



ETHEKWINI MUNICIPALITY

ECONOMIC DEVELOPMENT AND PLANNING CLUSTER

QUOTATION CONTRACT

PQ: 7N-297

TERMS OF REFERENCE: SUPPLY AND INSTALL HOT DIP GALVANISED STEEL POULTRY CAGES

NOTE: SEALED PROPOSALS (INCLUDING ALL REQUIRED DOCUMENTATION) ARE TO BE HAND DELIVERED AND DEPOSITED INTO THE TENDER BOX Corporate Procurement, Materials Management Building (MMB), Ground Floor, 133 Archie Gumede Place, Durban (and not any other municipal department) BEFORE 11H00 ON THE 5TH DECEMBER 2018. ALL ENVELOPES MUST BE CLEARLY MARKED: SUPPLY AND INSTALL HOT DIP GALVANISED STEEL POULTRY CAGES

(CONTRACT NO- 7N- 297)

NO LATE SUBMISSIONS WILL BE ACCEPTED.

OFFICIAL TENDER DOCUMENTATION TO BE PICKED FROM Economic Development and Investment Promotion Unit, 11 Floor Rennies House, 41 Victoria Embankment or Download from

**CONTACT NUMBER: 031 311 4227
CONTACT PERSON: GUGU RADEBE**

DOCUMENTS PERTAINING TO THIS TENDER

A) This Tender Document

- 1) Quotation FormPage 3
- 2) Annexure A: Schedule of Previous WorkPage 5
- 3) Annexure B: Declaration of Municipal feesPage 6
- 5) Annexure C : Declaration of InterestPage 7
- 6) Annexure D : Supplier Database Accreditation Application formsPage 8

- 7) Conditions of Quotation and ContractPage 11
- 8) Project Scope and Deliverables..... Page 16
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NB Documents marked with a are to be completed by the tenderer.

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

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

QUOTATION FORM

SUPPLY AND INSTALL HOT DIP GALVANISED STEEL POULTRY CAGES

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

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

I / We agree to complete the whole of the work in every respect to the satisfaction of the ACTING DCM: Economic Development and Planning within FIVE months from date of appointment.

Validity Period of Quotation 4 Weeks from Closing Date

Signature : Date:

Full Name (Block Letters) :
.....

Designation :

Name of Firm (Block Letters) :

Address :

:

Telephone Number : Fax :

Cell Number :

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

ANNEXURE A - SCHEDULE OF PREVIOUS WORK

(Satisfactorily carried out by the Tendering Firm as described in the Quotation Form)

Tenderers shall insert in the spaces provided below and submit with the following statement listing work of a similar nature to that required in this contract, which they have successfully carried out. Failure to complete this statement may prejudice the award of the tender.

For Whom Done and Contact Name	Nature of Work	Value of Work	Year Completed

Name of Firm :
(Block Capitals)

Tenderer Name : Signature:
(Block Capitals)

Date :

ANNEXURE B - DECLARATION OF MUNICIPAL FEES

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

<u>Account</u>	<u>Account Number</u>
Electricity	* _____
Water	* _____
Rates	* _____
JSB Levies	* _____
* _____	* _____

* : to be completed by Tenderer.

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

NAME:(Block Capitals)

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

ANNEXURE C – DECLARATION OF INTEREST

1. Any legal person, including persons employed by the principal, or person having a kinship with persons employed by the principal, including blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons employed by the principal, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where -

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

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

2.1 Are you or any person connected with the bidder, employed by the principal?(Yes / No)

2.1.1 If so, state particulars
.....
.....

2.2 Do you, or any person connected with the bidder, have any relationship(Yes / No) (family, friend, other) with a person employed by the principal and who may be involved with the evaluation and or adjudication of this bid?

2.2.1 If so, state particulars
.....
.....

2.3 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the principal who may be involved with the evaluation and or adjudication of this bid?

