



Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekweni Municipality's Vendor Portal.

Reference is to be made to **Clause F.1.2 and F.3.2** of the Conditions of Tender.

HUMAN SETTLEMENTS UNIT

HUMAN SETTLEMENTS AND INFRASTRUCTURE

PROCUREMENT DOCUMENT

PROFESSIONAL SERVICES

CONTRACT No: 1H-48036

TITLE: PROVISION OF PROFESSIONAL TEAM TO OBTAIN SPLUMA APPROVAL AND DETAILED PLANNING STUDIES INCLUDING ALL SPECIALIST STUDIES FOR WULA AND EIA, FOR THE INTEGRATED HUMAN SETTLEMENTS IN NSIMBINI RURAL HOUSING PROJECT

Issued by: HUMAN SETTLEMENTS UNIT

Date of Issue: July 2021

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NAME OF TENDERER :

INDEX

<u>PART</u>		<u>PAGE</u>
<u>TENDER</u>		
T1	TENDERING PROCEDURES	
T1.1	Tender Notice and Invitation to Tender (white)	2
T1.2	Tender Data (pink)	3
T1.2.1	Standard Conditions Of Tender	
T1.2.2	Tender Data (<i>applicable to this tender</i>)	
T2	RETURNABLE SCHEDULES, FORMS AND CERTIFICATES	
T2.1	List of Returnable Documents (yellow)	10
T2.2	Returnable Schedules, Forms and Certificates (yellow)	19
<u>CONTRACT</u>		
C1	AGREEMENTS AND CONTRACT DATA CONTENT	
C1.1	Form of Offer and Acceptance (yellow)	39
C1.1.1	Offer	
C1.1.2	Acceptance	
C1.1.3	Schedule of Deviations	
C1.2	Contract Data (yellow)	43
C1.2.1	General Conditions of Contract	
C1.2.2	Contract Data (<i>applicable to this tender</i>)	
C2	PRICING DATA	
C2.1	Pricing Instructions (yellow)	46
C2.2	Pricing Schedule (yellow)	47
C3	SCOPE OF WORK	
C3.1	Background (blue)	49
C3.2	Employer's Requirements (blue)	49
ANNEXURES		64
C4.1	Standard Conditions of Tender	
C4.2	Standard Professional Services Contract	

PART T1 : TENDERING PROCEDURES
T1.1 : TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited to tender for the provision of professional team for to conduct detailed planning studies, obtain SPLUMA Approval and Environmental Approvals For Uganda Informal Settlement

The Employer is the eThekweni Municipality as represented by: Deputy Head : HUMAN SETTLEMENTS AND INFRASTRUCTURE

Tenders must be submitted on official tender documentation issued (in electronic format) by the eThekweni Municipality.

- Electronically downloaded documentation is obtainable from the eThekweni Municipality's Vendor Portal.

R0

(F.2.7) There will be no clarification meeting. Bidders are requested to submit email queries related to the bid. All email queries are to be submitted by 2021-08-13. Emailed questions and answers will be consolidated and posted on eTenders/ Municipal website for the benefit of all tenderers by 2021-08-19

(F.1.4) Queries may be addressed to the Employers Agent whose contact details are; Nosihle Manyoni
031 311 3421 (t)
031 505 4195 (f)
Nosihle.Manyoni@durban.gov.za

(F.2.13) Tender offers shall be delivered to: Municipal Building,
166 K.E. Masinga Road (formerly Old Fort Road)
DURBAN
and placed in the tender box located in the ground floor foyer

(F.2.15) Tender offers shall be delivered: on or before Friday, 27 August 2021
at or before 11:00

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data

PART T1 : TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 10 July 2015.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

T1.2.2 TENDER DATA

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

F.1.1 The employer : The Employer for this Contract is the eThekweni Municipality as represented by: [Deputy Head:Human Settlements Unit](#)

F.1.2 Tender documents: The Tender Documents issued by the Employer comprise the documents as per the **INDEX** of this Tender Document.

Tenders must be submitted on official tender documentation issued (in electronic format) by the eThekweni Municipality.

- Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekweni Municipality's Vendor Portal. The entire document should be printed and suitably bound by the tenderer.

In addition, Tenderers are advised in their own interest, to obtain their own copies of the following acts, and regulations or standard documents, referred to in the this document:

- The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014.
- The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (January 2017).
- The Construction Industry Development Board Act No 38 of 2000 and the Regulations (2013)
- CIDB Standard for Uniformity in Construction Procurement (July 2015).
- The Employer's current Supply Chain Management Policy.

F.1.4 The employer's agent : The Employer's agent is :

Name : [Nosihle Manyoni](#)
Tel : [031 311 3421 \(t\)](#)
Fax : [031 505 4195 \(f\)](#)
Email : Nosihle.Manyoni@durban.gov.za

- F.2.1 Eligibility :** A Tenderer will not be eligible to submit a tender if:
- (a) the Tenderer 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 Tenderer does not comply with the legal requirements stated in the Employer's current SCM Policy;
 - (d) 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.
 - (e) at the time of closing of tenders, the Tenderer is not registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.
 - (f) If the tenderer is required by law to prepare annual financial statements for auditing, the tenderer must submit their audited annual financial statements:
 - i) for the past three years; or
 - ii) since their establishment if established during the past three years;If the tenderer is not required by law to prepare audited financial statements, then the tenderer must submit a Public Interest (PI) Score, whereby if the PI score is above 350 points then the bidder must submit audited financial statements.

F.2.2.2 The cost of the tender documents:

"Documents may be obtained, free of charge, in electronic format, from the National Treasury's eTenders website or the eThekweni Municipality's Vendor Portal. The entire electronically downloaded document should be printed and suitably bound by the tenderer.

F.2.7 Clarification meeting : There are no compulsory clarification meetings. Bidders are requested to submit email queries related to the bid. All email queries are to be submitted by 2021-08-13. Emailed questions and answers will be consolidated and posted on eTenders/ Municipal website for the benefit of all tenderers by 2021-08-19

F.2.12 Alternative tender offers : No alternative tender offers will be considered.

F.2.13 Submitting a tender offer : The following applies to this tender

- **F.2.13.3:** Tender offers shall be submitted as an original only;
- **F.2.13.5:** Identification details to be shown on each tender offer package, are: Contract No., Contract Title, Tenderers Name, Contact Address;

F.2.15 Closing time : The closing time and the address for delivery of tender offers is :

Closing Date : [on or before Friday, 27 August 2021](#)

Closing Time : [at or before 11:00](#)

Delivery Address : [Municipal Building,
166 K.E. Masinga Road \(formerly Old Fort Road\)](#)

DURBAN

F.2.16 Tender offer validity : The Tender Offer validity period is 84 Days from the closing time for submission of tenders.

F.2.23 Certificates : Refer to **Part T2.1.2** for a listing of certificates that must be provided with the tender.

F.3.4 Opening of Tender Submissions : No public reading of Tender due to COVID 19 Protocols

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

- The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule;
- The procedure for the evaluation of responsive tenders is **Method 2**;
- The **80/20** preference points system will be used where the financial value (incl. VAT) of one or more responsive tender offers have a value that equals or is less than R 50,000,000. The Formula used to calculate the **Price Points** will be that in F.3.11.3.4(a) and the **Preference Points** will be allocated according to the 2017 PPPFA Regs.
- The **90/10** preference points system will be used where the financial value (incl. VAT) of all responsive tenders received have a value in excess of R 50,000,000. The Formula used to calculate the **Price Points** will be that in Cl. F.3.11.3.5(a) and the **Preference Points** will be allocated according to the 2017 PPPFA Regs.
- The minimum number of evaluation points for Functionality is **70**
- The Functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality Criteria	Subcriteria	Points	Evaluation Schedule
Approach Paper/ Methodology/ Programme	Methodologies to be adopted, project plan and programme, procedures and associated resources, risk management	30	A1
Tenderer’s experience	Experience of service provider in undertaking work of similar type of work	30	A2
Proposed Organogram and staffing	Project organogram, duties and responsibilities of people allocated to the project	20	A3
Experience of Key Staff	General experience and qualification in relation to the service of key staff	20	A4
Maximum possible score for quality		100	

- Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to no

response, poor, satisfactory, good and very good, respectively;

- The prompts for judgment and the associated scores used in the evaluation of Functionality shall be as follows:

Level	Score	Prompt for judgement
0	0	Failed to address the question / issue
1	40	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.
2	70	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought
3	90	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.
4	100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.

Level	Pts	Criterion : Approach / Methodology
0	0	No response/ no documents submitted
1	40	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects
2	70	The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project. The project plan and manner in which risk is to be managed etc is tailored to the key aspects of the programme. The programme is adequate.
3	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
4	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

Level	pts	Criterion: Tenderer's Experience
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	To have successfully completed 1 <u>project</u> of a similar nature within the past 10 years.
2	70	To have successfully completed 2 to 3 <u>projects</u> of a similar nature within the past 10 years..
3	90	To have successfully completed 3 to 5 <u>projects</u> of a similar nature within the past 10 years.

4	100	To have successfully completed 6+ <u>projects</u> of a similar nature within the past 10 years.
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Level	pts	Criterion: Proposed Organogram and staffing
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	The organisation 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
2	70	The organisational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate. Some of the key staff are locally based
3	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
4	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

Experience of Key Resources in executing work of similar nature							
Job Title	Professional Registration Required	Number of projects of a similar nature					Total Points 20
		Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Project Manager	Pr. CPM	No Submission	≤ 1	> 2 ≤ 3	> 3 ≤ 5	> 6	3
Town Planner	Pr SACPLAN	No Submission	≤ 1	> 2 ≤ 3	> 3 ≤ 5	> 6	3
Architect	Pr. Arch, OR Pr S.Arch. T	No Submission	≤ 1	> 2 ≤ 3	> 3 ≤ 5	> 6	2
Civil Engineer/ Structural Technologist	Pr. Eng, or Pr Tech Eng	No Submission	≤ 1	> 2 ≤ 3	> 3 ≤ 5	> 6	3
Environmentalist	n/a	n/a	≤ 1	> 2 ≤ 3	> 3 ≤ 5	> 6	3

F.3.13

Geotechnical Engineers	Pr. Eng, or Pr Tech Eng	No Submission	≤ 1	> 2 ≤ 3	> 3 ≤ 5	> 6	2
Social Facilitator	n/a	n/a	≤ 1	> 2 ≤ 3	> 3 ≤ 5	> 6	2
Land Surveyor	GPr. LS	No Submission	≤ 1	> 2 ≤ 3	> 3 ≤ 5	> 6	2

Acceptance of tender offer : In addition to the requirements of Clause F.3.13 of the Standard Conditions of Tender, tender offers will only be accepted if:

- (a) The tenderer submits a valid Tax Clearance Certificate OR Tax Compliance Status PIN, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations;
- (b) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- (c) The tenderer has not:
 - Abused the Employer's Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to this effect;
- (d) The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- (e) The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

F.3.18 Copies of contract : The number of paper copies of the signed contract to be provided by the Employer is ONE.

