THE APPOINTMENT OF MULTIPLE SPECIALIST CONSULTANTS TO A PANEL TO RENDER PROFESSIONAL SERVICES IN VARIOUS INFRASTRUCTURE DISCIPLINE ON AN AS AND WHEN REQUIRED BASIS IN ORDER TO PROVIDE COMPREHENSIVE, PLANNING, DESIGN, DEVELOPMENT, OVERSIGHT IN THE PROJECT IMPLEMENTATION AND ALSO PROVIDE THE CAPACITY TO UNLOCK CHALLENGES EXPERIENCED DURING PROJECT EXECUTION OF EKURHULENI HOUSING COMPANY (EHC) CAPEX AND OPEX PROJECTS FROM DATE OF AWARD UNIT 30TH JUNE 2020

CONTRACT NUMBER: EHCPOPS/04/18
CLOSING DATE : 08 MAY 2018
TIME : 11:00

COMPULSORY BRIEFING SESSION:
DATE : 19 APRIL 2018
TIME : 10:00
ADDRESS : Hanover building, block A, cnr Hendrick Potgieter and 7th avenue, Edenvale

: SCM Dolly/Lerato
: 0118250158
: 0118250148
BID SPECIFICATION REPORT - EKURHULENI HOUSING COMPANY

CONTRACT NUMBER: EHCPOPS/04/18

BID DOCUMENT

THE APPOINTMENT OF MULTIPLE SPECIALIST CONSULTANTS TO A PANEL TO RENDER PROFESSIONAL SERVICES IN VARIOUS INFRASTRUCTURE DISCIPLINES ON AN AS AND WHEN REQUIRED BASIS IN ORDER TO PROVIDE COMPREHENSIVE PLANNING, DESIGN, DEVELOPMENT, OVERSIGHT IN PROJECT IMPLEMENTATION AND ALSO PROVIDE THE CAPACITY TO UNLOCK CHALLENGES EXPERIENCED DURING PROJECT EXECUTION OF EKURHULENI HOUSING COMPANY (EHC) CAPEX AND OPEX PROJECTS FROM DATE OF AWARD UNTIL 30th JUNE 2020

SCOPE OF WORK

1. PURPOSE

The Ekurhuleni Housing Company (EHC) intends to appoint multiple specialist consultants to a panel to render professional services in various infrastructure disciplines on an as and when required basis in order provide comprehensive planning, design, development, oversight in project implementation and also provide the capacity to unlock challenges experienced during project execution of Ekurhuleni Housing Company (EHC) Capex and Opex projects from date of award until 30th June 2020.

The objective is to have a readily available panel of multiple specialist consultants which can be called upon to perform work on an as-and-when required basis. Appointment to the panel of professionals does not guarantee of any quantum of works.

2. BACKGROUND

In an effort to ensure that the EHC consistently meet its service delivery targets as communicated through the IDP processes and the business plan, sufficient resources and effective measures need to be put in place in order to achieve the objectives. The company needs to have a panel of multiple specialist consultants that can be called upon to assist in the roll out of infrastructure projects on an as and when required basis.

The following list of multiple specialist consultants are required for a panel to render professional services in various infrastructure disciplines.

1. Lead Consultants (Programme & Construction Project Management & Coordination
2. Financial & Project Packaging
3. Engineering Profession (civil, structural, mechanical, geotechnical, electrical, wet services
4. Town Planners
5. Architects
6. Quantity Surveyors
7. Land Surveyors
8. Conveyancers
9. Other Services (transport engineers, fire engineers, environmental, urban designers, property valuers, etc.)
A detailed scope of work is outlined below, per section but is not limited to activities outlined below.

1. SECTION A: LEAD CONSULTANT / PROGRAMME & CONSTRUCTION PROJECT MANAGEMENT & COORDINATION

1.1 Scope of Work
- Support the rollout of the EHC Plan for the delivery of social housing through planning, coordination, management, implementation, monitoring and evaluation of social and rental housing projects.
- Defining the programme's governance arrangements
- Ensure effective and efficient management of the programme through managing the programme's budget on behalf of EHC, monitoring expenditure and costs against set deliverables and time frames.
- Develop detailed programme and project plan, to be updated on a regular basis for approval, which will indicate the actual resources and budgetary requirements in relation to the actual scope of work of the development of social and rental housing projects.
- Establish programme and project management policies, processes, procedures and systems that will be utilized during the period of the contract to ensure effective planning, management and implementation of social and rental housing projects.
- Ensure compliance with relevant policies, regulatory frameworks applicable to the delivery of social and rental housing.
- Facilitate and coordinate the work to be performed by various professional disciplines
- Manage communications with all stakeholders
- Manage risks to the programme's successful outcome
- Initiate extra activities and other management interventions wherever gaps in the programme are identified or issues arise.
- Ensure capacity building (skills transfer) to enhance skills development within the EHC
- Manage all activities relating to the project development and preparation including but not limited to project scoping and feasibility assessment, township development and establishment, environmental requirements, engineering services assessments and development management, institutional design and management, financial modeling and structuring, finance, procurement etc.
- Monitor, evaluate and report on progress of the programme at regular intervals as required by EHC.

1.2 Deliverables
- Completion of social and rental housing projects that are of high level of quality, delivered on time and within budget, in accordance with the programme plan and programme governance arrangements.
2. SECTION B:  FINANCIAL AND PROJECT PACKAGING PLANS

2.1 Scope of Work

- Develop financial models and financial packages for identified projects, in line with applicable policies, legislation and regulatory frameworks.
- Identify sources of funding (e.g. public, private sector, Development Finance Institutions (DFIs), Government, etc.) and establish the processes and procedures to be followed in accessing funding for development of social and rental housing projects.
- Develop a framework document to be presented to potential for investment in social and rental housing.
- Package projects into fundable and bankable transactions and submit business plans/project funding applications to access additional funding on and as and when required.
- Develop project plans, which must include, but is not limited to, activities of the project, timeframes, resource allocation, projected costs and cash flows for the full duration of the project. The project plan will be done in a format that is agreed upon by the client and the service provider.
- Prepare, submit and obtain approval for project applications to the Social Housing Regulatory Authority (SHRA) for the Consolidated Capital Grants (CCG).
- Track funding applications and report to EHC on approval.
- Provide a management tool to optimize the use of existing financial resources.
- Conduct due diligence for projects/ land/ building to be developed or purchased by EHC.
- Ensure financial risk analysis – track and report on the risk associated with funding during implementation phase of projects.
- Conduct workshops and presentations on financial and project packaging with EHC and ensure compliance with applicable policies, legislation and regulatory frameworks.

2.2 Deliverables

- Financial Plan and Models for identified social and rental housing projects.
- Framework document on a list of potential funders, processes and procedure for accessing various funding streams
- Business Plans/proposals to be presented to potential investors to access funding.
- Packaged Project applications for submission to SHRA to access the CCG Grant.
- Project implementation roll out plan, with timeframes, based on the funding acquired for development of social and rental housing projects.
3. SECTION C: PLANNING SERVICES

The work to be performed by the Service Provider in terms of the appointment will include inter alia:

- Manage the township establishment process up to proclamation.
- Conduct feasibility studies, surveys and investigations and prepare all reports as required for township establishment purposes.
- Conduct an environmental impact assessment (including all specialist studies) and obtaining an environmental authorization from GDARD.
- Prepare preliminary engineering designs for town planning purposes only.

3.1 Feasibility Studies

The scope of work will in general include all management and professional input and functions required and necessary to complete the feasibility study, from current status up to final feasibility report.

3.1.1 Activities

The main activities for this phase will include but are not limited to the following:

- Determine land ownership status.
- Examine physical properties (geology, topography and flood lines) and environmental issues that may affect feasibility.
- Evaluate suitability of the proposed development for its intended purpose;
- Determine physical planning status and propose appropriate planning process and schedule.
- Determine legal status with regard to surface rights, servitudes and other legalities that may negatively affect the project.
- Determine guiding planning documents and guiding principles for development
- Develop a development proposal/conceptual urban design framework for each project;
- Determine environmental impact and mitigation measures as well as specialist studies that may be needed.
- Determine availability of bulk and link engineering infrastructure.
- Determine layout standards (stand size, road alignment) and level of service in consultation with EHC.
- Determine any other constraint that may negatively affect the development potential of the land.
- Prepare an implementation plan including all activities necessary for the successful completion of the project, and
- Establish time frames and cost estimates for the implementation and completion of the project.
- Make recommendations that may enhance the project and project yield
3.2 Surveys and Investigation

3.2.1 Topographical Survey

The Service Provider shall be responsible to perform a topographical survey if so required of the site to the extent and detail as required for the environmental impact assessment, township establishment and the design and construction of bulk and internal civil engineering infrastructure and shall develop a digital terrain model (DTM) from the survey data. Hard copies of plans and electronic copies of the DTM shall be made available to the Client on request for Client’s internal use.

