



NEWCASTLE MUNICIPALITY

DEVELOPMENT PLANNING AND HUMAN SETTLEMENTS

BID NO.: A072 - 2021/2022

**APPOINTMENT OF TURNKEY PANEL OF IMPLEMENTATION AGENTS FOR HOUSING PROJECTS
FOR A PERIOD OF 36 MONTHS**

SUBMISSION OF BID DOCUMENT DEADLINE

Date: Thursday, 25 August 2022

Time: 12h00

Venue: Municipal Civic Centre Offices (Rates Hall)
Tower Block Building, 37 Murchison Street, 1st Floor
Newcastle, 2940

Name of Bidder	
CSD Master Registration Number	
Physical Address	
Contact Person(s)	
Phone Number(s)	
E-Mail Address	

Sealed bid document must be deposited in the **Tender Box** provided at the Municipal Civic Centre (Rates hall), 37 Murchison Street, Newcastle by no later than **12h00** on **25 August 2022** where bids will be opened in public. Please be advised that the name, address, and contact details should be written at the back of the envelope.

CHECK-LIST FOR TENDER SUBMISSION

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE BID DOCUMENT:

Page No.	Description	Completed			
		Yes		No	
4	MBD 1: Invitation to Bid	Yes		No	
8	Tender data				
18	Authority of Signatory	Yes		No	
20	Compulsory Enterprise Questionnaire	Yes		No	
22	Notice of Compulsory Briefing Session	Yes		No	
23	Record of Addenda to Bid Documents	Yes		No	
24	Proposed Amendments and Qualifications	Yes		No	
25	Schedule of Proposed Sub-Contractors	Yes		No	
26	Schedule of Plant and Equipment	Yes		No	
27	Schedule of Previous Similar Works	Yes		No	
28	Contractor's Certificate of Registration with CIDB	Yes		No	
29	Tenderer's Financial Standing	Yes		No	
30	Declaration of Interest	Yes		No	
33	Declaration for Procurement above R10 million	Yes		No	
34	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Yes		No	
39	Declaration of Bidders' Past Supply Chain Management Practices	Yes		No	
41	Certificate of Independent Bid Determination	Yes		No	
44	Certificate for Municipal Services and Payments/Lease Agreement	Yes		No	
46	Form of Offer and Acceptance	Yes		No	
49	Contract Data	Yes		No	
65	Scope of Works	Yes		No	



PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

BID NOTICE

BID NO: A072 - 2021/2022



APPOINTMENT OF TURNKEY PANEL OF IMPLEMENTATION AGENTS FOR HOUSING PROJECTS FOR A PERIOD OF 36 MONTHS

In terms of section 110 of the municipal finance management act, 2003 (no. 56 of 2003), tenders are hereby invited by Newcastle Municipality for turkey panel of implementation agents for housing projects for a period of 36 months.

Bid documents are obtainable from **25 July 2022 until 19 August 2022** at the office of the Strategic Executive Director: Budget and Treasury Office, Municipal Civic Centre Tower Block – Office B218 2nd Floor, 37 Murchison Street, Newcastle, 2940 during office hours between 08h00 to 15h00 upon a payment of a **non-refundable document fee of R 300.00. Alternatively, the document may be downloaded free of charge from the National Treasury website (www.etenders.gov.za) or on the municipal website @ www.newcastle.gov.za**

Banking Details - Banking Details - The Newcastle Municipality, Nedbank - Account No: 1162 6600 66, Br Code: 133 724 (the proof of payment must reflect the bid number and bidder's name as reference).

Procurement enquiries: Mr S Vilakazi / Mrs D Marais **Telephone no.:** 034 328 7818/ 034 328 7769

Technical enquiries: Ms. Xoliswa Madela **Telephone no.:** 034 328 7881

Multiple service providers would be appointed to a panel agreement, therefore preferential scoring system would only be used when sourcing quotations from the existing panel of qualifying professional service providers and the acceptable financial offers would be considered.

The Council reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of bid must be sealed and endorsed "**Bid no: A011 - 2020/21 Appointment of turnkey panel of implementation agents for housing projects for a period of 36 months**" bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Newcastle Municipality – Municipal Civic Offices (Rates Hall), 37 Murchison Street, 1st floor, Newcastle by no later than **12:00 on Thursday, 25 August 2022** where bids will be opened in public. Late quotations or tenders received by way of facsimile or e-Mail will under no circumstances be considered.

Minimum Local Content Requirements

Only locally produced goods, services or works or locally manufactured goods with a stipulated minimum threshold for local production and content will be considered.

Functional Evaluation

Only bids that comply with all administrative requirements (Acceptable Bids) will be considered during the functionality evaluation phase and the allocation of points will be based on functional criterions as indicated in the Terms of Reference.

Minimum functional requirement score: Service providers that score at least the minimum of **60%** on functionality will be enlisted in the panel, and quotations will be requested from consultants enlisted as and when required using the PPPFA point system.

Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. To register on the CSD log onto www.csd.gov.za

**Mr Z.W MCINEKA
Acting Municipal Manager
Newcastle Municipality
Municipal Civic Centre
37 Hardwick Street
Private Bag X6621
Newcastle
2940**

MBD 1: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE MUNICIPALITY

Bid Number	A072 - 2021/2022	Closing Date	25 August 2022	Closing Time	12h00
-------------------	------------------	---------------------	----------------	---------------------	-------

Description	APPOINTMENT OF A TURNKEY PANEL OF IMPLEMENTING AGENTS FOR HOUSING PROJECTS FOR A PERIOD OF 36 MONTHS
--------------------	--

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

**FIRST (1st) FLOOR OF THE NEWCASTLE MUNICIPALITY
MUNICIPAL CIVIC CENTRE OFFICES (RATES HALL)
37 MURCHISON STREET
NEWCASTLE
2940**

SUPPLIER INFORMATION

Name of Bidder					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cellphone Number					
Facsimile Number	Code		Number		
E-Mail Address					
Vat Registration Number					
Tax Compliance Status	TCS PIN:		OR	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

Are you the Accredited Representative in South Africa for the Goods /Services /Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes enclose proof)	Are you a Foreign Based Supplier for the Goods /Services /Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, answer part B:3)
--	--	---	---

Signature of Bidder	Date:
----------------------------	--------------

Capacity under which this bid is signed:

ENQUIRIES MAY BE DIRECTED TO:

Bidding Procedure Enquiries		Technical enquiries
Contact person	Mr S Vilakazi/ Mrs D Marais	Ms X Madela
Telephone number	034 328 7818 / 034 328 7769	034 328 7881
E-mail address	Sabelo.Vilakazi@newcastle.gov.za	Xoliswa.Madela@newcastle.gov.za

PART B
Terms and Conditions for Bidding

1. BID SUBMISSION:

- 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2. **All bids must be submitted on the official forms provided–(not to be re-typed) or online**
- 1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the **website www.sars.gov.za**.
- 2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / Pin / CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. Is the entity a resident of the Republic of South Africa (RSA)? Yes No
- 3.2. Does the entity have a branch in the RSA? Yes No
- 3.3. Does the entity have a permanent establishment in the RSA? Yes No
- 3.4. Does the entity have any source of income in the RSA? Yes No
- 3.5. Is the entity liable in the RSA for any form of taxation? Yes No

If the answer is "no" to all of the above, then it is not a requirement to register for a Tax Compliance Status System Pin Code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

**NB: Failure to provide any of the above particulars may render the bid invalid.
No bids will be considered from persons in the service of the state.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T1.2 TENDER DATA

NEWCASTLE MUNICIPALITY

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure F of Standard for Uniformity in Construction Procurement (Board Notice 136 Government Gazette No 38960 of 10 July 2015)**, bound into Section T1.4 (see www.cidb.org.za)

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

Clause Number	Tender Data
F.1.1 Actions	The employer is Newcastle Municipality
F.1.2 Tender Documents	<p>THE TENDER</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 – Tender notice and invitation to tender</p> <p>T1.2 – MBD 1: Form</p> <p>T1.3 – Tender data</p> <p>T1.4 – Special Conditions of Tender</p> <p>Part T2: Returnable documents</p> <p>T2.1 – List of returnable documents</p> <p>T2.2 – Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 – Form of offer and acceptance</p> <p>C1.2 – Contract data</p> <p>C1.3 – Form of guarantee</p> <p>C1.4 – Health and safety agreement</p> <p>Part C2: Pricing Data</p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Activity Schedule or Bills of Quantities</p> <p>C2.3 - Pricing Schedule (Firm and Non-Firm Prices)</p> <p>Part C3: Scope of work</p> <p>C3 – Scope of work</p> <p>Part C4: Site Information</p> <p>C4 - Site Information</p> <p>Part C5: Drawings</p> <p>C5 – Drawings</p>
F.1.3	Add the following new clause:
F.1.3.4	<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English.</i>
F.2.1 Eligibility Criteria	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for class of construction work, are eligible to submit tenders.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of a joint venture is registered with the CIDB. 2. the lead partner has a contractor grading designation in the construction works and 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a