The additional conditions of tender are:

F.2.2.2 (Cost of tendering)

“The cost of the tender documents charged by the employer shall be as per the Employer’s current SCM Policy / Conditions of Targeted Procurement.”

F.2.6 Acknowledge addenda

“Acknowledgement of receipt will be by the return of the relevant completed and signed portion of the addenda, to the address / email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive.”

F.2.24 Appeals

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

The City Manager

Attention Ms S. Pillay

eMail: Simone.Pillay@durban.gov.za

P O Box 1394

DURBAN

4000

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

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

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

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

F.2.26 Code of Conduct and Local Labour

The Tenderers shall make themselves familiar with the requirements of the following policies that are available on web address: <ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

- Code of Conduct;
- The Use of CLOs and Local Labour.

PART T2 : RETURNABLE DOCUMENTS

T2.1 : LIST OF RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

T2.1.1 General

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

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

T2.1.2 Returnable Schedules, Forms and Certificates

Company Specific

Certificate of Authority	12
Declaration of Municipal Fees	15
Compulsory Enterprise Questionnaire	16
MBD2 : Tax Clearance Certificate Requirements	18
MBD4 : Declaration of Interest	19
MBD5 : Declaration For Procurement Above R10 Million	21
MBD6.1 : Preference Points Claim Form ITO the Preferential Regulations	22
MBD8 : Declaration of Bidder's Past SCM Practices	24
MBD9 : Certificate of Independent Bid Determination	26

Technical and Evaluation

Details of proposed methodology/programme	30
Details of experience of tenderer	31
Details of proposed organisation and staffing of the project team, including a schedule of personnel to be utilised on the project	31
Details of experience of key staff	33

Contractual

Joint Venture Agreements (if applicable)	35
Record of Addenda to Tender Documents	36
Amendments, Qualifications and Alternatives	37
Form of Offer	39
Bill of Quantities / Priced Schedule of Activities	

T2.1.3 Preferential Procurement Schedules and Affidavits

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

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

NOTES

- (a) The information for registration as in the possession of the eThekweni Municipality will apply.
- (b) It is the Tenderer's responsibility to ensure that the details as submitted to the Municipality are correct.
- (c) Tenderers are to register prior to the submission of tenders.

T2.2 : RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates as listed in T2.1.2 can be found on the pages [12](#) to [37](#)

CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

Tenderers are to attach Company / Close Corporation / Partnership / Joint Venture / Sole Proprietor registration certificates.

In the case of a Joint Venture, the Joint Venture Agreement and power of attorney are to be attached.

In the case of one-man concerns, ID certificates are to be attached.

(I) CERTIFICATE FOR COMPANY

I,, chairperson of the Board of Directors of
....., hereby confirm that by resolution of the Board (copy attached) taken on
..... 20....., Mr/Ms, acting in the capacity of
....., was authorised to sign all documents in connection
with this tender and any contract resulting from it on behalf of the company.

Chairman :

Date :

As Witnesses : 1. 2.

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as
 hereby authorise Mr/Ms
 acting in the capacity of, to sign all documents in connection
 with the tender for Contract No. and any contract resulting from it on our behalf.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>

Note : *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as
 hereby authorise Mr/Ms
 acting in the capacity of, to sign all documents in connection
 with the tender for Contract No. and any contract resulting from it on our behalf.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>

Note : *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms , authorized signatory of the company,

..... acting in the capacity of lead partner, to sign all documents in

connection with the tender offer for Contract No. and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>

Note : *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.*

(V) CERTIFICATE FOR SOLE PROPRIETOR

I,, hereby confirm that I am the sole owner of

the business trading as

Signature of Sole owner :

Date :

As Witnesses : 1.

2.

DECLARATION OF MUNICIPAL FEES

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

.....
 (full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)
 (hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an
 Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

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

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

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears. ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the municipality.

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

NAME : (Block Capitals)

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

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, a separate questionnaire in respect of each partner must be completed and submitted.

- 1) **Name of enterprise:**
- 2) **VAT registration number, if any:**
- 3) **CIDB registration number, if any:**
- 4) **Particulars of sole proprietors and partners in partnerships**

Full Name	Identity number*	Personal income tax number *

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

5) **Particulars of companies and close corporations**

Company registration number, if applicable:

Close corporation number, if applicable:

Tax Reference number, if any:

6) **Record in the service of the state**

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

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

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

Insert separate page if necessary

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

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

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

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

Insert separate page if necessary

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

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

Signed Date

Name Position

Enterprise Name

MBD 2 : TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1) In order to meet this requirement bidders are required to complete the TCC 001 : "Application for a Tax Clearance Certificate" form and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2) SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3) The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4) In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5) Copies of the TCC 001 : "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za .
- 6) Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za .
- 7) Notwithstanding Clauses 1) to 6) above; since 18 April 2016, SARS has introduced a new Tax Compliance Status System (TCS). As part of this enhanced system, tenderers can now submit a Tax Compliance Status PIN instead of an original Tax Clearance Certificate (TCC). This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.
For further particulars please contact your nearest SARS branch, or call the SARS Contact Centre on 0800 00 7277, or log onto SARS eFiling.

Attach a valid Tax Clearance Certificate OR Tax Compliance Status PIN, issued by the TCS System of the South African Revenue Service, to the inside back cover of this procurement document

MBD 4 : 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 and/or take an oath declaring his/her interest.
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 ID Number of bidder or his or her representative
- 3.3 Position occupied in the enterprise (dir, 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 / sole proprietors / partners in partnerships, 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
- 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

¹ MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
 (i) any municipal council;
 (ii) any provincial legislature; or
 (iii) the national Assembly or the national Council of provinces;
(b) a member of the board of directors of any municipal 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.

- 3.11 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	Personal income tax number *

Signed Date

Name Position

Enterprise Name

MBD 5 : DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.

- | | | Tenderers are to
circle applicable | |
|-----|---|---------------------------------------|----|
| 1.0 | Are you by law required to prepare annual financial statements for auditing? | YES | NO |
| 1.1 | If YES, you will be required to submit audited annual financial statements (on request during the tender evaluation period) for the past three years or since the date of establishment if established during the past three years. | | |
| 2.0 | Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? | YES | NO |
| 2.1 | If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. | | |
| 2.2 | If YES, provide particulars on a letterhead.
(Attach this letter to the back inside cover of this document). | | |
| 3.0 | Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? | YES | NO |
| 3.1 | If YES, provide particulars on a letterhead.
(Attach this letter to the back inside cover of this document). | | |
| 4.0 | Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? | YES | NO |
| 4.1 | If YES, provide particulars on a letterhead.
(Attach this letter to the back inside cover of this document). | | |
| 5.0 | If the tenderer is not required by law to prepare audited financial statements, then the tenderer must submit a Public Interest (PI) Score, whereby if the PI score is above 350 points then the bidder must submit audited financial statements. | | |

I, the undersigned, 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.

NAME : (Block Capitals)

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

MBD 6.1 (Reduced) : PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS)

1.0 GENERAL

- 1.1 Preference points for this tender shall be awarded as per the Tender Data (T1.2.2 – F.3.11) and the Preferential Procurement Regulations (2017).
- 1.2 Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit for an EME, or sworn affidavit for a QSE (in line with the revised BBBEE codes of Good Practice), together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

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

Attach the B-BBEE Verification Certificate to the inside back cover of this document.

2.0 DECLARATION

- 2.1 B-BBEE Status Level of Contribution claimed:
(tenderer to complete)

- 2.2 Will any portion of the contract be sub-contracted? (circle applicable) YES / NO

2.2.1 If YES, indicate:

- (i) what percentage of the contract will be subcontracted?%
(tenderer to complete)

- (ii) the name of the sub-contractor?
(tenderer to complete)

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

- (iv) whether the sub-contractor is an EME? (circle applicable) YES / NO

- 2.3 I / we, the undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 2.1 above qualifies the company / firm for preference points and I / we acknowledge that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply.

NAME : (Block Capitals)

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

MBD8 : DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

- a) abused the 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) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

In order to give effect to the above, the following questionnaire must be completed.

Tenderers are to circle applicable

- 1) 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?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).

YES NO

The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

If yes, furnish particulars
.....

- 2) Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

YES NO

The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.

If yes, furnish particulars
.....

- 3) Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

YES NO

If yes, furnish particulars
.....

Tenderers are to circle applicable

- 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 NO

If yes, furnish particulars

- 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 NO

If yes, furnish particulars

I, the undersigned, certify that the information furnished on this declaration form true and correct. I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

NAME : (Block Capitals)

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

MBD9 : CERTIFICATE OF INDEPENDENT BID DETERMINATION

This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

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.

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

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

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

In order to give effect to the above, the following Certificate of Bid Determination (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, in response to the invitation for the bid made by the **Deputy Head:Human Settlements Unit** : do hereby make the following statements that I certify to be true and complete in every respect:

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. (Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation);
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid;
 - f) bidding with the intention not to win the bid.
8. 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.

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.

NAME : (Block Capitals)

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

APPROACH PAPER / METHODOLOGY / PROGRAMME

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

Tenderers must attach their approach papers to this page. The approach paper should not be longer than 6 pages.

The scoring of the approach paper will be as follows:

Criterion : Approach / Methodology		
Level 0	0 pts	No response/ no documents submitted
Level 1	40 pts	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects
Level 2	70 pts	The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project. The project plan and manner in which risk is to be managed etc is tailored to the key aspects of the programme. The programme is adequate.
Level 3	90 pts	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
Level 4	100 pts	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

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

NAME : (Block Capitals)

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

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 (> 1500 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

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

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

The scoring of the tenderer’s experience will be as follows:

pts	Criterion: Tenderer’s Experience
0	No Submission or Submission of no substance / irrelevant information provided
Poor 40	Tenderer has limited experience. Successfully completed 1 project of a similar or more complex nature within the past 10 years.
Satisfactory 70	Tenderer has relevant experience. successfully completed 2 to 3 <u>projects</u> of a similar nature within the past 10 years.
Good 90	Tenderer has extensive experience. Successfully completed 3 to 5 <u>projects</u> of a similar nature within the past 10 years.
Very Good 100	Tenderer has outstanding experience. Successfully completed 6+ <u>projects</u> of a similar nature within the past 10 years.