2.3.1 If so, state particulars
.....
.....

I, THE UNDERSIGNED(NAME)
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS CORRECT. I ACCEPT THAT THE PRINCIPAL MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

ANNEXURE D - SUPPLIER DATABASE ACCREDITATION APPLICATION FORMS

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 company has a sole proprietor or comprises of a partnership. Attach separate page if there are 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 service of the state

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

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

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

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

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 authorized to do so on behalf of the enterprise:

- i) Authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly 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 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
- iv) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

NAME:(Block Capitals)

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

CONDITIONS OF QUOTATION AND CONTRACT

CoQ.1 QUOTATIONS

Quotations are required for the whole of the work embraced by the documents. Quotations must hold good for a period of 4 weeks from the date of tender closing. Withdrawal during this period may only be authorized by the Deputy City Manager: Economic Development and Planning.

The Tenderers attention is drawn to the 'Code of Conduct - Applicable to the Procurement of Goods, Services, Engineering and Construction Works' and the 'Participation and Conditions Pertaining to Targeted Procurement' included in the quotation documentation.

CoQ.2 ELIGIBILITY

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

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

CoQ.3 TENDERERS' CONDITIONS OF CONTRACT

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

CoQ.4 QUOTATION FORMS

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

CoQ.5 COMPLETION OF QUOTATION

The Tenderer is to complete and sign the Quotation Form. Pencil or erasable ink is not to be used. No erasure, or any scratching out, relating to the completion of the Quotation Form shall be made. Any corrections or alterations shall be made by ruling out incorrect words or figures and inserting the correct words or figures above, with the Tenderers initials affixed thereto. Failure to comply with these conditions will invalidate the Quotation.

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

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

CoQ.6 VALIDITY OF DECLARATION AFFIDAVITS FOR TARGETED ENTERPRISES

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

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

In addition the Tenderer will be liable to prosecution and disqualification from future eThekweni Municipality tenders.

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

CoQ.7 DISCREPANCY IN DOCUMENTS

In the case of any accidental discrepancy or doubt as to the meaning or intention of any part of the document(s) connected with this Quotation, reference must always be made to Urban Renewal Unit for explanation and the Contractor will be held responsible for any errors that may arise from neglect of this precaution.

CoQ.8 ABILITY TO PERFORM

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

CoQ.9 VALUE ADDED TAX (VAT)

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

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

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

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

CoQ.10 COMMENCEMENT OF WORK AND TIME FOR COMPLETION

It is anticipated that delivery on the project be received within minimum stipulated timeframe. This must be presented to the Office of the Deputy City Manager: Economic Development and Planning and a final report should be submitted once comments are obtained.

Once the appointment has been made, the consultant has five (5) working days to hand in the inception report detailing the following:

- Implementation schedule with milestones

Deadlines must be met; failure to do so will result in penalties and ultimately in the termination of the contract.

CoQ.11 QUALITY OF MATERIALS AND WORKMANSHIP

The materials and workmanship shall be to the standard required by this Department and executed to the satisfaction of DCM'S office. The DCM's office reserves the right to request a bench mark sample for approval against which quality of the final product will be assessed. The Contractor will be liable for the cost of such samples.

CoQ.12 COMPETENT EMPLOYEES

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

CoQ.13 CONTRACTOR'S REPRESENTATIVE

At all times during the execution of the work a competent and responsible employee of the Contractor shall be the point of contact for the Employer, and any instructions given to such employee by the Employer's Representative shall be deemed to have been given to the Contractor. The Contractor's representative must have a cellular phone on which he/she can be contacted at all reasonable hours.

CoQ.14 MATERIALS, EQUIPMENT AND LABOUR

The Contractor shall supply all materials, equipment and labor, etc, necessary for the due completion of the work.

