

**CONTRACT DOCUMENT**

FOR THE

**PROVISION OF PROFESSIONAL SERVICES FOR THE
PRELIMINARY INVESTIGATION, DESIGN, TENDER
DOCUMENTATION, ADMINISTRATION AND
CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING
SERVICES FOR THE UPGRADING OF ENKANINI
INFORMAL SETTLEMENT, KHAYELITSHA**

(RETURABLE DOCUMENT)

NOTE:

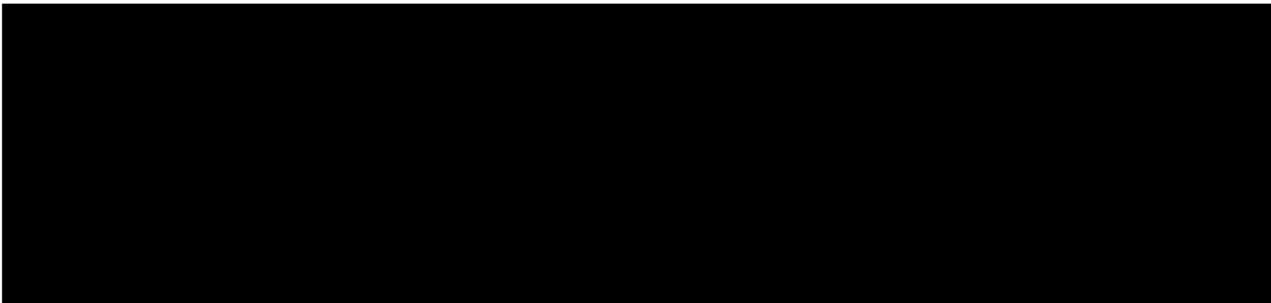
- The Form of Offer and Acceptance (C1.1) is on page 60 of this document (see also Clause F.4.4 Invalid tenders on page 19).
- Table 1: Tender Preference Claim (B-BBEE contribution) is on page 57 of this document.

ISSUED BY:**DIRECTOR : INFORMAL
SETTLEMENTS &
BACKYARDERS
CITY OF CAPE TOWN**
Tower Block, Civic Centre
12 Hertzog Boulevard
Cape Town

For official use

TENDER SERIAL No.:**SIGNATURES OF CITY OFFICIALS
AT TENDER OPENING**

March 2017




19 April 2017

2nd Floor (Concourse Level)
Civic Centre, 12 Hertzog Boulevard
Cape Town

Attention: 

Dear Sir,

**PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA _
288C/2016/17**

Enclosed please find all requested documentation in response to the invitation as advertised.

We trust that our submission will satisfy your request and are available at short notice to respond to any queries you may have.

Yours sincerely




Bids Manager



CITY OF CAPE TOWN

INFORMAL SETTLEMENTS & BACKYARDERS
CONTRACT NO. 288C/2016/17

PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

General Tender Information

TENDER ADVERTISED	:	17 March 2017
CLARIFICATION MEETING	:	11h00 on 4 April 2017 (Compulsory)
VENUE FOR CLARIFICATION MEETING	:	Offices of the City of Cape Town, INFORMAL SETTLEMENTS AND BACKYARDERS Department, 21st th Floor, Civic Centre, Hertzog Boulevard, Cape Town, Boardroom 1
CLOSING DATE	:	24 April 2017
CLOSING TIME	:	10h00
CLOSING VENUE	:	Tender Box 152 at the Tender Submission Office, 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town

TENDER BOX 152:

The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.

If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed

CITY OF CAPE TOWN

INFORMAL SETTLEMENTS AND BACKYARDERS

CONTRACT NO. 288C/2016/17

PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

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CITY OF CAPE TOWN

INFORMAL SETTLEMENTS AND BACKYARDERS

CONTRACT NO. 288C/2016/17

PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

T1.1 Tender Notice and Invitation to Tender

The CITY OF CAPE TOWN, INFORMAL SETTLEMENTS AND BACKYARDERS invites tenders for TENDER NO. 288C/2016/17: PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA.

Tenderers must be registered on the Supplier Databases as described in the tender conditions.

Tenderers who are not registered on these Supplier Databases are not precluded from submitting tenders, but must however be registered upon being requested to do so in writing and within the period contained in such a request.

Preferences are offered to tenderers who tender in accordance with the Preferential Procurement Regulations, 2011.

The physical address for collection of tender documents is:

Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

Documents may be collected during working hours between 08:30 –15:00 from **17 March 2017**

A non-refundable tender fee of R100.00 payable by crossed cheque made out in favour of the City of Cape Town is required on collection of the tender documents.

Queries relating to any issues in these documents may be addressed to Mr D Rangolie, Tel No. 021 400 9423, e-mail diaan.rangolie@capetown.gov.za.

A compulsory clarification meeting with representatives of the Employer will be held on **4 April 2017 at 11h00** at the offices of the City of Cape Town, **INFORMAL SETTLEMENTS & BACKYARDERS Department**, 21st Floor, Civic Centre, Hertzog Boulevard, Cape Town, Boardroom 1.

The closing time for receipt of tenders is **10h00** on **24 April 2017**.

Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that has been issued. Printed Activity Schedules, in the same format (that is, layout, scheduled items and quantities) as those issued electronically by the Employer upon request, may be submitted as stated in the Tender Data.

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

CITY OF CAPE TOWN

INFORMAL SETTLEMENTS AND BACKYARDERS

CONTRACT NO. 288C/2016/17

PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause number	Tender Data
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F.1	General
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F.1.1	Actions
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Add the following:

The Employer is the City of Cape Town, represented by the Director: Informal Settlements and Backyarders

F.1.2	Tender Documents
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Add the following:

The following documents form part of this tender:

1. The Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015) as published by the Construction Industry Development Board. Tenderers must obtain copies at their own cost from the Construction Industry Development Board Pretoria, Tel. (012) 343 7136 or (012) 481 9030, Fax: (012) 343 7153, e-mail: cidb@cidb.org.za.
2. The relevant sections as described in the Scope of Services of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015 as gazetted in Government Gazette No. 39480, 4 December 2015.
3. While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, the 2014/15 Housing Subsidy Quantum of the Western Cape Provincial Government and the Guideline Scope of Tariff of Fees from the National Department of Human Settlements Directorate, detailing a cost breakdown for Subsidised Housing Policy Framework and Programme Guidelines, is a useful document that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable. A copy of this document is available from the Employer's representative, upon request.
4. The City of Cape Town's Example CIDB document for Civil Contracts (SCM 515), latest version, obtainable on request from the Employer.
5. This tender document (which may also be obtained in electronic format – or parts thereof – in terms of F4.10) issued by the Employer (TENDER NO. 288C/2016/17: PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA), in which is bound:

The Tender

Part T1: Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable Documents

T2.1 List of returnable documents

T2.2 Returnable schedules

The Contract

Part C1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Occupational Health and Safety Agreement

Part C2: Pricing data

C2.1 Pricing Assumptions

C2.2 Activity Schedule

Part C3: Scope of work

C3.1 Scope of Work

C3.2 Annexes

Part C4: Site information

C4.1 Site information

This document must be returned to the Employer, completed in all respects, together with any additional supporting documentation required, in terms of submitting a tender offer.

6. Drawings

F.1.4 Communication and employer's agent

Add the following:

Attention is drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's agent, for the purposes of any communication between the employer and tenderer, is:

Name: Mr D. Rangolie

Postal address: INFORMAL SETTLEMENTS & BACKYARDERS Department

PO Box 298

Cape Town, 8000

Tel: 021 400 9423

Fax: 021 400 5678

E-mail: diaan.rangolie@capetown.gov.za

F.1.6.2 Competitive negotiation procedure

Add the following to F.1.6.2

A competitive negotiation procedure will not be followed.