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

NAME : (Block Capitals)

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

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:

pts	Criterion: Proposed Organogram and staffing
0	No Submission or Submission of no substance / irrelevant information provided
40	The organisation 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
70	The organisational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate. Some of the key staff are locally based
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
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

NAME : (Block Capitals)

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

A4. 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 and positions held of each operational area team leader.
- 2) The skills and experience of the assigned staff in the specific operational areas. Linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to events e.g. local conditions, legislation, techniques etc.

CVs of the team director, and team leaders of **not more than 2 pages each** should be attached to this schedule: (define which CV's are required). Each CV should be structured under the following headings:

Personal particulars	Qualifications	Skills	Name of current employer and position in enterprise	Outline of recent assignments / experience that has a bearing on the scope of work
----------------------	----------------	--------	---	--

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

Experience of Key Resources in executing work of similar nature							
Job Title	Professional Registration Required	Number of projects of a similar nature					Total Points
		Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Project Manager	Pr. CPM	No Submission	≤ 1	> 2 ≤ 3	> 3 ≤ 5	> 6	3
Town Planner	Pr SACPLAN	No Submission	≤ 1	> 2 ≤ 3	> 3 ≤ 5	> 6	3
Architect	Pr. Arch, OR Pr S.Arch. T	No Submission	≤ 1	> 2 ≤ 3	> 3 ≤ 5	> 6	2
Civil Engineer/ Structural Technologist	Pr. Eng, or Pr Tech Eng	No Submission	≤ 1	> 2 ≤ 3	> 3 ≤ 5	> 6	3
Environmentalist	n/a	n/a	≤ 1	> 2 ≤ 3	> 3 ≤ 5	> 6	3

Geotechnical Engineers	Pr. Eng, or Pr Tech Eng	No Submission	≤ 1	> 2 ≤ 3	> 3 ≤ 5	> 6	2
Social Facilitator	n/a	n/a	≤ 1	> 2 ≤ 3	> 3 ≤ 5	> 6	2
Land Surveyor	GPr. LS	No Submission	≤ 1	> 2 ≤ 3	> 3 ≤ 5	> 6	2

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

NAME : (Block Capitals)

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

JOINT VENTURES AGREEMENTS

Joint Venture agreement and Power of Attorney Agreements to be attached here.

RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

ADD.No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

NAME : (Block Capitals)

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

AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below :

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes:

- (1) *Amendments to the General and Special Conditions of Contract are not acceptable;*
- (2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

Notes:

- (1) *Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.*
- (2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
- (3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

(c) **DISCOUNTS**

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

Notes:

- (1) *The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.*

NAME : (Block Capitals)

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

PART C1 : AGREEMENTS AND CONTRACT DATA

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.1 : OFFER

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

Contract No: 1H-48036

Contract Title: PROVISION OF PROFESSIONAL TEAM TO OBTAIN SPLUMA APPROVAL AND DETAILED PLANNING STUDIES INCLUDING ALL SPECIALIST STUDIES FOR WULA AND EIA, FOR THE INTEGRATED HUMAN SETTLEMENTS IN NSIMBINI RURAL HOUSING PROJECT

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

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

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

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

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

For the Tenderer:

Signature (of person authorized to sign the tender) :

Name (of signatory in capitals) :

Capacity (of Signatory) :

Name of Tenderer (organisation) :

Address :

:

Witness:

Signature :

Name(in capitals) : :

Date :

Note : Failure of a Tenderer to complete and sign this form will invalidate the tender

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.2 : FORM OF ACCEPTANCE

This Form will be completed by the Employer

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

The terms of the contract are contained in:

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

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

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

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

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

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

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) :

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

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

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

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

FOR THE TENDERER

FOR THE EMPLOYER

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

C1.2 : CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are the Standard Professional Services Contract (Third edition: July 2009) published by the Construction Industry Development Board. (see www.cidb.co.za - copied for ease of reference in C4.2).

The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the Standard Professional Services Contract, to the extent specified below, and shall take precedence and shall govern.

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

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

The Employer is the eThekweni Municipality as represented by : Deputy Head : [Deputy Head:Human Settlements Unit](#)

3.4 & The authorised and designated representative of the Employer is: [Nosihle Manyoni](#)

4.3.2 The contact details of the authorised and designated representative are:

- Telephone : 031 311 3421 (t)
- Fax : 031 505 4195 (f)
- e-mail : Nosihle.Manyoni@durban.gov.za

The address for the Receipt of communications is: [Human Settlements Unit, 221 Anton Lembede Street, Shell House, DURBAN, 4001](#)

1 The Project is : 1H-48036
: **PROVISION OF PROFESSIONAL TEAM TO OBTAIN SPLUMA APPROVAL AND DETAILED PLANNING STUDIES INCLUDING ALL SPECIALIST STUDIES FOR WULA AND EIA, FOR THE INTEGRATED HUMAN SETTLEMENTS IN NSIMBINI RURAL HOUSING PROJECT**

1 Period of Performance : **36 months**

1 Period of Performance : Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract completion shall be when the Service Provider has completed all Deliverables in accordance with the Scope of Work. Irrespective of the scope of work completed the maximum period of performance shall be 3 years.

1 Start Date : **14 days from receipt of Award letter**

3.5 The location for the performance of the Project is : **Nsimbini Rural Area**

- 3.6 The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
- 3.9.2 The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.
- 3.15.1 The programme shall be submitted within **30 days** of the award of the Contract.
- 3.15.2 The Service Provider shall update the programme at intervals not exceeding **4 weeks**.
- 3.16 The time-based fees shall not be adjusted for inflation.
- 3.16.2 The indices are those contained in **Table A of P0141 Consumer Price Index** for “CPI for services” Published by Statistics South Africa.
- 4.3.1(d) The Service Provider is required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 8.1 The Service Provider is to commence the performance of the Services within **14 Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when : **Period of performance expires after the maximum permitted 36 months , successful conclusion of the project or employer terminates project**
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **3 months**
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer**
- 11.1 A Service Provider may subcontract any work to another service provider which has the skill and competency to perform that specific work.
- 12.1 Interim settlement of disputes is to be by **Mediation**.
- 12.2/3 Should mediation fail, the dispute must be referred for **Arbitration**.
- 12.2.1 In the event that the parties fail to agree on the Arbitrator; the Association of Arbitrators will appoint the Arbitrator.

The additional conditions of contract are:

ACC1 PERFORMANCE MONITORING OF SERVICE PROVIDERS

For contract awards that are greater than R10m, the Service Provider shall be subjected to “Performance Monitoring” assessments in terms of the applicable Section of the Council’s current Supply Chain Management Policy.

ACC2 EMPOWERMENT INITIATIVE

It is a condition of this tender that a minimum of 10% will be outsourced to entities that are PPG (76% owned and this will be applicable per discipline). Proof of payment to the subcontractors will be required to verify that the minimum has been achieved.

The sub-contracted entity will have to provide professional which are registered with the relevant statutory bodies as per the tender document.

C1.2.2.2 DATA TO BE PROVIDED BY THE SERVICE PROVIDER

Ref / Clause Number	Data
1	<p>The Service Provider is:</p> <p>.....</p> <p>Address :</p> <p>.....</p> <p>.....</p> <p>Telephone : Fax :</p>
5.3	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name :</p> <p>The address for receipt of communications is:</p> <p>Address :</p> <p>.....</p> <p>.....</p> <p>Telephone : Fax :</p> <p>E-Mail :</p>
1	<p>The Period of Performance is :</p>
5.5 & 7.1.2	<p>The Key Persons and their jobs / functions in relation to the services are:</p> <p>Name :</p> <p>Specific Duties :</p> <p>Name :</p> <p>Specific Duties :</p>

PART C2 : PRICING DATA

C2.1 : PRICING INSTRUCTIONS

- C 2.1.1 The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of subcontractors.
- C 2.1.2 The sole basis for the remuneration of the Service Provider to be appointed to proceed with the project shall be:
- C 2.1.2.1 a) Fees:
Professional fees shall be invoiced on a progressive prorate basis for services that have been approved and accepted by the Client, subject to the following:
The client's approval is to be obtained to proceed to the applicable stage being invoiced
- b) Professionals shall submit payment schedule detailing the percentages intended to be claimed

C2.2 : PRICING SCHEDULE

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
PLANNING					
1.	Town Planning/ Urban Designer (Preliminary planning include Tranche 1. Layout preparation and amendments for SPLUMA approval)	Per Site	3000		
2.	Environmental Studies	Project Area	1		
2.1.	Flood line determination and WULA	Project Area	1		
2.2.	Ecological Study	Project Area	1		
2.3.	Heritage Impact Assessment	Project Area	1		
2.4.	Traffic Impact Assessment	Project Area	1		
2.5.	Hydro and Geohydro Study	Project Area	1		
3. GEOTECHNICAL ENGINEER					
3.1.	Phase 1 Investigation	Project Area	1		
3.2.	Phase 2 Investigation	Per Site	3000		
4.	Social Facilitation (Soci-Economic Survey, Social Compact Agreement)	Project	1		
5. LAND SURVEYOR					
5.1.	Land Audit	Project Area	1		
5.2.	Land Survey examination fee	Per Site	3000		
5.3.	Pegging and General Plan Approval	Per Site	3000		
PLANNING AND ENGINEERING DESIGNS					
6.	Civil Engineer Services (Preliminary designs and Detailed engineering Designs)	Per Site	3000		
7.	Structural Engineer/Technologist (Design services, Reports on all Engineering Design)	Per site	3000		
8.	Project Management Tender Documentation [SACQSP – Stage4]	Per Site	3000		
SUB TOTAL CARRIED FORWARD					R

	SUB TOTAL BROUGHT FORWARD EXCLUDING VAT	R
	VAT@15%	R
	TOTAL INCLUDING VAT	R
	this value to be transferred to Form of Offer	

NAME : (Block Capitals)

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

PART C3 : SCOPE OF WORK

C3.1 BACKGROUND

Nsimbini is a traditional settlement located in the Southern Region of eThekweni Municipality within ward 95. The settlement can be accessed via the M35 from Isipingo to Folweni and uMbumbulu. The development involves the construction of 3000 low cost houses. The Nsimbini housing project is not expected to follow a formal layout plan as houses will be constructed within existing homesteads. It is expected that one house will be constructed per household.

