

Contract No.	
---------------------	--

18. COMBATIVE TENDERING

The Supply Chain Management Regulations states that Combative practices are unethical and illegal. These include but are not limited to:-

- (i) Suggestions to fictitious lower quotations;
- (ii) Reference to non-existent competition;
- (iii) Exploiting errors in bids;
- (iv) Soliciting bids from Tenderers whose names appear on the list of restricted bidders/suppliers/persons, and,
- (v) Submission of two bids by a Tenderer.

Any attempt to contravene this condition which is brought to the notice of the Municipal Manager or the Head: Supply Chain Management shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

19. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE

The Supply Chain Management Regulations states that the Council 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 and 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 municipal entity.

20. COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC)

Service Providers shall be required to submit together with the tender, proof of registration with the above commission for verification purposes.

21. SUB-CONTRACTING THE WORK

Should the goods or services required under this contract be subjected to the Tenderer sub-contracting the work, the Tenderer shall be required (**for adjudication purposes**) to submit together with the tender a letter of undertaking from the Sub-Contractor indicating the Sub-Contractor's willingness to supply the Tenderer the goods or services required for the full duration of the contract period. Failure to comply with this condition may prejudice the tender.

Further to the above, it must be noted that the Council shall not be held liable for any payments whatsoever to the Sub-Contractor and such arrangements shall rest between the Tenderer and the Sub-Contractor.

22. CESSION AGREEMENTS

Cession Agreements can be considered by the Municipality in the event of empowering SMME's.

23. ADJUDICATION CRITERIA

The tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Preference Point System in accordance with the Preferential Procurement Regulations, 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000. The Functionality for Stage One shall be evaluated on the criteria as outlined in the Tender Document herein.

24. JOINT VENTURE AGREEMENTS AND CONSORTIUMS

Service Providers intending to tender in the form of Joint Ventures/Consortiums **must submit** the following documentation together with the tender:-

- 1) Original valid Tax Clearance Certificates of all parties of the Joint Venture/Consortium;
- 2) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract, and,
- 3) A consolidated valid and original or certified copy of their B-BBEE Status Level Verification Certificate obtainable from a verification agency accredited by SANAS or a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA).

Further to the above, the name of the Joint Venture/Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

THE MSUNDUZI MUNICIPALITY
STANDARD CONDITIONS OF CONTRACT

1. DEFINITIONS AND INTERPRETATIONS

The following definitions shall apply:-

"Council" means the Msunduzi Municipality.

"Engineer" means the General Manager: Human Settlement of the day of the Msunduzi Municipality or the said Manager's duly appointed Representative.

"Head: Supply Chain Management" means the Head: Supply Chain Management of the day of the Msunduzi Municipality or the Head: Supply Chain Management's duly appointed Representative.

"Contractor" means the person, firm or company whose tender has been accepted by the Msunduzi Municipality and includes the supplier's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Supplier.

"Contract Document" means the Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions (if any), Specifications, Schedule of Quantities/Equipment, Priced Schedule of Rates and Prices, Drawings (if any), Tender Form and Annexures thereto and the final Letter of Acceptance.

"Contract Price" means the sum named in the tender, subject to such additions thereto or deductions therefrom as may be made from time to time under the provisions hereinafter contained.

"Special Conditions" means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure "A": Alterations by Tenderer hereof.

"Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

"Goods" means the equipment, plant, vehicles or materials to be supplied in accordance with the Contract.

"Preferential Procurement Policy" means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

"SARS" means the South African Revenue Services.

2. QUALITY OF MATERIALS AND WORKMANSHIP AND TESTS

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the specification and shall be subjected to such tests, carried out by such persons, as the Engineer may direct at the place of manufacture or fabrication or at the delivery site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, mass or quantity, mass or quantity of any materials for testing as may be required by the Engineer. The Contractor may be present at any tests which the Engineer decides to carry out.

3. SAMPLES FOR QUALITY CONTROL

If samples are required in terms of the specification, such samples shall be supplied by the Contractor at his/her own cost.

All samples approved by the Engineer will be retained by him/her as standards for the duration of the contract.

The Council reserves the right to purchase any sample submitted at the tender price. Samples not so purchased will be recoverable by the Contractor at his/her expense.

4. REMOVAL OF IMPROPER MATERIALS

All materials delivered to the delivery site will be inspected by the Engineer and should any be delivered which, in the opinion of the Engineer, are inferior in quality or workmanship to the deposited sample or to the standard required in the Specification or be found to be damaged on delivery, such goods shall be immediately removed by the Contractor.

No payment will be made for any materials nor for any loss incurred by the Contractor as a consequence of such rejection.

5. QUANTITY

The Council does not guarantee to purchase any specific quantity and orders will be placed for materials as and when they are required. The tendered price shall apply to all purchases regardless of the quantity ordered. Should the Contractor wish to place any limit on the maximum quantity to be supplied, this must be clearly stated in the tender.

6. DELIVERY

Prices shall include for the delivery of the materials as detailed in the specifications. The Contractor shall be responsible for all damages or breakages in transit until the materials have been accepted by the Engineer at the delivery site.

Immediately after forwarding any materials, an advice note shall be sent in duplicate to the Engineer, Private Bag X205, Pietermaritzburg, giving the size and mass of each article, where applicable, and the date of despatch.

All ordered materials shall be delivered within the period stated in the tender. If a Tenderer is unable to comply with this clause, the delivery period offered must be stated.

7. PENALTY FOR LATE DELIVERY

Upon any delay in delivery beyond the tendered delivery period, the Council shall be entitled forthwith to purchase services of the same description as and in lieu of those specified to be supplied, or forthwith to cancel the contract and to purchase elsewhere such materials as may be required during the contract period and the Contractor shall bear any difference in price between any materials so purchased and the tendered price. The amount of such difference shall be paid by the Contractor to the Council immediately on demand, or the Council may deduct such difference from moneys (if any) otherwise payable to the Contractor in respect of materials or services already delivered under this or any other contract.

8. TERMINATION OF THE CONTRACT

Should the Contractor (for whatever reason) fail to execute the works in accordance with the terms and conditions stated herein, the Council reserves the right to cancel the contract forthwith without prejudice to Council and the Council shall not be held liable for any loss or damages resulting from such cancellation.

Further to the above, the Council reserves the right to enforce Clause 7 above including any other remedies it may deem necessary.

9. TERMS OF PAYMENT

Payment will be made by the Chief Financial Officer (CFO) within thirty (30) days on receipt of a certificate of payment issued by the Engineer and will be made by means of a cheque drawn upon the Council's bankers in Pietermaritzburg. No cash payments shall be made.

Where the value of the works exceed R3 000.00 excluding VAT, the Contractor must quote the Council's VAT Registration No. 4600107835 on all Tax Invoices for payment purposes.

Where offers of discounts eg for payment within thirty (30) days of rendering accounts, are made by Contractor, these will be taken into account in the adjudication of tenders. Contractors shall be required to have a bank account in the legal name of the Contractor as indicated on the Tax Clearance Certificate. No payment whatsoever will be made should the Contractor fail to comply with this requirement and the Council shall not be held liable for any loss or damages sustained by the Contractor in this regard.

10. PRICE ADJUSTMENT/ESCALATION

- (a) In all cases where a tendered price is offered subject to adjustment, such adjustment shall be calculated in accordance with the following formula:-

Where:

$$E = V \times \frac{(I_e - 1)}{I_o}$$

E = the amount of adjustment

- V = tendered price/value
I_e = index applicable at the invoice date, and
I_o = the base index

unless the Contractor expressly stipulates and sets out in detail an alternative formula in terms of which prices will escalate.