APPOINTMENT OF TURNKEY PANEL OF IMPLEMENTING AGENTS FOR HOUSING PROJECTS FOR A PERIOD OF 36 MONTHS (3 YEARS)

	contractor designation in accordance with the sum tendered for a construction works and fencing or a value determined in accordance with Regulation 25(1B) or 25(7A) of the CIDB.
	Only those tenderers who have in their full time employ management and supervisory staff satisfying the requirements of the scope of works for labour intensive competencies for supervisory and management staff are eligible to submit tenders.
	Only those tenders who score a minimum of 60% in respect of the following prequalification criteria are eligible to submit tenders. Refer to Part T1 (F3.11.3 Scoring quality)
F.2.2 Cost of Tendering	The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
F.2.7 Clarification meeting	The arrangements for a non - compulsory clarification meeting are as stated in the tender notice and invitation to tender Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to tenders received from those tendering entities appearing on the attendance register.
F.2.9 Insurance	The Tenderer will be responsible for the full insurance cover required for this project.
F.2.12 Alternative offers	If a Tenderer wish to submit an alternative Tender offer, the only criteria permitted for such alternative Tender offer is that it demonstrably satisfies the Employer's standards and requirements. Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents is also submitted. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative Tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative Tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. Where necessary the modified Pricing Data must include an amount equal to 5% of the amount tendered for, the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
F.2.13.1	A two-envelope procedure will not be followed.
F.2.13.3 Submitting a tender offer	Parts of each Tender offer communicated on paper shall be submitted as original, plus 0 copies.
F.2.13.5	THE IDENTIFICATION DETAILS ARE: Tender number: A072 – 2021/22 - Appointment of turnkey panel of implementation agents for housing projects for a period of 36 months". Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box.
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed offers will not be accepted
F.2.15 Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
F.2.16 Tender offer validity	The Tender offer validity period is 120 (one hundred and twenty) days.

APPOINTMENT OF TURNKEY PANEL OF IMPLEMENTING AGENTS FOR HOUSING PROJECTS FOR A PERIOD OF 36 MONTHS (3 YEARS)

F.2.18 Provide other material	The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.20 Performance security/guarantee	The Tenderer shall provide a performance security/guarantee of 10% of the value of the tender before formation of the contract.
F.3.4 Opening of tender submissions	Tenders will be opened in public immediately after the closing time of tenders at 12:00.
F.3.11.3 Scoring quality	The procedure for the evaluation of responsive Tenders is Quality / Functionality will be scored as follows (maximum points = 100):

A tender must score a minimum of 60% out of the full points for quality / functionality in order to be prequalified to a panel; To be utilized for future works within the period of 36 months.

DETAILED BREAKDOWN OF QUALITY POINTS

Description item No.	Description of Item	Total points allocated
1	Composition of a professional team to handle Stage One & Four Housing Application process (Planning Process) <ul style="list-style-type: none"> a. CV and Registration certificate Professional Town Planner/s (SACPLAN) (10) b. CV and registration certificate of Environmental Consultant (5) c. CV and registration certificate of Social Development Facilitator (5) d. CV and registration certificate of Geological Engineer (5) e. CV and registration of an Economist (5) f. CV and registration of a Conveyancer (5) g. CV and registration of the Land Surveyor (both for services and subdivisions) (5) <p>(CV without statutory registration certificate will receive half the points)</p>	40
2	Composition of the Engineering Team (Stage Two & Three housing Project) <ul style="list-style-type: none"> a. CV and registration of the Project Manager (10) b. CV and registration of a Civil Engineer (8) c. CV and registration of an electrical engineer (6) d. CV and registration of an Engineer specializing in Water and Sewer (6) <p>(CV without statutory registration certificate will receive half the points)</p>	30
3	Experience of the company on similar Projects: <ul style="list-style-type: none"> a. 1-3 Housing Projects (8) b. 3.5-6 Housing Projects (15) c. ≥6 Housing Projects (20) 	20
4	Liquidity of the Company Bank stating the financial health of the Company (not older than 60 days)	10
TOTAL		100
	MINIMUM SCORE FOR PANEL INCLUSION	60 Points

<p>F.3.11.4 Preferential Point System</p>	<p>The financial offer will be scored using Formula 2 (option 2) where the value of W1 is: 1) 90 where the financial value inclusive of VAT of all responsive Tenders received have a value in excess of R 50 000 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive Tenders offers equals or is less than R 50 000 000.</p> <p>Up to 100 minus W1 Tender evaluation points will be awarded to Tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p> <p>Objective criteria</p> <p>In terms of Preferential Procurement Regulation 11 and section 2(1) (f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria:</p> <ul style="list-style-type: none"> - The risk of fruitless and wasteful expenditure to Newcastle Local Municipality; - The risk of Irregular expenditure to Newcastle Local Municipality; - The risk of poor project and contract management on existing project with Newcastle Local Municipality; - The risk of an abnormally low bid; and - The risk of a material irregularity. <p>The Municipality reserves a right to apply objective evaluation criteria should the recommended bidder pose any of the above-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the above mentioned risks.</p>
<p>F.3.13 Acceptance of Tender Offer</p>	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> 1. The tenderer has complied in full with the all eligibility criteria; 2. A valid Tax Compliance Status Pin or CSD Master Registration Number for verification; 3. The Form of Offer and Acceptance is completed and signed; 4. The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. 5. The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; 6. The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; 7. The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

APPOINTMENT OF TURNKEY PANEL OF IMPLEMENTING AGENTS FOR HOUSING PROJECTS FOR A PERIOD OF 36 MONTHS (3 YEARS)

	<ol style="list-style-type: none"> 8. The bid must adhere to pricing Instructions where the Bill o Quantities should be completed correctly and signed. 9. The bidder 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 person prohibited from doing business with the public sector; 10. The bidder has not: <ol style="list-style-type: none"> a. abused the Employer's Supply Chain Management System; or b. failed to perform on any previous contract and has been given a written notice to this effect; 11. The bidder has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; 12. The bidder is registered on the Central Supplier Database; 13. The bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached. 14. A Joint-Venture Agreement or Consortium, where applicable, is submitted with bid; 15. All returnable schedules are to be completed and all relevant certificates attached where indicated.
F.3.17 Copies of Contract	<p>One signed copy of contract shall be provided by the Employer to the successful Tenderer.</p>
F.3.18 Rotation of Service Providers	<p>NOTE: The provision of the maintenance service shall be on an "as and required basis".</p> <ol style="list-style-type: none"> 1. Every effort shall be made to ensure that the maintenance work is spread evenly among the successful Bidders forming a panel. 2. The successful bidders will be required to accept the mid-range rates that will be used by all the successful bidders for the maintenance work required according to the Bills of Quantities. 3. In an event where the service provider responsible to render the maintenance is somehow unable to do so, that maintenance work shall be extended to the next service provider on the panel list. 4. The employer, through the relevant department and personnel shall draw up a schedule allocating maintenance work to the service providers in an equitable manner. 5. In case of emergency work, the work will be allocated to the service providers according to the drawn up schedule and their availability, based on a 2-hour response time. 6. The service provider not available or not in a position to execute the maintenance task will be expected to inform the employer in writing.