C3.2 EMPLOYER'S OBJECTIVES

The employer is desirous of obtaining the services of a Professional Team will be required to undertake detailed studies required to obtain SPLUMA and EIA approvals. These studies have to be conducted by accredited professional in their respective fields. The professional team will be required to package and submit Tranche 2 Project Linked Subsidy in line with the requirements of the Provincial Department of Human Settlement.

Deliverables to include but not limited to;

- a) Land Legal Audit
- b) Letter from Land Claims Commission
- c) Social Compact Agreement signed by all relevant stakeholders
- d) **Packaging (Pre-Planning Studies/Feasibility)**
- e) **Tranche 1: Detailed Planning Studies for SPLUMA, Engineering Report, WULA and EIA approvals and Specialist Studies**
- f) SPLUMA approval including Settlement Plan
- g) Environmental Impact Assessment Report incorporating issues and concerns table and the record of decision from a competent authority.
- h) Detailed Geotechnical Investigation and Topographical Report with applicable recommendations
- i) Detailed House Plans with Specifications
- j) Bulk Infrastructure Services Report
- k) Letter confirming availability of Bulk Services
- l) Socio economic Study
- m) Funding application pack for Tranche 2
- n) Preliminary Infrastructure and Services Designs with Specifications

Detailed Minimum Requirements For Various Professionals And Team Members

PROJECT BRIEF FOR PROJECT MANAGER :

- a) *Prospective tenderers for this section to take note that compulsory registration as a Professional Project Manager with The South African Council for Project and Construction Management Professions (SACPCMP) is required to qualify as a responsive tenderer..*

DUTIES AND RESPONSIBILITIES OF PROJECT MANAGER

- Manage all feasibility and detailed planning activities for the Urban Housing Development Project allocated to them.
- Formulate, facilitate, co-ordinate and maintain a sustainable continued regular liaison and interaction(s) by and between individual members of the professional team of service providers for the Project, Municipality Line Departments including relevant committees, service and statutory institutions as well as relevant Government Departments and the beneficiary community representatives together with Human Settlements : Project Officials.
- Support and encourage on-going consultation between the Professional Team Members as well as project stakeholders including Municipality Line and Government departments in order to Manage and control effective flow of communication, progress and completion of the commissioned tasks, assignments, studies, required services and process, feedback, compilation of all forms of reports, drawings, statistics, design and applications to ensure that they are obtained and delivered/submitted within the stipulated time frames.
- The Project Manager will ensure that the professional team make use of a number of high-level tools, such as spatial data analysis systems, sophisticated economic analysis tools, transport modelling and planning systems, to deliver the necessary innovation to this project. The breadth of information and the sophistication with which it is analysed and integrated will be critical to ensuring that all opportunities are captured and optimised.
- Understanding confidently and convincingly translate the project specifics in terms of the activities of various role players involved and ensure that they deliver on time and in the correct sequence according to the estimated duration and the order in which the activities must be performed relating to the following:-
 - Environmental Issues;
 - Geo- Technical Matters;
 - Town Planning;
 - Land Surveying;
 - Roles of Municipality Line Departments
 - Responsibilities of the Provincial Government Departments and
 - Beneficiary Community Representative Structures
- Be empowered with Knowledge and Understanding of key factors which involve the technical, social, financial investigations/aspects required to make the project feasible as well as any other factors which are important and mandatory for the success of implementation of the project.
- Familiarise and understand the relevant project funding instruments, models and source together with the applicable adjustments of the Housing Subsidy Quantum and Grant Amounts by the Department of Human Settlements - KZN (DoHS).
- Sufficient capacity and competency to understand the contents during perusal and scrutiny of individual professional reports, drawings, designs and any other project related illustrations that are submitted by the Professional Team in order to combine the respective reports and prepare, compile and submit the following:-

- The Project Feasibility Report
 - Submission: Housing Working Group (HWG)
 - Environmental reports (ROD, WULA, etc.)
 - Project Packaging and Preparation: Stages 1 and 2 (S1 & S2)
 - PLS (Project Linked Subsidy) Application submission to Human Settlements Department (DoHS)
 - NHBRC (National Home Builders Registration Council) Enrolment submission (Project Enrolment Stage 1 and Home Enrolment Stage 2)
 - Compile close out report during closing of project and reconciliation of all finances.
- Proceed to manage the approvals of all submissions for the detailed planning stage especially for the implementation of Stage 1 (one) which will culminate in the Town Planning approval of the Project in accordance with the Applicable Town Planning scheme.
 - The project shall be managed in accordance with the Gantt chart, required in terms of this memorandum of agreement, to be compiled by the Service Provider. The Gantt chart shall specify milestones and associated reports/ products in terms of which, and upon satisfactory performance of which, payment is to be made.
 - Outline the methodology and prepare a programme for the entire project resulting in the preparation of a Project Charter and a Project Communication Plan;
 - Assemble and collate the available information for the various components that are to be reviewed as well as ensure that the information is in a format that is readily accessible and available to Municipal officials after the project is complete;
 - Establish procedures and undertake all activities relating to stakeholder engagement and consultation, for project reporting and financial control;
 - Undertake all administrative activities associated with the project including convening meetings and taking minutes;
 - Provide the Municipality with monthly progress reports;
 - Presentation of the project to various municipal committees as and when required.

PROJECT BRIEF: TOWN PLANNING CONSULTANT

DUTIES AND RESPONSIBILITIES OF THE TOWN PLANNING CONSULTANTS

The duties and responsibilities of the Town Planning Consultant shall include the following:

- Consultation with the Project Manager and all other Professional Team members.
- Preparation of a cost effective settlement layout plan for low income housing purposes in accordance with eThekweni Municipal Standards.
- Obtain input from the other professional team members to ensure that the town planning complies with Civil Engineering, Geotechnical, Environmental and Land Survey standards and requirements.
- Consultation with the department of education to establish educational requirements and to obtain approval from the said department for proposed education sites where applicable.
- Consultation with the department of transport of provincial or national roads are bordering the project area or are within close proximity thereof in order to obtain their needs requirements and approval
- Consultation with all service providers to establish existing, proposed and future infrastructure requirements in respect of the project area

- Provision of timeous and appropriate information to the project manager as and when required
- Attendance of monthly progress meetings as scheduled by the project manager or as required
- Attendance of community meetings as when required
- Compliance with programme requirements as stipulated by the project manager
- Obtain approval of town planning settlement plan
- The settlements plan shall accommodate physiographical constraints identified through a slope analysis, geotechnical investigation and environmental impact assessment and further adhere to the guidelines and parameter as recommended
- The settlements plan should adhere to eThekweni municipality's minimum standards for development planning and engineering regarding site sizes, panhandle widths, road geometric design parameters, road reserve widths, etc.
- Identification of individual site low points and private storm water servitudes as well as any other required for infrastructure purposes.
- Assess the status of all existing structures and infrastructure in order to retain the maximum number of structures and to minimize relocations. Block and brick structures should be accommodated as far as possible.
- Undertake a site inspection to establish all non-residential land uses in order to accommodate these land uses in the town planning where possible.
- Make provision for the amendment of the settlement plan to accommodate engineering requirements.
- The settlement plan should reflect erf numbers as supplied by the surveyor general the erf numbers and the numbering of the erven on the settlement plan should be done with the assistance of the appointed land surveyor.
- Preparation of a town planning motivation report and draft conditions of establishment.
- Assessment of the underlying property/properties and to ensure that all land legal aspects related to the town planning matters are appropriately addressed in the design stage of the settlement plan. in this regard specific attention should be given to restrictive title deed conditions to be removed/suspended as part of the development process.
- The project manager will supply you with the names and contact details of other professional team members.
- A municipal project liaison officer will be assigned to the project. The entire project team will be introduced to the ward councilor and ward committee prior to the commencement of any work on the project
- You will be required to timeously draw to the project manager's attention any matter that can and will influence the settlement plan and town planning approval process in order for the matter to be addressed.

Pre Planning/Feasibility Stage

- To record preliminary planning information;
- Conduct site analysis;
- Prepare a sketch plan;
- Make an initial determination of the available area for housing development and estimated number of erven that can be yielded; and
- Engage with engineers to determine best fit for servicing.
- Close out report on the project

Preliminary Layout

- On the basis of the formulated Concept Plan, the Service Provider is expected to provide draft layout to indicate the exact total yield for residential units, socio economic amenities/ facilities, road classes as per Design Standard principles (The Red Book) and indication of no-go areas by means of buffer strip where necessary. Furthermore, the 1:100 year flood line must be indicated on the development plans. The Concept /Framework Plan shall include the broad guidelines for the development of the area.
- Prepare a preliminary layout plan, land usage and schedule of erven;
- The draft layout plan should be presented to the PSC/ professional team meetings for comments in order to submit the amended layout as final for approval. Should amendments be required to the layout during construction, then these amendments and approvals will form part of the scope of the appointment tendered herein.
- Preparation of the Motivation report will be an essential key factor which will be considered as a supporting document of the final layout plan and will be used for submission of the Development Planning Application to the Municipality. This phase will also encompass addressing comments from the PSC/ professional team to finalize the draft layout. The layout plan will incorporate the concept layout plan ideas indicating the broad allocation of land uses and will be presented to the Project Steering Committee/ professional team meeting for the inputs and comments.
- The detailed final town planning layout and application report will be prepared and submitted to Public Sector Housing unit (pre-submission) for comments to obtain principle approval of draft layout and circulation for comments to relevant parties

Submission To Public Sector Housing

On the basis of the existing Record of Decision, the final layout will take into account of the implementation conditions in the Record of Decision and the Town Planner in preparation of lodging an application shall:

- ensure that the layout is informed by the revised Traffic Impact Assessment (TIA), bulk services report, geotechnical report, topographical survey, land audit and the environmental report and any other studies deemed relevant as per SPLUMA requirements (Public Sector Housing Application Checklist).
- 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 and is in close access to the surrounding amenities.
- ensure that Property legal documentation such as the title deed is gathered

- ensure preparation of Conditions of Establishment
- ensure that an informative Motivation report with relevant mapping is attached
- ensure consolidation of underlying properties application is done concurrently with planning application by the land legal professional surveyor
- 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 and supporting studies and approval/consents shall be submitted to Public Sector Housing unit for approval.

