



eTHEKWINI MUNICIPALITY

HUMAN SETTLEMENTS UNIT PROJECTS DEPARTMENT – WEST REGION

PQ No. 7H-45504

CONTRACT FOR STRUCTURAL ENGINEERING SERVICES FOR BURLINGTON GREENFIELD EXTENSION HOUSING PROJECT: MINIMUM REQUIREMENT –REGISTERED WITH RELEVANT PROFESSIONAL BODY

NO COMPULSORY SITE INSPECTION

TENDER CLOSING: Tuesday, the 01st of April 2020 AT 11H00

Technical enquiries: Contact Nkululeko Khumalo 031 311 6513
General Enquiries: Contact Nothando Mazibuko on 031 311 6496

QUOTATIONS ARE TO BE DEPOSITED IN THE BOX PROVIDED IN THE FOYER OF THE MATERIALS MANAGEMENT BUILDING, K.E. MASINGA PLACE FORMERLY OLD FORT ROAD

HUMAN SETTLEMENTS UNIT
MUNICIPAL CENTRE
ANTON LEMBEDE (SHELL HOUSE)
DURBAN

HEAD: HUMAN SETTLEMENTS

DURBAN

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

ETHEKWINI MUNICIPALITY

HUMAN SETTLEMENTS UNIT

**PQ 7H-45505
STRUCTURAL ENGINEERING SERVICES (FOR BURLINGTON
GREENFIELD EXTENSION HOUSING PROJECT)**

INFORMATION PAGE

Sealed tenders addressed to the City Manager: and marked **PQ 7H-45504**. Contract for the Geotechnical Investigation Services at Burlington Greenfield Extension Housing Project must be placed in the tender box located on the Foyer at Material Management Building, K.E. Masinga (Old Fort Road), City Engineers Building, Durban (not any other municipal department) **not later than 11h00 Tuesday, the 1st of April 2020.**

Technical enquiries relating to this contract should be made to eThekweni Municipality, Nkululeko Khumalo by telephoning (031) 311-6513.

Tenderers are to note that there will be no compulsory site inspection Attendance and signing of the Attendance Register at the briefing session is compulsory and tenders will not be considered from tenderers who do not attend. It is incumbent upon the Tenderer to ensure that the "Attendance of Briefing Session" form in this document is signed by the Housing Projects Departments Representative at the site inspection.

**HEAD: HUMAN SETTLEMENTS UNIT
3TH FLOOR SHELLHOUSE
221 ANTON LEMBEDE STREET
DURBAN
4001**

ETHEKWINI MUNICIPALITY

7H-45504

HUMAN SETTLEMENTS UNIT

**STRUCTURAL ENGINEERING SERVICES (FOR BURLINGTON
GREENFIELD EXTENSION HOUSING PROJECT)**

GENERAL

- LOCATION** : Burlington Greenfield Extension Housing Project
- SCOPE OF CONTRACT** : Structural Engineering Services for Burlington Greenfield Extension Housing Project
- CONTRACT DURATION** : Approximately 12 months.
- COMPULSORY BRIEFING SESSION** : (a) N/A

Contact name and telephone number:

N. Khumalo (Technical Queries) Tel: 031- 311 6513
N. Mazibuko (General Queries) Tel: 031 – 311 6496

- CLOSING DATE** : (a) 11h00 on Tuesday, 1st of April 2020

Venue: **Foyer at Material Management Building, 166
K.E. MASINGA (OLD FORT ROAD), DURBAN** (AND
NOT ANY OTHER MUNICIPAL DEPARTMENT)

Tenders to be deposited in tender box in sealed envelopes clearly marked

PQ NO. 7H- 45504

DUE DATE: 01st of April 2020

NAME TENDERER:

- VALIDITY PERIOD** : **90 Days**

CONTEXT AND SCOPE OF CONTRACT

Geotechnical Investigation Services

NB: Refer to the attached terms of reference.

DOCUMENTS PERTAINING TO THIS QUOTATION

A) This Quotation Document

- 1) Quotation Form.....Page 4
- 2) Annexure A : Schedule of Previous Work.....Page 5
- 3) Annexure D : Compulsory Attendance Form.....Page 6
- 4) Conditions of Quotation and Contract.....Page 7
- 5) Project Specification..... Page 19
- 6) Preamble to Schedule of Quantities Page 22
- 7) Schedule of Rates.....Page 23,28
- 8) Indemnity Form.....Page 25
- 9) Acceptance of Undertaking in terms of the Occupational Health and Safety Act.....Page 26
- 10) Appointment and Acceptance of Appointment as Responsible Person in Terms
of the Occupational Health and Safety Act (Act 85 of 1993).....Page 27
- 11) Declaration of Municipal Fess.....Page 30
- 12) Declaration of Interest (MBD 4).....Page 31
- 13) Declaration of Independent Bid Determination (MBD 9).....Page 33
- 14) Returnable Documents.....Page 36

NB *Documents marked with a are to be completed by the tenderer.