- | | |
|--|--|
| | <ol style="list-style-type: none">7. It remains the prerogative of the employer to allocate the work and ensure that it is evenly distributed among the service providers in a panel.8. All the service providers shall be expected to comply with the schedule drawn up by the employer. |
|--|--|

<p>F.3.11.4 Preferential Point System</p>	<p>The financial offer will be scored using Formula 2 (option 2) where the value of W1 is: 1) 90 where the financial value inclusive of VAT of all responsive Tenders received have a value in excess of R 50 000 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive Tenders offers equals or is less than R 50 000 000.</p> <p>Up to 100 minus W1 Tender evaluation points will be awarded to Tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p> <p>Objective criteria</p> <p>In terms of Preferential Procurement Regulation 11 and section 2(1) (f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria:</p> <ul style="list-style-type: none"> - The risk of fruitless and wasteful expenditure to Newcastle Local Municipality; - The risk of Irregular expenditure to Newcastle Local Municipality; - The risk of poor project and contract management on existing project with Newcastle Local Municipality; - The risk of an abnormally low bid; and - The risk of a material irregularity. <p>The Municipality reserves a right to apply objective evaluation criteria should the recommended bidder pose any of the above-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the above mentioned risks.</p>
<p>F.3.13 Acceptance of Tender Offer</p>	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> 16. The tenderer has complied in full with the all eligibility criteria; 17. A valid Tax Compliance Status Pin or CSD Master Registration Number for verification; 18. The Form of Offer and Acceptance is completed and signed; 19. The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. 20. The tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; 21. The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; 22. The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

APPOINTMENT OF TURNKEY PANEL OF IMPLEMENTING AGENTS FOR HOUSING PROJECTS FOR A PERIOD OF 36 MONTHS (3 YEARS)

	<p>23. The bid must adhere to pricing Instructions where the Bill o Quantities should be completed correctly and signed.</p> <p>24. The bidder 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 person prohibited from doing business with the public sector;</p> <p>25. The bidder has not: a. abused the Employer's Supply Chain Management System; or b. failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>26. The bidder has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>27. The bidder is registered on the Central Supplier Database;</p> <p>28. The bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached.</p> <p>29. A Joint-Venture Agreement or Consortium, where applicable, is submitted with bid;</p> <p>30. All returnable schedules are to be completed and all relevant certificates attached where indicated.</p>
F.3.17 Copies of Contract	<p>One signed copy of contract shall be provided by the Employer to the successful Tenderer.</p>
F.3.18 Rotation of Service Providers	<p>NOTE: The provision of the maintenance service shall be on an "as and required basis".</p> <p>9. Every effort shall be made to ensure that the maintenance work is spread evenly among the successful Bidders forming a panel.</p> <p>10. The successful bidders will be required to accept the mid-range rates that will be used by all the successful bidders for the maintenance work required according to the Bills of Quantities.</p> <p>11. In an event where the service provider responsible to render the maintenance is somehow unable to do so, that maintenance work shall be extended to the next service provider on the panel list.</p> <p>12. The employer, through the relevant department and personnel shall draw up a schedule allocating maintenance work to the service providers in an equitable manner.</p> <p>13. In case of emergency work, the work will be allocated to the service providers according to the drawn up schedule and their availability, based on a 2-hour response time.</p> <p>14. The service provider not available or not in a position to execute the maintenance task will be expected to inform the employer in writing.</p>

- | | |
|--|--|
| | <p>15. It remains the prerogative of the employer to allocate the work and ensure that it is evenly distributed among the service providers in a panel.</p> <p>16. All the service providers shall be expected to comply with the schedule drawn up by the employer.</p> |
|--|--|

AUTHORITY OF SIGNATORY

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

A COMPANY	B PARTNERSHIP	C JOINT VENTURE	D SOLE PROPRIETOR	E CLOSE CORPORATION

A. Certificate for Company

I,, chairperson of the board 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 for **tender no.: A072 – 2021/22** and any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman:
2. Date:

B. 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 this tender for **tender no.: A072 – 2021/22** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms , authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with this tender for **tender no.: A072 – 2021/22** and any contract resulting from it on our behalf. This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid. A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

D. Certificate for Sole Proprietor

I, , hereby confirm that I am the sole owner of the business trading as

As witnesses:

- 1. Sole Owner:
- 2. Date:

E. 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 to sign all documents in connection with this tender for **tender no.: A072 – 2021/22** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

The Bidder must complete the following returnable documents:

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of Enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name *	Identity Number *	Personal Income Tax Number *

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the services 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 (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

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

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

* Insert separate page if necessary

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

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

- | | |
|--|--|
| <input type="checkbox"/> A member of any municipal council | <input type="checkbox"/> an employee of any provincial department, |
| <input type="checkbox"/> A member of any provincial legislature | national or provincial public entity or |
| <input type="checkbox"/> A member of the National Assembly or the National Council of Province | constitutional institution within the meaning of the Public Finance Management Act (Act 1 of 1999) |
| <input type="checkbox"/> A member of the board of directors of any Municipal entity | <input type="checkbox"/> a member of an accounting authority of any national or provincial public 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 warrants that he/she is duly authorised to do so on behalf of the enterprise:

- (i) Authorises the Employer to obtain a tax clearance from the South African Revenue Services that my/our tax matters are in order;
- (ii) Confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- (iii) Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- (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 tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- (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: _____

NOTICE OF COMPULSORY BRIEFING SESSION

A compulsory briefing session is **applicable**.

The meeting point for the Briefing Session will be conducted when the project has been allocated by council.

Compulsory Briefing Session Certificate

It is hereby certified that I have attended the Compulsory Briefing Session and have satisfied myself of the conditions and circumstances which may influence the Works and the cost thereof.

Name of Representative	
On Behalf of Bidder (name of bidder)	
Address	
Telephone Number	
Signature (For Bidder)	

For Official Use Only

<p>I CONFIRM THAT THE BIDDER WAS PRESENT AT THE COMPULSORY BRIEFING SESSION</p>	<p>Official Date Stamp</p>
<p>Name of Official: _____</p>	<p>Signature: _____</p>

RECORD OF ADDENDA

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

	Date	Title or Details
1.		
2.		
3.		
4.		

Attach additional pages if more space is required.

Failure to acknowledge any addendum released by Newcastle Municipality may result in your tender submission being declared non-responsive.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

PROPOSED AMENDMENTS AND QUALIFICATIONS

The Bidder should record any deviations or qualifications he may wish to make to the Bid documents in this Returnable Schedule. Alternatively, a Bidder may state such deviations and qualifications in a covering letter to his Bid and reference such letter in this schedule.

The Bidder's attention is drawn to clause F.3.8 of the Standard Conditions of Bid referenced in the Bid Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed Date

Name Position

Bidder _____

SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1			
2			
3			
4			
5			

Signed

.....

Date

.....

Name

.....

Position

.....

Bidder

.....

SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our Bid is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired or acquired for this contract if my / our Bid is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed Date

Name Position

Bidder

SCHEDULE OF PREVIOUS SIMILAR WORKS

The following is a statement of similar work successfully executed by myself / ourselves:

Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

Signed _____ Date _____

Name _____ Position _____

Bidder

CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

The Bidder shall attach hereto the Contractor's Certificate of Registration with CIDB or insert his CRS Number. Failure to submit the certificate or number with the bid document will lead to the conclusion that the bidder is not registered with the CIDB and the bid offer will be deemed as not valid/incomplete. The registration must be valid at the time of tender closing.

In the case of a joint venture / consortium (excluding consulting engineering partners) parties must each attach copy of their CIDB registration certificate or insert their CRS Numbers.

Name of Bidder	CRS Number	CIDB Grading	Lead partner (indicate with x)

Signed _____ Date _____

Name _____ Position _____

Bidder _____

BIDDER'S FINANCIAL STANDING

The Employer may make enquiries to obtain a bank rating from the Bidder's bank.

To this end, the Bidder must provide with this Bid a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the bided amount within the specified time for completion.

However, should the bidder be unable to provide a bank rating with his Bid, he shall state the reasons as to why he is unable to do so, and in addition, provide the following details of his banker and bank account that he intends to use for the project.

Name of the Account Holder:

Name of Bank:

Branch Name:

Account Number:

Account Type: Branch Code:

Telephone number: Fax number:

Name of contact person (at bank):

Failure to provide either the required bank details or a certified bank rating with his Bid, will lead to the conclusion that the Bidder does not have the necessary financial resources at his disposal to complete the contract successfully within the specified/bided time for completion.

The employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the Bid submitted by the Bidder

Signature of Bidder :

Date :

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.
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/ Representative	
3.2	Identity Number	
3.3	Position occupied in the Company (director, trustee, shareholder²)	
3.4	Company Registration Number	
3.5	Tax Reference Number	
3.6	Vat Registration Number	

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

3.8	Are you presently in the service of the state*?	Yes	No
3.8.1	If yes, furnish particulars.		

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

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

²"Shareholder"" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

APPOINTMENT OF TURNKEY PANEL OF IMPLEMENTING AGENTS FOR HOUSING PROJECTS FOR A PERIOD OF 36 MONTHS (3 YEARS)

3.9	Have you been in the service of the state for the past twelve months	Yes	No
3.9.1	If yes, furnish particulars.		
3.10	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.10.1	If yes, furnish particulars.		
3.11	Are you, aware of any relationship (family, friend, other) between a 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, managers, principal 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, managers, principal 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, principal 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.