Professional Competency Required

- Service Providers must comply with legislative and governmental policy requirements and be registered with the South African Council for Town and Regional Planners as a Professional Town and Regional Planner in terms of Section 20 of the Town and Regional Planners Act, 1984 (Act 19 of 1984) as well as the Planning Professions Act (Act 36 of 2002) **and have suitable Professional Indemnity Insurance from an approved Insurer.**

PROJECT BRIEF: GEO-TECHNICAL ENGINEER

DUTIES AND RESPONSIBILITIES OF THE GEO-TECHNICAL 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.
- Work in close consultation with the project manager and professional team to ensure successful and timeous completion of the project.
- Professional Geotechnical services for the purposes of construction of low cost housing.
- Fees payable will include laboratory tests, plant hire, disbursements, advertising, hydrological study, field and office work.
- All work must be to the standards required of the SAACE and NHBRC.
- Provide the Project Manager with all appropriate information as and when required.
- Attend monthly progress meetings as scheduled by the Project Manager or as necessary.
- Comply with programme requirements as stipulated by the Project Manager to ensure that neither part nor whole of the works (construction of Housing) is delayed in any way.
- Provide appropriate base information to the Civil Engineer and Town Planner for the purpose of Town planning and Engineering Design respectively.

- Submit final technical report to NHBRC for approval and to amend report where NHBRC has requested such.

PRELIMINARY INVESTIGATION

- To make an initial determination for an Identified Land Parcel as to whether or not such land is fit for human settlements and suitable for project linked subsidy housing development.

Phase 1 Investigation

- To identify any potential Hazards;
- Define the ground conditions and provides Site Classifications including detailed soil profile and groundwater occurrences within the zone of influence of foundation work;
- Determine the suitability of Dolomitic Land for subsidy housing developments;
- Provide the geotechnical basis for safe and appropriate land use planning, infrastructure design, housing unit design, and the formulation of precautionary measures and risk management procedures;
- Broadly classify the land which is to be developed for subsidy housing in terms of the Council's residential Site Class designations;
- Designate Dolomitic Land in accordance with the Council's dolomitic area designation and to obtain Council's in principle acceptance of such designations;
- Gather certain Factual Data which has a bearing on the determination of housing subsidy variations and the installation of township services; and
- Obtain necessary information for the Council's in-principle approval for the enrolment of the project in terms of the Housing Consumer Protection Measures Act (Act 95 of 1998).

Phase 2 Investigation

- To confirm and refine the residential Site Class designations in respect of each erf so that the necessary documentation required for the enrolment of individual houses with the NHBRC can take place; and
- Confirm and refine in sites with D2 and D3 dolomitic area designations, that the mandatory precautions have been observed.
- To provide technical input into the detailed design and implementation of the internal civil infrastructure and the house platform classifications, variation calculations etc. as per the DoHS & NHBRC guidelines.
- To provide technical input into the detailed design and implementation stage of the bulk services roll out. The appointed service provider will ensure that outcome and input will be communicated with the Civil Engineer which will be appointed separately by municipal engineering unit (Development Engineering)

Professional Competency Required

- Service Providers must comply with legislative and governmental policy requirements and be registered **Professional Natural Scientist (Pr. Sci. Nat.) with South African Council for Natural Scientific Professions [SACNASP] OR as a Professional Civil/Geotechnical Engineer (Pr. Eng. OR Pr. Tech. Eng.) with Engineering Council of South Africa [ECSA]**

PROJECT BRIEF: LAND SURVEYOR

DUTIES AND RESPONSIBILITIES OF THE SURVEYOR:

- The Surveyor will be responsible for the co-ordination and management of all aspects of the survey works. Consultation with the Project Manager and all other Professional Team members.
- The Surveyor will ensure that the data provided is compatible with the systems used to enable the data to be usable by the Project Professional Team of Consultants.
- Attendance at Technical and Community meetings

The Land Surveyor should prepare the following for the purpose of submission for SPLUMA Approval:

- Prepare the Consolidation diagram of underlying properties, and survey to confirm the outside figure diagrams for the entire project study area
- To work with the appointed Town Planner to finalise the Conditions of Establishment (CoEs)
- Reservation or designation of Erf numbers to the Surveyor General
- Prepare Land Legal Report

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

- Obtain relevant data from the deeds office and / EThekweni Municipality Land Assembly Office. The information sourced will assist in providing a brief schedule of the properties located within the boundaries of the development by identifying and unpacking underlying properties within the project area.
- Confirm property description, land ownership, expropriation notices, 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. Ascertain Title Deed Conditions and other Encumbrances affecting the Parent Properties and Removal of Restrictive Conditions
- Conduct land investigation to determine any encumbrances (servitudes, mining right, restrictive conditions of title. etc.
- To provide a detail plan of the site depicting all necessary detail and data in digital format for township design purpose;
- Survey boundary and structures to be provided as follows:
 - i. to determine the boundary positions of the existing structures for the layout plan,
 - ii. and to ensure that there are no conflicts between service and building positions and determine any restrictive conditions within the project area
 - iii. Survey any substantial buildings or services that are already constructed within the project.
- The Surveyor to obtain Approved Documents from the Town Planner and other relevant professional team members. The documents to finalise the consolidation and reservation application include the following:
 - iv. Municipal Project Area hand plan,
 - v. Proposed layout plan,
 - vi. Draft Conditions of Establishment ,
 - vii. KZN DOT Consent if applicable,
 - viii. And; any other documentation deemed relevant for the task

- Preparation and framing of the General plan subsequent to SPLUMA Approval
- Prepare and submit General Plans to the Surveyor General; and
- Site pegging in terms of approved general plans.
- Provide the site handover for the pegs.
- Supplying final Layouts after survey in DXF format for input into the Local Authority Geographic Information System;
- Supplying a reasonable number of plans for the Professional Team (maximum of 7(seven) sets of Layout Plans and General Plans).
- Establish and accurately fix survey stations to be used for the future setting out of the township;

Professional Competency Required

- Service Providers must comply with legislative and governmental policy requirements and be registered with the **South African Geomatics Council for Land Surveyors SAGC as a Professional**

PROJECT BRIEF: ENVIRONMENTALIST

DUTIES AND RESPONSIBILITIES OF THE ENVIRONMENTAL CONSULTANT

Complete E.I.A. (Full Environmental Study) and obtain Record of Decision for a low cost housing development including;

- Submission of application to DAEA
- Public Scoping process
- Specialized studies that are needed for the project
- Scoping report and submission thereof
- E.I.A report, submission and approval
- Ensure that the project meets all statutory environmental specifications and requirements
- Attend progress meetings as required by the Project Manager
- Conduct a wetland assessment, flood line delineation, water table assessment and impacts of the project on flora and fauna.

Pre – Feasibility Scan Phase

- To anticipate by means of Environmental Screening, the key environmental issues associated with a proposed Housing development using techniques including a technical Fatal Flaw Analysis to reveal potential technical flaws in the project, a financial and economic Fatal Flaw Analysis to indicate the viability of the project in broader economic terms and over the long term and an ecological Fatal Flaw Analysis to identify and predict the potential impact of the development on the functional integrity of the ecosystem extending beyond the immediate area in which a proposal would be implemented;
- Establish the suitability of the project for a Housing development;
- Determine the key issues and reasonable alternative for the proposed housing Development from an environmental perspective;
- Consult with and provide information to enable the Relevant Authority to determine whether or not further environmental Assessment is required for the proposed development; and
- Document the key environmental issues associated with a proposed Housing Development, identified risks and potential flaws, the findings of the scan and the outcomes of the consultations with Relevant Authorities.

Environmental Scoping Sub – Phase

- To prepare Plan of Study which identifies and defines the roles and responsibility of the authorities, Interested and Affected Parties and other Stakeholders, establishes the process to be undertaken for the Assessment and establishes the contents of the report and the methods to be followed for the Environmental Scoping;
- Make known the proposed Housing development so that interested and affected parties are afforded an opportunity to comment on the proposed development and the Environmental Scoping process;
- Identify, prioritise and develop in consultation with Stakeholders, a strategy for addressing and resolving issues raised during the Scoping process;
- Prepare a report which provides the scope of work for the Environmental Impact Assessment (EIA) of the proposed Housing Development and establishes an issue trail from the Public Participation Process and draft the scope of work for the studies; and
- Obtain a Record of Decisions from the Relevant Authority which establishes the environmental requirements for the Housing Development.

Environmental Impact Report Sub-Phase

- With respect to the scope of work developed in the Environmental Scoping Sub – Phase, to prepare a Plan of Study that describes the identified Environmental Issues and feasibility Alternatives for the proposed Housing Development, proposes methods for identifying the impacts of these on the environment;
- Provides timeframes for the different aspects of the Assessment during the pre – construction, construction, operational and decommissioning phases of the project;
- Make known the proposed housing development so that interested and affected parties are afforded an opportunity to comment on the proposed Housing development;
- Obtain feedback from the Stakeholders on issues raised during the Environmental Scoping Sub – Phase;
- Identify, prioritise address and resolve key issues raised by, and in consultation with, Stakeholders during the EIA process;
- Prepare an Environmental Impact Assessment Report which documents the extent and significance of the identified Environment Impacts of the proposed Housing Development, the proposed Mitigation measures and the issues trail arising from the Public participation process to enable the Relevant Authorities to make decision regarding the environment acceptability of the Housing Development; and
- Obtain a Record of Decisions from the Relevant Authority which informs Stakeholders of the decisions taken regarding the Housing Development and the conditions imposed on such a development.

ENVIRONMENTAL PLAN SUB – PHASE

- To establish an Environmental Management Plan to support the contents of the Environmental Scoping report or Environment impact Assessment report and the Record of Decisions provided by the Relevant Authority.

Environmental Monitoring and Auditing Sub – Phase

- To implement a holistic approach to the management of Environmental Impacts of a Housing Development and to institute controls to ensure that the Environmental Impacts are managed in accordance with the Environmental Management Plan.

It should be noted that the service provider must comply with the required supporting studies if required which emphasize that the following plans and studies should also be prepared if required to inform the development of a layout plan and to complete the feasibility study:

- Waste Management Plan
- Storm Water Management plan
- Alien plant control programme
- Building plan approval
- Water Use License

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.