F.1.6.3 Proposal procedure using the two-stage system

Add the following to F.1.6.3

A two-stage system will not be followed.

F.2 Tenderer's obligations

F.2.1 Eligibility

Add the following to F.2.1.1

F.2.1.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

F.2.1.1.1 City of Cape Town Supplier Database Registration

Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the City of Cape Town's Vendor Database may collect registration forms from the Supplier Management Unit located within the Tender Distribution Office,

2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to "Supplier registration").

F.2.1.1.1.A National Treasury Web Based Central Supplier Database (CSD) Registration

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

F.2.1.1.2 Local office

In order to be considered for an appointment in terms of this tender, tenderers must have an office in the Cape Town Municipal area, through which all communication with the employer will flow, and where the majority of work in terms of this tender will be carried out. The address of the local office must be indicated on Schedule 1, Part T2.2: Returnable Schedules, and which will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission.

F.2.1.1.3 Key personnel

In order to be considered for an appointment in terms of this tender, the tenderer must have the following key personnel in its permanent employment at the close of tender. Alternatively, a signed undertaking from a specialist consultant/firm having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to Schedule 9, Part T2.2: Returnable Schedules.

Unless otherwise indicated below different individuals must be identified for each of the key personnel listed below and on Schedule 9.

- a) A **Project Manager** with at least a bachelor's degree qualification in the built environment, and at least 10 (ten) years verifiable post graduate experience in the management of planning and implementation of municipal civil engineering services for residential developments who will assume full contractual responsibility with the employer and full responsibility for the professional team and all the work carried out in terms of this tender, which is primarily assembling, managing and driving the professional team. The Project Manager must be a member of a relevant and recognised professional body or institute and must provide current proof in this regard.

The Project Manager must currently be registered with a relevant professional body, e.g. South African Council for Project and Construction Management Professionals (SACPCMP), Engineering Council of South Africa (ECSA) etc. The registration numbers of these individuals must be indicated on Schedule 9, Part T2.2: Returnable Schedules. The Curriculum Vitae and proof of registration of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to Schedule 9. Key personnel will be expected to operate out of the local office, as the exigencies of this project require.

- b) An Engineering Council of South Africa (ECSA) registered **Professional Civil Engineer (Pr Eng/Pr Tech Eng)** with at least 10 (ten) years verifiable post graduate experience in the design and construction of large scale Municipal civil engineering services pertaining to municipal infrastructure developments. Possesses a NQF 7 EPWP certification (Labour Intensive Construction Methodology), who will be responsible for all civil infrastructure, planning, design and implementation work carried out in terms of this tender.
- c) An Engineering Council of South Africa (ECSA) registered **Electrical Engineer (Pr Eng/Pr Tech Eng)** with at least 7(seven) years verifiable post graduate experience in municipal infrastructure developments regarding electrical infrastructure planning, design and implementation and who will be responsible for all work carried out in terms of this tender.

- d) A **Social Facilitator** with at least ten years' experience dealing with communities during design and construction of housing projects. Must be able to read, write and communicate strongly in isiXhosa and English and Afrikaans.
- e) A **competent Beneficiary Administrator** with at least 5 (five) years verifiable experience in housing processes, who will be responsible for all Beneficiary Administration services required in terms of this tender.

Where required, the professional registration numbers of the key personnel must be indicated on Schedule 9, Part T2.2: Returnable Schedules. The *curriculum vitae* of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to Schedule 9.

Key personnel will be expected to operate out of the local office, as the exigencies of this project require.

F.2.1.1.4 **Support resources**

The **Project Manager** must have access to and be familiar with **project management programming software**. Details of the software package or packages that will be used must be indicated on Schedule 10, Part T2.2: Returnable Schedules.

The **Civil Engineer** must have access to, and familiarity with, civil services design software package that is capable of modelling the various elements of the civil engineering services. Details of the software package or packages that will be used must be indicated on Schedule 10, Part T2.2: Returnable Schedules.

F.2.1.1.5 **Professional Indemnity Insurance**

The employer shall not award a contract to any tenderer that does not hold valid Professional Indemnity (PI) insurance providing cover in an amount of not less than R150 000 000 in respect of each and every claim during the period of insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the Tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be submitted with the tender, appended to Schedule 11, Part T2.2: Returnable Schedules.

Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.

F.2.1.1.6 **Track record of tenderer**

In order to be considered for an appointment in terms of this tender, the tenderer must have successfully completed at least five municipal civil engineering services for residential development projects in the past 15 years of which two must have been a large scale project (1000 or more erven)

F.2.1.1.7

Minimum score for quality

In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for quality as stated below.

The description of the quality criteria and the maximum possible score for each is shown in the table below. The score achieved for quality will be the sum of the scores achieved for the individual criteria.

Description of quality criteria	Maximum possible score
Track record of tenderer	20
Proposed work plan (approach and methodology)	20
Specific experience of key personnel	40
Availability/allocation of Resources	15
ISO 9001 : 2008 Certification	5
Maximum possible score	100

The minimum score for quality is 60. Tenderers that fail to achieve the minimum score for quality will be rejected.

A more detailed explanation of the quality criteria is given below:

Track Record (Civil Engineering Infrastructure)

Tenderers must list, on Schedule 12, Part T2.2, Returnable Schedules, all municipal civil engineering services projects (the analysis and design of new and remedial works) that have been successfully completed by the tenderer in the past 15 years, or that are underway at present. Up to 20 score points will be awarded according to the number and nature of projects listed, with the applicable values as follows:

- a) Five or more municipal civil engineering services for residential development projects with 2 large projects 1000 or more erven) = 5 points
- b) Five or more municipal civil engineering services for residential development projects with three large projects 1000 or more erven) = 10 points
- c) Five or more municipal civil engineering services for residential development projects with four large projects 1000 or more erven) = 15 points
- d) Five or more municipal civil engineering services for residential development projects with 5 or more large projects 1000 or more erven) = 20 points

Note: Where the entity tendering is a joint venture a score for track record will be awarded to each party to the joint venture, which will then be combined in proportion to the percentage contribution of each party to the joint venture.

Proposed work plan

A proposed work plan must be provided with the tender submission, attached to Schedule 13, Part T2.2: Returnable Schedules, which must be of sufficient detail (but preferably not more than 5 pages in length) to indicate that the project brief has been understood. That is, tenderers must show that they have appreciated the brief and have good insight as to what actions or activities are required and what challenges are to be overcome (the key issues), and indicate the approach and methodology that they intend following in order to reach the required outcome. Up to 20 score points for this aspect of the tender submission will be awarded, with the applicable values as follows:

- a) Identification of key issues – up to 10 points
- b) Approach to/methodology for resolving key issues – up to 10 points].