B) Other Documentation Pertaining to this Quotation : Available on Request

- 1) Application for Registration on the eThekweni Municipality Procurement
Directory (Supplier / Contractor / Service Provider) Materials Management Branch
- 2) Application for Targeted Enterprise Status Materials Management Branch
- 3) Targeted Procurement Policy (July 2003)..... Materials Management Branch
- 4) Code of Conduct Materials Management Branch
- 5) Participation and Conditions Pertaining to Targeted Procurement Materials Management Branch
- 6) Health and Safety SpecificationPART AH..... Materials Management Branch

QUOTATION FORM

I / We the undersigned hereby offer to carry out the above-mentioned work and to supply all the requisite materials and workmanship of the best description, according to the Conditions of Quotation, the true intent and meaning of the drawings, and Bill of Quantities, and the Specification for the sum of :-

	<u>REGISTERED VAT VENDOR</u>	<u>NON-REGISTERED VAT VENDOR</u>
AMOUNT OF TENDER :	R	
+ 14 % V.A.T. :	R	
TOTAL TENDER SUM :	R	R
AMOUNT IN WORDS : RAND	
 CENTS	

I / We agree to complete the whole of the work in every respect to the satisfaction of the Head: Human Settlements within a reasonable period as determined by the Project Manager from the date of the official order requesting the work to be carried out.

Signature : Date :

Full Name (Block Letters) :

Designation :

Name of Firm (Block Letters) :

Address :

:

:

Telephone Number : Fax :

Cell Number :

VAT Registered Vendor : Yes / No (Delete non-applicable) VAT Reg. No.:

ANNEXURE A - SCHEDULE OF PREVIOUS WORK

(Satisfactorily Carried Out by the Tendering Firm As Described in the Quotation Form)

Tenderers shall insert in the spaces provided below and submit with the following statement listing work of a similar nature to that required in this contract which they have successfully carried out. Failure to complete the information below will eliminate the tender from further evaluation.

Name of Client and Contact Details	Name of Project	Value of Work	Year Completed

Name of Firm :
 (Block Capitals)

Tenderer Name : Signature :
 (Block Capitals)

Date :

ANNEXURE D - ATTENDANCE OF COMPULSORY BRIEFING SESSION

CERTIFICATE OF ATTANDANCE AT BRIEFING MEETING

This is to certify that (tenderer)

Of (address).....

.....**was represented by the person(s) named
Below at the compulsory meeting held for all tenderers at**

(location)

..... on date starting at.....

(time).....

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

Particulars of person (s) attending meeting:

Name:.....

Signature:.....

Capacity:.....

Name:.....

Signature:.....

Capacity:.....

Attendance of the above person(s) at the meeting is confirmed by the Employer’s representative, namely:

Name: Signature

Capacity:..... Date and Time:.....

CONDITIONS OF QUOTATION AND CONTRACT

CoQ.1 QUOTATIONS

Quotations are required for the whole of the work embraced by the documents. Quotations must hold good for a period of 6 weeks from the date of tender closing. Withdrawal during this period may only be authorised by the Deputy Head: Human Settlements Unit Projects Department.

This quotation will be adjudicated in terms of the Targeted Procurement Policy – July 2003 “for contracts under R 200,000.00. The Tenders attention is drawn to the Code of conduct – Applicable to the Procurement of Goods, Service, Engineering and Construction Works and the Participation and Conditions Pertaining to Targeted Procurement, included in the quotation documentation.

Note : The lowest or any quotation will not necessarily be accepted.

CoQ.2 ELIGIBILITY

A Tenderer will not be eligible to submit a tender if:

- (a) the Consultant submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer’s procurement due to corrupt or fraudulent practices;
- (b) the Tenderer does not have the legal capacity to enter into the contract;
- (c) the Consultant submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) the Tenderer does not comply with the legal requirements stated in the Employer’s procurement policy;
- (e) the Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (f) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract;
- (g) the Tenderer fails to attend the compulsory site inspection;
- (h) the Tenderer fails to have Annexure D - Attendance of Compulsory Site Inspection signed by the Head : Human Settlements Unit, or his representative.