Professional Competency Required

Service Providers must comply with legislative and governmental policy requirements and be registered with the Council of Environmental Assessment Practitioners of South Africa. **Current Legislation does not require Professional registration in this field , however all candidates accompanying Curriculum Vitae (CV) must contain a minimum of 5yrs relevant experience and demonstrate competency in field in order to qualify as a responsive tenderer.**

PROJECT BRIEF: CIVIL / STRUCTURAL ENGINEERING CONSULTANT

DUTIES AND RESPONSIBILITIES OF CIVIL / STRUCTURAL ENGINEERING CONSULTANT

To provide technical input into the planning stage of the project such that the SPLUMA approval is obtained and will require that the detailed civil engineering design is approved by the line Departments and will also inform the Town Planning SPLUMA process.

This will be a requirement for approval to proceed to submit the layout for approval to the Municipal Line Departments. Cognizance to the funding restrictions and norms and standards applicable to low cost housing and value engineering are key to obtain approval to the next stage.

- Evaluation of existing bulk infrastructure servicing the area to determine current infrastructure, available capacity and future demand based on the proposed town planning layout in order to determine any future upgrades that may be necessary. It is envisaged that each household will be supplied with water borne sewer, a house connection with potable water and electricity.
- This will entail inter alia physically verifying existing infrastructure, liaising with the various role players including but not limited to: service providers, town planners, municipal officials etc.
- Provision of detailed designs.
- Obtain approval of designs by related department.

- Provide Professional Indemnity to the value of the work done.

DELIVERABLES

1. Sewer Network

1.1 Existing Sewer

- Physical verification of existing bulk mains
- Investigate and detail the different types of infrastructure servicing the area e.g. water borne sewer, VIP and urine diversion toilets etc.
- Investigate and detail the condition of the service.
- Determine catchment areas and volumes, as per proposed phases, draining into the main bulk line – these areas must be shown on a plan of the area.
- Investigate and detail the available capacity of the existing system.
- Submission of adequately scaled drawings showing all bulk sewer mains within the project area. Drawings must be in colour and 4 sets are to be submitted. A DXF format of the drawings must also be submitted.

1.2 Proposed New Sewer

- Determine future demand by calculating new volumes and flows for each phase based on the densities of the proposed town planning layout.
- Analyse the impact of the new load on the existing system
- Determine upgrades to the existing system, if warranted.
- Liaise with the eThekweni Municipality's Water and Sanitation Unit to determine capacity and whether upgrades to the waste water treatment works servicing the area is necessary.

2. Water Reticulation Network

2.1 Existing Water Reticulation

- Physical verification of the existing bulk supply system.
- Investigate and detail the different types of infrastructure servicing the area e.g. stand pipes, individual house connections etc.
- Investigate and detail the condition of the service.
- Determine available capacity of the system as per the proposed phases.
- Submission of adequately scaled drawings showing all bulk water mains within the project area. Drawings must be in colour and 4 sets are to be submitted. A DXF format of the drawings must also be submitted.

2.2 Proposed New Water Reticulation Network

- Determine future demand based on new densities of the proposed town planning layout.
- Analyse the impact of the new load on the existing system
- Determine upgrades to the existing system, if warranted.
- Liaise with the eThekweni Municipality's Water and Sanitation Unit to determine the available water supply and whether additional reservoirs are necessary.

3. Road Network

3.1 Existing Road Network

- Investigate and detail the main access roads to the area.
- Investigate and detail the types and condition of the existing road network.
- Determine available capacity of Main Road (desk top study will suffice).

3.2 New Proposed Road Network

- Provision of detailed designs and drawings for any new/proposed roads to be approved by Transport Planning Unit and Traffic Engineering Unit.

4. Stormwater Network

4.1 Existing Stormwater Network

- Physical verification of existing stormwater pipes and culverts.

- Investigate and detail the different types of infrastructure servicing the area e.g. concrete pipe, open stormwater channels etc.
- Investigate and detail the condition of the service.
- Determine available capacity of the system.
- Submission of adequately scaled drawings showing the stormwater network within the project area. Drawings must be in colour and 4 sets are to be submitted. A DXF format of the drawings must also be submitted.

4.2 New Proposed Stormwater Network

- Determine future runoff based on new densities of the proposed town planning layout.
- Analyse the impact of the new volumes and flows on the existing system.
- Determine upgrades to the existing system, if warranted.
- Determine any protection works to the existing stream that may be necessary.
- Provision of detailed designs and drawings for the new/upgraded stormwater network and approved by the Engineering Unit

5. Electrical Services

5.1 Existing Electrical Services

- Investigate and detail existing bulk electrical services.
- Show locations of cables, both underground and overhead, transmission boxes and substations on adequately scaled drawings. Electrical servitudes and Eskom HV overhead transmission lines must also be depicted. Drawings must be in colour and 4 sets are to be submitted. A DXF format of the drawings must also be submitted.
- Liaison with the eThekweni Municipality's Electricity Unit to establish available capacity of the system.

5.2 Proposed new Electrical Services

- Liaison with the eThekweni Municipality's Electricity Unit/ Eskom to determine necessary upgrades to the network and for provision of new sub-stations to meet the new demand.

6. Other Services

- Various other telecommunication services such as Telkom, Neotel and Link Africa may in the area. Detailed drawings showing the location of these services are to be submitted. Drawings must be in colour and 4 sets are to be submitted. A DXF format of the drawings must also be submitted.
- Flood line Determination report comprising of determination of flood levels along all drainages in the study area, annual flood limit, the 1:20 year and the 1: 50 year flood lines. Information must be supplied in dxf format and to be included in the site layout plans.

7. Storm water Management Plan

- A detailed study establishing pre and post development runoff is required. This study will comment on and advise on any attenuation structures that maybe required. Special attention will also be given to the stream which traverses the project area.

6. Traffic Impact Assessment and Public Transport Study

- This study is to be undertaken to provide transportation related input at a Framework Level and then to elaborate on these initial assessments to produce a detailed Traffic Impact Assessment and Public Transport Study.

7. Civil Engineering Design

- The civil engineer to undertake all infrastructure designs necessary that is, detailed designs. This consultant will be responsible for contract management, administration and implementation of the project

8. Structural Designs

- To provide undertake rational designs of the structural elements of houses in accordance with the provisions of the Home Building Manual and NHBRC requirements in order to satisfy certain provisions of the generic specifications GFSH-11
- Make sure designs are approved by the relevant statutory bodies.
- To undertake sketch plans of housing units which capture the broad technical and functional characteristic of homes in a Housing Development;
- To undertake various designs of plans that suits single standing house, semidetached houses, densification models of various stories and approvals thereof;
- To undertake working drawings for the construction of housing units; and
- Provide house plans for local government approval in accordance with the provisions of the National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977).

PROJECT BRIEF: SPECIALISED DEVELOPMENT FACILITATION AND BENEFICIARY ADMINISTRATION

DUTIES AND RESPONSIBILITIES FACILITATION AND BENEFICIARY ADMINISTRATION CONSULTANT

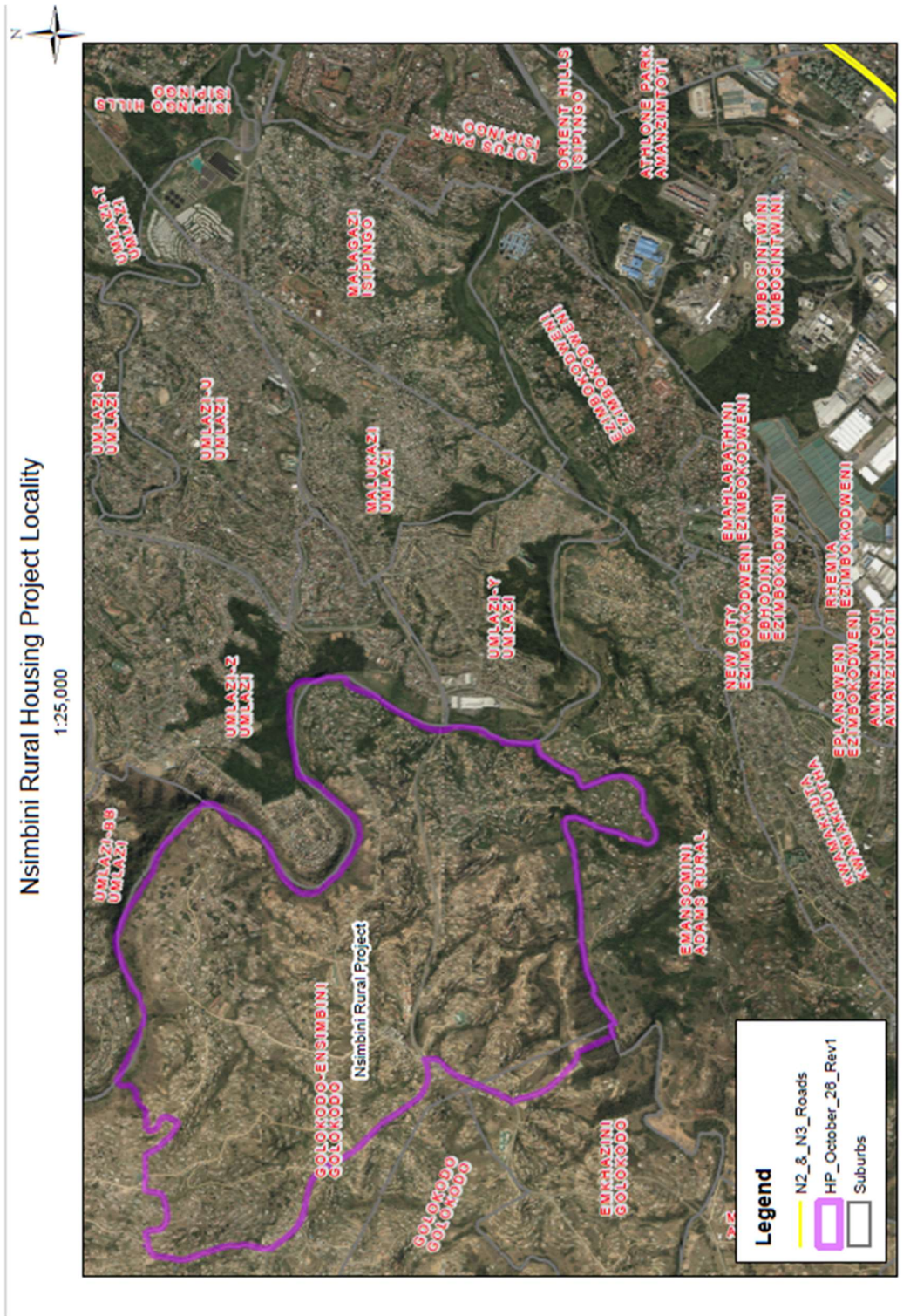
- Undertaking social facilitation/ surveys for the projects requested by the Department of Human Settlements by engaging with relevant stakeholders within the communities to be developed.
- Provide reports on social facilitation/ surveys for the projects requested by the Department of Human Settlements
- Conducting regular meetings with professionals and community leadership.
- Communicating the projects processes and progress to the relevant stakeholders.
- Facilitate and undertake beneficiary administration.
- Providing social workers for cases that need special attention within projects
- Consolidating a social compact determining the needs analysis in thus guiding to what product is needed
- Putting together a submission on project need basis