Description	Highest Scoring Options		
1. Identification of project brief and key issues pertaining to the execution of the Project	Good (10 points)	Fair (6 point)	Poor (1 points)
2. Approach to/methodology for resolving key issues as mentioned above	Good (10 points)	Fair (6 points)	Poor (1 point)

Specific experience of key personnel

The key personnel will each be awarded up to points for specific experience which is relevant to this particular project. The overall score for this criterion will be sum of the scores for each of the key personnel, with the applicable values as follows:

a) Project Manager

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
1. Experience of Project Manager	Project Managed municipal civil engineering services projects not exceeding 500 erven	2
	Project Managed municipal civil engineering services projects between 501 and 750 erven	4
	Project Managed municipal civil engineering services projects between 751 and 1000 erven.	7
	Project Managed municipal civil engineering services projects exceeding 1000 erven.	10

b) Civil Engineer

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
1. Experience of assigned Civil Engineer	Civil Engineering services for municipal civil engineering services projects not exceeding 500 erven	2
	Civil Engineering services for municipal civil engineering services projects between 501 and 750 erven	4
	Civil Engineering services for municipal civil engineering services projects between 751 and 1000 erven.	6

		Civil Engineering services for municipal civil engineering services projects exceeding 1000 erven.	9
c) Electrical Engineer			
Scoring Chart for Specific Key Personal			
Description	Highest Scoring Option	Score	
4. Experience of assigned Electrical Engineer	Electrical Engineering services for municipal civil engineering services projects not exceeding 500 erven	2	
	Electrical Engineering services for municipal civil engineering services projects between 501 and 750 erven	3	
	Electrical Engineering services for municipal civil engineering services projects between 751 and 1000 erven.	5	
	Electrical Engineering services for municipal civil engineering services projects exceeding 1000 erven.	7	
d) Social Facilitator			
Scoring Chart for Specific Key Personal			
Description	Highest Scoring Option	Score	
2. Experience of assigned Social Facilitator	Social Facilitation services for municipal civil engineering services projects not exceeding 500 erven.	2	
	Social Facilitation services for municipal civil engineering services projects between 501 and 750 erven.	3	
	Social Facilitation services for municipal civil engineering services projects between 751 and 1000 erven.	5	

	Social Facilitation services for municipal civil engineering services projects exceeding 1000 erven.	7
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e) Beneficiary Administrator

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
1. Experience of assigned Beneficiary Administrator (The Tenderer)	Beneficiary administrative services for municipal civil engineering services projects not exceeding 500 erven.	2
	Beneficiary administrative services for municipal civil engineering services projects between 501 and 750 erven.	3
	Beneficiary administrative services for municipal civil engineering services projects between 751 and 1000 erven.	5
	Beneficiary administrative services for municipal civil engineering services projects exceeding 1000 erven.	7

Tenderers are urged to ensure that the Curriculum Vitae provided in respect of the key personnel contain details of all relevant experience.

Availability/allocation of Resources

Tenderers must indicate what resources, other than the key personnel listed in clause F.2.1.1.3 above, they have at their disposal and intend allocating to this project as and when required. These resources

are equipment, hardware and software and support staff. Hardware and software resources shall be

listed on Schedule 10 part T2.2, returnable schedule. All support staff shall be listed on Schedule 16,

Part T2.2: Returnable Schedules. Up to 15 score points will be awarded for the appropriate allocation of

resources and support staff, over and above the key personnel listed, with the applicable values as follows:

a) Staff Compliment – Up to 10 points

b) Hardware and Software – Up to 5 points

STAFF COMPLIMENT	
Description	Highest Scoring Option
1. 1 to 5 Support Staff Compliment	3
2. 6 to 10 Support Staff Compliment	6
3. 10 or more Support Staff Compliment	10

HARDWARE AND SOFTWARE COMPLIMENT**Description****Highest Scoring Option**

1. CAD or similar software package or similar
2. MS Project software package or similar
3. Civil Engineering Design software package or similar
4. A4 to A0 Printing hardware package or similar
5. Overhead project hardware package or similar

Up to 5 points

ISO 9001: 2008 Certification

Tenderers who are certified as being compliant to the International Organization for Standardization's ISO 9001: 2008 quality management standard, will be awarded 5 score points. Proof of certification must be attached to Schedule 14, Part T2.2: Returnable Schedules in order to qualify for these points.

Note: Where the entity tendering is a joint venture, the 5 points available for ISO Certification will only be awarded to the tenderer if the party that will take responsibility for the civil engineering design is ISO 9001: 2008 certified.

- F.2.7 Clarification meeting**
Add the following:
 A compulsory clarification meeting will be held on **4 April 2017 at 11h00** at the offices of the City of Cape Town, **INFORMAL SETTLEMENTS & BACKYARDERS** Department, 21st Floor, Civic Centre, Hertzog Boulevard, Cape Town, Boardroom 1.
- F.2.10.3 Price variations**
 Tenderers are referred to Clauses 3.9.3 and 3.16.2 in Part C1.2: Contract Data and to Part C2.1: Pricing Assumptions in the Pricing Data regarding contract price adjustment, as applicable.
- F.2.13 Submitting a tender offer**
Add the following to F.2.13.1
 F.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.
- Add the following to F.2.13.2:*
 F.2.13.2 Printed Activity Schedules, in the same format (that is, layout, scheduled items and quantities) as those issued electronically by the Employer on request, may be submitted in terms of F.4.10 c).
- Add the following to F.2.13.3*
 F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.
- Add the following after the first sentence of F.2.13.4:*
 F.2.13.4 The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
- Add the following to F.2.13.5:*
 F.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:
- Location of tender box: Tender Box 152.
 Physical address: Tender Submission Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
 Identification details: Tender number: 288C/2016/17
 Title of tender : **PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA**
- Name and address of tenderer: (to be inserted by tenderer)
- Sealed tenders with the Tenderer's name and address and the endorsement "**TENDER NO. 288C/2016/17: PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.
- Add the following to F.2.13.6:*
 F.2.13.6 A two-envelope procedure will not be followed.
- Add the following sub-clause after F.2.13.9:*
 F.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.
- F.2.15 Closing time**
Add the following to F.2.15.1:
 F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
- F.2.16 Tender offer validity**
Add the following to F.2.16.1:
 F.2.16.1 The tender offer validity period is **12 weeks (84 days)**. Tenderers are also referred to F.4.11 in respect of the Section 33 process.

- Replace sub-clause F.2.16.2 with the following:*
- F.2.16.2** Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer.
- Any further conditions introduced by the tenderer will be considered at the sole discretion of the Employer.
- F.2.17 Clarification of tender offer after submission**
Add the following:
 A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification.
- F.2.18 Provide other material**
Delete the following word in F.2.18.1:
- F.2.18.1** notarized
- Add the following to F.2.18.1:*
 Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT exceeds R 10 million:
- audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
 - a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
 - particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
 - a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.
- Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.
- F.2.23 Certificates**
Add the following:
 The tenderer is required to submit the following:
- F.2.23.1 Evidence of tax compliance**
- Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the Compulsory Enterprise Questionnaire.
- Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.
- Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order.
- F.2.23.2 Broad-Based Black Economic Empowerment Status Level Documentation**
 In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates or sworn affidavits, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.
- Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes of Good Practise Generic Scorecard** unless in possession of a valid sector certificate.

The tenderer shall indicate in **Section 4 of the Preference Schedule** the **Level of Contribution** in respect of the enterprise status or structure of the tendering entity (the supplier).

F.3 The Employer's undertakings

F.3.2 Issue Addenda

Add the following:

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

F.3.4 Opening of tender submissions

Add the following to F.3.4.1:

F.3.4.1 The time and location for opening of the tender offers is:

Time: Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.

Location: Tender Submission Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

F.3.8 Test for responsiveness

Replace sub-clause F.3.8.1 with the following:

F.3.8.1 Determine, after opening and before detailed evaluation, whether all tender offers (in terms of a preliminary ranking) properly received:

- a) complies with the requirements of the Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

Add the following two sub-clauses after F.3.8.2:

F.3.8.3 Tenders will be considered non-responsive if, inter alia:

- a) the tenderer does not comply with the eligibility criteria listed in F.2.1 above;
- b) the tenderer has failed to clarify, or submit any supporting documentation within the time for submission stated in the employer's written request;
- c) the tenderer tenders a percentage fee on a sliding scale;
- d) the tenderer has failed to achieve the minimum score for quality as stated in F.2.1.1.7.

Tenders may also be declared non-responsive if it is determined on reasonable grounds or evidence that the tenders are submitted by:

- e) tenderers who, notwithstanding having submitted duly completed certificates of independent tender determination (Returnable Schedule 2), are nevertheless deemed to have knowledge of the contents of any other tenderer's offer;
- g) tenderers in a horizontal relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 4(1)(a) of the Competitions Act, 89 of 1998;
- h) tenderers who are presumed to be firms engaged in a restrictive horizontal practice as contemplated in section 4(1)(b) read with section 2 of the Competitions Act, 89 of 1998;
- l) tenderers in a vertical relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 5(1) of the Competitions Act, 89 of 1998.