APPOINTMENT OF TURNKEY PANEL OF IMPEMENTING AGENTS FOR HOUSING PROJECTS FOR A PERIOD OF 36 MONTHS (3 YEARS)

Full Name	Identity Number	State Employee Number

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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:

1	Are you by law required to prepare annual financial statements for auditing?	Yes	No
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
2	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. * Delete if not applicable		
2.2	If yes, provide particulars. * Delete if not applicable		
3	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, furnish particulars		
4	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, furnish particulars		

CERTIFICATION

I, THE UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature		Name of Bidder	
Capacity		Date	

MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

GENERAL CONDITIONS

1. The following preference point systems are applicable to all bids:

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

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

2. Points for this bid shall be awarded for:

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

3. The maximum points for this bid are allocated as follows:

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

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

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

DEFINITIONS

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

6. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

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

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

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

8. BID DECLARATION

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

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

B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

10. SUB-CONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

11. DECLARATION WITH REGARD TO COMPANY/FIRM

11.1 Name of company/firm:.....
 11.2 VAT registration number:.....
 11.3 Company registration number:.....

11.4 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

11.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

11.6 COMPANY CLASSIFICATION

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

[Tick applicable box]

12. MUNICIPAL INFORMATION

Municipality where business is situated :

Registered Account Number :

Stand Number :

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

APPOINTMENT OF TURNKEY PANEL OF IMPLEMENTING AGENTS FOR HOUSING PROJECTS FOR A PERIOD OF 36 MONTHS (3 YEARS)

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....

MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are to combat the abuse of the supply chain management system.
3. **The bid of any bidder may be rejected if the bidder, or any of its directors have:**
 - a) Abused the Municipality'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 or failed to comply with any government, municipal or public sector contract during the past five years; or
 - d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

ITEM	QUESTION	YES	NO
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the Accounting Officer/ Authority of the institution that imposed the restriction after the audit alteram partem rule was applied).</p> <p>The database of Restricted Suppliers now resides on the National Treasury`s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)?</p> <p>(The Register for Bid 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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

APPOINTMENT OF TURNKEY PANEL OF IMPEMENTING AGENTS FOR HOUSING PROJECTS FOR A PERIOD OF 36 MONTHS (3 YEARS)

ITEM	QUESTION	YES	NO
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/ municipal entity, or any other municipality/municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality/ municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) _____
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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 of Bidder			
Signature		Name (print)	
Capacity		Date	

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁹ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid;
 - or
 - f) bidding with the intention not to win the bid.

APPOINTMENT OF TURNKEY PANEL OF IMPLEMENTING AGENTS FOR HOUSING PROJECTS FOR A PERIOD OF 36 MONTHS (3 YEARS)

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 of Bidder			
Signature		Name (print)	
Capacity		Date	

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

PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Regulation, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders

- i. I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- ii. I acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to Newcastle Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
- iii. I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and the Newcastle Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of the contract; and
- iv. The following account/s of the bidding entity has reference:

Physical Business Address(es) of the Tenderer	Municipality	Municipal Account Number

NB: If insufficient space above, please submit on a separate page

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Reason	Tick	Portfolio of evidence
Bidding entities who rent premises from a landlord		Signed copy of the lease agreement together with a letter from the landlord stating that no levies are in arrears.
Bidding entities who operate from a property owned by a director / member / partner		Municipal account statement/s of a director / member / partner
Bidding entities who operate from farms / informal settlements		A letter from their Induna/owner.
Bidding entities who operate from somebody else's property		Sworn affidavit stating the details and relationship with the property owner.
Other (Please specify)		

Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three months from the close of this tender.

SIGNED AT.....THIS.....DAY OF..... 20.....

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

 2.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

FORM OF OFFER AND ACCEPTANCE

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

BID NO.: A072 - 2021/22 APPOINTMENT OF TURNKEY PANEL OF IMPLEMENTATION AGENTS FOR HOUSING PROJECTS FOR A PERIOD OF 36 MONTHS

The tenderer, identified in the offer signature block, 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 authorized, 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 PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) IS

.....

 Rand (in words);

R..... (in figures) (or other suitable wording)

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.

Signature		Date	
Name			
Capacity			
Name of Tenderer			

Name and
Signature of

Witness Date

ACCEPTANCE (to be completed by the Employer)

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

The terms of the contract, are contained in:

- Part C1 Agreements and tender document, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site Information

and any drawings and documents or parts thereof, which may be incorporated by reference above. Deviations from and amendments to the documents listed in the tender document and any addenda thereto as 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 Record of Addendum 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 signed by the authorized representative(s) 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 tender document) 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 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.

FOR OFFICIAL USE ONLY

Name		Signature	
Date			
Capacity(tick one)	Municipal Manager	Chief Financial Officer	
For the Employer	Newcastle Municipality		
Name of Witness		Signature	

SCHEDULE OF DEVIATIONS

Notes:

- 1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
- 2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here,
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract,

1. **Subject:**.....
Details:

2. **Subject:**.....
Details:

3. **Subject:**.....
Details:

By the duly authorised representatives signing this agreement, the employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the 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.

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

CONTRACT DATA (PART 1)

All future works are subject to the following forms of contract

C1.4.1 Contract Specific Data

The Conditions of Contractor are the JBCC Series (2014, Edition 6.2) published by the Joint Building Contracts Committee Inc.

AND

The Conditions of Contract are THE General conditions of Contract for Construction Works (recently updated version of GCC) published by South African Institution of Civil Engineering (SAICE).

Copies of these General Conditions of Contract may be obtained from SAICE, Private Bag X200, Halfway House 1685, Telephone number: (+27) 011 805 5947, Web address: www.saice.org.za

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract shall have precedence in the interpretation of any ambiguity or inconsistency between and the General Conditions of Contract.

Section 1: Data provided by the Employer

Clause	
	The "Commencement date" shall be the date at which the instruction works orders is issued to the contractor
	The Employer is the Municipality of Newcastle .
6.0	The principal agent is Technical Services. The SED – Technical services
	The employer's address for receipt of communication is: Telephone: (034) 328 7600 Address: Municipal Offices Civic Centre Private Bag X6621 Newcastle 2940
	The special nonworking days are public holidays, Saturdays and Sundays.
	The principal agent is required in terms of his appointment with the employer to obtain specific approvals from the employer for the all project related decisions.
	The Guarantee is to contain the same wording as the document included as C1.3 under returnable documents.
11.1.2	The amount of the Guarantee is to be 10% of the works order..
11.1.1	The Guarantee is to be delivered before the works is to be commenced.

APPOINTMENT OF TURNKEY PANEL OF IMPLEMENTING AGENTS FOR HOUSING PROJECTS FOR A PERIOD OF 36 MONTHS (3 YEARS)

12.2.17	The Works are to be commenced within 10 days of the Commencement Date.
12.2.6	The Works programme is to be delivered before the works is to be commenced.
	The amount to be included in the sum insured to cover the value of:
	a) No material will be supplied by the employer b) Professional fees not included in the contract price is – at the discretion of the employer
8.4	The limit of the liability insurance required is 10% of the value of works
10.1.1 – 10.1.3	The following additional and varied insurances are required: Public Liability Insurance, Supplementary Insurance and Contract Works Insurance
	All Day works will be calculated and agreed with the Project Manager.
	The works shall be completed within the approved construction period stated on the instruction letter issued by Newcastle Municipality
24.1	The penalty for delay is as stipulated in the JBCC Agreement series 2014 edition 6.2
	Contract Price Adjustment is not applicable in this contract.
	The percentage limit on materials not built into the Permanent Works is 80% of invoice.
11.3.1	The percentages retention is 10% of the work done (excluding VAT).
	Minimum amount of interim payment certificate is Nil.
11.3.1	A Retention Money Guarantee is permitted.
21.1	The Defects Liability Period is ninety (90) calendar days after final completion date or when work on the list for final completion has been satisfactorily completed (21.1), whichever is the later.
30.8	Disputes are to be referred to mediation, if not settled may be referred to a court having jurisdiction to handle such matters
	The contractor is
	The contractor's address for receipt of communication is: Telephone: Facsimile:

	E-mail: Address:
	TO NOTE THAT NO INTEREST WILL BE CHARGED/ ALLOWED ON LATE INTERIM PAYMENT CERTIFICATES.