Where Contractors have linked their prices to manufacturers/suppliers price increase, full disclosure of the rates/prices must be submitted together with the tender.

- (b) Notwithstanding the provisions of paragraph (a), the Council shall not be liable for adjustment unless the Contractor specifies a price index (or indices) in respect of the materials to be supplied.
- (c) For the purpose of calculating the amount of adjustment in terms of any formula, the base index shall be the index for **December 2017** regardless of the actual due tender date.
- (d) The index for the previous month shall apply up to and including the 15th day of a month, thereafter the current month's index shall apply.
- (e) The applicable index (indexes) is: _____

In any case where a Contractor has complied with the conditions set out above, the Council shall nonetheless not be liable to pay for adjustment unless the Contractor, in submitting an account, submits, on each occasion the Contractor does so, a separate account reflecting the adjustment amount claimed together with all calculations and documents necessary to verify the claim.

Upon receipt of the claim account referred to above, the Council shall not however be obliged to settle the account until the amount claimed is verified by the Council's Auditors in terms of the preceding paragraphs.

The Contractor must please submit claims before 31 July for the previous financial year ending 30 June. No claims submitted after this date will be entertained.

11. GOVERNMENT CONTROLLED PRICES

Where the tendered price of any item placed on contract is controlled by the various Control Boards constituted under the Marketing Act or by the Price Controller, such price shall, in the event of any amendment to the price ruling at the time the tender was submitted being sanctioned by the Price Controller, be subject to a like increase or decrease as the case may be. Contractors must state clearly which items are subject to such control; unless this is done no payments will be made in the excess of the tendered prices. In the event of price control over any item on contract being withdrawn during the currency of the contract, the contract price applicable to such item thereafter shall not be higher than the price in operation immediately prior to the withdrawal of price control.

If the Contractor claims escalation, Clause 10 does not apply.

12. FORWARD COVER

The Contractor will be deemed by submission of a tender to hold or to have arranged forward foreign exchange cover on all imported goods or materials, with the cost thereof included in the price schedule. In any case which a Contractor tenders a price subject to exchange rate fluctuations, the exchange rate/s and the date/s thereof at which the goods or materials are offered are based must be clearly indicated on Annexure "A": Alterations by Tenderer. If no exchange rate/s is indicated, the tender prices shall be considered not subject to any exchange rate fluctuations.

13. INSURANCE AND RAILAGE RATES ETC

Should there be any increase in the statutory rates of freight, insurance and railage, a pro rata increase or decrease shall be made in the price of the material delivered. The contractor shall notify the Municipal Manager, or the Chief Financial Officer, or the Head: Supply Chain Management as the case may be of any variation in rates as soon as the Contractor is aware of them.

A claim for increased freight, insurance and railage will be admitted on production of the original papers showing clearly that the amount has been paid by the contractor.

14. ASSIGNMENT AND SUBLETTING

Neither the Supplier nor the Council shall assign the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other.

The Supplier shall not sub-let the whole or any part of this contract without the written consent of the Engineer and such consent, if given, shall not relieve the Supplier from any liability or obligation under the contract.

15. SECURITY OF INFORMATION

Subject to the provisions of the Promotion of Access to Information Act, the information revealed in this tender document is to be classified as confidential. Accordingly, the Engineer reserves the right to request references and generally examine bona fides and available facilities of any company of firm wanting to participate in this contract.

16. LAW TO APPLY

The contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and the Contractor in regard to the contract shall be settled in the Republic of South Africa.

17. PATENT RIGHTS

The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights, and shall hold the Council indemnified and harmless against any claims for loss or damage to (including legal expenses) arising therefrom.

18. SEQUESTRATION OR SURRENDER OF CONTRACTOR'S ESTATE

In the event of an order being made for sequestration of the Contractors estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Contractor making application for the surrender of the Contractors estate, or if the Contractor shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of the Contractors creditors, or purport to do so, or if the Contractor, being a company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to terminate the contract without payment of any compensation to the Contractor, and without prejudice to the right of the Council to sue the Contractor for any damages sustained by it in consequence of one or the other of the afore-mentioned events.

19. CONTRACT TO BE IN CONFORMITY WITH BY-LAWS AND ANY OTHER APPLICABLE LAWS

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

THE MSUNDUZI MUNICIPALITY

LEGISLATION

1.0 GENERAL

1.1 Contractors will be deemed by virtue of submitting a tender to have undertaken to be aware of and comply fully for all purposes under this contract with all current legislation and related regulations. The following Acts, as amended from time to time, are listed for the attention of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract, the cost of so doing being expressly included in the contract sum. It is the sole duty of the Contractor to ensure that it acquaints itself and complies with all applicable legislation. **The Council shall not be liable in any way whatsoever for any errors or omissions in the legislation listed herein.**

2.0 THE OCCUPATIONAL, HEALTH AND SAFETY ACT (ACT 85 OF 1993) (OHS ACT)

2.1 The OHS Act covers inter alia "any work in connection with –

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project;
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

2.2 The OHS Act covers *inter alia* "any work in connection with -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project; and
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

2.3 The arrangements and procedures to ensure compliance by the Mandatory with the provisions of the OHS Act referred to in the Agreement, in Annexure B, between the Employer and the Contractor in this contract are:

2.3.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).

- 2.3.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.
- 2.3.3 The Mandatory shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.
- 2.3.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.
- 2.3.5 The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.
- 2.3.6 The Mandatory shall, before commencing or carrying out the work, inform the divisional inspector in writing of:-
- a) the address of the premises on which such work will be carried out;
 - b) the nature of such work;
 - c) the date on which it is expected that such work will be commenced; and
 - d) the date on which it is expected that such work will be completed.
- all in terms of Clause 15c of the GAR
- 2.3.7 The Mandatory shall comply with all other aspects of the OHS Act relative to the nature of the works and shall scrupulously observe and execute any instruction given by an official inspector with reference thereto.

3.0 THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)

- 3.1 Contractors are required to register as employers in terms of the COID Act.
- 3.2 Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community based labour.
- 3.3 In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

4.0 THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)

- 4.1 Contractors are required to register as employers in terms of the LR Act.
- 4.2 Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

5.0 THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)

5.1 Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

6.0 THE INCOME TAX ACT (ACT 58 of 1962)

6.1 Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

7.0 THE VALUE ADDED TAX ACT (ACT 89 of 1991)

7.1 Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed R150 000 by the end of February each year, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.

7.2 It is recorded that the Employer in this contract is registered as a VAT vendor.

8.0 THE ENGINEERING PROFESSION ACT OF SOUTH AFRICA (ACT 114 of 1990)

8.1 Where work undertaken in connection with this contract falls within the meaning of "*kinds of work reserved for professional engineers*" as fully set out in the Engineering Profession Act of South Africa 1990, or any amendments thereof, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.

8.2 The Service Provider shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Service Provider shall submit at the time of tendering the name(s), qualifications and address(es) of the Professional Engineer(s) responsible for the various disciplines and portions of the work comprising this contract.

9.0 NON-COMPLIANCE

9.1 The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.

9.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council discovers any contravention of the laws expressly mentioned herein or any other applicable law, then the Council shall have the right to cancel this contract forthwith. In such event, the Council shall not be liable for any loss or damages caused by such cancellation.