F.3.8.4 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Add the following:

The Employer shall adopt the following procedure when evaluating tender submissions:

- Step 1** (Only applicable where a minimum score for quality has been prescribed as a eligibility criterion). Evaluate all valid tender submissions in order to determine whether or not the minimum score for quality has been achieved. A tender will only be considered further if it achieves the required minimum quality score.

- Step 2 Conduct a preliminary ranking using **Method 2 Financial Offer and Preference** in accordance with F.3.11.3 a), b) and c) (excluding any tenders eliminated in Step 1)
- Step 3 Test three highest preliminary ranked tender offers for responsiveness, and reject any found to be non-responsive. Test additional tenders if necessary to ensure that a detailed evaluation of at least three responsive tenders is carried out, with Pm in Formula 2 (Option 1) (refer to F.3.11.7 below) being the most favourable comparative offer of the three.
- Step 4 Carry out a detailed evaluation of all of the highest preliminary ranked responsive tender offers as determined in Step 3.
- Step 5 Complete final ranking of tender offers and make a recommendation for award in accordance with F.3.11.3 c), d) and e). Note that, unless determined otherwise, all tender offers shall be deemed to be responsive and shall be included in the final ranking of tenders.

F.3.11.3 Method 2: Financial offer and preferences

Add the following to F.3.11.3 d):

Such reasons (objective criteria) include whether the recommended tenderer:

- a) has demonstrated that it has the necessary resources and skills required to fulfil its obligations in terms of the tender document;
- b) poses any commercial or legal risk to the City;
- c) is currently subject to action in accordance with the policy for combating abuse of the Supply Chain Management System.

F.3.11.7 Scoring Financial Offers

Add the following:

The financial offer will be scored using Formula 2 (Option 1) where the value of W_1 is 90 points

F.3.11.8 Scoring Preferences

Add the following:

Points will be awarded to tenderers who are eligible for preferences in terms of the **Preference Schedule** (where preferences are granted in respect of B-BBEE contribution) which is included in T2.2 Returnable Schedules.

The terms and conditions of the **Preference Schedule** shall apply in all respects to the tender evaluation process and any subsequent contract.

Points for Preference

A maximum of 100 minus W_1 tender evaluation points will be awarded for preference to tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.

The Tenderer shall indicate on the **Preference Schedule** his or her company/firm/entity's B-BBEE status level of contributor.

Up to 10 tender evaluation points (N_p) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

Exempted Micro Enterprises (EMEs)

Black Ownership	Deemed B-BBEE Status Level of Contributor	Number of Points (N _p)
less than 51%	4	5
at least 51% but less than 100%	2	9
100%	1	10

Qualifying Small Enterprises (QSEs)

Black Ownership	Deemed B-BBEE Status Level of Contributor	Number of Points (N _p)
at least 51% but less than 100%	2	9
100%	1	10

B-BBEE Status Level of Contributor	Number of Points (N _p)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor ¹	0

¹ A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor, or who is not verified in terms of the applicable Codes of Good Practice.

Add the following new sub-clause after F.3.11.9:

F.3.11.10

Risk Analysis

The employer will perform a risk analysis in respect of the following:

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the employer reserves the right to consider a tenderer's existing contracts with the City of Cape Town in this regard

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the employer that he/she has the resources and skills required.

F3.13

Acceptance of tender offer

Add the following to F.3.13:

F.3.13.1

Tender offers will only be accepted if:

- the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an original valid Tax Clearance Certificate issued by SARS;
- the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 as a person prohibited from doing business with the public sector;
- the tenderer has not:
 - abused the Employer's Supply Chain Management System; or
 - failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months;
- the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.13.2

Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

F.3.13.2.1

Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

F.3.13.2.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
- i) Must be in writing
 - ii) It must set out the reasons for the appeal
 - iii) It must state in which way the Appellant's rights were affected by the decision;
 - iv) It must state the remedy sought; and
 - v) It must be accompanied with a copy of the notification advising the person of the decision

F.3.13.2.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

F.3.13.2.4 All requests referring to this clause must be submitted in writing to:

**The City Manager - C/o the Manager: Statutory Compliance Unit, Legal Services Department,
Corporate Services and Compliance Directorate**

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 086 2029981 or 021 400 5830

Via email at: MSA.Appeals@capetown.gov.za

F.3.16 Notice to unsuccessful tenderers

Replace the heading above with:

Notice to successful and unsuccessful tenderers

Add the following to F.3.16.1:

- F.3.16.1** Before accepting the tender of the successful tenderer the Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice, and only once the processes described in F.3.13.2 and F.3.13.3 above have been completed can the Employer sign the Acceptance part of the Form of Offer and Acceptance.

F.3.16.2 *Replace sub-clause F.3.16.2 with the following:*
The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

F.3.17 **Provide copies of the contract**
Add the following:
The number of paper copies of the signed contract to be provided by the Employer is one.

F.4 Additional Conditions of Tender

The additional conditions of tender are:

F.4.1 Compliance with Occupational Health and Safety Act 1993
Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. Tenderers are to note that the Service Provider is required to ensure that all sub-consultants/sub-contractors or others engaged in the performance of this contract also comply with the above requirements.

F.4.2 Claims arising after submission of tender
No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any tender and the Tenderer shall be deemed to have:

- read and fully understood the whole text of the Contract Data, Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- visited the site of any proposed works.
- requested the Employer or his duly authorised agent to make clear the actual requirements of anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
- received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.

F.4.3 Imbalance in tendered rates
In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may reject the Tender.

F.4.4 Invalid tenders
Tenders shall be considered invalid by the Bid Evaluation Committee if:

- the tender offer (including the tender price/amount) is not submitted on the Form of Offer and Acceptance (form C1.1, Part C1: Agreements and Contract Data);
- the returnable document is not completed in non-erasable handwritten, or printed, ink or toner;
- the Form of Offer and Acceptance has not been signed with an original signature;
- the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is Indecipherable;
- in a two envelope system, the tenderer fails to submit a separately sealed financial offer.

F.4.5

Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the Employer may terminate the negotiations and invite the next ranked tenderer for negotiations. The original preferred tenderer will be informed of the reasons for termination of the negotiations. Once negotiations are commenced with the next ranked tenderer, the Employer will not re-open earlier negotiations.

Minutes of any such negotiations shall be kept for record purposes.

F.4.6

General supply chain management conditions applicable to tenders

In terms of its Supply Chain Management Policy the Employer may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Employer with that provider's:
 - i) full name;
 - ii) identification number or company or other registration number; and
 - iii) tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - i) the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - ii) if the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or
 - iii) whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months.
- c) has attended a compulsory clarification meeting, where applicable.

Irrespective of the procurement process followed, the Employer is prohibited from making an award to:

- d) a person who is in the service of the state;
- e) a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
- f) an advisor or consultant contracted with the Employer; or
- g) a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity. "Involved with the bid specification committee" includes where a person, advisor or corporate entity (or its director) was involved in the initial stages of the project which resulted in the specification; and they are therefore prohibited from tendering for resulting contracts.

In this regard, tenderers shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

F.4.7

Combating abuse of the Supply Chain Management Policy

In terms of its Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury's Database of Restricted Suppliers as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete Schedules 2 and 4, Part T2.2: Returnable Schedules: Certificate of Independent Tender Determination and Declaration of Tenderer's past Supply Chain Management Practices, respectively. Failure to complete these schedules may result in the tender not being considered.

F.4.8 UIF payments

The Tenderer shall submit to the Employer a letter from the Industrial Council indicating his good standing with regard to UIF payments upon being requested to do so.