Professional Competency Required Service Providers must comply with legislative and governmental policy requirements Packaging (Funding Request)

C3.1.3 Deliverables

- EIA and Record of Decision (RoD)
- SPLUMA Approval (Approved layout plan, Decision Notice and approved Conditions of Establishment (CoE))
- Socio economic analysis and stakeholder participation
- Conveyancing and General Plan
- Administration and Submission of the Project-Linked Subsidy Programme to HWG and DOHS to obtain Stage 1 & 2 approval

LOCALITY MAP



ANNEXURES

1. **STANDARD CONDITIONS OF TENDER**

2. **CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT**

ANNEXURE 1 : STANDARD CONDITIONS OF TENDER – CIDB SFU (2015)

Annex F *(normative)*

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

Note: (1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of ineptitude that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

(2) Conflicts of interest in respect of those engaged in the procurement process include those, inherent or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

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

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

ANNEXURE 2 : CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT

**STANDARD PROFESSIONAL SERVICES
CONTRACT**

(July 2009)
(Third Edition of CIDB document 1014)



Construction Industry Development Board
Pretoria
Tel: 012 343 7138 or 012 481 9030
Fax: 012 343 7153
E-mail: cidb@cidb.org.za

July, 2009: Edition 3 of CIDB document 1015

Standard Professional Services Contract

ETHEKWINI MUNICIPALITY

Occupational Health & Safety Unit



37.2 Agreement in terms of Occupational Health and Safety Act No. 85 of 1993

Document Title	37.2 Agreement in terms of OHS Act of 1993
Client	Human settlements unit
Project Name	Provision of Professional Team to Obtain SPLUMA Approval and Detailed Planning Studies Including all Specialist Studies for WULA and EIA for the Integrated Human Settlements in Nsimbini Rural Housing Project
Contract Number	1H-48036
Internal Reference no.	196/05/2021
Compiled by (Safety officer)	Name and surname: Siya Nkosi Signature:  Date: 31/05/2021
Reviewed by (Manager: Safety& Risk)	Name and surname: Arty Zondi Signature:  Date: 31/05/2021

ETHEKWINI MUNICIPALITY

OCCUPATIONAL HEALTH AND SAFETY



OCCUPATIONAL HEALTH AND SAFETY ACT 1993, (ACT NO. 85 OF 1993) MANDATORY AGREEMENT – 37.2

Contractor Acknowledgement of Responsibility in terms of the Occupational Health, Safety and Environmental Act

Written agreement between ETHEKWINI Municipality (the “employer”)

I hereby declare that I,,representing eThekwini Municipality fromUnit

And
(the “mandatary”)

as provided for in terms of Section 37 (2) of the Occupational Health and Safety Act No.85 of 1993 as amended by Act 181 of 1993 (as amended) and other relevant statutory and regulatory requirements.

I hereby declare that I,, am authorised to represent the “mandatary” and acknowledge that the “mandatary” is an employer in its own right with all duties and responsibilities as prescribed in the Occupational Health and Safety Act no. 85 of 1993 and its Regulation and other applicable Legislations .

I agree to ensure that all work performed, or machinery and plant used by the “mandatary” on any ETHEKWINI Municipality premises shall be in accordance with the provisions of the said Act.

Furthermore, I agree the “mandatary” shall comply with all ETHEKWINI Municipality site rules and safety, health, and environmental requirements as may be communicated or stipulated by ETHEKWINI Municipality prior to and during the course of any Contract awarded to the “mandatary” by ETHEKWINI Municipality.

Furthermore, I undertake to ensure that ETHEKWINI Municipality is timeously informed should the “mandatary”, for whatever reason, be unable to perform in terms of this agreement.

I HEREBY UNDERTAKE TO

Acquaint the officials and employees of the Mandatary with the relevant provisions of the Act and the regulations promulgated in terms of the Occupational Health and Safety Act No. 85 of 1993, and other relevant statutory and regulatory requirements.

Compliance with all the relevant duties, obligations and prohibitions imposed on the Client in terms of the Occupational Health and Safety Act No 85 of 1993 and Regulations and other relevant statutory requirements.

Ensure that all employees are trained on the SHE aspects relating to the Contract works and that they understand the hazards/aspects associated with such work being carried out on site.

Without derogating from the foregoing, to, ensure that all users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

Provide full co-operation and information if and when the Client or its representative enquiries into SHE issues concerning the Mandatory. It is hereby recorded that the Client and/or its representative shall at all times be entitled to make such enquiry.

Ensure valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner or insurer are discharged, and to further ensure that the cover shall remain in force whilst any such employee is present on the site.

Ensure that all employees are informed regarding the scope of their authority as contemplated in section 37(1) b of the Occupational Health and Safety Act 85 of 1993 and Regulations.

Ensure as far as is reasonably practicable, that persons other than those in his employment who may be directly affected by his activities area not thereby exposed to hazards to their health or safety.

Ensure that all employees under his/her control are always wearing the appropriate Personal Protective Equipment when visiting sites.

The Mandatory shall inform the Client of any Health, Safety hazard or Environmental impact which the Mandatory may come across during execution of works.

The Mandatory shall ensure strict SHE discipline on work performed by Service provider.

The Mandatory shall inform the Client of any difficulty encountered with regards to compliance by the Service provider to any safety, health and/or environmental instruction, procedure and/or legal provision applicable to the Contract works the Service provider performs in the workplace.

The Service Provider shall, **after being awarded the contract**, submit the following documents to the client for approval:

- Site Specific Health and Safety Plan;
- Health and Safety Policy signed by Chief executive officer
- COVID19 Health Risk Management Plan ([please refer to the attached COVID19 Specification](#))
- Risk assessment signed by risk assessment team
- Proof of registration with Compensation Commissioner (Letter of Good Standing).
- Proof of registration with relevant body (e.g ECSA, SACPCMP)

Signed thisday of20.....

On behalf of the “mandatory” (print)


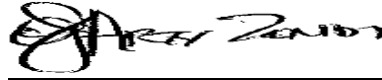
(sign)

On behalf of the “employer” (print)

(sign)



COVID19 HEALTH AND SAFETY SPECIFICATION

Document Title	COVID19 Health & Safety Specification
Client	eThekwini Municipality – Human settlements
Project Name	Provision of Professional Team to Obtain SPLUMA Approval and Detailed Planning Studies Including all Specialist Studies for WULA and EIA for the Integrated Human Settlements in Nsimbini Rural Housing Project
Contract Number	1H-48036
Internal Reference no.	512/05/2021
Compiled by (Safety officer)	Name and surname: Siya Nkosi Signature:  Date: 31/05/2021
Reviewed by (Manager: Safety& Risk)	Name and surname: Arty Zondi Signature:  Date: 31/05/2021



ETHEKWINI MUNICIPALITY

OCCUPATIONAL HEALTH AND SAFETY UNIT

COVID 19 HEALTH AND SAFETY SPECIFICATION

Background:

Corona viruses are a large family of viruses that are found both in humans and animals. Some of these viruses are known to cause illnesses ranging from common cold to severe respiratory diseases. Corona virus (COVID-19) was identified in December 2019 in China. COVID-19 infections have spread to other countries in the world. Exposure to Covid-19 may cause flue like symptoms such as coughing, sneezing, headaches, fever, sore throat and at times affect the lungs and airways of employees. Symptoms can be mild, moderate, severe or fatal.

Coronavirus Disease 2019 (COVID-19) is a respiratory disease caused by the SARS-CoV-2 virus. To reduce the impact of COVID-19 outbreak conditions on businesses, workers, customers, and the public, it is important for all employers to plan now for COVID-19. For employers who have already planned for influenza outbreaks involving many staff members, planning for COVID-19 may involve updating plans to address the specific sources of exposure, routes of transmission, and other unique characteristics of SARS-CoV-2 (i.e. compared to influenza virus outbreaks).

Introduction

The legislation governing workplaces in relation to COVID-19 is the Occupational Health and Safety Act, Act 85 of 1993, as amended, read with the Hazardous Biological Agents Regulations. Section 8 (1) of the Occupational Health and Safety (OHS) Act, Act 85 of 1993, as amended, requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of employees. Specifically, section 8(2)(b) requires steps such as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard before resorting to Personal Protective Equipment (PPE).

However, in the case of COVID-19, a combination of controls is required, although the main principle is to follow the hierarchy of controls.

While engineering and administrative controls are considered more effective in minimizing exposure to SARS-cov-2, PPE may also be needed to prevent certain exposures. While correctly using PPE can help prevent some exposures, it should not take the place of other prevention strategies

This is a risk assessment for dealing with the current COVID-19 situation in the workplace. Where this specification does not cover all scenarios therefore the project management team should develop Standard Operating Procedures as there may be unique circumstances and make a necessary call in the interest of the health and safety of employees

This is a risk assessment for dealing with the current COVID-19 situation in the workplace. It may not likely to cover all scenarios therefore project management team should develop SOP's as there may be unique circumstances and make a necessary call in the interest of the health and safety of the service provider's employees

Definitions

"BCEA" means the Basic Conditions of Employment Act, 1997 (Act No.75 of 1997)

"COVID-19" means Coronavirus Disease 2019

"Disaster Management Act" means the Disaster Management Act, 2002 (Act No.57 of 2002)

"OHSA" means the Occupational Health and Safety Act, 1993 (Act No.85 of 1993)

"PPE" means personal protective equipment

"virus" means SARS-Cov-2 virus

"Worker" means any person who works in an employer's workplace including an employee of the employer or contractor, a self-employed person or volunteer

"workplace" means any premises or place where a person performs work

"NICD" means National Institute for Communicable Diseases

"OMP" means Occupational Medical Practitioner

COVID 19 Risk Assessment:

- The service provider must ensure that COVID 19 Risk Assessment (COVID 19 Health and Safety Plan) is conducted and submitted to the Client prior to the commencement of work, it must be in line with the Client COVID19 Health and Safety Specification.
- The service provider must appoint COVID19 Compliance Manager to ensure that all necessary COVID 19 safety precautions are implemented to prevent the spread.