CoQ.3 TENDERERS' CONDITIONS OF CONTRACT

Every Tenderer shall be deemed to have waived, renounced and abandoned any condition printed or written upon any stationery used by him for the purpose of, or in connection with, the submission of his tender which is in conflict with the letter of this contract.

CoQ.4 QUOTATION FORMS

Quotations will be liable to rejection unless submitted on the attached Quotation Form, and Bill of Quantities where applicable, all of which must be duly completed, signed, and delivered by the date and time, to the location, as stated on the Quotation Form. Failure to complete and return Annexures and the Bill of Quantities with the Quotation Form will be considered a material divergence from the Conditions of Quotation and may render the tender invalid.

CoQ.5 COMPLETION OF QUOTATION

The Tenderer is to complete each item in the Bill of Quantities with a rate and the multiplied amount. The sum of the totaled amounts is to be carried to the Quotation Form. Pencil or erasable ink is not to be used. No erasure, or any scratching out, relating to the completion of the Quotation Form shall be made. Any corrections or alterations shall be made by ruling out incorrect words or figures and inserting the correct words or figures above, with the Tenderer's initials affixed thereto. Failure to comply with these conditions will invalidate the Quotation.

The Total Tender Sum, as per the Quotation Form, shall be deemed to be correct. The Employer shall check the Tender Offers for arithmetical errors, correcting them in the following manner:-

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- (b) If a Bill of Quantities applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- (c) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the tendered total of the prices.

CoQ.6 VALIDITY OF DECLARATION AFFIDAVITS FOR TARGETED ENTERPRISES

Should a Tenderer claim HDI status, whether incorrectly and/ or fraudulently on any tender, such Tenderer shall immediately be disqualified from tendering. Should a tender be found to be fraudulent, the Tenderer shall be disqualified from all future tenders for a minimum period of 24 months, or as otherwise decided by the eThekweni Municipality.

Where the Consultant was awarded tender adjudication points in respect of enterprise parameters and the information given in the Tender Declaration Affidavit is found to be false, the Contractor shall pay the Employer penalties in an amount equal to one and half times (1,5) the number of points claimed and awarded under false pretences, expressed as a percentage of the contract amount exclusive of V A T, all allowances for contingencies, provisional sums and escalation, at the time of the award of the Contract. In addition the Tenderer will be liable to prosecution and disqualification from future eThekweni Municipality tenders.

It is primarily the responsibility of the Tenderer to understand the relevant criteria, definitions and interpretations that are necessary to comply in claiming such status. It is the responsibility of the Tenderer to notify the Procurement Department of any changes i.e. ownership, SMME status, location etc. which are necessary to comply in claiming HDI status. It should be noted that the final decision to accredit any business for preference point award rests with the Procurement

Department.

CoQ.7 COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT

Only quotations from contractors who have submitted to the Deputy Head: Human Settlements Unit Projects Department written proof that they are covered under the Compensation for Occupational Injuries and Diseases Act will be considered under this contract.

Such proof to be in the form of:-

- (1) a copy of their latest assessment which is to bear the receipt printed figures; or
- (2) a letter of good standing from :-
 - a) the Department of Labour (Compensation for Occupational Injuries and Diseases Section); or
 - b) the Federated Employers' Mutual Assurance Company Limited.

CoQ.8 DISCREPANCY IN DOCUMENTS

In the case of any accidental discrepancy or doubt as to the meaning or intention of any part of the drawing(s) (if any) and document(s) connected with this Quotation, reference must always be made to the Deputy Head: Human Settlements Units Projects Department for explanation and the Consultant will be held responsible for any errors that may arise from neglect of this precaution.

CoQ.9 ABILITY TO PERFORM

Tenderers shall satisfy the Project Manager of their ability to perform the works covered by the Contract within the time and shall furnish details on Annexure A of similar contracts which they have satisfactorily executed in the past.

CoQ.10 VALUE ADDED TAX (VAT)

Tenderers shall indicate on the Quotation Form whether or not they are registered VAT vendors and, if so, they shall indicate their VAT Registration Number.

Registered VAT vendors : All rates and totals in the Bill Of Quantities shall be exclusive of VAT.

Non-Registered VAT vendors : All rates and totals in the Bill Of Quantities shall be inclusive of VAT.

The Tenderer is to note that VAT is itemized separately on the Quotation Form and must be included in the Total Tender Price if the Consultant is a registered vendor.

CoQ.11 COMMENCEMENT OF WORK AND TIME FOR COMPLETION

Unless otherwise required the Consultant should be prepared to commence work within one week of submitting a quotation. The Consultant shall not commence work until the site has been officially handed over to him. The work shall be completed within the time specified on the Quotation Form.