Part 2: Data provided by the Contractor

The following information is to be completed by the Contractor and returned with the supporting information/documents if necessary to your tender after.

Description
<ul style="list-style-type: none"> The Contractor is the [Enter the Legal name of the Contractor]. <p>The Contractor's address for receipt of communications and notices is :</p> <p>Telephone:..... Facsimile:</p> <p>E-mail :</p> <p>Address (Postal) : Address (Physical) :</p> <p>.....</p> <p>.....</p>
<ul style="list-style-type: none"> The Subcontractor Fee percentage is% [NB: Subcontractor's claims to be attached on Contractor's claim]
<ul style="list-style-type: none"> The percentage allowance to cover all overhead charges is %
<ul style="list-style-type: none"> The key people are <p>(1)</p> <p>Name.....</p> <p>Job/Position.....</p> <p>Responsibilities.....</p> <p>Qualifications.....</p> <p>Experience.....</p> <p>(2)</p> <p>Name.....</p>

Description

Job/Position.....

Responsibilities.....

Qualifications.....

Experience.....

I/We, as the Contractor identified above, undertake to ensure that these key people will be available to perform the Works as it will be identified as and when required and to inform the Employer and submit the information of their replacement whose skills and qualifications will meet the requirements when necessary.

..... (Tenderer's Signature)

Risk Register

- Add "Additional risks into the Risk Register does not alter the allocation of risk contained in clause 80.1"

The following matters, if any, will be included in the Risk Register Part Two:

.....

.....

•

.....

•

.....

•

.....

•

.....

•

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

C1.3 FORM OF GUARANTEE

NEWCASTLE MUNICIPALITY

Bid No

WHEREAS **The Newcastle Municipality** (hereinafter referred to as the Employer") entered into, a Contract with:

.....

(Hereinafter called "the Contractor") on the day of 20, **APPOINTMENT OF A TURNKEY PANEL OF IMPLEMENTATION AGENTS FOR HOUSING PROJECTS FOR A PERIOD OF 36 MONTHS**

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS has / have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of
.....Rand (in words); R
(in figures)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as

.....

APPOINTMENT OF TURNKEY PANEL OF IMPLEMENTING AGENTS FOR HOUSING PROJECTS FOR A PERIOD OF 36 MONTHS (3 YEARS)

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

IN WITNESS WHEREOF this guarantee has been executed by us at on this ..
..... day of 20

Signature

Duly authorized to sign on behalf of

Address
.....
.....

As witnesses:

1
Name **Signature**

2
Name **Signature**

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This agreement is mandatory for all contractors appointed by The Newcastle Municipality or any other institution that do work for or on behalf of Municipality.

This agreement is between:

THE CONTRACTOR:

Herein represented by.....

In his capacity asBeing duly authorized hereto hereinafter referred to as "contractor".

Compensation Commissioner Number:.....

(Attach a copy of the Registration Certificate to this agreement)

Company : Name:.....

Registration Number:.....

CEO : Name:.....

ID Number:.....

Physical Address:.....

**And The Newcastle Municipality
(Hereinafter referred to as "the Council")**

1. DEFINITIONS

- 1.1 **CONTRACTOR** Means the "Contractor" as defined in the "Principal Contract" Annexed hereto in his capacity as mandatory.
- 1.2 **MANDATORY** Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials.
- 1.3 **THE PRINCIPAL CONTRACT** Means the contract annexed hereto as annexure "A".
- 1.2 **COUNCIL** Means the Newcastle Municipality
- 1.5 **RISK CONTROL OFFICER** A person appointed in writing by Council.
- 1.6 Any definitions contained in any Statute hereinafter mentioned shall have the meaning allocated to it by the specific statute.

2. OBJECTIVE

- 2.1 Whereas Council and the Contractor have entered into a contract for service (work) as fully indicated in the "Principle Contract" and whereas the "Contractor" agreed to indemnify Council against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both Council and the Contractor's obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.
- 2.2 These rules are applicable to all contractors performing work for Council within the jurisdictional area of the Council and on any premises, which are owned, rented or developed by the Council.
- 2.3 The Council acts through those officials or persons who are generally or specifically charged with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

IT IS HEREBY AGREED AS FOLLOWS:

3. INDEMNITIES

- 3.1 The "Contractor" hereby indemnifies the "Council" against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non-compliance by the "Contractor" of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:

The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2003 as promulgated on 18 July 2003, in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 25207 and Regulation Gazette No. 7721. See Annexure B.
The Health Act 63 of 1977.

- 3.1.3 Road Traffic Act 29 of 1989 (as amended).
- 3.1.4 Environment Conservation Act 73 of 1989.
- 3.1.5 The National Water Act 36 of 1998.
- 3.1.6 The Criminal Procedure Act 51 of 1977.
- 3.1.7 The Explosives Act 26 of 1956.
- 3.1.8 The Arms and Ammunition Act 75 of 1969.
- 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
- 3.1.10 The Labour Relations Act 66 of 1995.
- 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
- 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
- 3.1.13 Standards Act 29 of 1993.
- 3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the "Principal Contract".

Any other health and safety standard prescribed by the "Council".

- 3.2 The "Contractor" shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.
- 3.3 The "Contractor" shall indemnify the "Council" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "Contractor" or for which he is responsible and he hereby indemnifies the "Council" against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.
- 3.4 The "Contractor" shall and hereby indemnifies the "Council" against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whatsoever arising out of or in the course of or caused by the execution of the "Principal Contract".
- 3.5 The "Contractor" shall and hereby indemnifies the "Council" against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the "Principal Contract" and due to any act or omission of the "Contractor", his agents, servants or subcontractors.

4. PERFORMANCE SAFE WORKING PRACTICE

- 4.1 The "Council" requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "Contractor" within the "Council's" jurisdictional area or on its premises.
- 4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the "Contractor" in rendering services or indemnify the "Contractor" from any legal responsibility to ensure healthy and safe work circumstances.
- 4.3 The "Council" shall assist the "Contractor" in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

5. LOCK OUT PROCEDURE

APPOINTMENT OF TURNKEY PANEL OF IMPLEMENTING AGENTS FOR HOUSING PROJECTS FOR A PERIOD OF 36 MONTHS (3 YEARS)

- 5.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the "off" or "closed" position and locked.
- 5.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

6. CRANES, VEHICLES AND HOISTING

- 6.1 For each crane or hoisting equipment used, the "Contractor" must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the "Council".
- 6.2 Only trained personnel with written permission and where determined by Law, with a valid driver's license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self-driven forklift, tractor or any other crane or vehicle. No employee of the "Contractor" may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:
 - i) An agreement was concluded with the "Council".
 - ii) Approval has been obtained from the "Council" to perform the work.
 - iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.
- 6.3 The "Contractor" shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the "Contractor"

7. MACHINE VALANCES, PROTECTION AN FENDING

7.1 No machine valances, protection or fencing may be removed from machines, manholes, etc without the written permission of "Council" if applicable exemption procedures were not appropriated.

8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT

- 8.1 No equipment or appliance belonging to "Council" may be used without written permission from "Council".
- 8.2 Unless prior arranged, "Contractors" must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the "Contractor" with respect to loss, damage and theft.
- 8.3 In exceptional cases, where tools and equipment belonging to "Council" are used to finish the contract, the said equipment and tools are used on own risk and the "Contractor" indemnifies "Council" from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The "Contractor" is responsible for the returning of said tools and equipment in the same condition or better. The "Contractor" is responsible to "Council" for any damage or excessive wear of such tools or equipment and material.

9. EXCAVATIONS

- 9.1 Before any excavations commence, written permission must be obtained from "Council" to confirm the location of existing electrical cables, water pipes, etc.
- 9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.

APPOINTMENT OF TURNKEY PANEL OF IMPLEMENTING AGENTS FOR HOUSING PROJECTS FOR A PERIOD OF 36 MONTHS (3 YEARS)

- 9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.
- 9.4 If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and "Council" for approval.
- 9.5 Written permission must be obtained from "Council" to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

10. FIRST AID

- 10.1 The "Contractor" must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:
SA Red Cross Association;
St Johns Ambulance;
SA First Aid League; or
A person or organization approved by the Chief inspector for this purpose.
- 10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency "Council's" Ambulance / Fire Department or emergency services may be contacted at (013) 262 5542.