CoQ.15 SUBCONTRACTING OF CONTRACT

The following will apply:-

- (1) The Contractor shall not subcontract the whole of the Contract.
- (2) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Employer, which consent shall not be unreasonably withheld.
- (3) The Employer's consent in respect of a particular Subcontractor may be withdrawn at any time on reasonable grounds being given in writing to the Contractor by the Employer, in which event the Contractor shall forthwith terminate the employment of that Subcontractor.
- (4) Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he/she shall be liable for acts, defaults and neglects of any Subcontractor, his agents or employees as fully as if they were the acts,

defaults or neglects of the Contractor, his agents or employees.

CoQ.16 PAYMENT

Economic Development and Planning Cluster, Office of the DCM has the sole discretion to determine whether or not an interim payment should be made.

On completion of the work to the entire satisfaction of Office of the DCM and on receipt of an invoice from the Contractor, addressed to the Acting DCM: Economic Development and Planning Cluster, the full contract amount, or balance owing in the case of an interim payment, will be paid.

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

CoQ.17 LIQUIDATED DAMAGES FOR DELAYS

Time is of the essence in this contract. If the Contractor fails to proceed with and complete the works in the period stated on the Quotation Form Liquidated damages to the value of R 1000.00 per day will be charged for each and every day that the work is incomplete after its due date of completion.

The imposition of such penalty shall not relieve the Contractor from his obligation to complete the works or from any other obligations and liabilities under the contract.

CoQ.18 TERMINATION OF CONTRACT

If, in the opinion of the Acting DCM: Economic Development and Planning, the Contractor:-

1. is not executing the contract in accordance with the true intent and meaning thereof;
2. is refusing or delaying to execute the contract; or
3. is not carrying out the contract at such rate of progress as to ensure completion within the period specified;

or in the event of any other failure or default by the Contractor, the Acting DCM may

give notice in writing to the Contractor to make good the failure or default. Should the Contractor fail to comply with the notice within the period specified therein, then and in such case Urban Renewal Unit shall, without prejudice to any of the eThekweni Municipality's rights under the Contract, be at liberty forthwith to perform such service as the Contractor may have neglected to do, or to take the contract, wholly or in part, out of the Contractor's hands and order from, or contract with, any other person. The Contractor shall be responsible for any loss the Municipality may sustain by reason of the action taken in terms of this clause.

8. BACKGROUND AND CONTEXT.

eThekweni Municipality has identified the Greater Pinetown South Local Area as an area in need of strategic intervention due to their prevailing status as R293 townships. The Pinetown South Area forms an integral part of the Metropolitan area and is well situated in relation to major industrial and employment centres; however they are subject to an acute process of urban decay. Despite this, evidence exists that these townships have the potential to become vibrant areas, by providing an improved quality of live through targeted intervention.

The municipality has received numerous requests from traders in Nagina and surrounding places that a provision and infrastructure for selling poultry is put in place. This request comes after complains about illegal trading of poultry along the main roads and sidewalks. This illegal selling of poultry in undesignated areas contributes to traffic congestion and leaves an unpleasant odour which leads to health and safety concerns.

In keeping up with health and safety standards a formalised space has been identified that is suitable for poultry trading in Nagina and surrounding areas.

The intention is secure a service provider to supply and install Fifteen(15)) hot dip galvanized steel poultry cages in Nagina, Pinetown South.

8.1.2 Study Area

The study area Nagina town centre is located in the Pinetown South, inner-west area of Durban Metropolitan Region. Nagina is surrounded by rural and semi-rural settlements.

8.2. PURPOSE OF THE TENDER

The intention is to provide integrated business support services to existing and potential traders in Pinetown South enabling them to undertake income-generated activities resulting in job creation and economic growth.

The objective of this tender is to manage and create a safe space for the selling of poultry in Nagina and surrounding areas. Formalise street trading businesses and create a space for them in the economy. The provision of this facility will eliminate complaints, keep the area clean and provide job opportunities in Nagina and surrounding areas.

- Promote a safe and healthy environment for informal traders.
- Facilitate the provision of infrastructure to informal traders
- Increase the number of buyers and suppliers on the market.
- Promote equitable access and participation in the markets.