F.4.9 Consultancy services provided to organs of state

In terms of the Municipal Supply Chain Management Regulations (Board Notice 868 of 2005), and the Employer's Supply Chain Management Policy, tenderers must furnish the Employer with particulars of all consultancy services provided to an organ of state in the last five years, and of any similar services provided to an organ of state in the last five years. The information required is not limited to the local office only, but should include services provided by all offices country wide.

In this regard, tenderers shall complete Schedule 7, Part T2.2: Returnable Schedules: Consultancy Services Provided to Organs of State. Failure to complete this schedule may result in the tender not being considered.

F.4.10 Requests for contract documents, or parts thereof, in electronic format

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Activity Schedules, in the same format (that is layout, scheduled items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2. Where Addenda have been issued which amend the Activity Schedule, then the printed Activity Schedule shall take these into account. The pages of the issued Activity Schedule should not be removed from the tender document.
- d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- f) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

F.4.11 Contracts having future budgetary implications

As this project will exceed the current budget cycle, it is subject to Section 33 of the Municipal Finance Management Act, 56 of 2003, and consequently the Employer must follow the required processes in terms of Section 33. These will run concurrently with the procurement process for this tender/contract.

Annex F

(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

- Note:**
- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
 - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communication shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The Employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until three working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) Complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetic errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply 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.
- b) 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 bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where:
 N_{FO} is the number of tender evaluation points awarded for the financial offer.
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + (P - P_m) / P_m)$	$A = P / P_m$
2	Lowest price or commission/fee	$A = (1 - (P - P_m) / P_m)$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenders are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenders are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_S$$

where:
 S_Q is the score for quality allocated to the submission under consideration;
 M_S is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and/or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:
a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement.

- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not 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 any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14. Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Part T2: Returnable Documents

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Part T2: Returnable Documents

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CITY OF CAPE TOWN

INFORMAL SETTLEMENTS AND BACKYARDERS

CONTRACT NO. 288C/2016/17

PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in non-erasable black ink:

1. Returnable Schedules required for tender evaluation purposes

	Pages
1: COMPULSORY ENTERPRISE QUESTIONNAIRE	35 – 36
2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION.....	37 – 38
3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	39
4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	40
5: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER.....	41
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12: TRACK RECORD	48
13: PROPOSED WORK PLAN.....	49
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15: OTHER CRITERIA.....	51

2. Other documents required for tender evaluation purposes

- a) Joint Venture Agreement (if applicable) - append to Schedule 3.
- b) Curriculum Vitae of Key Personnel as applicable - append to Schedule 9.
- c) Documentary evidence/proof of Professional Indemnity Insurance - append to Schedule 11.
- d) A proposed work plan - append to Schedule 13.
- e) Documentary evidence/proof of ISO 9001: 2008 certification - append to Schedule 14.

3. Returnable Schedules that will be incorporated into the Contract

16: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)	52
17: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN.....	53
18: RECORD OF ADDENDA TO TENDER DOCUMENTS	54

4. Other documents that will be incorporated into the contract

19: PREFERENCE SCHEDULE (where preferences are granted in respect of B-BBEE contribution).....	55 – 58
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5. C1.1 The offer portion of the C1.1 Offer and Acceptance

6. C1.2 Contract Data (Part 2)

7. C2.2 Activity Schedule

NOTE: Printed Activity Schedules, in the same format (that is, layout, scheduled items and quantities) as those issued electronically by the Employer on request, may be submitted with the tender as stated in F.2.13.2 in the Tender Data.

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T2.2 Returnable Schedules

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SCHEDULE 1: 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: [REDACTED]

Physical address of enterprise:
(LOCAL OFFICE) [REDACTED]

Section 2: VAT registration number, if any: ... [REDACTED]

Section 2a: National Treasury Central Supplier Database registration number: [REDACTED] ..

Section 2b: SARS Tax Compliance Status PIN: [REDACTED]

Section 3: CIDB registration number, if any: N/A

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number ... [REDACTED]

Close corporation number N/A

Tax reference number [REDACTED]

Section 6: Record of service of the state

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

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

- ☐ an official of any municipality or municipal entity ☐ an employee of Parliament or a provincial legislature

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Identity Number	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:

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

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

*insert separate page if necessary

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- 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;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- 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
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

INFORMAL SETTLEMENTS AND BACKYARDERS

CONTRACT NO. 288C/2016/17

PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for **CONTRACT NO. 288C/2016/17: PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA**

in response to the invitation for the tender made by the City of Cape Town, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: [REDACTED] that:

(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 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 tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender;

¹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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 invitation to tender relates;
9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract;
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signature

Name

19 APRIL 2017
Date
BIDS MANAGER
Position

CITY OF CAPE TOWN

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SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms
....., authorised signatory of the company, close corporation or partnership
....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature..... Name..... Designation.....
	N/A	Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note :

A copy of the Joint Venture Agreement, showing clearly the percentage contribution of each partner to the joint venture, shall be appended to this schedule.

CITY OF CAPE TOWN

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SCHEDULE 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☒
1.1.1	If so, furnish particulars: N/A		
1.2	Is the Tenderer 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, 12 of 2004? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☒
1.2.1	If so, furnish particulars: N/A		
1.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☒
1.3.1	If so, furnish particulars: N/A		
1.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☒
1.4.1	If so, furnish particulars: N/A		
1.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☒
1.5.1	If so, furnish particulars: N/A		

I, [REDACTED], the undersigned,
(full name in block letters)

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

Signature

BIDS MANAGER

Position

Date

19 APRIL 2017

Name of Tenderer/Contractor

Where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act, 56 of 2003, and attach it to this schedule.

CITY OF CAPE TOWN

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SCHEDULE NO. 5: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

To: THE CITY MANAGER, CITY OF CAPE TOWN

**CERTIFICATE FOR MUNICIPAL SERVICES
AND PAYMENTS TO SERVICE PROVIDER**

TENDER NO.: 288C/2016/17: PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

NAME OF THE TENDERER: [REDACTED]

FURTHER DETAILS OF THE TENDERER/S; Proprietor / Director/s / Partners, etc:

Physical Business address of the Tenderer	Municipal Account number(s)
[REDACTED]	[REDACTED]

If there is not enough space for all the names, please attach the additional details to the Contract Document

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)
PLEASE REFER TO THE ATTACHED			