The tendered sum shall be in full compensation for the topographical survey and the DTM and for copies to be provided to the Client.

The tendered sum is payable on completion of the survey and on submitting of a hard copy and electronic copy of the DTM to the Client.

3.2.2 Geotechnical Investigation

The Service Provider shall be responsible to conduct a geotechnical investigation for township establishment purposes in accordance with NHBRC requirements for Phase I Geotechnical Investigations and to prepare the reports as necessary for the environmental impact assessment, township establishment purposes as well as layout plan certification and enrolment with the NHBRC.

The tendered sum shall be in full compensation of the geotechnical investigation and all reports required.

The tendered sum becomes payable on submission of a copy of the geotechnical report to the Client.

3.2.3 Dolomite Stability Investigation

The Service Provider shall conduct a dolomite stability investigation if so required in accordance with SANS 1936 – 2009 Part 2: Geotechnical Investigation and Determinations and prepare and submit the dolomite stability and soil profile report to the COUNCIL for Geoscience (CGS) for their comment.

The tendered lump sum for the dolomite stability investigation shall be in full compensation of the dolomite stability investigation, all reports required and obtaining comment from CGS.
3.2.4 Traffic Impact Study and Section 7 Report

The Service Provider shall be responsible to conduct a traffic impact study if so required for the purpose of the environmental impact assessment and for township establishment and shall prepare a traffic impact assessment report and a report in terms of Section 7 of the Gauteng Transportation Act 8 of 2001. The Service Provider shall submit the Section 7 Report to Gautrans for approval.

The tendered lump sum shall be in full compensation of the Traffic Impact Assessment and the Section 7 Report and for all copies required.

3.2.5 Flood line Determination

The Service Provider shall be responsible to determine the flood lines that effect the proposed development.

The tendered lump sum shall be in full compensation of the flood line determination.

3.2.6 Environmental Impact Assessment

3.2.6.1 (Full EIA Process)

The Service Provider shall be responsible for an Environmental Impact Assessment (EIA) including the registration of the activity with GDARD, submission of a Scoping Report, public participation and specialist studies as required by GDARD, for the issue of an Environmental Authorization.

3.2.6.2 Basic Assessment

The Service Provider shall be responsible for the Basic Assessment (BA) including the registration of the activity with GDARD, submission of the Report, public participation and specialist studies as required by GDARD, for the issue of an Environmental Authorization.

3.3 Other Investigations

The Client shall have the right to order any other investigations that is not required or reasonably implied in the Scope of Work should such investigations becomes necessary for the proper execution and completion of the Works. Such investigations will normally be conducted by a sub-consultant selected by the lead consultant pursuant to a quotation process. The final appointment of this sub consultant must be authorised in writing by the accounting officer.

Payment

The total compensation for other investigation will be determined as the actual cost for the other investigation as authorized by the Client plus the tendered percentage allowance of
the actual cost. The total compensation for other investigations becomes due on completion of the investigation and submission of a copy of the investigation report to the Client.

All appeal and non-compliance issues will be remunerated for using the approved tariff on a time and cost basis.

4. SECTION D: TOWNSHIP ESTABLISHMENT PROCESS

4.1 Township Establishment and Rezoning

4.4.1 Layout Plan

The Service Provider shall be responsible for all activities relating to the development of the layout plan which includes (but is not limited to) the following:

- Obtain topographical information and cadastral maps for the property and surrounding area.
- Identify natural constraints (wetlands, flood lines, etc) and other constraints (power lines, pipelines, servitudes, etc).
- Establish Mining Titles and Surface Rights Permits registered over the land, determine the extent of undermining.
- Obtain planning information form the local authority and Provincial Government (including SANRAL and Provincial Road planning and Strategic Development Framework Plans).
- Obtain future local planning (adjacent proposed layout plans which must be taken into account) for the area.
- Obtain approval from DMR in terms of Section 53 of the Mineral and Petroleum Resources Development Act, 2002.
- Title Deed investigation to establish restrictive conditions to township establishment and servitudes.
- Obtain Conveyance Certificates and Land Surveyor Certificates.
- Determine densities, minimum and maximum of sizes and non-residential land use in consultation with EHC Human Settlements Department.
- Establish access points and road hierarchy.
- Obtain geotechnical data and flood lines.
- Compile and submit Preliminary Engineering designs.
- Prepare layout plan incorporating all planning parameters.
- Workshop draft layout plan with EHC, consultants, communities and all interested and affected parties as required by the Client. Workshops may include presentations and other formats that EHC deem fit for the occasion.
4.4.2 Application for Township Establishment

The Service Provider shall be responsible for all activities relating to the application for township establishment which include (but is not limited to) the following:

- Prepare application for township establishment, compile all documentation for application and submit application to EHC Development.
- Attend to advertisement and external circulation of application and collate comments from external parties.
- Assist EHC officials with internal circulation and follow-up and collation of internal comments.
- Amend layout plan in consultation with EHC and EHC in response to external and internal comments.
- Assist EHC officials with the drafting of internal reports and draft Conditions of Establishment.
- Amend township layout plan to reflect SG erf numbers.

4.4.3 General Plan

The Service Provider shall be responsible for all activities relating to the approval of the General Plan which include (but is not limited to) the following:

- Obtain cadastral information and determine outside figure of property.
- Calculate cadastral boundaries of new township, prepare General Plan and compile survey records.
- Compile and submit small scale diagram if so required
- Compile and submit any other relevant documentation that the Surveyor General may require
- Submit General Plan to Surveyor General’s Office for approval.

4.4.4 Conditions of Establishment and conditions of Rezoning

The Service Provider shall be responsible for all activities relating to the Conditions of Establishment in which include (but is not limited to) the following:

- Prepare draft Conditions of Establishment and obtain conditional approval from EHC Development.
- Apply to all affected organizations / advertise to get restrictive conditions cancelled / removed.
- Draft Section 125 Amendment Scheme or equivalent to allow incorporation into the relevant scheme if applicable
- Prepare and submit Conveyance Certificate relating to the conditions to be transferred/omitted from township titles and relating to mining and surface rights permits.
• Prepare the proclamation notice and proclaim the township as a proclaimed town if so required.

4.4.5 Opening of Township Register

The Service Provider shall be responsible for all activities relating to the opening of the Township Register which include (but is not limited to) the following:

• Prepare and submit application for the opening of the Township Register and proclamation of the township
• Submit documentary evidence to Deeds Office confirming that all Conditions of Establishment have been complied with.

4.4.6 Payment

The tendered rates for Township Establishment and General Plan and the tendered amounts for Conditions of Establishment and Opening of the Township Register shall apply.

The compensation for township establishment will become payable as follows:

**Township Application**

40% of the compensation for the township application will become due on submission of the Layout Plan by EHC.

50% of the fee for the township application will become due on approval of the township application by the local authority.

10% of the fee for the township application becomes due on opening of the Township Register to address outstanding issues relating to the finalisation of the project and addressing issues relating to the conditions of establishment

**General Plan Approval**

40% of the fee for the General Plan will become due on submission of the General Plan to the Surveyor General’s Office and on the submission of proof of the Client that the SG application fees has been paid.

60% of the fee for the General Plan will become due on approval of the General Plan by the Surveyor General’s Office.

**Opening of Township Register**

40% of the fee for the submission of opening of the Township Register will become due on opening of the township register.

60% of the fee for the opening of the Township Register will become due on opening of the township register.
The total compensation becomes due on completion of the investigation and submission of a copy of the investigation report to the Client.

4.5 Other Investigations

The Client shall have the right to order any other investigations or processes that is necessary for the removal of any restrictive conditions which is a prerequisite for the township establishment and the opening of the township register that may emanate from the Planning process. This includes preparation of National Deeds of Servitudes, negotiations with surface right permit/mining right permit holders and attending to registration of abandonment/conversion to servitudes. Such investigations will normally be conducted by a sub-consultant selected by the Client pursuant to a quotation process.

The total compensation for other investigations will be determined as the actual cost for the other investigation as authorized by the Client plus the tendered percentage allowance of the actual cost.

The total compensation for other investigations becomes due on completion of the investigation and submission of a copy of the investigation report to the Client.
5. SECTION E: RENTAL AND SOCIAL HOUSING

To provide information on social and rental projects and processes in terms of rental allocations and tenant management and relocation.