THE MSUNDUZI MUNICIPALITY

SPECIALIZED CONTRACT No. SCM 34 OF 18/19 PROVISION OF AD-HOC IMPLEMENTING AGENT SERVICES, WHICH WILL INCLUDE BUILT ENVIROMENT PROFESSIONALS SERVICE AND CONSTRUCTION SERVICES FOR HUMAN SETTLEMENT PROJECTS TO BE LISTED ON THE MUNICIPAL SUPPLY CHAIN DATABASE FOR PROJECTS MORE THAN ONE MILLION RAND (>R1 ,000 ,000.00) IN VALUE

SPECIFICATION

1.0 SCOPE OF CONTRACT

The scope of contract calls for a panel of services providers for provision of ad-hoc implementing agent services, which will include built environment professionals service and construction services for human settlement projects to be listed on the municipal supply chain database for projects more than one million rand (>r1 ,000 ,000.00) in value

2.0 DETAILED SPECIFICATION

2.1 General

The Human Settlement Business Unit wishes to engage Planning Professionals, Implementing Agents and Constructors into a panel of experts on an “as and when” required basis.

2.2 Scope of Works

The scope of work which the panel of experts to be assembled will engage with will include but not limited to the attached Terms of reference as per **Appendix A**.

3.0 CONTACT PERSONS

For any technical related enquiries, please contact Phumlani Gumede (Human Settlement) on direct Telephone No. 033 – 392 2071 or e-mail address phumlani.gumede@msunduzi.gov.za.

For any procurement related enquiries, please contact Phiwe Mthlane (Supply Chain Management Unit) on direct Telephone No. 033 – 392 2486 or e-mail address phiwe.mthlane@msunduzi.gov.za.

4.0 COMPULSORY TENDER BRIEFING MEETING

A compulsory Tender Briefing Meeting for the above project will be held at 10h00 prompt on Tuesday, 26 March 2019, in the Human Settlements Boardroom, 4th Floor, Gallwey House, 19 Gallwey Lane, Pietermaritzburg, 3201. Only one Tender Briefing Meeting will be held. *Tenderers arriving at the meeting after the stipulated starting time will be disqualified. Further, all Tenderers attending the meeting must be in possession of a Tender Document failing which the Tenderer shall be disqualified. Tenderers producing only the Tender Briefing Certificate at the meeting will not be considered.* Only one representative per Company or Consortium will be allowed to attend the above meeting.

No Service Provider will be allowed to represent more than one (1) Company at the meeting. Only one representative per Company or Joint Venture or Consortium will be allowed to attend the above meeting.

5.0 CLOSING DATE

Sealed tenders endorsed on the envelope "**Specialised Contract No. SCM 34 of 18/19 and the Contract Description**" must be placed in the Tender Box located in the Foyer, Ground Floor, City Hall, 169 Chief Albert Luthuli Street, Pietermaritzburg, not later than **12h00 on Thursday, 11 April 2019**, when they will be opened in public. Only tenders placed in the tender box shall be accepted. Under no circumstances whatsoever will any extension of time be allowed for submission of tenders.

6.0 CONTRACT PERIOD

The listing on the Municipal Supply Chain database for Planning Professionals, Implementing Agents and Constructors is to run for three (3) years from date of listing.

7.0 LEGISLATIVE PROVISIONS

All works to be undertaken under the Contract shall be compliant in accordance and/or governed by:-

- Supply Chain Management Regulations
- The Income Tax Act. (Act 58 of 1962)
- The Value added Tax Act (Act 89 of 1991)
- The Labour Relations Act (Act 3 of 1993)
- CIPRO Company registration

8.0 PRICING

Pricing to be determined by the prevailing scale of the Department of Human Settlement.

9.0 PENALTIES

Penalties shall be levied as per the Tripartite Agreement with the Department of Human Settlement.

10.0 COMPLIANCE WITH ANY LEGISLATION, BYLAWS, ETC.

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

11.0 INSURANCES REQUIRED

Professional Indemnity:

Insurances will be determined when appointment to a project is finalized and Tripartite contract are prepared.

12.0 MAPS AND DRAWINGS

As may be specified in the Terms of Reference for a specific project.

13.0 PREQUALIFICATION CRITERIA

13.1 Only bidders with BBBEE levels of 1 and 2 will be considered.

13.2 Appointed service provider shall subcontract forty (40%) percent of work allocated to them to an EME or QSE which is 100% owned by black people.

13.3 Service provider to note that the point of departure to site and back for all travelling disbursements purposes (i.e. point of departure and return) will be assumed to be from Msunduzi Municipality, City Hall (Chief Albert Luthuli Street, Pietermaritzburg, 3200). These are the only travelling disbursements that the municipality will pay for.

14.0 EVALUATION CRITERIA

Tenderers MUST fulfill all mandatory requirements in order to be responsive and subsequently proceed for functionality evaluation. Only the functionality test will be used to select suitably qualified planning and development consultants to be included on the panel.

14.1 MANDATORY REQUIREMENTS

Team members must be registered with their respective professional bodies or equivalent where applicable. **Certified copies of qualifications and registration certificates must be submitted. Failure to submit any of the required documentation shall result in a disqualification.**

The following table reflects the mandatory requirements that the Implementing Agent supposed to have or able to acquire; it's also reflects key requirements that any professional or the Constructor supposed to possess.

Mandatory Requirements table

KEY RESOURCE AREA	MINIMUM QUALIFICATIONS	METHOD OF VERIFICATION (BY MUNICIPALITY)
Project Leader	Project Manager, Town & Regional Planner or Civil Engineer: Registration with ECSA, SACPLAN or SACPMP. Bachelor's degree in Project Management, Town & Regional Planning/Civil Engineering. Must have 5 years and above post registration experience with the relevant professional body.	CV, Certified copies of qualifications, and Professional registration certificate.
Town and Regional Planner	Bachelor's degree in Town & Regional Planning Must have 5 years and above post registration experience in Town & Regional Planning.	CV, Certified copies of qualifications, and Professional registration certificate.

KEY RESOURCE AREA	MINIMUM QUALIFICATIONS	METHOD OF VERIFICATION (BY MUNICIPALITY)
Architect	<p>Bachelor's degree in Architecture plus professional registration</p> <p>Must have 5 years and above post registration experience in Architecture</p>	CV, Certified copies of qualifications, and Professional registration certificate.
Civil Engineer	<p>Bachelor's degree in Civil Engineering together with registration as a Professional Engineer in terms of the Engineering Professions Act, 2000</p> <p>Must have 5 years and above post registration experience in the planning, design, project preparation and project management of the delivery of infrastructure in South Africa</p>	CV, Certified copies of qualifications, and Professional registration certificate.
Geotechnical Engineer/Environmental Scientist	<p>Bachelor's degree in Geotechnical Engineering/Environmental Scientist with registration with relevant Professions.</p> <p>Must have 5 years and above post registration experience in the field.</p>	CV, Certified copies of qualifications, and Professional registration certificate.
Land Surveyor	<p>Bachelor's degree in Land Surveying plus professional registration as a Professional Land Surveyor in terms of the Geomatic Professional Act, 2013.</p> <p>Must have 5 years and above post registration experience in the provision of land surveying services</p>	CV, Certified copies of qualifications, and Professional registration certificate.
Market and Economic Research Expert	<p>Bachelor's degree in Commerce/Marketing/Economics or equivalent</p> <p>Must have 5 years and above post-graduation (working) experience in market research/economic research and analysis in the economic aspects of the provision of social infrastructure services</p>	CV, Certified copies of qualifications, and Professional registration certificate where applicable.