8.3 SCOPE OF WORKS

To procure the services of a suitable service provider to supply and install Fifteen(15) number of hot dip galvanized steel poultry cages for delivery to Nagina, Pinetown South.

NB: Figure A: below demonstrates the configuration for the required steel poultry cage.



Figure A: View of available existing modular poultry cages such new design is to suit existing in terms of size and materials used. A **compulsory** site inspection is scheduled for the **28 November 2018** for all respondents to measure the cages and produce a drawing for client's ratification prior to fabrication. Respondents are required to bring own tape measure for measuring.

NB: SUNDRY GALVANISED STEELWORK TO COMPLY TO THE FOLLOWING MINIMUM SPECIFICATIONS:

1. Nine (9) number of individual gates 400 x 400mm high with a pair of suitable hinges welded to frame and lockable padlock with keep in frame. Frame for door to suit measured height on site.
2. Expanded metal sheeting/ screens / barrier welded to 50 x 50 x 5mm angle iron section framing in panels and bolted or welded to main frame at suitable centers. Size (TBC onsite inspection).
3. Metal sheeting/ screens / barrier to be fitted to all opening sections only unless otherwise described.
4. All doors shall be fitted with standard padlock fittings as recommended by the manufacturer. (provide individual padlock for each door)
5. All metal work shall be galvanized, framed and welded with expanded security metal sheeting/ screens / barrier above and below configuration.
6. The poultry cage is to rest in suitable 25x25x3mm square tubing center to center to balance weight of structure. (height to be confirmed on site)

8.3. OUTPUT AND DELIVERABLES

Implementation Plan (within one week of appointment)

This should contain details on the overall approach, resources for successful execution of the project and the lead time for each stage to delivery.

Detailed Design Drawing Formulate a detailed design in response to the project brief, the specification and the compulsory site inspection according to the relevant scope of works to **match existing** for the client's approval.

- A3 Fully annotated cage drawing detail at 1:50 scale

Fabricate; Supply & Delivery: Fifteen (15) number Poultry Cages:

8.4.1 Product Format Requirements

EThekwini would require the products in the following format:

- 1x A3 page Fully annotated cage drawing detail at 1:50 scale
- 1XA4 page Implementation plan
- Fifteen (15) number Poultry Cages

8.5 ANTICIPATED TIME FRAMES

The proposed time frame for the project is three (3) months.

8.6. REQUIREMENTS

Please ensure all items listed below are clearly marked in the proposal document for ease of reference.

In terms of the above contract, service providers with the following specific skills highlighted below should submit proposals:

- 2 year experience in steel fabrication design and engineering
- Proven experience in design, manufacturing and assembly of goods or products.

Specific Skills:

- Ability to:
 - Read drawings.
 - Communicate well.
 - Basic draughting ability
- Basic project team or artisan competencies with welding or steel manufacturing.

8.7. PROPOSAL CORPORATE PROFILE / COMPLIANCE

You are hereby invited to indicate your willingness to participate in this project by submitting a priced proposal in support of your appointment within the proposed project implementation timelines. **Clearly specify your approach / methodology for undertaking the specified scope of work on an A4 page for perusal. In addition to the competency requirements above, the service provider may also include the corporate profile of the company.**

9. THE ADJUDICATION PROCESS

The adjudication of proposals will be in terms of the example below:

CRITERIA	Max Score
STAGE 1	
• ADHERENCE TO BRIEF/UNDERSTANDING OF TOR	10
<p>Does the proposal clearly demonstrate good understanding of the brief? All key deliverables are distinctly identified and adequately addressed.</p> <ul style="list-style-type: none"> ○ Nil – No submission ○ Poor (score 40%; 4 points) – The proposal shows limited understanding of the brief and key deliverables, ○ Satisfactory (score 70%; 7 points) – The brief is well understood, clearly articulated, and key components are adequately addressed. The proposal reflects necessary concepts but has insufficient detail for it to be distinctive ○ Good (score 90%; 9 points and above) – The proposal clearly demonstrates an understanding of the project's vision and the brief. The key components are adequately addressed and are uniquely aligned to and identifiable with the project. 	
• APPROACH AND METHODOLOGY	30
<p>Is the methodology statement, detailed on an <u>A4 page</u> to adequately address all elements of the project and the technical approach stating how each component will be executed?</p> <ul style="list-style-type: none"> ○ Nil – No submission ○ Poor (score 40%; 12 Points) – The approach and the methodology are poor/ unlikely to satisfy the project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of it. The methodology is unacceptable ○ Satisfactory (score 70%; 21 Points) – The approach is adequate and tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project. The project plan and manner in which risk is managed is specific. ○ Good (score 90%; 28 Points, and above)–The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to manage risk etc. Is specifically tailored to the critical characteristics of the project. The methodology is comprehensive and the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge 	
• EXPERTISE AND EXPERIENCE	30

<p>Do the service provider have relevant and sufficient Experience and expertise in projects of similar nature and scale? Does the service provider have capacity and experience to raise specified sponsorship?</p> <ul style="list-style-type: none"> o Nil – No submission o Poor (score 40%; 12 Points) – The team has limited relevant experience in projects of similar nature and/or has not under taken a project of this magnitude. The proposed team is weak in important areas- collaboratively has less than 3 year experience. o Satisfactory (score 70%; 21 Points) – The tenderer has relevant experience in projects of similar nature but has not directly undertaken a project of this magnitude. o Key personnel allocated to the project have reasonable relevant experience. o Good (score 90%; 27 Points) – The tenderer has extensive experience in projects of similar nature and has directly undertaken similar projects. The key personnel allocated have extensive relevant. 	
COMPETENCY IN DESIGN	30
<p>Provide photographic examples of previous design work of similar nature. Do they demonstrate adequate competency?</p> <ul style="list-style-type: none"> o Nil – No submission o Poor (score 40%; 12 points) – The operational plan is sketchy, there is no clarity in terms of resources aligned to the project. Key project areas lack qualified members and members' roles do not match with the operational plan. o Satisfactory (score 70%; 21 points) – Operational plan is complete & reasonably detailed. Resources appear adequate. o Good (score 90%; points 27) – besides meeting 'satisfactory' rates and resources have been clearly defined and make provision for all key risk areas 	
TOTAL	100
<p>THE MINIMUM THRESHOLD OF THIS FUNCTIONALITY IS 70 OUT OF 100 POINTS. ANY BID WHICH FAILS TO MEET THIS MINIMUM THRESHOLD WILL BE DISQUALIFIED. ONLY BIDS SCORING 70 AND ABOVE WILL PROCEED TO STAGE 2.</p>	

Stage 2: Budget and Empowerment

CRITERION	MAX
Budget	80
Broad – Based Black Economic Empowerment	20
Total	100

Broad Based Black Economic Empowerment Points will be awarded to bidders in accordance with the table below:

B-BBEE Status Level of Contributor	90/10 Point System	80/20 Point System
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

10. FORMAT Requirements for Proposals

- MS Word to be font size 11, Arial and a line spacing of 1.0
- Final report to be submitted in both hard-copy and electronic format
- Implementation proposal and Report to be produced in A4 size

All information and reports produced as part of this work will remain the intellectual property of the eThekweni Municipality and no duplication; interpretation; re-use or copying of any kind, by the consultants or any other persons, is permitted without the consent of the Municipality.

11. COPYRIGHT on Documents

Intellectual Property

The data and intellectual property rights arising out of this process accrues to the eThekweni Municipality and cannot be used without prior permission from the Council. This includes all information related to the project.

12. PROJECT Budget and Disbursement

The consultant is to prepare a **detailed budget breakdown** for the full scope of deliverables including all disbursements and VAT. Cost competitiveness and Empowerment will be scored in the final stage of adjudication. The total contract price is not expected to exceed **R 200 00.00** including VAT and disbursements. Proposals must include a detailed budget breakdown for the full scope of deliverables including all disbursements and VAT. Cost competitiveness will

be evaluated.