11. FLAMMABLE LIQUIDS

The "Contractor" shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The "Contractor's" employees must be informed of "Council's" fire prevention measures and evacuation procedures.

12. COMPENSATION BY CONTRACTOR

- 12.1 The "Contractor" shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the "Contractor" or the "Contractor's" employees.

13. TRANSGRESSION OF RULES AND MISBEHAVIOUR

- 13.1 The "Contractor" is warned that any act(s) leading to damage or loss of employees of the "Contractor" or the "Council" shall not be tolerated. The "Council" may (without any reason) demand that any employee of the "Contractor" be withdrawn from the principal "Contract" or site.

14. INCIDENT REPORTING

- 14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the "Contractor", to the Department of Labour, as well as to the "Council" and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday provided with a written report relating to any incident.
- 14.2 The "Council" will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the "Contractor" and/or his employees and/or his subcontractors.
- 14.3 The "Contractor" undertakes to report to "Council" anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

15. LIAISON AND SUPERVISION

15.1 The "Contractor" hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and "Council" representative regarding any hazards or incidents that may be identified or encountered during the performance of the "Principal Contract".

16. SERVICE INTERRUPTION

16.1 Should any work done by the "Contractor" cause a possible interruption, written permission must be obtained from "Council", before such work commences. The "Contractor" may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the "Council".

17. CONFIDENTIALITY

17.1 The "Contractor" and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.

17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the "Council".

17.3 The "Contractor" shall not put up any advertisements or billboard at the site without permission.

17.4 The "Contractor" shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the "Council", or have photographs taken, published or let it be published.

18. CONTRACT SITE AND PRESERVATION

18.1 Employees of the "Contractor" shall not be allowed entrance to the site unless a valid identity document, issued by "Council", is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

19. COMPLETION OF WORK

19.1 The "Contractor" or his employees shall not leave the contract site before the "Council" is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

20.1 The "Contractor" shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

21. SEARCHES

21.1 The "Contractor" and any person engaged in the contract work may at any time be searched by "Council" appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

22. GENERAL CONDITIONS

22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the "Contractor-"

22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site

including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;

- 22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of "Council" in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;
- 22.1.3 shall indemnify the "Council" against any or all liability which may be incurred by the "Council" as a result of the omission of the "Contractor", his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;
- 22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which "Council" may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the "Council" as a result of the contravention or non-compliance by the "Contractor", his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.
- 22.1.5 Should the "Contractor" neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the "Council" shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay "Council", upon demand, all costs and expenses incurred by "Council", in order to execute or have the said orders executed.
- 22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the "Council" will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

23. "CONTRACTOR" IDENTIFICATION BOARD

23.1 The "Contractor" shall provide on any work premises a temporary identification board containing at all worksites the following information:

- Company name on behalf of which division/department the work is being done
- The contact number and name of the person representing the "Contractor"
- The contact number and name of the person representing "Council"

24. ACKNOWLEDGEMENT

24.1 The "Contractor" hereby acknowledges that he has read and received a copy of the "Principal Contract" and agrees to be bound by and undertakes to observe all the terms and conditions of the "Principal Contract". This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

25. EXCEPTIONS AND OMISSIONS

26.

REMARKS

THE CONTRACTOR

SIGNED AT ON THIS DAY OF

WITNESSES:

.....
THE CONTRACTOR

- 1.
- 2.

THE COUNCIL

SIGNED AT ON THIS DAY OF

WITNESSES:

.....
THE COUNCIL

- 1.
- 2.



NEWCASTLE MUNICIPALITY

PART B

**TERMS OF REFERENCE FOR THE TURNKEY PANEL OF IMPEMENTING AGENTS FOR
HOUSING PROJECTS FOR A PERIOD OF 36 MONTHS (3 YEARS)**

TERMS OF REFERENCE FOR THE APPOINTMENT OF IMPLEMENTATION AGENTS TO UNDERTAKE TECHNICAL STUDIES AND CAPITAL PROJECT IMPLEMENTATION OF HOUSING RELATED PROJECTS WITHIN THE NEWCASTLE MUNICIPAL AREA OF JURISDICTION IN ACCORDANCE WITH RELEVANT CONTRACT/S

1. BACKGROUND

Newcastle Local Municipality seeks to enlist the services of experienced and competent Implementation Agents (IA) to undertake implementation of various housing related projects within the Newcastle Municipal area of jurisdiction.

The Municipality has been gazetted as a level II Housing accredited Municipality and annually receives the budget from National/ Provincial Department of Human Settlements for implementation of approved capital projects or technical evaluation of planned housing projects. In each instance the Municipality is obligated to ensure competitiveness by putting these projects on the open market. Due to the protracted nature of the supply chain management process associated with enlisting the services of the compatible IA's, it is ideal to have a pool of IA's with whom the Municipality will rotate the housing related works to be undertaken. This will set in motion a process of delivering the much needed housing needs more rapidly to the qualifying beneficiaries.

The proposed pool of IA's is part of the enhanced approach to facilitate agility in statutory planning process and give effect to the capital programme whilst inflation cost is still manageable. The municipality is in the process of completing its Housing Needs Register 'HNR' for the entire municipal area, therefore accede to the perspective that which affirms that the current data base may be slightly outdated.

2. PURPOSE OF THIS DOCUMENT (TOR)

The intent of this exercise is twofold:

- a) deals with projects which still require the planning phase, referred to as Stage One within the Housing hierarchy.
- b) deals with capital projects which may be shovel - ready thereby having passed all the statutory processes associated with Stage One application.

2.1 Planned Projects (Green or Brown Fields)

For the purposes of this document 'Planned projects' refers to either green (vacant land) or brown (existing settlement) fields projects. This is regarded as Stage One of the housing application; it requires that a suite of plans and the following statutory requirements be in place:

- a) Spatial Planning and Land Use Management Act (SPLUMA) approvals,
- b) Engineering Services Assessment, Design Report and Engineering Drawing
- c) Water Use Licence Approval (WULA),
- d) Environmental Authorisation,
- e) Market feasibility,
- f) Heritage Impact Assessment,
- g) Traffic Impact Assessment,
- h) Wetland delineation Study,

- i) Geotechnical Assessment.

2.2 Capital Projects with SPLUMA approvals

These are the projects that have surpassed Stage One by obtaining all the necessary approvals listed in 2.1 above. These projects are regarded as shovel-ready since stages Two to Four are undertaken after obtaining all the planning approvals associated with Stage One. These stage are as follows:

- a) Stage Two (construction of Infrastructure services);
- b) Stage Three (construction of the housing units) and
- c) Stage Four (Opening of a township register).

Depending on the type of the project, and whether it is located in a rural or urban area, Stage Two may or not apply to the specific project. In each of these instances, determination with relevant stakeholders would be made earlier on which project type suite the geo/spatial circumstances of that area.

3. STUDY AREA

The Integrated Urban Development Framework is government's policy tool that guides future growth and management of urban areas. It is concerned with spatial transformation; thus it presents the national sentiments on how various areas are classified in terms of their economic performance, demographic structure and social trends.

Newcastle has been listed as a Secondary City which is characterised mainly by strong urban resilience and an inspiring informal sector that can be nurtured into fully grown enterprises. Furthermore, the Newcastle Municipality has adopted the Vision 2035 Growth and development Strategy that seeks to secure and further pioneer Newcastle as an economic hub for the Northern KwaZulu Natal region.