5.1 Scope Of Work

- Collect data of people living in a specific area (for in situ development) and check that against HSS and demand data base (Pre-screening of individuals for possible qualification for rental housing as per EHC policy.)
- Completing and submitting rental housing application.
- Develop tenant management programs in line with social housing policy
- Compilation of a full and comprehensive database per stand detailing tenant details during construction.
- Conduct demand surveys for specific rental projects.
- Conduct tenant satisfaction surveys.
- Prepare and file SHRA applications for social housing investment programme.
6. SECTION F: PROFESSIONAL SERVICES FOR THE CONSTRUCTION OF SOCIAL AND RENTAL HOUSING

To provide the necessary professional expertise and manage all processes and procedures required for the design, procurement, supervision, as well as completion and quality certification for the construction of conventional rental housing top structure products, as well as higher density residential structures for Sectional Title, Social and Rental Housing purposes.

6.1 Construction Project Management

- Site Supervision, Construction Management, Quality Assurance and Reporting of all activities affecting the site where a project is being implemented.
- Site Supervision, Construction Management and Quality Assurance, payment will be on a monthly basis for the duration of the construction phase, per project.
- Coordinate and manage building inspections for social and rental units by CoE Building Inspectorate, Quality Assurance (Province), NHBRC and any quality assurance structure that may be established.
- Coordinate and arrange site meetings and administrative functions related thereto (such as compilation of agendas, minute taking and distribution, recording of attendance and attaching copies of all related documents reporting on the project progress on site).
- Compilation and submission of all documentation required for enrollment of project and individual units with the National Home Builders Registration Council (NHBRC). Ensure NHBRC enrollment.

6.2 Architectural Services

- Design, Submission and Approval of building plans as per National Home Building Regulations:
- Consultative Process with EHC and CoE Departments, which may include:
- Workshop of draft plans with all affected CoE Departments, i.e. City Planning, Roads, Electricity, Human Settlements Department, etc.; consultants, communities (where required) and interested and affected parties as required by the client.
- Workshop may include presentations and other formats as deemed fit by EHC.
- Compilation of Site Development Plans (SDP) and approval of all plans as per the National Building Regulation and EHC requirements
- Approval of SDP by CoE Departments
6.3 Services Designs, Supervision and Certification

- Compilation, Submission and Approval of the Engineering designs for water, sanitation, paving/drivable surfaces, storm water management, electricity, etc. for social and rental housing projects. Such designs will be for the internal reticulation and services pertaining to the Erf/Stand on which higher density structures will be developed.
- Engineer's Supervision of all services being constructed during the construction phase of a project on a particular site.

6.4 Structural Designs and Certification

- Compilation of Engineering designs for foundations and multiple levels for higher density top structures, to be designed by a competent and registered person, in accordance with the required founding conditions, as guided by all the relevant Geotechnical Investigations, for a particular project site.
- Signing and issuing of engineering certificates for foundation and slab designs on certification and completion of construction.

6.5 Procurement of Contractors:

- Compilation of bid documents for the appointment of construction contractors in accordance with EHC Supply Chain Management Policies and Processes, which the successful bidder(s) must familiarize themselves with.
- Conducting of compulsory tender briefing sessions for the appointment of construction contractors, along with all administrative functions associated with arrangements, minute taking and recording of attendance to such meetings.
- Compilation and submission of a technical tender evaluation report for the appointment of contractors in the required format of the client.

6.6 Occupational Health & Safety and Environmental Control officers

- Provision of suitably qualified Occupational Health and Safety (OHSO) and Environmental Control Officers (ECO), to ensure occupational health and safety as per the requirements of EHC and environmental controls as required by law and in terms of environmental authorizations are adhered to.
- Both OHSO and ECO will be required to submit a written report on the compliances on a monthly basis to the client.
- Both OHSO and ECO will be required to attend monthly site meetings.

6.7 Sectional Title Diagrams and Opening of Sectional Title Registers

6.7.1 Sectional Title Diagrams

- The compilation of sectional title diagrams, pegging of the position of structures on site and submission of such diagrams to the Surveyor General for approval.
6.7.2 Opening of Sectional Title Register in favour of EHC

- The compilation and coordination of all documents required for the lodging and opening of a sectional title register with the Registrar of Deeds.

7. SECTION G: TRANSFER OF OWNERSHIP (CONVEYANCING)

To effect transfer of properties to EHC through appointed transferring attorneys/ conveyancers.

7.1 Scope of Work

- The appointed Conveyancer shall obtain the Section 82 or 113 Certificates in respect of Township Established in terms of the Town Planning and Township Ordinance, 15/1986.
- Conveyancing is the legal process whereby ownership of immovable property (house) is transferred from Ekurhuleni Metropolitan Municipality to EHC through registration of the property with the Deeds Office.
- A conveyancing transaction involves a number of steps which normally begins with a Deed of Sale and continues through to the registration of transfer of ownership in the Deeds Office, and ultimate handover of the registered Title Deed to the home beneficiary.
- The appointed Conveyancer shall prepare all the required documents including the Deed of Sale and ancillary transferring documents.
- A Deed of Sale must be signed by the Ekurhuleni Housing Company and by person who has been authorized by Ekurhuleni Housing Company in terms of a written Power of Attorney / delegations of Authority.
- The appointed Conveyancer shall prepare all the required documents including the Deed of Sale and ancillary transferring documents.
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- A Deed of Sale shall reflect the purchase price of the property, the full names of beneficiary, Company Registration, preemptive Clause in terms of section 10A of the Housing Act 107 of 1997, and servitude conditions if applicable.
- The appointed Conveyancer shall prepare all the required documents including the Deed of Sale and ancillary transferring documents.
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- The Ekurhuleni Housing Company shall sign Section 118 (4) a of the Act 32 of 2000 declaring that it is the first transfer of property from the Municipality / Provincial Government to transferees and that no clearance certificate is envisaged.
- The Conveyancer shall approach SARS with a request to provide the necessary transfer duty receipt i.e. filing of TD1 AND TD2 forms (declarations by both the Seller and Purchaser that their tax affairs are in order). If there is a problem in regard to the tax status of either party, this will be detected at an early stage which will then provide the relevant party the necessary opportunity to approach SARS and correct any outstanding issues.
- Once all conveyancing documents are being prepared then the Conveyancer shall lodge the documents with the Deeds Office for registration and shall follow through the registration of property in the Deeds Office.
- The transferring costs of properties shall be included in the rates provided in the pricing schedule for Conveyancing (Transfer of Title).
- Once the properties are registered with the Deeds Office the Conveyancer shall send them back to Ekurhuleni Housing Company for recording of registration.
• The Metro will then record, archive copies and distribute the Title Deeds to the Customer Care Centers for handover to the beneficiaries.

QUALIFICATIONS AND EXPERIENCE

Certificates

A company must provide a list of the names of the employees per Discipline that the company has submitted a bid for. Employees whose names appear on the list must submit their Professional registration certificates, CV’s and Qualifications. **A copy of a professional registration to the relevant discipline must be attached to the bid document.** Failure to submit such proof will result in the company NOT being considered for the services required in that Discipline.

Professional registration/s of the company must be attached to the bid document.

Experience

The listed employees of the company must have a minimum experience of four (4) years applicable to the discipline for which they are submitting a bid.

Failure to mention years of experience will result in such an individual / firm not being considered for the discipline for which they are submitting a bid. (See returnable documents in bid document)

References:

A list of companies / local authorities for whom the bidder has undertaken similar work in the past 5 years, must be provided with the most recently serviced company / local authority being mentioned first and the remainder sequentially in date order. In addition, the bidder is required to specify the nature and value of all work done.

Infrastructure and Capacity:

A clear indication must be given of the availability of the individuals noted in the list of names as mentioned above;

The extent of available support personnel a bidder has at any point in time to assist with this field of expertise must be stated.

The Bidder must advise on the availability and number of computers with e-mail links, fax machines, scanners and all other electronic equipment.

GOVERNANCE STRUCTURE

The Database will be managed by EHC in consultation with ALL the relevant Departments. EHC will implement procedures to split work in a fair and equitable basis.

TIMEFRAMES

The general timeframe for the project is as follows:
In general, the panel expires on 30 June 2020.

The successful contractor will begin work on the date of written appointment via Instruction to Perform Work which appointment will be valid for a period not exceeding two financial years from date of IPW, depending on the individual contract period of the IPW.

No new work shall be issued within the last 6 months of the contract, unless such projects can be concluded within 6 months.

In an instance where the work was issued before 6 months of the end of contract and for whatever reason is not concluded the contractor shall be allowed to implement till project end date.

SUBMISSION REQUIREMENTS

To be considered for any one or more of the specific specialized fields, the bidder must be in possession of a relevant qualification or in the case of a company, must have relevant qualifications amongst its employees. If the specialized field has a governing Professional registration of such is also compulsory. Proof of qualification of at least one employee and registration of the Professional must therefore be submitted. Certified copies will be accepted provided EHC may insist on having the original documents submitted for verification purposes. In the case of project managers related to specific specialized fields, only the primary qualification of the specified field will be required but proof of similar project management experience will have to be submitted. Failure to submit the required proof with the bid documents will result in the rejection of such bid irrespective whether such bidders are indeed qualified or registered.