KEY RESOURCE AREA	MINIMUM QUALIFICATIONS	METHOD OF VERIFICATION (BY MUNICIPALITY)
Development/ Social Facilitation	<p>Bachelor's degree in Social Sciences, Development Studies or Human Resources, registration with the South African Council for the Social Service Professions (SACSSP) recommended</p> <p>Must have 5 years and above post-graduation (working) experience in Development Facilitation/Social Facilitation on public / private sector infrastructure delivery programs and projects</p>	CV, Certified copies of qualifications, and Professional registration certificate where applicable.
Environmentalist	<p>Bachelor's degree in Environmental Management/ Environmental Science or equivalent, registration with relevant professional body is recommended.</p> <p>Must have 5 years and above post-graduation (working) experience in Environmental Management.</p>	CV, Certified copies of qualifications, and Professional registration certificate where applicable.
Transportation Engineer	<p>Bachelor's degree in Transportation</p> <p>Must have 5 years and above post registration experience in Transport Planning</p>	CV, Certified copies of qualifications, and Professional registration certificate where applicable.
Contractor	<p>Must have 5 years and above experience, and be CIDB and NHBRC registered.</p>	Certified copies of certificates.
Structural Engineer	<p>Bachelor's degree in Civil Engineering together with registration as a Professional Engineer in terms of the Engineering Professions Act, 2000</p> <p>Must have 5 years and above post registration experience in the planning, design, project preparation and project management of the delivery of infrastructure in South Africa</p>	CV, Certified copies of qualifications, and Professional registration certificate.

- **For Noting:** Should the professional Implementing Agent fail to acquire the above skills the tender will be regarded as non-responsive. The Municipality also reserves the right to appoint an Implementing Agent with the full Professional team or individual professionals or the contractor as and when required.

14.2 Stage One: Functionality

The bidder will be evaluated as per the criteria tabled below. The bidder must meet a minimum threshold of 70% or 70 points so that they can qualify for further evaluation:-

NB: For allocation of points, tenderers **MUST** clearly mark page reference in order to claim points, and should no reference be made, no points shall be awarded. Tenderers **MUST** also submit certified proof of supporting documents (where necessary) in order to claim points, failure to do so will result in no points being awarded.

Key Aspect of Criterion	Max. Points	Basis for Points Allocation	Max. Score	Verification Method
<p>1. Experience of the Implementing Agent</p> <p><i>Experience is relevant and applicable to the construction industry and housing development in general. Experience should demonstrate due competency in low income projects, and specifically of projects of a similar nature.</i></p> <p><i>Experience should also demonstrate a clean proof of knowledge, relevant capacity of key resources and / or Professional Team to transparently manage the project requirements in terms of both technical and social aspects.</i></p>	35	<p>a) Project Value:</p> <p>1 Point for every R20million Project Value.</p>	5	List of projects and appointment letters or completion certificates to be attached
		<p>b) No. of Human Settlements Projects Undertaken:</p> <p>1 Point per housing Project</p>	10	List of projects and completion certificates/ appointment letters to be attached

		<p>c) Project Types Undertaken: 1 Point per project type.</p> <ul style="list-style-type: none"> • Social Housing • Community Residential Units (CRU) • Breaking New Ground (BNG) • Integrated Residential Development Programme (IRDP) • Finance Linked Subsidy Programme (FLISP) • Rectification of Old Stock. • Medium to High Income Housing • Service site Programme • Interim basic services • Emergency Housing Programme 	10	List of projects and completion certificates/appointment letters to be attached
		<p>d) Locality</p> <p>Within Msunduzi</p> <p>Within KwaZulu Natal</p> <p>Outside KwaZulu Natal</p>	<p>10</p> <p>05</p> <p>0</p>	Proof of business address to be attached (Municipal Account or Lease Agreement with Leaser's Municipal Account)

<p>Methodology</p> <p>2. Inclusive of EPWP Framework and empowering of emerging contractors</p>	<p>25</p>	<p>Define a clear and unambiguous strategy of executing the project.</p> <p>Including compliance with relevant regulatory bodies, applicable by-laws of the Municipality.</p> <p>The following areas must be addressed in addition to others which are necessary for the Project success:</p> <p>Geotech Investigation</p> <p>Environmental Assessment</p> <p>Land Audit/ Town Planning</p> <p>Social Facilitation</p> <p>Bulk Engineering Services</p> <p>Project Management</p>	<p>5 points per every relevant area covered and defined</p>	<p>Methodology write up document.</p>
<p>3. Stakeholders organogram</p>	<p>10</p>	<p>Clearly indicate the stakeholders and their associated roles and responsibilities:</p> <p>1 point per resource identified and their roles and responsibilities.</p>	<p>1 for each stakeholder and responsibilities</p>	<p>List of identified stakeholders and their responsibilities</p>
<p>4. Risk Areas</p>	<p>20</p>	<p>Clearly identify and define the key generic risks areas associated with the Human Settlement project.</p> <p>2 points per risk identified and 2 points for mitigation solutions.</p> <p>Maximum 4 points per risk.</p>	<p>2 for each risk and mitigation solution</p>	<p>List of identified generic risks and mitigation solutions</p>

5. Project Management <i>Display competence in preparation of various scopes of works including setting of appropriate activities/tasks, time frames and cash flow analysis to ensure sustainability throughout the project cycle and clear ability to regularly report progress and deal with interim project requirements culminating in close out.</i>	10	Should display appropriate, applicable and relevant management skills on previous similar assignments. 3 points per activity identified and explained	3 points per activity identified and explained.	List of activities identified and explained.
Total	100			

In order to be considered for further evaluation in Stage Two: B-BBEE Status Level of Contribution below, tenderers shall score a minimum of 70% (equating to 70 Points) of the total Functionality Points in Stage one.

15.0 ANY OTHER IMPORTANT INFORMATION

- 15.1** The intention is to have a panel of Planning Professionals, Implementing Agents and Constructors to be engaged on an “as and when” required basis on issues that require their type of expertise, bidders on the Panel will be appointed on receiving three quotations.
- 15.2** The Msunduzi Municipality’s approved Supply Chain and Preferential Procurement Policies on the 80/20-point system is applicable for tender adjudication and evaluation.
- 15.3** The successful bidder(s) will be required to maintain the status of information submitted as per points claimed in the Functionality Stage for the duration of the contract, i.e. maintain the Professionals/Constructor as per tender document or inform the Council when replacing the Professionals/Constructor in order to ensure that personnel is equivalent to original one in terms of qualifications and experience. Failure to retain or advise the Municipality of the change in the Professionals/Constructor will result in the company not being eligible for appointment.

16. COUNCIL’S LIABILITY AND INDEMNITY

- 16.1** The Service Provider hereby indemnifies the Council and its employees and agents against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of the execution of this contract.
- 16.2** The Council shall not be held liable to the Service Provider for any direct or

indirect damages or losses and the Council shall be indemnified and held free against claims arising out of:-

16.2.1 any negligent or innocent misrepresentations made by the Council, its employees or agents in respect of any data, information and statistics supplied to the Service Provider prior to or during the contract; provided that this condition shall not deprive the Contractor of any payments lawfully due to the Service Provider in terms of the contract, and

16.2.2 a change in a legislative provision applicable to the contract

17. ASSIGNMENT AND SUBLETTING

Neither the Service Provider nor the Council shall assign or cede the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other. The Service Provider shall not sub-let the whole or any part of this contract without the written consent of the Engineer and such consent, if given, shall not relieve the Service Provider from any liability or obligation under the contract.