Within one week of the award of this contract, the Consultant shall provide a comprehensive programme, clearly showing the sequence of activities of all phases of the work as well as the critical path, for the Project Manager's approval.

CoQ.12 TENDERER TO VISIT SITE

The Tenderer shall visit the site and make him/herself thoroughly acquainted with the nature and requirements of the work so that no item may be omitted although not specifically mentioned in detail. Any further information required can be obtained from the Human Settlements Unit Projects Department by contacting the following person(s);

Nkululeko Khumalo
Telephone: (031) 311 6513

Unless otherwise provided, Tenderers are not required to determine the nature of the sub-soil or the position of underground services or other conditions which cannot reasonably be ascertained or inferred from a careful inspection of the site and the drawings provided.

Should the condition of the site be found to differ materially from those which are apparent or could reasonably have been inferred from a careful inspection of the site prior to the date for submission of tenders, the Project Manager may order or authorize such additions, omissions or variations as he considers necessary or reasonable under the circumstances.

CoQ.13 COMPETENT EMPLOYEES

The Consultant shall employ on the site, for the execution of the works, only such persons as are careful, competent and efficient in their several trades and callings.

CoQ.14 CONSULTANT'S REPRESENTATIVE

At all times during the execution of the work a competent and responsible employee of the Consultant shall be present on the site, and any instructions given to such employee by the Project Manager's Representative shall be deemed to have been given to the Consultant. The Consultant's representative must have a cellular phone on which he can be contacted at all reasonable hours.

CoQ.15 PAYMENT

The Deputy Head: Human Settlements Unit Projects Department has the sole discretion to determine whether or not an interim payment should be made.

The quantities set out in the Bill of Quantities are the estimated quantities of the work but they are not to be taken as the actual and correct quantities of the works to be executed by the Consultant in fulfillment of his obligations under the contract. Where the actual quantities differ from those stated in the Bill of Quantities the difference shall be taken into account in determining the amount due to the Consultant.

On completion of the work to the entire satisfaction of the Head : Human Settlements Unit or his representative and on receipt of an invoice from the Consultant, addressed to the Deputy Head : Human Settlements Unit Projects Department, the full contract amount, or balance owing in the case of an interim payment, will be paid.

- NOTE :**
- (1) the invoice is to include the heading and the number of the Service Order;
 - (2) is to be made payable to the firm or individual whose name appears on the Quotation Form;
 - (3) is to contain the Consultant's name, address, VAT registration number; and
 - (4) a statement that the amount includes VAT, and the rate at which VAT is charged.
 - (5) the invoice shall include the eThekweni Municipality's VAT registration number which is 4 880 193 505.

CoQ.16 WORKING HOURS

The Contractor's attention is drawn to factors which will affect the programming and method of carrying out the works. These are:-

- (1) Hours of work : 07h30-17h00
- (2) Work days : Monday to Friday

CoQ.17 EVALUATION CRITERIA

Evaluating quality as a criteria for pre-qualification

Quality will be scored initially out of a total of 100 according to the following criteria

Minimum requirement – Resources allocated to the performance of the contract to be registered with relevant Institute. Failure to meet minimum requirements will invalidate the offer from further evaluation process.

Quality Criteria	Max No. of points
Clear methodology including a project plan/programme (with specific timeframes), Health and Safety Plan,	30
Resources with Housing experience allocated for the project	20
Experience of service provider in running projects of similar nature and scale (especially within low income housing development)	50
Maximum possible score for quality	100

Scores of 40% (poor), 70% (satisfactory), 90% (good) or 100% (very good) will be allocated to each of the criteria and sub criteria and multiplied by weightings to achieve a final score.

Tender offers failing to score a minimum of 60 points for quality will be rejected.

EVALUATION SCHEDULE: RESPONSE PAPER / METHODOLOGY / RESOURCES PLAN

The approach paper must respond to the scope of work and outline the proposed requirements / methodology. The approach paper should articulate what value add the tenderer will provide in achieving the stated objectives for the project.

Tenderers must be clear with their references and understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The response paper should outline plan of action, should also include a project plan and a programme which outlines processes, procedures and associated resources, indicates how risks will be managed and identifies what contribution can be made regarding time management in complying with the programme.

Tenderers must attach their response papers to this page. The response paper should not be longer than 3 pages.