The EHC may also request further proof of qualification and registration at a later stage when quotations are requested for a specific project. Proof of experience in a specific professional field or relevant project, may also be a qualifying criteria during the later quotation process.

If at any time during the duration of this contract an appointed professional is removed from the roll of the applicable Professional body, the appointment of such a professional will also be terminated and all instructions held by that professional will be cancelled and recalled.

Submission Format

All proposals must be submitted in the form of an A 4 bound document, with the reference number clearly annotated on the documentation. It is suggested that proposals be submitted with clearly marked or separated technical segments and financial segments. The submissions should include the following:

- The company profile;
- Certified copies of qualification certificates for members;
- Certified copies of proof of registration with the relevant professions;
- Traceable previous relevant experience;
- Infrastructure delivery approach of the professionals, methodology and technical capability to project manage and deliver results;

Failure to submit the above will render the bid non-responsive.
APPOINTMENT PROCEDURE

The steps below outline the procedure to be followed for establishing the panel and procedure to be followed with each individual appointment.

Step 1 (Put panel (agreements) in place)

- The appointment to be placed on the panel will be based on functionality and B-BBEE as well as other requirements applicable to a specific grade of CIDB and Supply chain management policies.
- The panel will be classified into CIDB grade and class (discipline)

Step 2 (Applications by departments)

- Department sends service request to EHC Supply Chain Management Division for appointment of contractor
- This will need to be based on detailed designs, complete spec, BOQ, specific discipline, estimated contract value and conditions of contract.
- EHC Supply Chain Management Division in conjunction with the client department, will send a request to all service providers in the specific discipline and CIDB grade indicating closing date and any returnable documents that may be required clearly outlining which contract will be applicable (contractors will be given up to 30 days to return quotes based on complexity).
- Scope of work, pricing schedule and contract data to be approved by BSC or special committee to be established by the EHC CEO.
- All quotes will be submitted to EHC Supply Chain Division tender office in a predetermined tender box, on a specific time and date with normal closing conditions applicable.

Step 3 (Evaluation of bids)

- The bid evaluation will be done in conjunction with the client department as well as SCM based on price and B-BBEE only
- A BEC report and contract data will be prepared and presented by the client department and closely monitored by EHC Supply Chain Management Division to ensure that the item gets concluded speedily

Step 4 (BAC Approval)

Once the BEC report is done and recommended to BAC, EHC Supply Chain Management Division will then, closely with the client department, ensure that it goes to those committees speedily with the view to finalize the appointment in line with current EHC processes.

CONFIDENTIALITY

Over and above the provisions of clause B34 of the general conditions the following will apply:
In the process of representing the EHC in any matter the Bidder will have access to sensitive and confidential information. All information accessed, obtained or collected by the Bidder and/or its employees must at all times be kept confidential and may not be disclosed to any other person without the prior and written authorization of the EHC.

Information may not be used for personal gain by the Bidder or the Bidder’s business, any employee, sub-contractor or any agent of the Bidder or any other person, body or organization receiving the information or data through the Bidder, or any of their employees or agents.

Failure to observe these conditions will constitute a breach of contract, which would result in immediate termination of this contract.

CONFLICTS BETWEEN PROVISIONS IN PROPOSAL DOCUMENTS.

The Terms and Conditions contained in this specification of the bid document will apply over and above the terms and conditions contained in the rest of the bid document and should be interpreted as such. Only in the event that the provisions contained in this bid specifications conflict with the provisions of the General Bid documents the provision of this Bid Specifications shall receive preference.
**Annexure ‘A’**

**Functionality Criteria – Professional Services**

The functionality evaluation criterion is used to assess the quality of the project management services to be rendered by the company/consultants that meet the minimum requirements to be on the panel. Quality refers to the ability to efficiently and effectively deliver infrastructure projects that are reliable, useable and can be maintained at a high level.

Professional and technical competences, qualifications and experience are used to measure functionality.

In order to be accepted for further evaluation, Bidders must meet minimum requirements in respect of **EACH** of the above-mentioned criteria **AND MUST** receive a minimum total of **70 POINTS**
<table>
<thead>
<tr>
<th>Functionality Evaluation Criteria</th>
<th>Evaluation Element</th>
<th>Min Weight</th>
<th>Max Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entity Experience operating in the relevant discipline</td>
<td>3 - 4 Years (10 points)</td>
<td>10</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>5 - 9 Years (12 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10 Years or More (15 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No of Municipal Infrastructure projects over R5 Million completed by the Entity in the last 5 years or other Municipal consultancy work to a value exceeding R100 000.00</td>
<td>2-3 Projects (10 points)</td>
<td>10</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>4-8 Projects (12 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>9 or more Projects (15 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capacity Resources: proof has to be provided of the following expertise in the multi-disciplinary team in the form of CVs. A minimum of one expertise per discipline (Max 70 points)</td>
<td>Points to be allocated per category:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 2 points for experience (2 points for 6-10yrs, 1 point for 0-5yrs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 2 points for qualification (2 points for NQF Level 7 &amp; 1 point for NQF Level 4-6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 2 point for membership with relevant professional body where applicable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Lead Consultant (Programme &amp; Construction Project Management &amp; Coordination)</td>
<td></td>
<td>5</td>
<td>70</td>
</tr>
<tr>
<td>2. Engineering Profession (civil, structural, mechanical, geotechnical, electrical, wet services)</td>
<td>- 2 points for meeting the category per discipline</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>3. Financial &amp; Project Packaging</td>
<td></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>4. Town Planners</td>
<td></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>5. Architects</td>
<td></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>6. Quantity Surveyors</td>
<td></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>7. Land Surveyors</td>
<td></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>8. Conveyancers</td>
<td></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>9. Other Services (transport, fire, environmental engineers, urban designers, property valuers, etc.)</td>
<td></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>TOTAL SCORE</td>
<td></td>
<td>70</td>
<td>100</td>
</tr>
</tbody>
</table>

**ACCEPT/REJECT**

**MINIMUM THRESHOLD (70/100)**
EKURHULENI HOUSING COMPANY

CONTRACT NUMBER: EHCPOPS/04/18

BID DOCUMENT

THE APPOINTMENT OF MULTIPLE SPECIALIST CONSULTANTS TO A PANEL TO RENDER PROFESSIONAL SERVICES IN VARIOUS INFRASTRUCTURE DISCIPLINES ON AN AS AND WHEN REQUIRED BASIS IN ORDER PROVIDE COMPREHENSIVE PLANNING, DESIGN, DEVELOPMENT, OVERSIGHT IN PROJECT IMPLEMENTATION AND ALSO PROVIDE THE CAPACITY TO UNLOCK CHALLENGES EXPERIENCED DURING PROJECT EXECUTION OF EKURHULENI HOUSING COMPANY (EHC) CAPEX AND OPEX PROJECTS FROM DATE OF AWARD UNTIL 30th JUNE 2020

Request by bidder

REQUEST BY BIDDER TO BE CONSIDERED FOR PLACEMENT ON THE PANEL OF A SPECIFIC FIELD OF EXPERTISE

This table needs to be completed by all bidders. Also note that proof of the relevant qualifications as well as professional registration (if applicable) need to be attached for all the different fields of expertise the bidder is applying to be registered for. Failure to do so will disqualify the bidder for that specific field of expertise.