18. SEQUESTRATION OR SURRENDER OF SERVICE PROVIDER'S ESTATE

In the event of an order being made for sequestration of the Service Provider's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Service Provider making application for the surrender of the Service Provider's estate, or if the Service Provider shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of the Service Provider's creditors, or purport to do so, or if the Service Provider, being a company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to terminate the contract without payment of any compensation to the Service Provider, and without prejudice to the right of the Council to sue the Service Provider for any damages sustained by it in consequence of one or the other of the afore-mentioned events.

19. SECRECY OF INFORMATION

Subject to the provisions of the Promotion of Access to Information Act, the information revealed in this tender document is to be classified as confidential. Accordingly, the Engineer reserves the right to request references and generally examine bona fides and available facilities of any Company of Firm wanting to participate in this contract.

20. LAW TO APPLY

The contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and the Service Provider in regard to the contract shall be settled in the Republic of South Africa.

21. PATENT RIGHTS

The Service Provider shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights, and shall hold the Council indemnified and harmless against any claims for loss or damage to (including legal expenses) arising therefrom.

22. CONTRACT TO BE IN CONFORMITY WITH BY-LAWS AND ANY OTHER APPLICABLE LAWS

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

23. OCCUPATIONAL HEALTH AND SAFETY ACT

The attached Annexure "B" hereto must be completed thereby indemnifying the Msunduzi Municipality of any claims which may arise in terms of the Occupational Health and Safety Act (Act 85 of 1993), as amended

THE MSUNDUZI MUNICIPALITY
SPECIALISED CONTRACT No. SCM 34 OF 18/19

**PROVISION OF AD-HOC IMPLEMENTING AGENT SERVICES, WHICH WILL INCLUDE
BUILT ENVIROMENT PROFESSIONALS SERVICE AND CONSTRUCTION SERVICES FOR
HUMAN SETTLEMENT PROJECTS TO BE LISTED ON THE MUNICIPAL SUPPLY CHAIN
DATABASE FOR PROJECTS MORE THAN ONE MILLION RAND (>R1 ,000 ,000.00) IN
VALUE**

APPENDIX A

**ADHOC PANEL OF PROFESSIONALS,
IMPLEMENTING AGENTS AND CONTRACTORS**

TERMS OF REFERENCE

1. INTRODUCTION AND BACKGROUND

The Msunduzi Municipality (Human Settlement Business Unit) is calling of public tenders for the provision of ad-hoc Planning Professionals, Implementing Agents and Constructors that can be listed on the Municipal Supply Chain database for projects more than one million rand (>R1,000,000.00) on an “as and when” required.

2. PROJECT SCOPE OF WORK

The Msunduzi Municipality seeks to appoint a competent Planning Professionals, Implementing Agents and Constructors that can assist in undertaking Planning work, designs and implementation of Human Settlement Projects on an “as and when” required in different parts of the Municipality. The appointed service provider will be required to enter into a Tripartite Agreement with the Msunduzi Municipality and the KZN Department of Human Settlements.

3. FUNCTIONS

Planning Professionals, Implementing Agents and Constructors, depending on the nature of work scope will be carrying out the following functions;

3.1.1 Preparation Funding Stage (Prefeasibility Studies)

- Project description
- Land Audit Report, land investigation and orthophoto graphics
- Spatial location of the proposed development in terms of the Provincial Growth and Development Plan and Provincial Nodes and Corridors
- Locality Map
- Preliminary settlement plan incorporating sustainable human settlements and densification planning principles.
- Appointment of professionals / consultants necessary for the purposes of the development
- Confirmation of the availability of bulk services
- Preliminary Geotechnical Report
- Preliminary Environmental Impact Assessment Report
- Socio-economic studies and needs determination
- Community facilitation

- Project Management Activities
- Other related services
- Application for Stage 1 funding

Subject to compliance with the scope of the work, time frame and budget, a recommendation will be made for the successful candidate to do Stage 1 of the projects.

3.1.2 Stage 1 (Feasibility Studies)

- Detailed Geotechnical Report
- Detailed Environmental Impact Assessment Report
- Social Facilitation (signed Social Compact by all role players and Constitution);
- Land Audit Report including Land Claims Commission;
- Bulks Report (water, sanitation and roads)
- Application for Stage 2 funding
- Beneficiary Administration
- Drafting and Conclusion of all rights to develop the land;
- Programming all the activities in the development and the cash-flow commitments
- Planning of approved land
- Township establishment process
- Application for Stage 2 funding

Subject to compliance with the scope of the work, time frame and budget, a recommendation will be made for the successful candidate to do Stage 2 of the projects.

3.1.3 Stage 2

- Project management
- Design and installation of internal reticulation services
- Application for Stage 3 funding

Subject to compliance with the scope of the work, time frame and budget, a recommendation will be made for the successful candidate to do Stage 3 and Close Out the projects.

3.1.4 Stage 3 and Close Out

- Project management
- Construction of houses

- Transfers
- Close out

The scope of work for each phase should pay due attention to the objectives of the project. It is important to ensure that the product addresses and balances the needs of a large number of role players, namely the community, the local authority, professionals in the field, development industry, civic bodies, government departments, and surrounding property owners throughout the project.

4. PROJECT PHASES

4.1.1 PHASE 1: INCEPTION

The Service Provider shall submit the Project Inception Report within one month from the date of appointment. The Inception Report should outline the overall project methodology including the Gantt chart indicating the activities to be undertaken and associated activities. ***Deliverable: Inception Report and Inception Meeting with the Technical Steering Committee***

4.1.2 PHASE 2: DETAILED FEASIBILITY STUDIES

Phase two of the project focuses on the detailed feasibility studies to determine the suitability of the site of the existing services. This phase includes the preparation of the Status Quo Report which should cover amongst others the following:

- Status of bulk engineering services like water, sewer, sanitation, roads and storm water
- The identification of existing development constraints and broad proposed solutions.

a) Civil Engineer

The Civil Engineer shall:

- Collect all the civil engineering base information relating to water, sanitation, electricity, roads and stormwater including information on the capacity of the existing Treatment Plan.
- Confirm the availability and capacity of all the engineering services.
- Provide information regarding the distance and capacity of the adjacent water lines sewers, road access, and storm water and electricity infrastructure.

- Perform capacity calculations of the adjacent engineering services and identify the new bulk services and cost estimates for the provision of the required services.
- Collect all the relevant information regarding the Municipal design standards from which to prepare a service level agreement.
- Work together with the Town Planner will utilize the approved town planning layout to produce the engineering services layout. Key Deliverable: Civil Engineering report with cost estimates for the design and construction of services. The report will be submitted to the Municipality for approval.

b) Land Audit

The land legal audit exercise will focus on the following activities:

- Obtain relevant data from the deeds office
- Provide a brief schedule of the properties located within the boundaries of the development.
- Confirm property description, land ownership, extent of the site, title deeds numbers and any servitudes and restrictive conditions they may affect the proposed housing.
- Ascertain whether there are any land claims registered against the subject property, mineral rights or other restriction conditions. **Key deliverable;** Land legal Audit Report.

c) GEOTECHNICAL ENGINEER

The geotechnical engineer shall:

- Conduct a detailed geotechnical assessment on the subject site to determine its suitability for the project.
- Conduct the geotechnical assessment in line with the NHBRC requirements.
- Provide recommendations on the developmental constraints of the site by mapping out areas of the site that are not appropriate for the erection of structures.