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

(score 0)	No response/ no documents submitted
Poor (score 40)	The technical approach and / or methodology are poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects. Health and safety plan is too generic
Satisfactory (score 70)	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The project plan and manner in which risk is to be managed etc. is too generic. The programme is adequate. Also a clear Health and Safety plan is provided
Good (score 90)	The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The project plan and approach to managing risk etc. is tailored to the critical characteristics of the project. The programme is good and has allowed for all critical aspects. Also a clear Health and Safety plan is provided
Very good (score 100)	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The programme is well thought out and makes allowance for all the key risk areas. The approach paper details ways to improve the project outcomes and the quality of the outputs. Clear demonstration the knowledge of all Geotechnical work that comprises of policies, procedures and work instructions. Also a clear Health and Safety plan is provided

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

Signed Date

Name..... Position

Tender

EVALUATION SCHEDULE: TENDERER’S EXPERIENCE

The experience of the tendering entity or joint venture partners in the case of an unincorporated joint venture or consortium, as opposed to the key staff members / experts, in projects of similar type and scale (> 5000 people) over the last five years will be evaluated. Tenderers must provide details of their knowledge of the local area and previous experience with key local stakeholders.

Tenderers should very briefly describe their experience in this regard and attach this to this schedule. Proof of participation / case studies and contact details of clients of the relevant projects must also be provided

Employer, contact person and telephone number, where available	Description of Project	Detail of work undertaken, nature of work & value	Date undertaken

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

(score 0)	No response/ no evidence of experience submitted
Poor (score 40)	Tenderer has limited experience. Less than three projects undertaken within Human Settlements
Satisfactory (score 70)	Tenderer has relevant experience but has not dealt with the critical issues specific to the assignment. At least three projects undertaken within Human Settlements
Good (score 90)	Tenderer has extensive experience in relation to the project and has worked previously under similar conditions and circumstances. The tenderer also has local experience. Less than 5 projects undertaken within Human Settlements
Very good (score 100)	Tenderer has outstanding experience in projects of a similar nature, and has extensive local experience. Has a vast knowledge of policies and processes associated with the discipline. Above 5 projects undertaken within Human Settlements (preferably, locally)

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

Signed Date

Name Position

Tenderer

EVALUATION SCHEDULE: PROPOSED ORGANISATION AND STAFFING

The tenderer should propose the structure and composition of their team i.e. the main operational areas involved, the key staff member / expert responsible for each area, and the proposed technical and support staff. The roles and responsibilities of each key staff member / expert should be set out as brief job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared. The tenderer must also indicate where key personnel are based.

The tenderer must attach his / her organisation and staffing proposals to this page.

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

(score 0)	No response/ no documents submitted
Poor (score 40)	The organization chart is sketchy, the staffing plan is weak in important areas There is no clarity in allocation of tasks and responsibilities. Very few of the key staff are locally based and have no relevant professional registration
Satisfactory (score 70)	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate. Some of the key staff are locally based and have relevant professional registration
Good (score 90)	Besides meeting the “satisfactory” rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities, Some members of the project team have worked together before on limited occasions. Key staff are generally locally based and have relevant professional registration
Very good (score 100)	Besides meeting the “good” rating, the proposed team is well integrated and several members have worked together extensively in the past. Key staff are almost entirely locally based and have relevant professional registration

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

Signed Date

Name Position

Tenderer

EVALUATION SCHEDULE: EXPERIENCE OF KEY STAFF

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience, level of education and training
- 2) The skills and experience of the assigned staff linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to projects e.g. local conditions, legislation, processes etc.

CVs of the team leaders of **not more than 2 pages each** should be attached to this schedule:

Each CV should be structured under the following headings:

- 1 Personal particulars
- 2 Qualifications
- 3 Skills
- 4 Name of current employer and position in enterprise
- 5 Outline of recent assignments / experience that has a bearing on the scope of work
- 6 Professional Registration

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

	General experience and qualifications	Project specific experience
(score 0)	No response/ no documents submitted	No response/ no evidence of experience submitted
Poor (score 40)	Key staff have limited levels of general experience <3 years	Key staff have limited levels of the project specific, skills, training and experience<3 years
Satisfactory (score 70)	Key staff have reasonable levels of general experience > 3 years	Key staff have reasonable levels of the project specific, skills, training and experience > 3 years
Good (score 90)	Key staff have extensive levels of general experience > 5 years	Key staff have extensive levels of the project specific, skills, training and experience> 5 years, with local experience
Very good (score 100)	Key staff have outstanding levels of general experience > 10 years	Key staff have outstanding levels of the project specific, skills, training and experience > 10 years, including extensive local experience

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

Signed Date

Name Position

Tenderer

Please note that all quality points allocated will be linked with conditions of tender as per relevant clauses.