Training and awareness:

- The service provider must ensure that all employees are inducted on COVID19 service provider risk assessment to prevent the spread.
- The service provider must ensure that the employees are trained on COVID19 to prevent the spread of the virus, training records must be kept in the Safety File.
- COVID-19 Directive on Health and Safety in the Workplace Government Gazette dated 29 April 2020, must be used as guideline and be customized to specific workplace.
- The service provider must provide workers with information that raises awareness in any form or manner, including where reasonably practicable leaflets and notices placed in conspicuous places in the workplace informing workers of the dangers of the virus, the manner of its transmission, the measures to prevent transmission such as personal hygiene, social distancing, use of cloth masks, cough etiquette and where to go for screening or testing if presenting with symptoms. (where applicable)

Hand Hygiene:

- The service provider must provide adequate facilities for the washing of hands with soap and clean water on each workplace.
- The service provider must provide 70% alcohol-based hand sanitizers at strategic points of the workplace.
- The service provider must paper towels to dry hands after hand washing.

Cleaning and Disinfecting surfaces: (where applicable)

- The service provider must take measures to ensure that all work surfaces and equipment are disinfected before work begins, regular during the working period and upon completion the work.
- The service provider must ensure frequently cleaning and disinfecting objects and surfaces that are touched regularly particularly in areas of high use such as shared tools, taps, ablution facilities, hand rails light switches, eating and changeroom areas, shared vehicles, etc. using appropriate disinfecting solutions such clean water, soap and bleach

Social Distancing:

- The service provider must arrange the workplace to ensure minimal contact between workers and as far as practicable that there is a minimum of 1,5meter distance between workers while they are working. Employees are aware to maintain social distance when working.
- The service provider must ensure that social distancing measures are implemented through supervision of both the workplace and in the common areas outside the workplace, through queue control or within the workplace, these measures may include dividing the workers into groups or staggering break times to avoid the concentration of workers in common areas.
- The service provider must ensure that where the minimum distance is impossible employees must always be instructed to wear cloth mask/FFP1/2 mask or reducing the

number of workers present in the workplace at any time to achieve the required social distancing.

- The service provider must ensure that employees working in offices are provided with physical barriers placed between work their workstations. (where applicable)

Personal Protective Equipment (PPE)

- The service provider must ensure that every worker is provided with two cloth masks to be worn when in workplace or public which comply with the requirement set out in the guideline issued by Department of Trade, Industry and Competition.
- The main benefit of everyone wearing a cloth mask is to reduce the amount of virus droplets being coughed up by those with infection and transmitted to others and to surface that others may touch.
- Every service provider must ensure that workers are informed, instructed, trained and informed as to the correct use of cloth mask.
- The service provider must ensure to issue face shield/visors where applicable as double protection

Point of entry screening (where applicable)

- The service provider must identify the screening area for each workplace.
- The service provider must ensure that the daily point of entry screening is conducted when entering workplace by a person nominated by the service provider.
- The service provider must ensure that all employees and visitors are screened and only those with all clear will be given clearance to carry on with works.
- The service provider must ensure that during the screening a 1.5 m distance is maintained and FFP1/2 mask to be worn by a nominated person.
- The service provider must ensure that the screening person is trained.
- The service provider must ensure that a bottle of sanitiser is available at the screening area.
- The service provider must ensure that the thermal device are provided during the screening process.
- The service provider must ensure that all employees complete a COVID19 Questionnaire which will be used to screen potential risk personnel entering the workplace.

Symptomatic employees

- The service provider must ensure that any person who ticks YES to one or more symptoms will be sent home and be advised to seek testing by a healthcare provider.
- The service provider must ensure that employees who are sick with continuous cough, sore throat, difficulty breathing, or a high temperature in the workplace will be encouraged to stay home.
- The service provider must ensure that the positive tested COVID19 case, the employee is on paid sick leave in terms of section 22 of BCEA or if the employee's sick leave is exhausted, the service provider shall apply for an illness benefit.
- The service provider must ensure that employees confirmed to have COVID19 will be managed in line with National Department of Health COVID19 guidelines.

- The service provider must isolate the worker with confirmed COVID19 case and issued him/her with FFP2 or surgical mask, arrange for the worker to be transported for further medical examination or testing, in a manner that does not place other workers or members of the public at risk
- The service provider must cover how Investigating and Reporting of COVID19 cases (section 25 of an Occupational Health and Safety Act) will be addressed
- The service provider must ensure that the driver who is transporting the Person Under Investigation is provided with surgical mask or FFP2 mask.
- The service provide must assess the risk of transmission, disinfect the work area and refer those workers who may be at risk for screening to prevent possible transmission.
- The service provider must advise the Communicable Disease Centre (CDC) so that other contacts be identified and be investigated
- The service provider must ensure that tested positive for COVID19 is not discriminated in terms of Employment Equity Act no. 55 of 1998.
- The service provider must ensure that if there is evidence that the worker contracted COVID19 as a result of occupational exposure, lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act no. 130 of 1993.
- The service provider must ensure that if a worker has been diagnosed with COVID 19 and isolated in accordance with the National Department of Health Guidelines, the service provider may only allow a worker to return to work on the following conditions, the worker has undergone a medical evaluation confirming that the worker has been tested negative for COVID 19.
- The service provider must cover how Monitoring and Enforcement of the COVID19 Health Risk Management Plan will be done during execution of works

Emergency Numbers

- Corona virus (COVID-19) 24-Hour Hotline number:0800 029 999
- Corona virus (COVID-19) WhatsApp Number: 0600 12 3456
- COVID-19 National Crisis Helpline - 0861 322 322
- NICD (National Institute of Communicable Diseases) 24-Hour toll-free hotline number: 0800 029 999 or 0800 111 132
- SAPS gender-based violence service complaints (SAPS) - 0800 333 177
- GBV (Gender Based Violence) Command Centre -0800 428 428/ *120*7867# (free from any cell phone)/ SMS Line: 32312
- Women Abuse Helpline - 0800 150 150
- People Opposing Women Abuse (POWA) - Tel: 011 642 4345/ Afterhours cellphone: 0837651235
- Child Line - 0800 055 555
- Lifeline South Africa - 0800 012 322 (free on mobile networks including landlines)
- FAMSA - Advice on family relationships - 011 975 7107
- Human trafficking - Report cases of human trafficking - hotline operated by the Salvation Army and Be Heard - 08007 37283 (0 8000-rescue)
- National Human Trafficking Helpline - 0800 222 777

- Persons with Disabilities - SMS 'help' to 31531
- National AIDS Helpline - 0800 012 322
- Suicide Helpline - 0800 567 567
- Stop Gender Violence - Anonymous, confidential and accessible telephonic information, counselling and referrals, in all 11 official languages - 0800 150 15
- Substance Abuse Helpline - 0800 12 13 14

Recommended Best Practice

- The service provider must ensure that vulnerable and 60 years old workers are identified and received a special measure for their protection.
- The service provider must ensure that for communication strategy Microsoft Team, ZOOM or Skype or cell phones are used to prevent the spread of COVID 19 virus.
- The service provider must ensure to keep the workplace well ventilated by natural or mechanical means to reduce the SARS – CoV – 2 viral loads.

Returnable:

When submitting your safety file for approval, please ensure that the following documents are attached:

- COVID19 Health Risk Management Plan signed by 16(1) or 16(2) – Chief executive officer or assistant Chief executive officer
- COVID19 Policy signed by 16(1) – Chief executive officer
- COVID19 Manager appointed in writing - preferable any person who is conversant and with influence on site.
- COVID19 Risk assessment, outlining all the processes as detailed on your COVID19 Health Risk Management Plan

References

- COVID-19 Disaster Management Act
- Occupational Health & Safety Act 85 of 1993
- The Department of Employment and Labour: Workplace Preparedness: COVID-19 (SARS-CoV-19 virus)
- COVID-19 Occupational Health and Safety Measures in Workplaces COVID-19 (C19 OHS), 2020
- Hazardous Biological Agents Regulations
- National Institute for Occupational Health (NIOH)

N.B. This Specification must be read in conjunction with the OHS Directive issued by Department of Employment and Labour.

COMPANY LOGO

Covid-19 access into construction site, point of entry screening questionnaire

Company / Construction Site: _____

Name and Surname: _____ Co No: _____

Line Manager Name: _____

Question:	Yes	No
1. Have you had flu or symptoms of flu in the last few weeks?		
2. Do you have a persistent cough that has started in the last few days?		
3. Do you have symptoms of fever? (red, tearing or burning eyes, sweats, clammy hands)?		
4. Do you have any signs of a respiratory infection, shortness of breath, difficulty breathing? (Self-test: Hold in your breath for 10 seconds)		
5. In the last 14 to 21 days, have you travelled outside the borders of South Africa?		
6. In the last 14 to 21 days, have had contact with anybody that has travelled outside the Provincial or South African borders?		
7. Have you been near or in contact with anyone who has symptoms or tested positive for COVID-19?		
If you have answered yes to any of the above questions, please inform your supervisor immediately. Brief description of events (When, where and who else were you with: _____ _____ _____		
Personal Commitment		
✓ I further undertake to immediately report any change in my medical condition to my supervisor/manager!		
✓ I will always maintain excellent personal and company hygiene standards!		
✓ I will maintain and keep the minimum social distance of 1m between myself and other employees!		
✓ I will utilize PPE and sanitizers provided to me to prevent the spread of the virus!		
✓ I will ensure all equipment / materials handed over to another person has been cleaned and sanitized!		
✓ I will not abuse, misuse, share or lose the PPE and related materials / equipment issued to me!		
Employee Signature		
Date		

Temperature: _____ °C. (if temperature is at 38°C or higher refer to Process Flow Annexure 1 document then deny entry, isolate and start reporting process)

Entry Cleared Yes No

Construction Manager/Supervisor: _____ Signature: _____ Date: _____

Comments: _____