PROPOSED APPROACH

The Implementation Agents will be responsible for the undertaking of various planning studies, engineering designs, building plans approval and implement based on the applicable contract management principles for all identified housing related projects. As stated above that the Municipality is to evaluate the type of approach which will apply in each instance, whether it is construction of services and/or housing top structure or it's a process which require a suite of plans and design prior to implementation. Therefore, the following is aimed at providing the guide about the process which will be all encompassing and aims to include the following:

Stages	SUMMARY OF APPROACH
Project Approach	<p>Inception of the project</p> <p>Interpret the Terms of Reference to avoid misrepresentation of the project objectives; Screen the readily available data with an intention to efficiently improve the project approach where necessary</p>

Stages	SUMMARY OF APPROACH
STAGE ONE:	CONSULTATION OF PARTIES AFFECTED BY PROPOSED DEVELOPMENT WHERE NECESSARY Consultation of sector/state and municipal departments prior to investigations or feasibility studies being undertaken
A	UNDERTAKE SPECIALIST INVESTIGATIONS AND OBTAIN NECESSARY APPROVALS INCLUDING BUT NOT LIMITED TO THE FOLLOWING: <ul style="list-style-type: none"> • Geotechnical Investigation; • Land Legal Study and cadastral surveys; • Socio-Economic survey; • Market viability studies; • Heritage Impact Studies; • Valuation of properties affected and on the new designated stands and servitudes • Engineering Services (Report)-Civil and Electrical • Traffic Impact Assessment • Final concept plan, draft Layout Plan for the Housing development, Reservation of Erf Numbers and Draft SPLUMA Report
B	ENVIRONMENTAL IMPACT ASSESSMENT <ul style="list-style-type: none"> • Final Layout Plan (though unapproved in terms of SPLUMA) • Draft designs for the infrastructure required to make the town centre function optimally • Environmental Screening through consultation with EDTEA • Environmental scoping • Specialist Investigations i.e., Wetland Delineation or Floodlines Study, (as determined by the EDTEA) and Impact Assessment • Draft EIA • Public Participation and commentary period • Final EIA Report and Record of Decision (RoD)
C	PRE-APPLICATION PROCESS AND TOWNSHIP ESTABLISHMENT THROUGH SPLUMA <ul style="list-style-type: none"> • Consultation with the Municipal Planning Registrar • Finalisation of the Layout Plan and Planning Report • Lodging application to Municipality with MPR/Official • Municipal Planning Registrar Reviews application for completeness within 60 days • Public Notice for 30 days • MPR submits Comments to Applicant • Applicant to respond within 60 days • Municipal Planning Tribunal Decision within 30 days • Communication of Decision (Approval) and Conditions of Establishment by Municipal Planning Registrar within 21 days
D	LAND SURVEYING <ul style="list-style-type: none"> • Site surveying • Aerial surveys; • Submission of Plan to the Surveyor General's Office • Approved General Plan
STAGE TWO:	PACKAGING OF STAGE TWO HOUSING APPLICATION: ENGINEERING SERVICES (GCC OR APPLICABLE LEGISLATION) <ul style="list-style-type: none"> • Preliminary Drawings • Produce services report

Stages	SUMMARY OF APPROACH
	<ul style="list-style-type: none"> • Engineering design report • Detailed designs

STAGE THREE:	<p>CONSTRUCTION OF HOUSING UNITS (TOP STRUCTURE)</p> <ul style="list-style-type: none"> • Priced BoQ • Project Implementation programme (as per GCC requirements, etc) • Cashflow projections • Submission of model building plans • Approval • Building of a show house • Construction of the top structures
---------------------	---

STAGE FOUR:	<p>OPENING OF THE TOWNSHIP REGISTER</p> <ul style="list-style-type: none"> • Preparation of conveyancing documents for submission to the Deeds Office • Section 53 Certificate: Proclamation of the Township • Power of Attorneys, etc • Signed affidavit document by beneficiaries.
--------------------	---

- Note:**
- a) Given the nature of skill sets required for this project, a multi-disciplinary team approach is preferred.
 - b) The multi-disciplinary team must be led by the Project Manager who will coordinate and synthesise the information from each role player.

5. KEY EXPERTISE AND/OR EXPERIENCE REQUIRED

It is a minimum requirement that the procured team should be composed of the following expertise:

- a) Project Manager
- b) Town Planning /Urban Design;
- c) Development Facilitator;
- d) Environmental Assessment Practitioner;
- e) Economist;
- f) Engineers (Civil, Mechanical and Electrical, Geotechnical, Traffic and Transportation)
- g) GIS Specialist/ CAD Designer
- h) Land Surveyor
- i) Conveyancer

Note: The key professional team must be registered within their relevant professional and statutory bodies.

The successful team is to ensure that they fully engage the stakeholders to ensure that all pertinent information is timeously availed. It is the duty of the Implementation Agents to escalate any lack of co-operation to the Municipality so that bottle necks are timeously unblocked. The Implementation Agents will be required to present her/his work in a way that it covers the points raised in the scope of works below. In addition to the broadly defined scope of works contained hereunder, the outputs of the proposed work should generally be delivered with professional integrity and served without any material error.

6.SCOPE OF WORKS/ DELIVERABLES

To undertake all necessary planning in preparation to construct engineering services, housing structures, social amenities and all approved facilities attributable to a sustainable human settlement.

STAGE	MILESTONE/ DELIVERABLES	CONTENT
1	Inception Report	<p>a) Confirmation of the Implementation Agents (PSP) multidisciplinary teams.</p> <p>b) Interpretation of the Terms of Reference.</p> <p>c) PSP strategic Approach and methodology for the programme</p> <p>d) Workplan with Cashflows, Milestones, Key tasks, Timelines.</p> <p>e) Programme Management Structure.</p> <p>f) Stakeholder engagement plan and approach (identification and segmentation, including: Strategic approach and multidimensional engagement.</p> <p>g) Contract Management (Muni/NDP).</p> <p>Note: The Implementation Agents will be required to confirm the following actions within the inception report:</p> <ul style="list-style-type: none"> • Preparation of action minutes of all meetings • Develop the schedule of meetings and disseminate to his/her team the meeting invitation and the Municipality; • Develop ToR for Project Steering Committee • The Municipality will be responsible to assemble the Project Steering Committee and invite all stakeholders in government or private sector where required.
1	Situational Analysis: Land legal – Planning and Survey Matters: Business Plan for Stage One (Planning Phase) including Submission of SPLUMA Application	<p>Land Legal- Survey: Phase B: Cadastral & Land Tenure Survey</p> <p>a) This survey must determine and define the type of land ownership</p> <p>b) (tenure system) and boundaries.</p> <p>c) The appointed team shall carry out the necessary work in ensuring that the land in the project area is ready for development through a phase-in approach towards taking-off.</p> <p>d) The activities shall include the packaging of a planning application and obtaining the approvals thereof, as may be required to unlock development potential of certain land parcels.</p> <p>e) The Land Surveyor shall provide expert advice on land legal complexities on properties on the project area.</p> <p>SPLUMA Preparation Phase A</p> <p>a) Prepare and submit a comprehensive land development application to the municipality in terms of the Newcastle Local Municipality's Spatial Planning and Land Use Management Bylaw.</p> <p>b) In line with the requirements of the bylaws an application for land use and/or land development must include an application form obtainable from the municipality, supporting documents and plans as well as a thorough town planning motivation for the proposal.</p>

		<p>c) During this phase the Implementation Agents is expected to gather information relating to the proposal including conducting specialist studies as may be required by the municipality e.g. environmental authorisations, traffic impact assessment, socio economic study, retail study, engineering services reports investigating and detailing the capacity required by the development etc.</p> <p>d) Once all critical information has been collated, the draft application must be circulated to relevant municipal departments, other relevant state departments as may be determined by the municipality for comments.</p> <p>e) Once comments have been received, the draft application together with supporting documents must then be submitted to the municipality for scrutiny. This period is not legislated, however due to the nature of the proposal the validity period for comments and supporting documents must not exceed six months from the date of receipt.</p> <p>SPLUMA Submission Phase B</p> <p>a) Upon confirmation by the municipality that the submitted application is complete in terms of the technical requirements and supporting documentation, the application must be advertised for public comment in 2 official languages for a period not less than 30 days including weekends and excluding public holidays.</p> <p>b) Upon the closing date of the public participation period the municipality has 60 days to consider the application. During this phase and from the responses received during the public participation period the municipality might decide to hold a public hearing.</p> <p>c) If the municipality holds the hearing, the Implementation Agents together with specialists who participated on the application will be required to avail themselves. Also, should there be an appeal against the proposal the same is required from the Implementation Agents.</p> <p>Note:</p> <ul style="list-style-type: none"> • All cadastral work, including the planning and creation of new land parcels or consolidation of existing land parcels, must be performed by a registered Professional Land Surveyor registered with the South African Geomatics Council. • All work shall be submitted to the Land Survey Unit of the Municipality, in electronic and hard copy formats.
2	Construction of Engineering Services: Business Plan for Stage Two (Laying of all necessary	<p>Land Legal- Survey: Phase A: Engineering Survey</p> <p>a) This is a survey undertaken for the purpose of obtaining information essential to the planning of an engineering project. This includes topographical survey and construction of control points.</p>