The Geotechnical Engineer will be expected to work closely with the Civil Engineer. The Geotechnical Engineer will have to verify all the requirements for the project enrolment with NHBRC. **Key deliverable: Detailed Geotechnical engineering report with applicable recommendations**

d) **ENVIRONMENTAL ASSESSMENT PRACTITIONER**

The environmental assessment practitioner shall:

- Assess the impacts of the proposed development on the receiving environment and the surrounding communities.
- Conduct a wetland assessment, flood line delineation, water table assessment and impacts of the project on flora and fauna.
- Identify the short term and long term negative impacts, alternatives and mitigation measures.
- Conduct a public participation process for the environmental impact assessment in order to provide Interested & Affected Parties with an opportunity to comment on the proposed activity.
- Shall capture all concerns raised during the public participation process into the Issue and Concerns table and provide responses.
- The Environmental Assessment Report will also incorporate traffic impact report.

The environmental assessment practitioner shall address all objections received during the public participation process. The Environmental Impact Assessment Report will be submitted to the Department Of Economic Development, Tourism and Environment Affairs (DEDTEA) in order to secure a Record of Decision for proposed development.

Key deliverable: Environmental Impact Assessment Report incorporating issues and concerns table and the Record of Decision from a competent authority.

e) **SOCIAL FACILITATOR**

The service provider shall:

- Ensure that the relevant stakeholders including the surrounding communities are properly informed about the project through the establishment of a Project Steering Committee as prescribed by the relevant policy.
- The service provider shall hold public meetings and workshop with the affected communities to gather their comments on the project.
- Keep an accurate record of all the meetings held with the relevant stakeholders.
- Workshop the surrounding communities about the housing processes, project life cycle, and timeframes for all the stages, qualification criteria, risks of project failure as well as roles and responsibilities of various stakeholders in the project including beneficiaries.

f) **TOWN PLANNER**

The Town Planner shall:

- Obtain relevant base maps from the Land Surveyor to formulate a town planning report including the draft layout plan. The detailed town planning layout and the township establishment report will be prepared and submitted to Council in Phase 3 (a) of the project.

4.5 PHASE 3: TOWN PLANNING APPLICATION

A layout plan indicating how the proposed different land uses will be accommodated spatially and the estimated development yield taking account planning legislation and policies including the:

- Integrated Development Plan
- Spatial Development Framework Plan
- Infrastructure Services Master Plan
- Human Settlements Sector Plan
- Local Economic Development Plan
- Town Planning Scheme

The layout plan shall be finalised after the approval of the Environmental Impact Assessment Report (EIA) taking into account the implementation conditions in the Record of Decision and the Town Planner shall:

- Ensure that the layout is informed by the bulk services report, geotechnical report, land audit and the environmental report.
- Ensure that the design of the layout plan is in line with the relevant design principles and land use management policies of the Municipality including the Spatial Development Framework (SDF), Local Area Plans (LAPs) and the Town Planning Scheme (TPS) as well as the “Red Book”.
- Ensure that the layout plan is designed in a manner that optimally accommodates the proposed residential, commercial, social facilities and other ancillary uses that may support the sustainability of the project.

- Advertise the town planning application in the relevant newspaper and place the notice on the conspicuous position of the subject site for a period prescribed by the applicable legislation.

The Town Planning Motivation Report together with the layout shall be submitted to the Municipality for approval. **Key deliverable: A town planning report accompanied by a detailed layout plan.**

Land Surveying and Conveyencing

The responsibility of the Land Surveyors shall:

- Obtain the necessary cadastral data to determine the accurate outside figure of the project site. (1 week)
- Survey the sites and place property beacons using the approved town planning layout and conditions of establishment. (the timeframe here will depend on the number erven to be created, number of servitudes, roads etc to be created)
- Please note that it's the Municipality that prepare and issues Conditions of Establishment. Land Surveyors then use such conditions in surveying and compiling a general plan. Prepare and submit a general plan for the township to the Office of the Surveyor General.
- The appointed attorney shall instruct the Registrar of Deeds to open a township register, in order to start with the commencement of transfers.

The attorney must get necessary clearance certificates from the relevant authorities and other conveyancing documentation and submit such to the Registrar of Deeds, together with the draft deeds of transfer for each Ervin in the township. **Key deliverable: Surveyor General plan and Transfers**

4.5 PHASE 4 APPLICATION FOR STAGE 2 FUNDING

The Service Provider submits the Project linked subsidy application pack to the Municipality together with the deliverables and the Municipality to prepare a submission and submit to the Provincial Department of Human Settlements.

Subject to compliance with the **scope of the work, time frame and budget**, a recommendation will be made for the successful candidate to do **Stage 2** of the projects.

5. DELIVERABLES

The appointed service developer will be required to enter into a tripartite agreement with Msunduzi Municipality and the Department of Human Settlements. Suitable qualified developers shall submit the following deliverables:

Detailed Geotechnical Report

Detailed Environmental Impact Assessment Report

Social Facilitation (signed Social Compact by all role players and Constitution);

Land Audit Report including Land Claims Commission;

Bulks Report (water, sanitation and roads)

Beneficiary Administration

Drafting and Conclusion of all rights to develop the land;

Programming all the activities in the development and the cash-flow commitments

Planning of approved land

Township establishment process

Project-linked Subsidy Application for Stage 2 funding

6. REQUIRED EXPERTISE

The following proposed professional team is required to successfully implement the project. However, the appointed Service Provider should be aware that the list is not limited to the one below, this is subject to any additional studies that may be relevant and appear at a later stage to be included as part of the scope of work.

KEY RESOURCE AREA	MINIMUM QUALIFICATIONS	METHOD OF VERIFICATION (BY MUNICIPALITY)
Project Leader	<p>Project Manager, Town & Regional Planner or Civil Engineer: Registration with ECSA, SACPLAN or SACPMP. Bachelor's degree in Project Management, Town & Regional Planning/Civil Engineering.</p> <p>Must have 5 years and above post registration experience with the relevant professional body.</p>	CV, Certified copies of qualifications, and Professional registration certificate.
Town and Regional Planner	<p>Bachelor's degree in Town & Regional Planning</p> <p>Must have 5 years and above post registration experience in Town & Regional Planning.</p>	CV, Certified copies of qualifications, and Professional registration certificate.
Architect	<p>Bachelor's degree in Architecture plus professional registration</p> <p>Must have 5 years and above post registration experience in Architecture</p>	CV, Certified copies of qualifications, and Professional registration certificate.
Civil Engineer	<p>Bachelor's degree in Civil Engineering together with registration as a Professional Engineer in terms of the Engineering Professions Act, 2000</p> <p>Must have 5 years and above post registration experience in the planning, design, project preparation and project management of the delivery of infrastructure in South Africa</p>	CV, Certified copies of qualifications, and Professional registration certificate.