Tenders have been verified and confirmed for all quality points as stipulated above as per Evaluation Criteria. Notwithstanding the above, the Municipality priorities inequalities based on previously disadvantage individuals and competent and feasible price thereof. **This condition does not serve as exclusion in that regard.**

PROJECT SPECIFICATION

LOCATION AND PROJECT DESCRIPTION

Background

The Burlington Greenfields Extension Housing Project is a Greenfield project located at Burlington Township within Ward 65. The project is aimed at addressing the low income groups (i.e. earning a monthly income of R3500) and will provide fully subsidized 40 square meter houses in the area of Burlington, eThekweni Municipality in line with the approved government subsidy. The proposed land uses are mainly residential.

The project is, currently, at implementation phase and comprises of 369 sites in total. The project has been phased into 3 phases (Phase 1, 2 and 3). Services have been installed on sites on phase 1 and 2 and platforms have been cut. Stage 1 and 2 Geotechnical Investigation Reports are also in place. It must be noted that the town planning layout and its conditions have been approved by COGTA and that the layout is subdivided into 4 sections (i.e. A, B, C and D) that are made up of 369 sites, presented in two sheets (to be presented at tender site inspection).

Sections B and C of the town planning layout, which comprises of a total of 89 sites, form Phase 1. Section A of the approved town planning layout forms Phase 2, and is made up 166. Section D is made up 113 sites and is currently at design phase.

Therefore, it must be noted that the services of a structural engineer are required in order to design the 40m² units, monitor construction, certification of works and claims for Phase 1 (or 89 sites) of the Burlington Greenfields Extension Project over a 12 month period.

Description of Works and Terms of Reference

This PQ is for the structural engineer services in order to design the 40m² units, monitor construction, certification of works and payment for Phase 1 (or 89 sites) of the Burlington Greenfields Extension Project over a 12 month period. As noted above, the sites are serviced, platforms cut and there is a Stage 1 and 2 geotechnical investigation in place, which also means the platforms have been classified in line with NHBC requirements.

The services of a structural engineer are envisaged to comprise the following:

- As appropriate: 40m² top-structure designs and construction drawings for 89 sites/Phase 1 in Burlington Greenfields Ext. in line with the Geotechnical Recommendations, NHBC Requirements, Approved Subsidy and all applicable regulations and standards (designs and construction drawings by an ECSA registered Structural Engineer, according to SA standards)
- Conduct site inspections in order to monitor the construction of 89 40m² top-structure units, including the certification of completed milestones (i.e. slab, wall plate, roof)
- Conduct meetings in order to monitor construction
- Produce monthly progress reports
- Certification of claims from contractors
- The certification of completed works and claims to be undertaken by an ECSA registered

Structural Engineer, according to SA standards

For pricing purposes assume that in the order of 10 sites per visit will be available for assessment (not necessarily located in immediate proximity to each other), so probably 30 visits in total (taking into account each of the 3 milestones). It is highly probable that this project will extend over into 2021 and provision should be made for this in the proposal.

The scope and quantities given in the BOQ are considered a guideline for costing purposes. Any additional work considered necessary must be agreed to, in writing, with the client before carrying out such work.

Certificates of completed milestones (i.e. slab certificate, wall plate, roof certificates, completions) are required per batch of sites certified. This is expected to be submitted within one week of the site visit (preferably before claims are submitted).

NB : NO PROFESSIONAL STRUCTURAL ENGINEERING COMPONENT OF THIS WORK MAY BE OUTSOURCED OR SUB-CONTRACTED

C3.1.2 Description of Site and Access

The site is accessed off Burlington Road, Shallcross.

The area will be an operating construction site.

C3.1.3 Nature of Ground and Subsoil Conditions

According to the municipal GIS geological layer, this area is underlain by Natal Group sandstone and the associated sandy soils derived therefrom. From past work on site it is expected that hard bedrock could be quite shallow in places.

eTHEKWINI MUNICIPALITY

HUMAN SETTLEMENTS UNIT

CONTRACT NUMBER: PQ No. 7H-40652

PREAMBLE TO SCHEDULE OF QUANTITIES

1. GENERAL

1.1. The Conditions of Quotation, the Specifications including the project specifications, shall be read in conjunction with the Schedule of Quantities.

1.2. (a) The schedule comprises items covering the Consultant's profit and costs of general liabilities of the construction of temporary and permanent works.

(b) The Tenderer is at liberty to insert a rate of his own choosing for each item in the schedule and his attention is drawn to the fact that the Consultant has the right, under various circumstances, to payment for additional works carried out and that the Project Manager is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the schedule by the Consultant.

1.3. Description in the Schedule of Quantities are abbreviated and the schedule has been drawn up generally in accordance with the specification. Should any requirement of the measurement and payment clause conflict with the terms of the schedule the requirement of the specification, as applicable, shall prevail.