The contact details also have to be provided for the contact person when quotations will be invited by Departments.
<table>
<thead>
<tr>
<th>CATEGORY/DISCIPLINE</th>
<th>INDICATE WITH X</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Lead Consultant (Programme &amp; Construction Project Management &amp; Coordination</td>
<td></td>
</tr>
<tr>
<td>2. Engineering Profession (civil, structural, mechanical, geotechnical, electrical,</td>
<td></td>
</tr>
<tr>
<td>- 2 points for meeting the category per discipline</td>
<td></td>
</tr>
<tr>
<td>3. Financial &amp; Project Packaging</td>
<td></td>
</tr>
<tr>
<td>4. Town Planners</td>
<td></td>
</tr>
<tr>
<td>5. Architects</td>
<td></td>
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<tr>
<td>6. Quantity Surveyors</td>
<td></td>
</tr>
<tr>
<td>7. Land Surveyors</td>
<td></td>
</tr>
<tr>
<td>8. Conveyancers</td>
<td></td>
</tr>
<tr>
<td>9. Other Services (transport, fire, environmental engineers, urban designers,</td>
<td></td>
</tr>
<tr>
<td>- property valuers, etc.)</td>
<td></td>
</tr>
<tr>
<td>10. Joint Venture/Consortium (Please indicate which disciplines above will form</td>
<td></td>
</tr>
<tr>
<td>part of the JV</td>
<td></td>
</tr>
</tbody>
</table>

**CONTACT DETAILS FOR QUOTATION PURPOSES AT A LATER STAGE**

<table>
<thead>
<tr>
<th>Name</th>
<th>Cell No.</th>
<th>Landline</th>
<th>Fax No.</th>
<th>Mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Bidder  
________________________________________________________________________
Signed at _________ on ______ day of ___________
EKURHULENI HOUSING COMPANY

CONTRACT NUMBER: EHCPOPS/04/18

BID DOCUMENT

THE APPOINTMENT OF MULTIPLE SPECIALIST CONSULTANTS TO A PANEL TO RENDER PROFESSIONAL SERVICES IN VARIOUS INFRASTRUCTURE DISCIPLINES ON AN AS AND WHEN REQUIRED BASIS IN ORDER PROVIDE COMPREHENSIVE PLANNING, DESIGN, DEVELOPMENT, OVERSIGHT IN PROJECT IMPLEMENTATION AND ALSO PROVIDE THE CAPACITY TO UNLOCK CHALLENGES EXPERIENCED DURING PROJECT EXECUTION OF EKURHULENI HOUSING COMPANY (EHC) CAPEX AND OPEX PROJECTS FROM DATE OF AWARD UNTIL 30th JUNE 2020

Pricing Instructions

PRICING INSTRUCTIONS

➢ The Bidders are to allocate a rate to each item in the pricing schedule.

➢ Activities must be completed to the satisfaction of the client and invoiced on completion of the activity.

➢ The rate for each priced item may not be exceeded.

➢ The rates inserted in the Pricing Schedules are deemed to include for all expenses, costs, profit, and general obligations etc., and necessary to carry out the professional services required in this appointment.

➢ Amounts due to the Service Provider shall be paid by the client within thirty (30) days of client receiving correct or corrected relevant invoices.

➢ The client does not guarantee that the projects will be completed in one continuous stage. Due to budget constraints sections of the projects may be advertised for design and/or construction on successive financial years.

➢ The percentage fixed escalation that EHC will apply, (in the second year starting from 1July 2019 until 30 June 2020 to increase the bidders rate for the respective second year, in this Pricing schedule, is indicated below the pricing schedule.

➢ The client reserves the right, by giving written notice to the Consultants, to stop the progress of any particular project/stage at any time. Should the client exercise this right, the client will pay to the Consultants for work done and expenses incurred only up to the time that the notice was given.

All documents, reports and drawings must be submitted in hard copy and electronically in a format approved by the client.

PROVISION FOR COPYRIGHT

After completion of the documentation, all documents will become the property of EHC and copyright will reside with the EHC. No consultants will be entitled to any repeat fees after the completion of the documentation. The EHC also reserves the right to, at any time in future, effect any changes it deems necessary to the documentation.
THE APPOINTMENT OF MULTIPLE SPECIALIST CONSULTANTS TO RENDER PROFESSIONAL SERVICES IN VARIOUS INFRASTRUCTURE DISCIPLINES ON AN AS AND WHEN REQUIRED BASIS TO SUPPORT THE SUCCESSFUL IMPLEMENTATION OF EKURHULENI HOUSING COMPANY (EHC) CAPEX AND OPEX PROJECTS FROM DATE OF AWARD UNTIL 30th JUNE 2020

Pricing Schedule

NB! THE FOLLOWING SHOULD BE TAKEN INTO CONSIDERATION IN THIS BID:

- ESTIMATED QUANTITIES ARE FOR EVALUATION PURPOSES ONLY AND BASED ON PREVIOUS DEMAND;
- IT IS THE INTENTION THAT THIS BID WILL BE EVALUATED AND AWARDED PER SPECIALIST CATEGORY;
- IT IS THE INTENTION OF EHC TO APPOINT MORE THAN ONE BIDDER;
- PLEASE TAKE NOTE THAT THE STATUTORY FEE SCALES AS PRESCRIBED BY THE MOST RECENT PUBLISHED GOVERNMENT NOTICES IN TERMS OF THE GUIDELINES FOR PROFESSIONAL SERVICES FEES SHOULD BE TAKEN INTO CONSIDERATION WHEN CALCULATING TENDERED PRICE;
- THE RATES OF THE HIGHEST SCORING BIDDER WILL BE OFFERED TO THE OTHER BIDDERS IN A FIELD TAKING INTO CONSIDERATION ABOVE BULLET POINT;
- ALL DISBURSEMENT ITEMS MUST BE INCLUDED IN THE RATE OFFERED;
- APPOINTMENTS WILL BE MADE ON A ROTATIONAL BASIS.
SCHEDULE OF PRICES

The schedule of prices must be completed in full and all expected costs must be reflected including all costs, application, submission and statutory fees, travelling, general expenses and disbursements as described in the pricing instructions.

SECTION A: PROGRAMME & CONSTRUCTION PROJECT MANAGEMENT & COORDINATION

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DISCIPLINE</th>
<th>UNIT OF MEASURE (Price per)</th>
<th>TOTAL EXCL VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lead Consultant/Programme Manager</td>
<td>% of value of work in Section B,C,D,E,F and G (8-15% of professional fees)</td>
<td>Sub Total</td>
</tr>
</tbody>
</table>

SECTION B: FINANCIAL & PROJECT PACKAGING

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DISCIPLINE</th>
<th>UNIT OF MEASURE (Price per)</th>
<th>TOTAL EXCL VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Financial and Project Packaging Plans</td>
<td>Project Size (500 units)</td>
<td>Sub Total</td>
</tr>
</tbody>
</table>

SECTION C: PLANNING SERVICES

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DELIVERABLE (Inclusive of application and service fees)</th>
<th>UNIT OF MEASURE (Price per)</th>
<th>TOTAL EXCL VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Feasibility study</td>
<td>Project Size (500 units)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Topography study</td>
<td>Hectare</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Geotechnical study</td>
<td>Hectare</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Dolomite stability investigation</td>
<td>&lt;10 Hectares</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;10&lt;50 Hectares</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;50 Hectares</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Traffic impact study including section 7 report</td>
<td>Project Size (500 units)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Flood line determination</td>
<td>Project Size (500 units)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Full EIA process</td>
<td>Project Size (500 units)</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>EIA Basic Assessment</td>
<td>Project Size (500 units)</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Township Establishment</td>
<td>Unit/Erf</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>General Plan approval</td>
<td>Unit/Erf</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Opening of the Township Register and Proclamation</td>
<td>Project Size (500 units)</td>
<td></td>
</tr>
</tbody>
</table>
### SECTION D: RATES FOR SPECIALIST STUDIES NOT COVERED IN SECTION C- PLANNING SERVICES

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DELIVERABLE (Inclusive of application and service fees)</th>
<th>UNIT OF MEASURE (Price per) Based on a project average size of 500 units</th>
<th>TOTAL EXCL VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Town planning</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Engineering services</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Environmentalist</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Geotechnical Engineering Services</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Urban Designer</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Land Surveyor</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Conveyancing</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Architectural services</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Quantity Surveyor</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SECTION E- SOCIAL AND RENTAL HOUSING

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DELIVERABLE</th>
<th>UNIT OF MEASURE (Price per)</th>
<th>TOTAL EXCL VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Carry out all rental and social housing functions and studies as per terms of reference</td>
<td>Project Size (500 units)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SECTION F: PROFESIONAL SERVICES FOR THE CONSTRUCTION OF SOCIAL AND RENTAL HOUSING

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DELIVERABLE</th>
<th>UNIT OF MEASURE (Price Per)</th>
<th>TOTAL EXCL VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,1</td>
<td>Project enrolment with the National Home Builders Registration Council (NHBRC)</td>
<td>Project Size (500 units)</td>
<td></td>
</tr>
<tr>
<td>1,2</td>
<td>Enrolment of structures with the NHBRC</td>
<td>UNIT</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Architectural services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2,1</td>
<td>Design, submission and Approval of site Development plans</td>
<td>Project Size (500 units)</td>
<td></td>
</tr>
<tr>
<td>2,2</td>
<td>Compilation, Submission and Approval of site development plan</td>
<td>Project Size (500 units)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>SERVICES DESIGNS, SUPERVISION AND CERTIFICATION</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1.1</td>
<td>Compilation and approval of the engineering designs for water services</td>
<td>Project Size (500 units)</td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------------------------------------</td>
<td>---------------------------</td>
<td></td>
</tr>
<tr>
<td>3.1.2</td>
<td>Compilation, submission and Approval of the Engineering designs for sanitation services</td>
<td>Project Size (500 units)</td>
<td></td>
</tr>
<tr>
<td>3.1.3</td>
<td>Compilation, submission and Approval of the Engineering designs for paving/ drivable surfaces</td>
<td>Project Size (500 units)</td>
<td></td>
</tr>
<tr>
<td>3.1.4</td>
<td>Compilation, submission and Approval of the Engineering designs for storm water management services</td>
<td>Project Size (500 units)</td>
<td></td>
</tr>
<tr>
<td>3.1.5</td>
<td>Compilation, submission and Approval of the Engineering designs for electrical services</td>
<td>Project Size (500 units)</td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Engineer’s supervision of all services being constructed during the construction phase of the project</td>
<td>Project Size (500 units)</td>
<td></td>
</tr>
<tr>
<td>3.3</td>
<td>Certification of the completion of all Engineering services by a competent and registered person</td>
<td>Project Size (500 units)</td>
<td></td>
</tr>
</tbody>
</table>