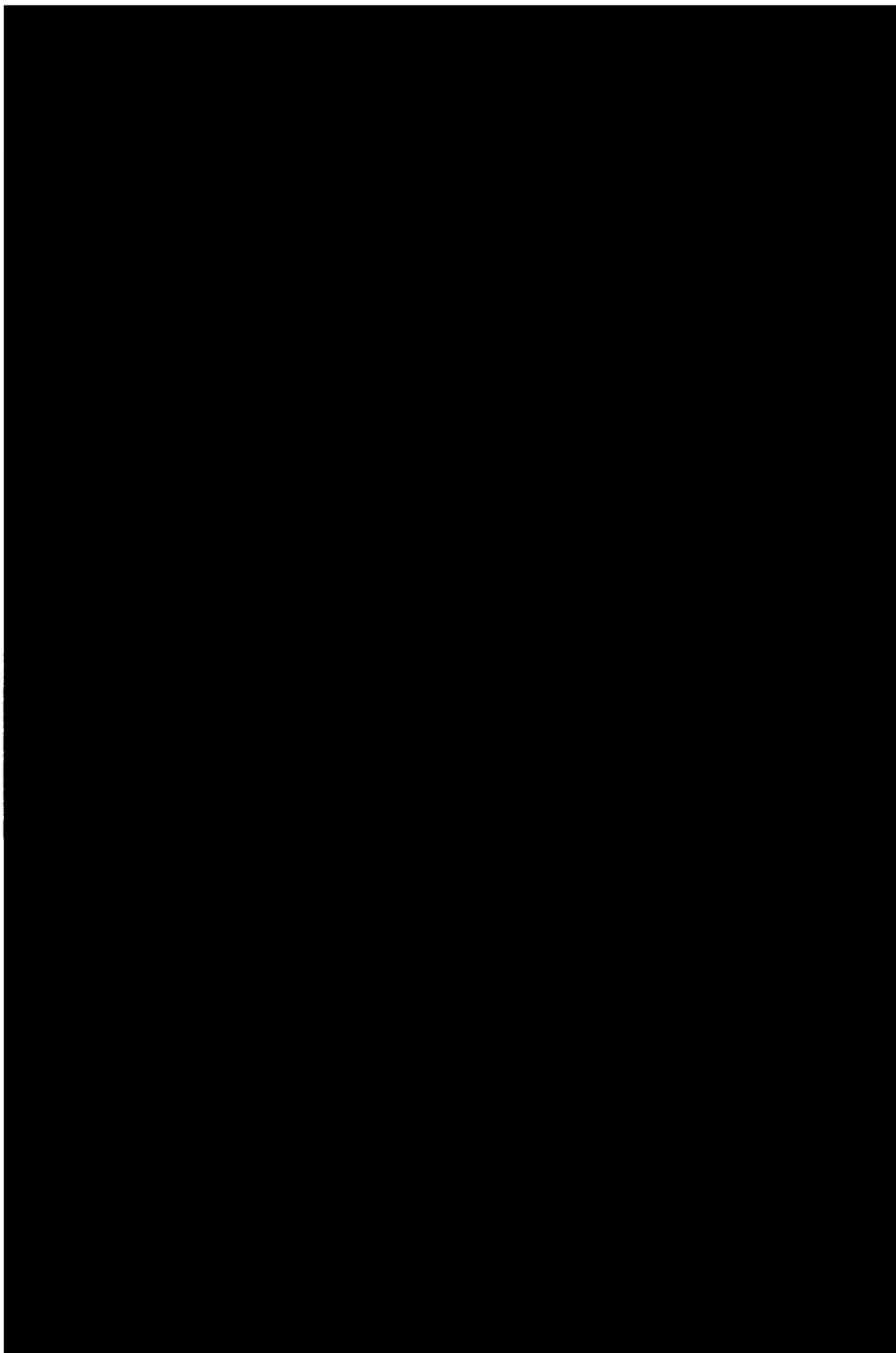
I, [REDACTED], the undersigned,
(full name in block letters)
certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days or 3 (three) months.