1.4. The prices and rates to be inserted in the Schedule of Quantities shall be the full inclusive prices to the Employer for the work described under the several items. Such prices shall cover all costs and expenses that may be required in and for the performance of the service described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied on the documents on which the quote is based.

1.5. A price or rate shall be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by other prices or rates in the schedule.

1.6. The Tenderer must price each item in the Schedule of Quantities in **INK**.

eTHEKWINI MUNICIPALITY

HUMAN SETTLEMENTS UNIT

CONTRACT NUMBER: PQ No. 7H-45504

SCHEDULE OF RATES

GEOTECHNICAL INVESTIGATION FOR BURLINGTON GREENFIELD EXTENSION HOUSING PROJECT

Director: City Administration

DURBAN

Dear Sir/Madam

Having examined the Departmental Specifications and Project Specifications for the INVESTIGATION and having satisfied myself/ourselves on the nature of the site conditions

I/we offer to design of the whole of the said works in conformity with and subject to the aforesaid documents for the following amounts :-

I/We undertake to complete and deliver the whole of the work comprised in the contract as and when required by the Human Settlements Unit.

I/We agree that this tender, together with the Council's letter of acceptance thereof, will constitute a binding contract which will take effect from the business day following the date of despatch of the letter of acceptance.

Having examined the Conditions of Tender, Special Conditions of Tender, Conditions of Contract and Standard Departmental Specification and Schedule of Quantities for the undertaking of the above named works, I/we offer to undertake the said works in conformity with and subject to the aforesaid documents at the rate/s in the appropriate column on page 31:-

SCHEDULE OF QUANTITIES

I/We hereby agree that this tender will hold good and be open for acceptance until 16:00 on the Friday of the 16th week following the Friday on which tenders are opened or during such other period as may be specified in the Special Conditions of Tender.

I/We hereby agree that this tender, together with the Council's letter of acceptance thereof, will constitute a binding contract which will take effect from the business day following the date of dispatch of the letter of acceptance.

NAME AND ADDRESS OF TENDERER:

.....

.....

.....

TELEPHONE NUMBER:

DATE:

INDEMNITY

Given and entered into by:

(Hereinafter referred to as the Consultant)

in favour of :-

eTHEKWINI MUNICIPALITY

(Herein referred to as the Council)

Whereas the Consultant may be given permission to carry out the works covered under contract **PQ No. 7H-45504** within the West Region by the Council, subject to the Council being indemnified to the satisfaction of the City Treasurer.

NOW THEREFORE THESE PRESENT WITNESS

The Consultant does hereby indemnify the Council and hold it harmless against:

1. any damage to the Council's property, whether movable or immovable, including any consequential damage directly flowing from physical damage to such property;
2. liability in respect of any claims which may be made against the Council arising out of damage to the property, whether movable or immovable, of any third parties, including any consequential damage directly or indirectly following from physical damage to such property;
3. liability in respect of the death or injury to any person, including a servant of the Council;
4. any legal costs or expenses reasonable incurred in connection with claims or actions arising out of the foregoing.

Whenever the damage, loss, injury or death contemplated in (1), (2), or (3) above is due to or arises out of, whether directly or indirectly, carrying out the works covered under contract **PQ No. 7H-45504** provided that the indemnity conferred upon the Council hereunder shall not extend to damage, loss, injury or death which is predominantly due to the misconduct or negligence of the Council or of any servant of the Council acting within the course and scope of his or her employment.

AS WITNESSES

SIGNED : _____

1. SIGNED: _____

NAME : _____

NAME : _____

CAPACITY: _____

2. SIGNED: _____

DATE : _____

NAME:_____

**ACCEPTANCE OF UNDERTAKING IN TERMS OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 of 1993)**

Definitions

- a) "Council" means the eTHEKWINI MUNICIPALITY.
- b) "Consultant" means :-

NameofCompany.....

Address.....

.....

.....

UNDERTAKING

- (1) The Consultant undertakes to comply with the requirements of the Occupational Health and Safety Act, Act No. 85 of 1993, the regulations promulgated there under and any reasonable, lawful direction of the Council there under.
- (2) The Council shall at all times have the right to summarily suspend the performance of the Consultant hereunder pending compliance by the Consultant with any requirement, regulation and/or direction referred to in (1) hereof.
- (3) The Council shall be entitled to set-off against any amount owed by the eThekwini Municipality to the Consultant hereunder any loss or damage suffered by it as a result of the suspension of the Consultant 's performance in the circumstances envisaged under (2) hereof.
- (4) This undertaking shall constitute the written agreement between the parties as required in terms of section 37(2) of the Act referred to in (1) hereof.