13. SPECIFICATION and Procurement Priorities

The following requirements must be adhered to as part of the procurement process:

- **Adherence to the brief:** The A4 page proposal submitted should acknowledge and indicate that the brief is clearly understood, must show originality, and should warrant that the service provider has skills and ability to deliver on the project.
- **Competency and experience:** An indication of experience **tabulated** of similar projects and reference names and contact numbers of previous projects should be clearly stated.
- **Capacity and capability:** Capacity to deliver the required quality within the specific time frames without compromising the quality. Provide company profile or photographic images of similar work and nature as tabulated under experience
- **PDI and BEE status:** Company status in terms of empowerment PDI and BEE
- **Price:** Overall budget of the project.
- **Registration with Municipality database:** The service provider must be registered on the Municipality database and provide a PR number and a JDE registration number on the proposal.
- **Submission:** Single copy of the proposal must be submitted and the service provider must attach the following **signed** documents to their proposals
 - Certificate of independent Bid Determination
 - Municipal Fees Declaration Form
 - Declaration of interest form
 - Empowerment profile (BBBEE Certificate)
 - A valid tax clearance certificate.

These terms of reference are subject to any changes which may stem from a negotiation of the final terms with the consultant(s), as well as any additional budget which may be allocated to the project. Payment arrangements will be negotiated on the basis of the completion of project milestones and will be outlined in the inception report. Final payment will be paid on full completion of the project and the receipt of the final report.

16. TAX CLEARANCE AND BROAD BASED BLACK ECONOMIC EMPOWERMENT CERTIFICATE

Proposals must include with their submission a valid Tax Clearance and Broad Based Black Economic Empowerment certificate (or a letter from the Company Auditors stating that the company's turnover is less than R5 million).

Submissions will not be accepted without a valid tax clearance and broad-based Black economic empowerment rating certificate (or a letter from the Company Auditors stating that the company's turnover is less than R5 million).

17. CONFIDENTIALITY

All the products must be made available in the way stated above and the following must also be noted:

- All data, information and concepts developed during this course of this appointment whether direct or incidental remains the property of the eThekweni Municipality;
- Information which would come out of this process is to be treated as confidential and can only be released with the permission of the eThekweni Municipality.
- The consultant is accountable to the Manager eThekweni Economic Development and will work under the direction of the Project Management Team.

18. SUBMISSION OF PROPOSALS

Sealed proposals (including all required documentation) are to be hand delivered at the Tender Box located at Corporate Procurement, Materials Management Building (MMB), Ground Floor, 133 Archie Gumede Place, Durban (and not any other municipal department before) before 11h00, on **5th December 2018**. No late submissions will be accepted. **One (1) copy of the proposal required.**

19. PROPOSAL DEADLINE

Proposals must be submitted for consideration by: **5th December 2018** before 11H00.

For further information about this project please contact:

Ms. Gugu Radebe

Economic Development and Investment Promotion Unit

Projects Branch

Tel: (031) 311 4227

Email: gugu.radebe@durban.gov.za

CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION

This is to certify that:

(tenderer name)
of (address)
.....

was represented by the person(s) named below at the Clarification Meeting held for all tenderers at:

(Location) Hill Street Cambridge, Corner Hill & Anderson Street, Pinetown under white carport with existing Poultry traders. (refer to locality plan)

on(date) Error! Reference source not found.

starting at (time) Error! Reference source not found. **(NB: Bring copy of document as a pre-requisite for attendance)**

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

Particulars of person(s) attending the meeting:

Name :..... Name :.....
Signature : Signature :
Capacity : Capacity :

Attendance of the above person(s) at the meeting is confirmed by the Employer's Agent:

Name :.....

Signature :

Date :

LOCALITY PLAN FOR SITE BRIEFING