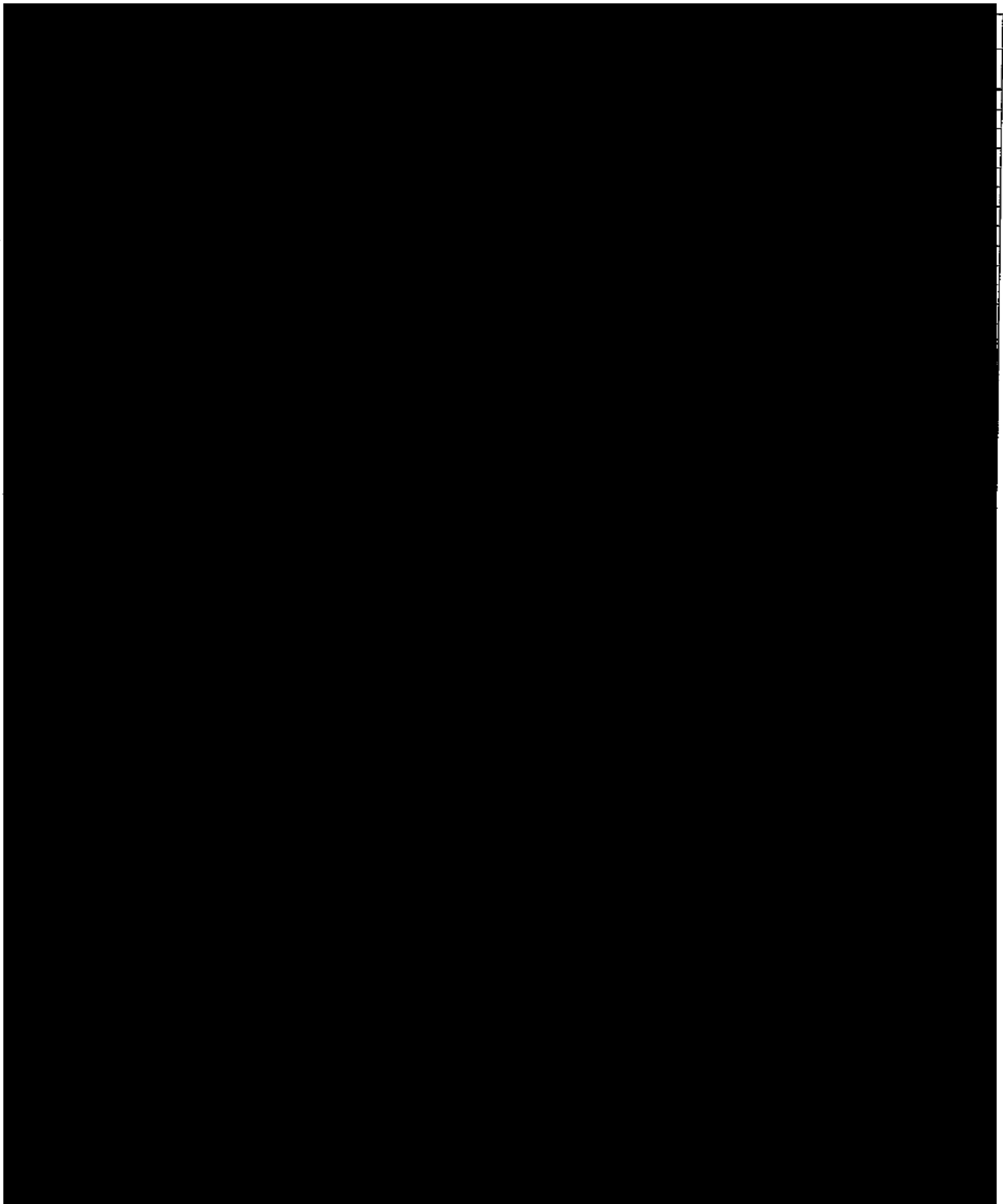
Signature

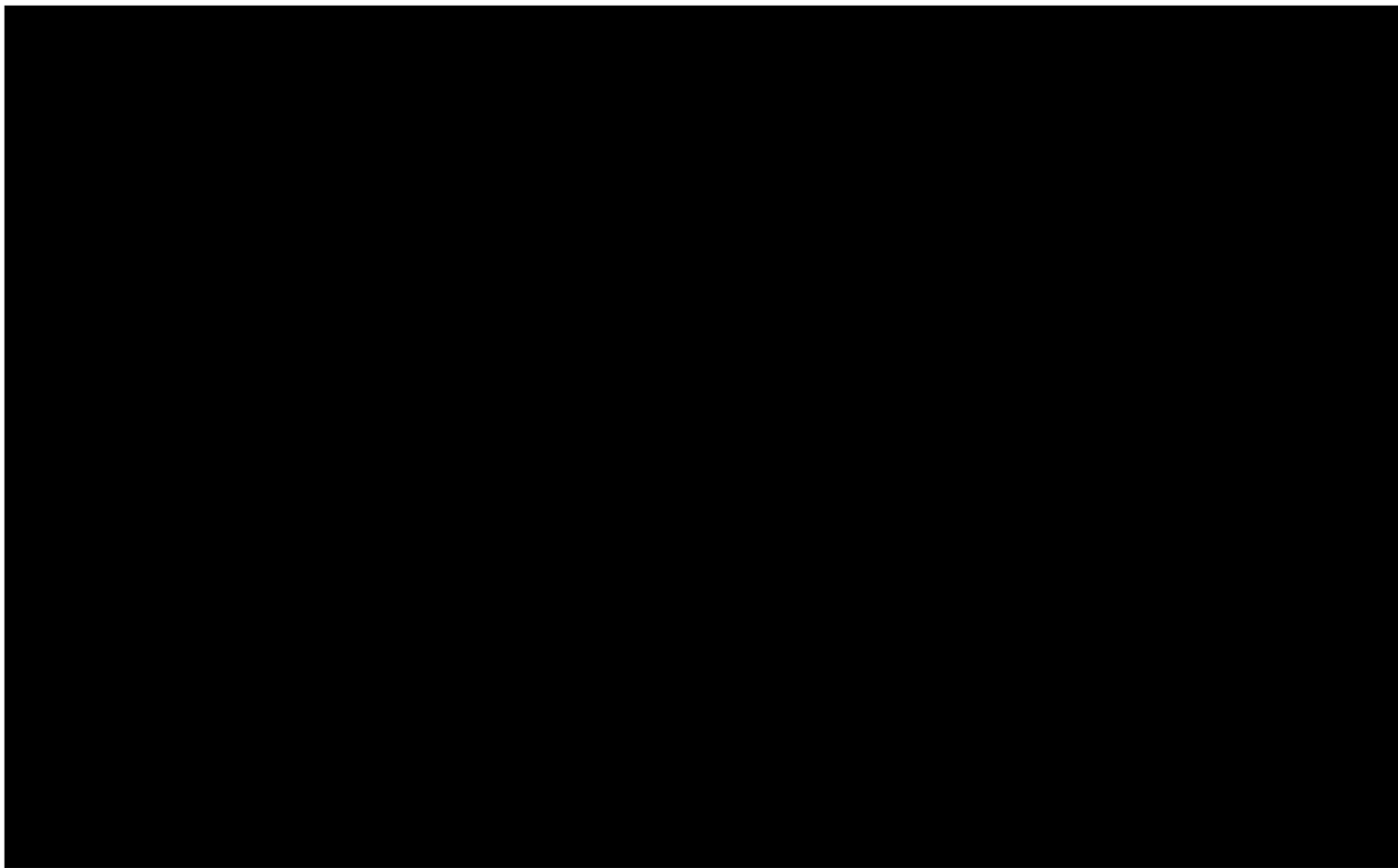
THUS DONE AND SIGNED for and on behalf of the Tenderer/Service Provider

at [REDACTED] on the 19 day of APRIL 2017
(PLACE) (DATE) (MONTH) (YEAR)

Even if the requested information is not applicable to the Tenderer, the table above should be endorsed **Not Applicable** and THIS DECLARATION MUST STILL BE SIGNED







CITY OF CAPE TOWN

INFORMAL SETTLEMENTS AND BACKYARDERS

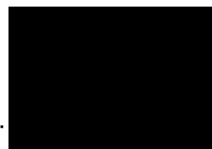
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SCHEDULE 6: CONFIRMATION OF CCT SUPPLIER DATABASE REGISTRATION

CCT SUPPLIER DATABASE REGISTRATION		
COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE
	YES	

SIGNED ON BEHALF OF TENDERER:



CITY OF CAPE TOWN

INFORMAL SETTLEMENTS AND BACKYARDERS

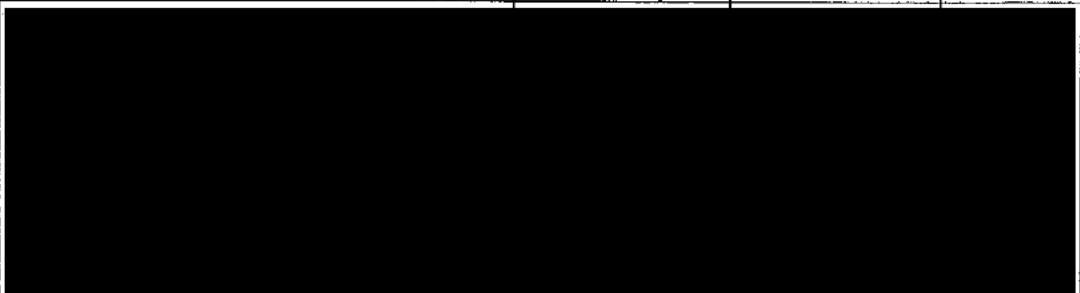
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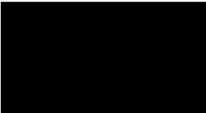
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SCHEDULE 7: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

The tenderer shall indicate on the schedule below particulars of all consultancy services provided to organs of state by all offices country wide in the last five years. Tenderers shall also indicate, by means of a cross (x) in the last column, which, if any, of the services listed are of a similar nature, to those being tendered for in terms of this tender.

Where the entity tendering is a joint venture, the particulars of services provided to organs of state by each party to the joint venture, must be submitted as part of this schedule (additional pages may be added if necessary).

CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE				
TITLE OF PROJECT	VALUE OF CONTRACT	EMPLOYER	DATE COMPLETED	SIMILAR SERVICE
				X
				X
				X
				X
* SEE ATTACHED LIST FOR OTHER PROJECTS COMPLETED FOR ORGANS OF STATE *				

SIGNED ON BEHALF OF TENDERER:..........

CITY OF CAPE TOWN

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SCHEDULE 8: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

The Tenderer should record any proposed deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

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

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSAL
		N/A

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

SIGNED ON BEHALF OF TENDERER: _____

CITY OF CAPE TOWN

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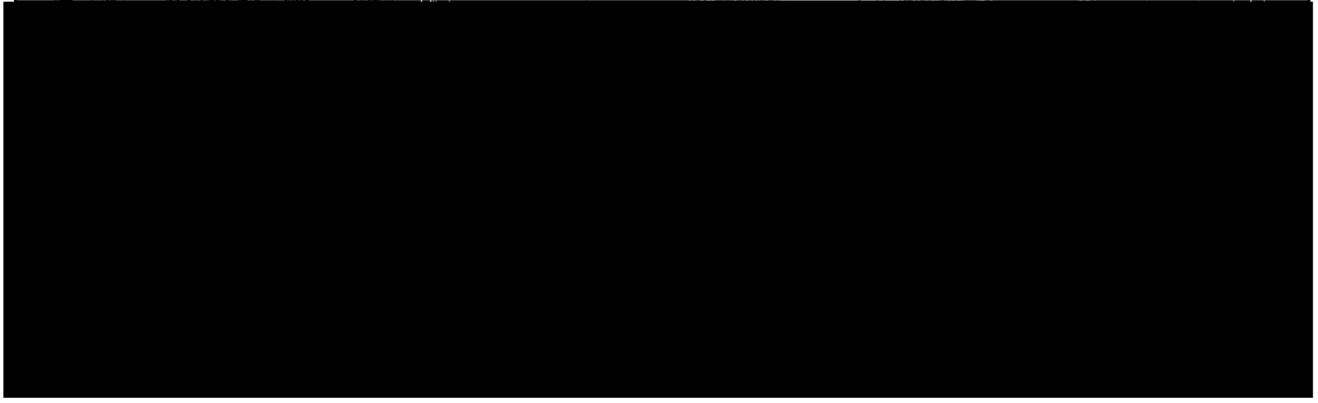
SCHEDULE 9: KEY PERSONNEL