4 **STRUCTURAL DESIGN AND CERTIFICATION**

| 4.1   | Compilation of Engineering design for foundations and multiple levels for higher density top structures | Project Size (500 units) |
| 4.2   | Signing and issuing of engineering certificates for foundation and slab designs on certification and completion of construction | Project Size (500 units) |

5 **PROCUREMENT OF CONTRACTORS**

| 5.1   | Completion of Bid documents | Project Size (500 units) |
| 5.2   | Conducting of compulsory tender briefing sessions | Project Size (500 units) |
| 5.3   | Compilation and submission of a technical tender evaluation report | Project Size (500 units) |

6 **Construction Project Management**

| 6.1   | Site supervision, construction management and Quality Assurance | Project Size (500 units) |
| 6.2   | Coordination and arrangement of site meetings and administrative functions | Project Size (500 units) |
| 6.3   | Individual Project Plans (Fixed cost per plan) | Project Size (500 units) |
| 6.4   | Compilation of and completion of check list per unit | Project Size (500 units) |

7 **SECTIONAL TITLE DIAGRAMS AND OPENING OF SECTIONAL TITLE DIAGRAMS**

| 7.1   | Compilation, Pegging, Submission and Approval of Sectional Title Diagrams | Project Size (500 units) |
| 7.2   | Opening of Sectional Title Register | Project Size (500 units) |

8 **OCCUPATIONAL HEALTH AND SAFETY AND ENVIRONMENTAL CONTROL OFFICERS**

| 8.1   | Occupational Health & safety officer | Project Size (500 units) |
| 8.2   | Environmental Control Officers | Project Size (500 units) |
### SECTION G: TRANSFER OF OWNERSHIP (CONVEYANCING)

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DELIVERABLE</th>
<th>UNIT OF MEASURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Obtain section 82/113 Certificates to enable transfer of ownership</td>
<td>Project Size (500 units)</td>
</tr>
<tr>
<td>2</td>
<td>Transfer of Ownership to end-beneficiaries as described in terms of reference</td>
<td>Unit/Erf</td>
</tr>
</tbody>
</table>

### SECTION H: SUMMARY OF COSTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>Sub-Total Excl. Vat</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. SECTION A: PROGRAMME MANAGEMENT &amp;COORDINATION</td>
<td></td>
</tr>
<tr>
<td>2. SECTION B: FINANCIAL &amp; PROJECT PACKAGING</td>
<td></td>
</tr>
<tr>
<td>3. SECTION C: PLANNING SERVICES</td>
<td></td>
</tr>
<tr>
<td>4. SECTION D: RATES FOR SPECIALIST STUDIES NOT COVERED IN SECTION C- PLANNING SERVICES</td>
<td></td>
</tr>
<tr>
<td>5. SECTION E- SOCIAL AND RENTAL HOUSING</td>
<td></td>
</tr>
<tr>
<td>6. SECTION F: PROFESIONAL SERVICES FOR THE CONSTRUCTION OF SOCIAL AND RENTAL HOUSING</td>
<td></td>
</tr>
<tr>
<td>7. SECTION G: TRANSFER OF OWNERSHIP (CONVEYANCING)</td>
<td></td>
</tr>
<tr>
<td>TOTAL EXCL VAT</td>
<td></td>
</tr>
</tbody>
</table>

NB: ALL PRICES TO EXCLUDING VAT.
THE PROJECT SIZE OF 500 UNITS IS FOR CALCULATION PURPOSES ONLY. RATES APPLICABLE TO THE VARIOUS DISCIPLINES WILL APPLY.

ALL EXPENSES RELATED TO ADMIN SUCH AS TELEPHONE, PRINTING, PAPER, EMAILS ARE NOT PRICED SEPARATELY BUT TAKEN TO BE INCLUDED IN THE BIDDED PRICE AND HOURLY RATES.

EHC RESERVES THE RIGHT TO TERMINATE THE APPOINTMENT AT ANY STAGE, AND THE CONSULTANT WILL BE ENTITLED TO BE REMUNERATED ONLY FOR THE WORK COMPLETED BEFORE RECEIVING THE NOTICE OF TERMINATION.

ESCALATION:

PERIOD ONE (01)
• BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WHICH BASE MONTH BEING THE MONTH OF APPOINTMENT.

PERIOD TWO (02)
• BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD ONE (01)

________________________________________________________________________
Signature of person authorised to sign bid documents

__________________________________________
Name in block letters

__________________________________________ Date
Designation
GENERAL CONTRACTUAL UNDERTAKINGS

QUALITY OF GOODS

Notwithstanding anything to the contrary in this agreement:

1.1 The goods to be supplied under the contract are to be, in all aspects, of the best description and according to the sample and specifications provided.

1.2 In every case the goods shall be subject to the inspection and approval of the CEO or his duly authorised representative, who shall be at liberty to reject them and in cases of such rejection, the Bidder agrees to be bound by the rejection of the CEO or his duly authorised representative.

1.3 In the event of the approval of the goods by the said CEO or his duly authorised representative and if it is later discovered that the goods are in any way defective, the CEO may reject same, in spite of such approval by s CEO or his duly authorised representative.

1.4 Tests and analyses may be made as deemed necessary and the cost thereof shall be borne by the EHC provided that the goods are of the stipulated quality, failing which cost shall be defrayed by the Bidder; the EHC to have the right to deduct such cost from payments due to the Bidder, or otherwise to recover the same from him.

1.5 No second-hand/refurbished materials/parts will be used in the final goods to be delivered by the Bidder, only new materials/parts bearing the SASS mark of quality will be considered.

2 INDEMNITY

2.1 Without prejudice to any of the rights of the EHC arising from any of the provisions of this agreement, the Bidder indemnifies and holds the EHC harmless against all loss, liability, damage, claim, proceeding or expense of any nature whatever (including without limiting the generality of the a foregoing all party and party and attorney and client costs incurred by the EHC) which the EHC may suffer as a result of or which may:

2.1.1 be attributable to-

2.1.1.1 Any liability of the Bidder, whether actual or contingent;

2.1.1.2 Any liability of the Bidder for taxation, for which purpose the terms lltaxationll shall include:

2.1.1.2.1 Normal taxation;

2.1.1.2.2 Value added tax;

2.1.1.2.3 Minimum or secondary taxation on companies;

2.1.1.2.5 All other forms of levies or taxation.

2.1.1.6 Any penalties or interest as a result thereof.
2.2 Arise out of or in the course of or by reason of the Bidders performance in terms of this agreement;

2.3 The Bidder undertakes to indemnify the EHC in respect of all actions, prosecutions or claims of any nature that might be brought in any manner against the Bidder as a consequence of the negligence of the bidder, its employees, members or any persons under its control;

2.4 The Bidder shall not be liable for such liability, loss, damage, claim, proceeding or expense where same was due to any act or neglect of the EHC or any person for whose actions the EHC is legally liable.

3 POWERS OF THE EDC IN THE EVENT OF GOODS BEING DEFECTIVE

3.1 In the event of the goods being defective in quantity or quality, it is agreed that, either-

3.1.1 the CEO shall have power to purchase other goods or make good the deficiency in any manner he may deem fit, and any excess costs so incurred over the contract price, together with all charges and expenses attending the purchase, shall be recoverable from the Bidder; or,

3.1.2 If the EHC so determines, the Bidder shall, at his own expense, replace the affected goods or make good the deficiency at once, or within such period or at such time as the EHC may fix.

3.2 Nothing contained in this clause or with regard to delivery conditions, shall prejudice the power of the EHC in terms of the dispute resolution provisions of this agreement.