AS WITNESS:

Signed :

Signed :

Name :

Name :

Capacity :

Date :

APPOINTMENT AND ACCEPTANCE OF APPOINTMENT
AS RESPONSIBLE PERSON IN TERMS OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 of 1993)

(Building & Demolition Work, inclusive of Civil Engineering Work)

APPOINTMENT

I, (name) on behalf of
..... (name of company) do hereby appoint you
.....(name)

as a Responsible Person in terms of the Occupational Health and Safety Act (Act 85 of 1993) to exercise general supervision over the building work for which you are responsible that is to be carried out under contract PQ No. 7H-45504.

Signed :

Capacity:

Date :

ACCEPTANCE OF APPOINTMENT

I,..... (name)

hereby accept this appointment.

Signed :

Capacity :

Date :

GEOTECHNICAL INVESTIGATION
BURLINGTON GREENFIELD EXTENSION HOUSING PROJECT
PQ NO. 7H-45504

SCHEDULE OF QUANTITIES (STRUCTURAL ENGINEERING INVESTIGATION)

C2.2 : BILL OF QUANTITIES

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quant.</u>	<u>Rate</u>	<u>Amount</u>
1	FIELD WORK AND CERTIFICATION OF WORKS				
1.2	Field work as per "Description of Works and Terms of Reference" on page 21. This includes site inspections and certification of completed milestones	Sites	89	R	R
SUBTOTAL (A)					R
2.	DESIGNS & CONSTRUCTION DRAWINGS				
2.1	Designs and construction drawings	Sites	89	R	R
SUBTOTAL (B)					R
4.	MEETINGS AND REPORTING				
4.1	Hand over meeting at employer's office (say, 1 hour)	Meetings	1		
4.2	Progress meeting (say, 1 hrs on site)	Meetings	9		
SUBTOTAL (C)					R
TOTAL EXCLUDING VAT					R
VAT (15%)					R
TOTAL INCLUDING VAT					R

NAME: (Block Capitals)

SIGNATURE: DATE:

(of person authorised to sign on behalf of the Tenderer)

ETHEKWINI MUNICIPALITY

HUMAN SETTLEMENTS UNIT

PQ NO.7H-45504

ANNEXURE E

DECLARATION OF MUNICIPAL FEES

I/We do hereby declare that the Municipal fees of the company _____
_____ 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:

<u>Account</u>	<u>Account number</u>
Electricity	_____ }
Water	_____ }
Rates	_____ } to be completed by tenderer
JSB levies	_____ }
	_____ }

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 is required, including termination of contract, and any income due to the contractor shall be utilised to offset any monies due to the Council.

Name

Signature

ETHEKWINI MUNICIPALITY

HUMAN SETTLEMENT UNIT

PROJECTS DEPARTMENT

PQ NO. 7H-45504

MBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the principal, or persons having a kinship with persons employed by the principal, 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 employed by the principal, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

the bidder is employed by the principal; and/or

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

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

2.1 Are you or any person connected with the bidder, employed by the principal?
YES/NO

2.1.1 If so, state particulars.

.....
.....

2.2 Do you, or any person connected with the bidder, have any relationship
YES/NO

(family, friend, other) with a person employed by the principal and who may be involved with the evaluation and or adjudication of this bid?

2.2.1 If so, state particulars.

.....
.....

2.3 Are you, or any person connected with the bidder, aware of any relationship

YES/NO
(family, friend, other) between the bidder and any person employed by the principal who may be involved with the evaluation and or adjudication of this bid?

2.3.1 If so, state particulars.

.....
.....

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT. I ACCEPT THAT THE PRINCIPAL MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

ETHEKWINI MUNICIPALITY

HUMAN SETTLEMENT UNIT

PROJECTS DEPARTMENT

PQ NO. 7H-45504

MBD 9

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.

MBD 9

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 consortium 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

ETHEKWINI MUNICIPALITY

HUMAN SETTLEMENT UNIT

PROJECTS DEPARTMENT

PQ NO. 7H-45504

RETURNABLE DOCUMENTS

1. The following valid documents are to be attached when submitting the quotation
 - Tax Clearance Certificate (MBD 2)
 - Letter of Good Standing
 - B-BBEE Verification Certificate
2. It is compulsory for a successful Tenderer to be registered on the Municipality procurement data base. For registration, contact Procurement Department, City Engineers Building, 6th floor, 166 K. E. Masinga Road (Formerly Known as Old Fort Road).
3. Failure on the part of a Contractor to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
4. 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.