APPOINTMENT OF TURNKEY PANEL OF IMPLEMENTING AGENTS FOR HOUSING PROJECTS FOR A PERIOD OF 36 MONTHS (3 YEARS)

	engineering services)	<p>b) All services such as water, roads, storm water, sewer, electricity, telecommunications infrastructure must be detailed in the survey. This must be clearly shown on the plan.</p> <p>c) The survey must cover the full extent of the project area.</p>
3	Housing Development: Business Plan for Stage 3 (BoQ, Building plan, Beneficiary list and Construction of top structures)	<p>a) All building and construction work should be governed by the National Building Regulations and Building Standards Act 103 of 1977 as amended.</p> <p>b) Design and construction requirements for structural strength and stability "All housing units and structural elements or components thereof should be designed and constructed to provide strength and stability, for the lifetime of the structure, in accordance with the current standards of good practice"</p> <p>c) Factors to be considered for a proper building or structure "Fire requirements, structural strength and stability, safety or protection against harmful substances, sanitation, Health, weather tightness and provision for natural light and ventilation"</p> <p>d) Quality production requires "Delivery time, Construction plan, Conformance with requirements, proper site inspections, material used in projects, payment (on time) to contractors and high maintenance"</p> <p>e) Upon completions of structural elements or components, appointed structural engineer shall issue a certificate stating that all the work carried out is in accordance with the engineer's drawings and designs and in compliance with the NBR & BS and relevant SANS specifications.</p>
4.	Township Register	<p>Opening of the Township Register</p> <p>a) Compliance with pre-proclamation conditions (Conditions of Establishment)</p> <p>b) Opening of township register and transferring of Erven in line with Newcastle Municipal Planning Tribunal's conditions of approval. These may include approved GP, signed services agreement etc</p>
	Close out	

Note:

- a) Newcastle Municipality will provide the Implementation Agents with available information including the current scheme map and document in hard or soft copy.
- b) The application submitted for municipal approval will be compiled and signed off by a Town Planner registered with the South African Council for Planners as a Professional Planner.
- c) The Municipality's role is to process the application and refer it to the relevant Municipal Planning Authority for considerations,
- d) The Implementation Agents will undertake the payments to the newspapers for the SPLUMA adverts.

APPOINTMENT OF TURNKEY PANEL OF IMPLEMENTING AGENTS FOR HOUSING PROJECTS FOR A PERIOD OF 36 MONTHS (3 YEARS)

- e) The Implementation Agents will be available to present the item to the Municipal Planning Authority.
- f) The municipality endeavours to complete all approved housing projects, with necessary budget allocation, within a period of 36 months from approval.
- g) Submissions shall be in the form of both hard and electronic versions of the Project Area. All spatial information collected shall be submitted in GIS file format (preferably shape-files) for use in a GIS environment. The shape-files must have clear attribute information which differentiates each Strategy construct and its purpose. Metadata indicating, amongst others, source, date and accuracy of data, shall be provided.

7. DUTIES OF THE APPOINTED IMPLEMENTATION AGENTS

The Implementation Agents would be responsible for, inter alia, the following functions:

- a) The preparation of survey, land legal and associated planning work and specialist studies;
- b) Outline the methodology and prepare a programme for the entire project and Communication Plan;
- c) 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;
- d) Establish procedures for communicating with all parties, for project reporting and financial control;
- e) Monitor, control and coordinate the activities and inputs of Implementation Agents as well as other affected parties to ensure relevance, validity and synchronization of all activities;
- f) Undertake all administrative activities associated with the project including convening meetings and taking minutes;
- g) Provide the Newcastle Municipality with regular progress reports as and when required;
- h) Prepare a report synthesizing the findings of the tasks;
- i) The project should be completed within six months from the date of the appointment;

It is anticipated that the duration of this panel of a professional team will be **36 months, 3 years**. However, once allocated with work, the contract validity period will be determined in liaison with key stakeholders. Implementation Agents will be required to submit a Work Plan/ Project Implementation Plan as part of inception which will be periodically reviewed following commencement. The Work Plan must include roles and responsibilities, outputs and milestones as well as clear timeframes.

It is also important to note that those activities / tasks, which can run parallel, must be done simultaneously, in order for the project to be completed in the shortest possible time.

7.1 REQUIREMENTS FOR SUBMISSION

The complete documents should include the following:

- a) Background and expertise of the firm;
- b) Capacity to undertake work within stipulated time-frames;
- c) Contact details for key personnel;
- d) Relevant experience;

- e) VAT and disbursements as separate figures;
- f) A Valid tax clearance certificate.
- g) Knowledge of the area and community;
- h) Employment Equity.

7.2 Format of deliverables for work done

- a) Hard and soft copies in both PDF and editable version as well of reports on the paper size determined by the Municipality;
- b) Geo referenced CAD data / GIS file;
- c) Council has the copyright over any content/ material produced and paid for in full;

ALL ENQUIRES IN CONNECTION WITH THIS INVITATION FOR PROPOSALS SHOULD BE DIRECTED TO:

Xoliswa Madela
Newcastle Municipality
Tel: 034 328 7881
Xoliswa.madela@newcastle.gov.za

N.P Khathide
SED: Development Planning and Human Settlements
Newcastle Municipality
Tel: 034 328 7951
Ntsiki.Khathide@newcastle.gov.za

All professionals must be registered with relevant registration bodies and CV's must be enclosed to reflect the professional status as well as their registration number. Failure to meet this requirement will result in disqualification.

B: BID RATING

For Bidders to be considered for the next phase of evaluation, a minimum of 60 Points under functionality must be achieved thereafter the SCM will refer the bids for further evaluation as per its supply chain management process. It should be noted that the Municipality is not obliged to appoint the Bidder obtaining the highest points in terms hereof.

C: COSTS

It must be noted that the sole intent for this BID is to create a pool of readiness available Implementing Agents to handle all housing related projects on behalf of the Municipality. Therefore price is not the determinant of which company makes it to the panel.

D: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICE

Bidders must complete the form MBD 8 which follows form MBD 6.11.

E: TENDERING PROCEDURES

The bid will be evaluated based on the criteria stated above and thereafter preferential point system shall apply. Detailed technical proposals with financial proposals must be forwarded to the Newcastle Municipality: Rates Hall and be deposited in the tender box provided at the Main building: Civic centre, 37 Murchison Street, Newcastle clearly endorsed "Bid number:-Terms of Reference for the **'PANEL OF IMPLEMENTING AGENTS FOR HOUSING RELATED PROJECTS'** by no later than 12H00 on Friday, 00 July 2022 where bids will be opened in public.

The Newcastle Municipality does not bind itself to accept the lowest or any bid. Council reserves the right to accept a bid as a whole or a portion thereof. Prospective Implementation Agents are required to submit proposals with quotations in hard copies. No e -mailed or faxed proposals shall be accepted.

F: FORMAL PRESENTATIONS

Please note that the presentations may be requested by the Newcastle Municipality at their discretion.

ELIGIBILITY CRITERIA

Bid offers will only be accepted if:

31. A valid Tax Compliance Status Pin and CSD Master Registration Number for verification;
32. The **Form of Offer** and **MBD 1 Form** is completed and signed;
33. Tenderer has met the Local Production and Content and Mandatory requirements;
34. The bid must adhere to Pricing Instructions where the pricing schedule should be completed correctly and signed;
35. The bidder 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 person prohibited from doing business with the public sector;
36. The bidder has not:
 - a. abused the Employer's Supply Chain Management System; or
 - b. failed to perform on any previous contract and has been given a written notice to this effect;
37. The bidder has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
38. The bidder is registered on the **Central Supplier Database**;
39. The bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached;
40. A Joint-Venture Agreement or Consortium, where applicable, is submitted with bid;
41. Prospective bidder comply with the requirements of the bid and technical specifications;
42. All returnable schedules are to be completed and all relevant certificates attached where indicated.
43. Copyrights in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised during the course of the consultancy service should vested with the Council – Newcastle Municipality.

SCHEDULE OF SIMILAR WORK EXPERIENCE OF THE BIDDER

Employer (Name, Tel, Fax, Email)		Contact person (Name, Tel, Fax, Email)		Nature of Work	Value of Work (Incl. Vat)	Date Completed
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if mores space is required.

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

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

DECLARATION BY BIDDER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect domicillium citandi et executandi (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

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

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	
Witness 1		Witness 2	