KEY RESOURCE AREA	MINIMUM QUALIFICATIONS	METHOD OF VERIFICATION (BY MUNICIPALITY)
Geotechnical Engineer/Environmental Scientist	<p>Bachelor's degree in Geotechnical Engineering/Environmental Scientist with registration with relevant Professions.</p> <p>Must have 5 years and above post registration experience in the field.</p>	CV, Certified copies of qualifications, and Professional registration certificate.
Land Surveyor	<p>Bachelor's degree in Land Surveying plus professional registration as a Professional Land Surveyor in terms of the Geomatic Professional Act, 2013.</p> <p>Must have 5 years and above post registration experience in the provision of land surveying services</p>	CV, Certified copies of qualifications, and Professional registration certificate.
Market and Economic Research Expert	<p>Bachelor's degree in Commerce/Marketing/Economics or equivalent</p> <p>Must have 5 years and above post-graduation (working) experience in market research/economic research and analysis in the economic aspects of the provision of social infrastructure services</p>	CV, Certified copies of qualifications, and Professional registration certificate where applicable.
Development/ Social Facilitation	<p>Bachelor's degree in Social Sciences, Development Studies or Human Resources, registration with the South African Council for the Social Service Professions (SACSSP) recommended</p> <p>Must have 5 years and above post-graduation (working) experience in Development Facilitation/Social Facilitation on public / private sector infrastructure delivery programs and projects</p>	CV, Certified copies of qualifications, and Professional registration certificate where applicable.

KEY RESOURCE AREA	MINIMUM QUALIFICATIONS	METHOD OF VERIFICATION (BY MUNICIPALITY)
Environmentalist	Bachelor's degree in Environmental Management/ Environmental Science or equivalent, registration with relevant professional body is recommended. Must have 5 years and above post-graduation (working) experience in Environmental Management.	CV, Certified copies of qualifications, and Professional registration certificate where applicable.
Transportation Engineer	Bachelor's degree in Transportation Must have 5 years and above post registration experience in Transport Planning	CV, Certified copies of qualifications, and Professional registration certificate where applicable.
Contractor	Must have 5 years and above experience, and be CIDB and NHBRC registered.	Certified copies of certificates.
Structural Engineer	Bachelor's degree in Civil Engineering together with registration as a Professional Engineer in terms of the Engineering Professions Act, 2000 Must have 5 years and above post registration experience in the planning, design, project preparation and project management of the delivery of infrastructure in South Africa	CV, Certified copies of qualifications, and Professional registration certificate.

Should the professional service provider fail to acquire the above skills the tender will be regarded as non-responsive.

7.1 CAPACITY BUILDING AND SKILLS TRANSFER

The Msunduzi Municipality considers skills development as an integral part of the outsourcing process. The process should ensure that skills development and transfer is achieved within the municipality. Proposals should indicate how skills development and transfer would be achieved in the Municipality.

7.3 INSTITUTIONAL ARRANGEMENTS

The proposed plan looks at the existing internal structures which include;

- Project Working Group comprising council officials who will deal with day to day technical aspects of the project, reporting to:
- Project Steering Committee that will comprise of key departmental stakeholders including the officials from the KwaZulu Natal Department of Human Settlements and will be chaired by the Manager: Development Planning.

The relevant Portfolio Committee [Economic Development] is the primary council committee to which the Steering Committee will report.

TECHNICAL ENQUIRIES

Development Planning Manager:

Mr Phumlani Gumede

Acting (Manager: Human Settlements)

Tel: (033) 392 2071/076 670 6324

Email: Phumlani.Gumede@msunduzi.gov.za

Town Planner:

Miss N. Mlonyana

Town Planner

Tel: (033) 392 3761

Nqwenelwa.Mlonyana@Msunduzi.gov.za

THE MSUNDUZI MUNICIPALITY
SPECIALIZED CONTRACT No. SCM 34 OF 1819
PROVISION OF AD-HOC IMPLEMENTING AGENT SERVICES, WHICH WILL
INCLUDE BUILT ENVIROMENT PROFESSIONALS SERVICE AND CONSTRUCTION
SERVICES FOR HUMAN SETTLEMENT PROJECTS TO BE LISTED ON THE
MUNICIPAL SUPPLY CHAIN DATABASE FOR PROJECTS MORE THAN ONE
MILLION RAND (>R1 ,000 ,000.00) IN VALUE

DATA SHEET 1: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	SCM 34 OF 18/19	CLOSING DATE:	11 April 2019	CLOSING TIME:	12H00
DESCRIPTION	PROVISION OF AD-HOC IMPLEMENTING AGENT SERVICES, WHICH WILL INCLUDE BUILT ENVIROMENT PROFESSIONALS SERVICE AND CONSTRUCTION SERVICES FOR HUMAN SETTLEMENT PROJECTS TO BE LISTED ON THE MUNICIPAL SUPPLY CHAIN DATABASE FOR PROJECTS MORE THAN ONE MILLION RAND (>R1 ,000 ,000.00) IN VALUE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
---	--	--	--

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	PHUMLANI GUMEDE
CONTACT PERSON	PHIWE MTHALANE	TELEPHONE NUMBER	033 392 2071
TELEPHONE NUMBER	033 392 2486	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Phumlani.gumede@msunduzi.gov.za
E-MAIL ADDRESS	Phiwe.mthalane@msunduzi.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT

I/We*, the undersigned, am/are* duly authorised to sign the tender document on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached, or

Full Name of Signatory:

Capacity of Signatory:

Signature:

Date:

Witnesses:-

(1) Full Name:

Signature:Date.....

(2) Full Name:

Signature:Date.....

* ***Delete whichever is inapplicable or complete as indicated if none are applicable.***

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DATA SHEET 3: STATEMENT OF PREVIOUS EXPERIENCE

The nomination of works, preferably of a similar nature to the works in this contract and which the Tenderer has successfully completed, is invited for adjudication purposes.

Tenderers are hereby required to complete the schedule below in its entirety.

Alternatively, Tenderers without experience may submit statements from a person or persons or organisation as to their abilities and standing in support of their tender, for adjudication purposes.

Failure to comply with either of these requirements shall lead to disqualification.

Name of Company	Contact Person	Contact No.	Nature of Works	Value and Duration

Signature Date

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DATA SHEET 4: SCHEDULE OF RESOURCES

Tenderers are required to submit details of their management, office and supervisory resources, training programmes, yard and office facilities, full-time work-force including trainees, and plant and equipment for adjudication purposes.

Signature Date

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DATA SHEET 5: DECLARATION OF MUNICIPAL FEES

I/We do hereby declare that the Municipal Fees of _____
Is/are, as at the date of the tender closing, fully paid up, or arrangements have been concluded
with the Municipality to pay the said Fees:-

Description

Account No.

Electricity _____

Water _____

Rates _____

I/We acknowledge that should it be found that the Municipal Fees are not up to date, the
Council may take such remedial action as it required, including termination of contract, and any
income due to the Contractor shall be utilised to offset any monies due to the Council.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of :-

Physical Address.....

.....

Signature.....Date.....

THE MSUNDUZI MUNICIPALITY

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DATA SHEET 6: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²)

.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;

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

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.

3.9 Have you been in the service of the state for the past twelve months? **YES/ NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES/ NO**

3.10.1 If yes, furnish particulars.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.....

.....

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES/ NO**

3.12.1 If yes, furnish particulars.....

3.13 Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars:.....

.....

4. Full details of Directors / Trustees / Members / Shareholders.

Full Name	Identity Number	State Employee Number

Name of Signatory

Signature

Designation of the Deponent

Name of Bidder

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MILLION RAND (>R1 ,000 ,000.00) IN VALUE
DATA SHEET 7: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN
MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully 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).
- 4 ***In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.***

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

Certify That The Information Furnished On This Declaration Form Is Correct. I Accept That The State May Act Against Me Should This Declaration Prove To Be False.