4 DELIVERY OF GOODS

4.1 The goods shall be delivered, at the Bidder’s risk and expense, to:

EKURHULENI HOUSING COMPANY
HANOVER BUILDING
CNR HENDRICK POTGITIER & 7AVE
EDENVALE
1609

Such other place in the Municipal Area of the EHC as may be specified and at the time/s and in the manner appointed by the CEO;
EKURHULENI HOUSING COMPANY

PART 1: BUSINESS INFORMATION  *(Mandatory)*

1.1 Registered name of business


Business registration number


NB: Please attach copy of business registration certificate

1.2 Description of principal business


1.3 VAT registration number


Income tax reference number


NB: Please attach copies of the following:
Notice of VAT registration by SARS
Tax clearance certificate issued by SARS

1.4 Address details
Postal:


Physical:


Telephone: (___) __________________ Fax: (___) __________________

Email: ------------------------------
PART 2: BANK DETAILS *(Mandatory)*

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
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<tbody>
<tr>
<td>Name of account</td>
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<td>Name of Bank</td>
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<td>Name of Branch</td>
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<td>Branch code</td>
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<tr>
<td>Account number</td>
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<tr>
<td>Account type</td>
<td>Current/Savings, transmission/Other (specify)</td>
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</tbody>
</table>

**NB:** Please request your Bank to certify the above as correct. Your application may otherwise be disqualified.

Name of bank official Signature
PART 3: PRODUCTS OFFERED *(Mandatory)*

3.1 Did you supply the product(s) to EHC in the past? Y/N

If so, please state particulars as follows:

Name of *product:*-----------------------

Name of *Client:*------------------------

Contact *person:*------------------------

Telephone *number:*-----------------------

3.3 Please indicate(X) the geographical areas where your business has offices/local associates

<table>
<thead>
<tr>
<th>Province</th>
<th>Mark (X)</th>
<th>Province</th>
<th>Mark (X)</th>
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<tbody>
<tr>
<td>Pretoria</td>
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<td>Gauteng</td>
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<td>Kwa-Zulu Natal</td>
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<td>Eastern Cape</td>
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<td>North West</td>
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<tr>
<td>Western Cape</td>
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<td>Free State</td>
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</tbody>
</table>
PART 4: SERVICES OFFERED

4.1 Are you registered with a professional body for the services that you provide? Y/N. If so, please state particulars as follows:

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Contact person</th>
<th>Telephone Number</th>
<th>Membership number</th>
<th>Date of membership</th>
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</table>

Please furnish particulars of specific expertise and experience available in your business, as follows:

<table>
<thead>
<tr>
<th>Field (e.g. Local Government Finance)</th>
<th>Expertise (e.g. Municipal Billing Systems)</th>
<th>Name of consultant</th>
<th>Educational qualifications of consultant</th>
<th>Previous work/projects completed</th>
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PART 5: Equity Ownership *(Mandatory)*

5.1 List all partners, shareholders or members by name, identity number, citizenship, HOI status and ownership as relevant. In the case of a JV, complete an Equity ownership for each JV member.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position occupied in Enterprise (Owner/Manager/Employee)</th>
<th>Identity number</th>
<th>Citizenship</th>
<th>HOI Status</th>
<th>Date of Ownership</th>
<th>% Owned by HOI’s</th>
<th>% Owned by Women</th>
<th>% Owned by Disabled</th>
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*HOI=Historically Disadvantaged Individual*

5.2 Preferential procurement

| Procurement from black owned and empowered enterprise as% of the total amount spent annually on the procure11ent of goods and services |
PART 6: SMME INDICATOR

6.1 Standard Industrial classification

Sector/Sub-Sector

Total Full-time Equivalent of paid Employees

Total Annual Turnover

Total Gross Asset Value* 

Size or Class (Medium, Small, Very Small, Micro) 

*Excluding fixed property

PART 7: DECLARATION OF INTEREST

Do you or any person connected with your business have any relationship (family, friend or other) with a person employed by EHC who may be involved with the Register of Suppliers, the invitation of price quotations/bids and/or the award of contracts?

YES/NO

If so, please furnish particulars of the relationship (mandatory)
PART 8: CONDITIONS

8.1 Applications that are incomplete or which are not accompanied by the documents required in Part 1 of this form will be disqualified.

8.2 Completed application forms should be posted to or delivered by hand at the following address, for the attention of the Supply Chain Management

EKURHULENI HOUSING COMPANY
HANOVER BUILDING
CNR HENDRICK POTGITIER & 7AVE
EDENVALE
1609

8.3 However, EHC reserves the right to consider applications received at any point after the closing date, if this is deemed in the interest of the EHC.

8.4 EHC Supplier/Consultant’s Database Register, when established, will be used mainly for the purpose of identifying businesses that can be approached when price quotations for goods and services are to be invited. The fact that a business has been registered as a supplier does not constitute any contractual relationship between that business and the EHC.

8.5 For procurement above the financial limit applicable to price quotations, as determined from time to time by the National Treasury, EHC will normally invite competitive bids by means of advertisements in the Government Tender Bulletin and the media (press). The onus is on businesses to ensure that they obtain copies of the bidding documents that are available at EHC when bids are being advertised.

8.6 It is the responsibility of a registered supplier to inform EHC immediately in writing of any change in the particulars as stated in the application, especially changes in respect of the HDIIMME status of the business. Should a contract be awarded to a business as a result of Incorrect particulars on the HDIIMME status of that business, EHC shall have the right to, in addition to any other remedy that it may have in terms of the Preferential Procurement Regulations, cancel the contract and to claim damages.

8.7 Registration of a business in EHC Supplier/Consultant's Database Register is valid for a period of twelve months only and should be renewed every twelve months on submission of a renewed form, accompanied by a new original tax clearance certificate issued by SARS. Any changes in the particulars or a failure to provide the necessary documentation as required by EHC will render the application incomplete and invalid. Every supplier is compelled to attach the necessary documentation as required by EHC. Failing which the supplier information is considered incomplete and invalid.
8.8 EHC reserves the right to enter into term contracts with suppliers (instead of inviting price quotations as and when required) where the frequency of procurement of goods or services warrants such an arrangement.

PART 8: CONDITIONS (Cont.) *(Mandatory)*

8.9 EHC furthermore reserves the right to cancel the registration of a business if that business has given incorrect or false information in the application form or any correspondence relating to the application; failed to inform EHC of any change in the particulars as furnished in the application; Failed to comply with the conditions of any contract that might have been awarded to the business; failed to respond to requests for price quotations; or if the business has acted in an improper, fraudulent or corrupt manner.

8.9 It is compulsory to attach the required documents on your application as indicated on section 8.7 (or letter from SARS indicating intention of vat registration).

**INDEX:**

**EKURHULENI HOUSING COMPANY**

GOODS AND SERVICE PROVIDERS REGISTRATION FORM

*NB THIS FIELD IS MANDATORY PLEASE NOTE THAT YOU MUST MARK A MAXIMUM OF 3 JOBS NOT MORE THAN THAT*

Tick inside the block with an X for goods and services you are providing

<table>
<thead>
<tr>
<th>SERVICE TYPE</th>
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<tr>
<td>ACCOUNTING AND AUDITING</td>
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<td>HARDWARE AND BUILDERS SUPPLIERS</td>
<td>H</td>
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<tr>
<td>AUDITING AND COMPUTER CONSULTANT</td>
<td>2</td>
<td>HYGIENE SERVICES</td>
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<tr>
<td>ACCOUNTING AND AUDITING DEVELOPERS</td>
<td>3</td>
<td></td>
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<tr>
<td>ADVERTISING, PROMOTIONS AND BRANDING</td>
<td>4</td>
<td>INDUSTRIAL TOOLS</td>
<td></td>
</tr>
<tr>
<td>AIRCONDITIONING</td>
<td>5</td>
<td>IT SUPPLIERS</td>
<td></td>
</tr>
<tr>
<td>ARCHITECTS</td>
<td>6</td>
<td>IT DEVELOPERS</td>
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<tr>
<td>ALARM SYSTEM</td>
<td>7</td>
<td>INSURANCE SERVICES</td>
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<td>8</td>
<td>INTERIOR DECORATORS</td>
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<tr>
<td>AUCTIONEERS</td>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AUDIO VISUAL EQUIPMENT/HIRE</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>BLINDS AND AWNINGS</td>
<td>77</td>
<td>78</td>
</tr>
<tr>
<td>----</td>
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<td>----</td>
<td>----</td>
</tr>
<tr>
<td>12</td>
<td>BURGLER BARS</td>
<td>79</td>
<td>LANDSCAPING</td>
</tr>
<tr>
<td>13</td>
<td>BUILDING CONTRACTORS</td>
<td>80</td>
<td>LIGHTS MAINTENANCE AND REPAIRS</td>
</tr>
<tr>
<td>14</td>
<td>BUILDING MAINTENANCE</td>
<td>81</td>
<td>LIGHTS AND FITTINGS</td>
</tr>
<tr>
<td>15</td>
<td>BUILDING MATERIALS AND HARDWARE BUSINESS</td>
<td>82</td>
<td>LOCKSMITH</td>
</tr>
<tr>
<td>16</td>
<td>COMBINATION BADGES</td>
<td>83</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>BAR CODE AND MAGNETIC CARDS</td>
<td>84</td>
<td>MOTOR VEHICLE REPAIRS</td>
</tr>
<tr>
<td>18</td>
<td>BADGES</td>
<td>85</td>
<td>MAILING SERVICES</td>
</tr>
<tr>
<td>19</td>
<td>BAR CODE AND MAGNETIC CARDS</td>
<td>86</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>BOOKS</td>
<td>87</td>
<td>OFFICE</td>
</tr>
<tr>
<td>21</td>
<td>BUSINESS STRATEGY DEVELOPMENT</td>
<td>88</td>
<td>MAINTENANCE</td>
</tr>
<tr>
<td>22</td>
<td>BUSINESS TRAINING AND SKILLS SERVICES</td>
<td>89</td>
<td>OFFICE FURNITURE</td>
</tr>
<tr>
<td>23</td>
<td>CATERING</td>
<td>90</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>CONFERENCES AND EVENTS</td>
<td>91</td>
<td>PRINTING AND STATIONERY</td>
</tr>
<tr>
<td>25</td>
<td>CARPET CONTRACTORS</td>
<td>92</td>
<td>PLUMBER CONTRACTORS</td>
</tr>
<tr>
<td>26</td>
<td>CARPET CLEANING</td>
<td>93</td>
<td>PAINTING CONTRACTORS</td>
</tr>
<tr>
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<td>CARPENTRY</td>
<td>94</td>
<td>PAINT SUPPLIERS</td>
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<td>28</td>
<td>COURIER SERVICES</td>
<td>95</td>
<td>PARTITIONING</td>
</tr>
<tr>
<td>29</td>
<td>CLEANING SERVICES</td>
<td>96</td>
<td>PEST CONTROL AND HYGIENE</td>
</tr>
<tr>
<td>30</td>
<td>COMPUTER CONSULTANT/EQUIPMENT</td>
<td>97</td>
<td>PROPERTY DEVELOPERS PAVING</td>
</tr>
<tr>
<td>31</td>
<td>CABINET MAKERS</td>
<td>98</td>
<td>CONTRACTORS</td>
</tr>
<tr>
<td>32</td>
<td>CARTRIDGES</td>
<td>99</td>
<td>PLAN DRAWING SERVICES</td>
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<td>CLEANING CHEMICALS</td>
<td>100</td>
<td>PLASTERING CONTRACTORS</td>
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<td>CONSTRUCTION CONSULTANT</td>
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<td>PUBLISHERS</td>
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<td>PROJECT MANAGEMENT</td>
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<td></td>
</tr>
<tr>
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<td>CONSULTING: BUSINESS SKILLS</td>
<td>102</td>
<td>PLANT RENTAL AND MAINTENANCE</td>
</tr>
<tr>
<td>37</td>
<td>CONSULTING: CIVIL ENGINEERS/MECHANICAL</td>
<td>103</td>
<td>Q</td>
</tr>
<tr>
<td>38</td>
<td>CONSULTING: INSURANCE</td>
<td>104</td>
<td>QUANTITY SURVEYING</td>
</tr>
<tr>
<td>39</td>
<td>CONSULTING: PROPERTY DEVELOPERS</td>
<td>105</td>
<td>R</td>
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<tr>
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<td>106</td>
<td>ROOFING</td>
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<td>41</td>
<td>DRAIN CLEANING SERVICES</td>
<td>107</td>
<td>REFUSE COLLECTOR</td>
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<td>DRAIN CLEANING SERVICES</td>
<td>108</td>
<td>RENTING EQUIPMENT</td>
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<tr>
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<td>ENGINEER</td>
<td>109</td>
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<td>ELECTRICIAN</td>
<td>110</td>
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<td>45</td>
<td>ELECTRICAL APPLIANCE</td>
<td>111</td>
<td>STATIONERY OFFICE BASIC</td>
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<td>46</td>
<td>ENVELOPES</td>
<td>112</td>
<td>STEEL CONTRACTOR</td>
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<td>ESTATE AGENCIES AND CONSULTANTS</td>
<td>113</td>
<td>SAFETY EQUIPMENT</td>
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<td>EVACUATION SYSTEM</td>
<td>114</td>
<td>SIGNAGE</td>
</tr>
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<td>EVENT SPECIALIST</td>
<td>115</td>
<td>T</td>
</tr>
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<td>116</td>
<td>TILING CONTRACTOR</td>
</tr>
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<td>FURNITURE FITTINGS</td>
<td>117</td>
<td>TRAINING AND RECRUITMENT</td>
</tr>
<tr>
<td>52</td>
<td>FURNITURE SUPPLIERS</td>
<td>118</td>
<td>TELEPHONES/CELLULAR SERVICES</td>
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<td>53</td>
<td>FENCING CONTACTOR</td>
<td>119</td>
<td>TEAM BUILDING</td>
</tr>
<tr>
<td>54</td>
<td>FIRST AID SUPPLIER AND EQUIPMENT</td>
<td>120</td>
<td>TOILET PAPER SALES</td>
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<tr>
<td>55</td>
<td>ROOFING</td>
<td>121</td>
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<tr>
<td>56</td>
<td>FLAGS AND MAPS</td>
<td>122</td>
<td>W</td>
</tr>
<tr>
<td>57</td>
<td>FLOORING CONTRACTORS</td>
<td>123</td>
<td>WINDOW SUPPLIERS</td>
</tr>
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<td>58</td>
<td>FRANKING MACHINES</td>
<td>124</td>
<td>WINDOW FITTING AND</td>
</tr>
<tr>
<td>59</td>
<td>FURNITURE REMOVAL</td>
<td>125</td>
<td>GLASS WELDING</td>
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<td>126</td>
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<td>WEBSITE MANAGEMENT AND SUPPORT</td>
<td>127</td>
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<tr>
<td>62</td>
<td>Gardening and Cleaning Services</td>
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<td>63</td>
<td>Gardening and Cleaning Equipment</td>
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<tr>
<td>64</td>
<td>Gates and Fences</td>
<td></td>
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<td>65</td>
<td>Glazing</td>
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<td>Government Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>128</td>
<td>Uniforms</td>
<td></td>
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</tr>
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<td>129</td>
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</tr>
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<td>Valuation Service</td>
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<td>Vehicle Maintenance Spares</td>
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**Mandatory Requirements Please Attach the Following**

1. Supplier Registration Form
2. Company Registration (CK1, CK2)
3. Valid Original Tax Clearance (Not Expired)
4. Bank Details (Statement or Cancelled Cheques)
5. Company Profile
6. Id Copies of Member (Certified Copies)
7. Compliance Certificate (BBBEE)
8. Municipal Account/Lease
1. No bid will be accepted from persons in the service of the state.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number: ........................................................................................................

3.3 Position occupied in the Company (director, trustee, shareholder): ....................

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

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

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

3.9.1 If yes, furnish particulars .................................................................

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

3.10.1 If yes, furnish particulars.
3.11 Are you, aware of any relationship (family, friend, other) between Any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?  

3.11.1 If yes, furnish particulars

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?  

3.12.1 If yes, furnish particulars.

3.13 Are any spouse, child or parent of the company's director's trustees, managers, principle shareholders or stakeholders in service of the state?  

3.13.1 If yes, furnish particulars.

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?  

3.14.1 If yes, furnish particulars:

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>State Employee Number</th>
</tr>
</thead>
</table>

Signature          Date

Capacity          Name of Bidder
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
   a. abused the institution's supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. Failed to perform on any previous contract.

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

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <em>audi alteram partem</em> rule was applied).</td>
<td>Yes</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon &quot;Register for Tender Defaulters&quot; or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</td>
<td>Yes</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
</tr>
</tbody>
</table>
4.4.1 If so, furnish particulars:

SBD8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)............................................, CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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.

Signature  Date

Position  Name of Bidder
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids invite

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). Collusive bidding is *ape se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   a. Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD 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 (SBD 9) must be completed and submitted with the bid:

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

   1 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 Institution) ____________________________________________

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

3
2. 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.

3. 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.

Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in activity for the execution of a contract.
(vi) The following accounts of the bidding entity has reference:

Are you or have you rented property from Ekurhuleni Housing Company

YES/NO

IF YES please complete the information below

**EHRC REFERENCE NUMBER** .................................................................

**IDENTITY NUMBER** ........................................................................

**UNIT NUMBER** ............................................................................

Please attached latest rental YES/NO

Signed at........................................this................day of ....................... 20 ...

Name of Duly Authorised Signatory: (Please print)______________

Authorised Signature: ............................................................... .

As witness: 1................................................................. .

2................................................................. .