Signature.....Date.....

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DATA SHEET 8: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

_____ (Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and

conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the 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.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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DATA SHEET 9: TENDER BRIEFING MEETING CERTIFICATE

As required in terms of this document, I/we attended the compulsory Tender Briefing Meeting on the date specified below.

I/We carefully examined the contract document, and have made myself/ourselves fully conversant with all the circumstances likely to influence this contract.

I/We further certify that I am/we are satisfied with the description of the Works and the explanation given by or on behalf of the Engineer at the Tender Briefing Meeting, and that I/we understand perfectly the work to be done, as specified and implied, in the execution of the contract.

NAME OF SERVICE PROVIDER : _____

NAME OF SIGNATORY : _____

SIGNATURE : _____

ADDRESS : _____

TENDER BRIEFING MEETING CERTIFICATE

This certifies that _____(Name)

Representing _____(Firm)

Attended the Tender Briefing Meeting for this contract on

_____ (Date)

SIGNED: _____
for Engineer

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TENDER FORM

The Municipal Manager (Acting)
City Hall
PIETERMARITZBURG
3201

Dear Madam

Having examined the Specifications, Conditions of Tender, Conditions of Contract and Legislation of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Specifications, Conditions of Tender, Conditions of Contract Legislation, save as amended by any modifications under Annexure "A" hereto,

I/We are registered VAT vendors and the prices in the above **EXCLUDES VAT.**

In the event of there being any errors of extension or addition in the priced Schedule of Quantities, I/we agree to their being corrected, the rates being taken as correct.

I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated in the Estimated Time of Collection Schedule.

I/We confirm that I am/we are fully acquainted with the current South African laws and regulations applicable to this contract including inter alia those laws to which my/our attention has been drawn in the Legislation Section of this document.

I/We are affiliated to:- _____
(Enter Nil if no affiliations)

My/Our VAT vendor registration number is:- _____

I/We bank at the _____ branch of
where I/we have a _____ account.

Tender Deposit Receipt No. _____ (if purchase at the Msunduzi Municipality)

It is agreed and understood that should there be any changes on the banking details provided for the entity, a duly signed resolution by all its directors and minutes whereby a resolution for changing the banking details was passed will be submitted to Council including the original letter from the bank confirming the details.

It is agreed and understood that this tender is valid for three (3) months commencing from the closing date of the tender and that it, together with your final letter of acceptance, shall constitute a binding Contract between us.

I/We understand that the Council is not bound to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender received.

I/We understand that the Council is not bound to accept the lowest or any tender and acknowledge that the Head: Supply Chain Management may, if in her absolute discretion good and sufficient grounds are brought to her attention in writing within five (5) working days from the date hereof, decline to consider my/our offer.

I/We, the undersigned, warrants that I am/We are duly authorised to do so on behalf of the enterprise, certifies that the enterprise complies with all statutory and municipal requirements and that the information supplied in terms of this documents with additional information is correct and accurate and acknowledges that if the information supplied is found to be incorrect then the Msunduzi Municipality in addition to any remedies, it may have: may:-

- i Recover from the Enterprise all costs, losses or damages incurred or sustained by the Municipality as result of the award of the contract, and /or
- ii Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellations, and/or
- iii Impose a penalty on the Enterprise as provided in the Tender Document, and/or
- iv Take any other action as may be deemed necessary.

I/we further undertake to submit documentary proof regarding any tendering issue to the Council when so required.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of:-

Physical Address.....

.....

SIGNATURE.....DATE.....

THE MSUNDUZI MUNICIPALITY

ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the Standard Conditions of Contract or Specification, or to qualify his/her tender in any way, he/she shall set out his/her proposals clearly hereunder or, alternatively, state them in a covering letter attached to his/her tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

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

PAGE	SECTION OR ITEM	PROPOSED DEPARTURE/MODIFICATION

Signature Date

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OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)

SECTION 37(1)

Whenever an employee does or omits to do any act which would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, it is proved that –

- (a) in doing or omitting to do the act the employee was acting without connivance or permission of the employer or any such user;*
- (b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and*
- (c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,*

the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

SECTION 37(2)

The provisions of subsection (1) shall “mutatis mutandi” apply in the case of a mandatary of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of this Act.

ACCEPTANCE BY MANDATORY

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993,
I, _____

(name of PRINCIPAL CONTRACTOR / Representative) acting for and on behalf of

(Name of PRINCIPAL CONTRACTOR / Company) undertake to ensure that the requirements
and provisions of the Health and Safety Specifications issued by the client at the following site:

(Name of Site) are complied with in the following manner:

- To produce, review, monitor and enforce a Health and Safety Plan which has been approved by the Client, an Agent for the Client or a Principal Contractor;
- To include a risk assessment in the Health and Safety Plan which identifies all hazards pertaining to the project;
- To ensure that all relevant documentation required by the Occupational Health and Safety Act and Regulations, including the Construction Regulations, the Compensation for Occupational Injuries and Diseases Act as well as any other statutory laws as amended from time to time is available on site in the health and safety file;
- Enforce precautionary measures stipulated in the risk assessments.

The person signing this agreement confirms that he/she has the authority to so sign and to bind his/her employer, the said Contractor.

Signature: _____ Date: _____

(on behalf of PRINCIPAL CONTRACTOR)

Signature: _____ Date: _____

(CLIENT- Msunduzi Municipality)

Print Name: _____

(Name of CLIENT Representative)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference Point System shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“Prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“Proof of B-BBEE status level of contributor”** means:
 - 1) Status level certificate issued by an authorized body or person; B-BBEE
 - 2) affidavit as prescribed by the B-BBEE Codes of Good Practice; A sworn
 - 3) requirement prescribed in terms of the B-BBEE Act; Any other
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“Rand Value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20	or	90/10	
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	

Where:-

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =
(Maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor)

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

ii) The name of the sub-contractor.....

.....

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

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Co-operative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

8.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

8.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in

paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES:

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:
.....
.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____ Date: _____

Commissioner of Oaths Signature & Stamp

THE MSUNDUZI MUNICIPALITY

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TAX CLEARANCE CERTIFICATE

Please attach hereto an Original Valid Tax Clearance Certificate (or Tax Compliance Status Verification Pin issued by SARS) as required in terms of Regulation 16 of the Preferential Procurement Regulations, 2001

THE MSUNDUZI MUNICIPALITY

SPECIALIZED CONTRACT No. SCM 34 OF 18/19
PROVISION OF AD-HOC IMPLEMENTING AGENT SERVICES, WHICH WILL
INCLUDE BUILT ENVIROMENT PROFESSIONALS SERVICE AND CONSTRUCTION
SERVICES FOR HUMAN SETTLEMENT PROJECTS TO BE LISTED ON THE
MUNICIPAL SUPPLY CHAIN DATABASE FOR PROJECTS MORE THAN ONE
MILLION RAND (>R1 ,000 ,000.00) IN VALUE

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

Please attach hereto a certified copy of the B-BBEE Status Level Verification Certificate as required in terms of Preferential Procurement Regulations 2011, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000

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MILLION RAND (>R1 ,000 ,000.00) IN VALUE

CIPC REGISTRATION CERTIFICATE

Please attach hereto proof of registration with the
Companies and Intellectual Property Commission
(CIPC)

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CSD REPORT REGISTRATION CERTIFICATE

Please attach hereto proof of registration with the
Central Supplier Database(CSD)