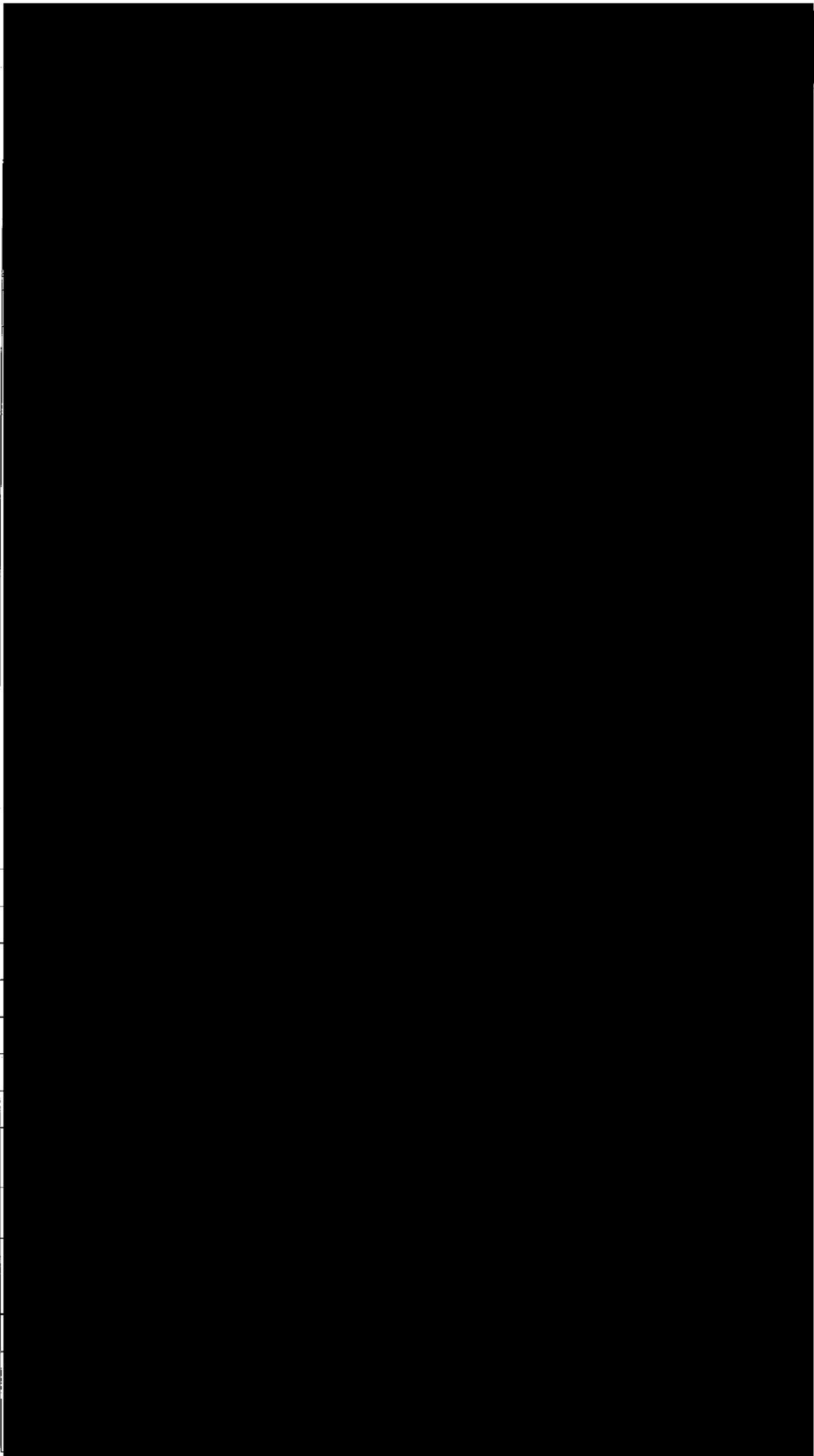
The tenderer is referred to clause F.2.1.1.3 of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of each individual must be appended to this schedule.

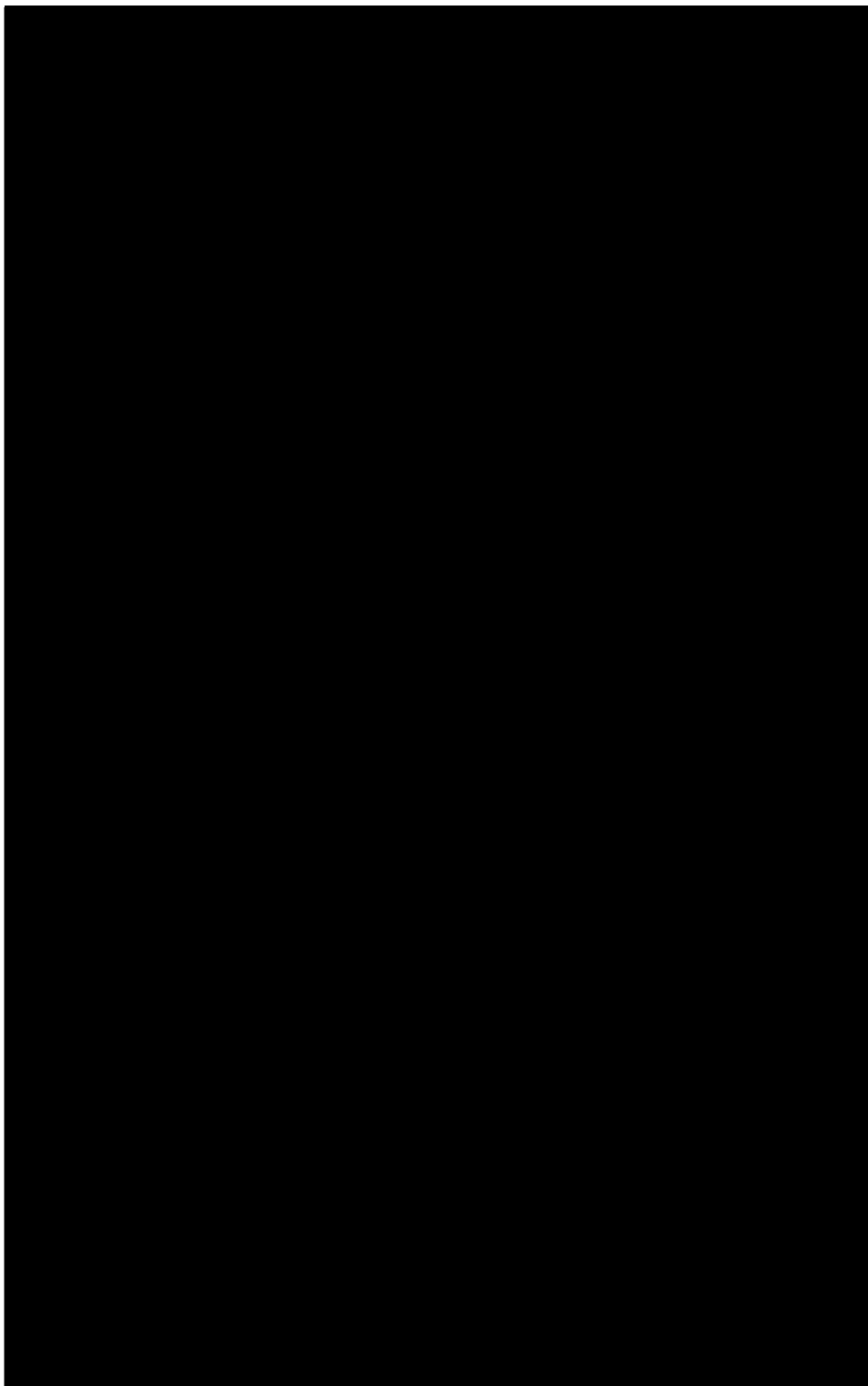
PROJECT MANAGER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
CIVIL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
ELECTRICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
SOCIAL FACILITATOR				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
COMPETENT BENEFICIARY ADMINISTRATOR				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

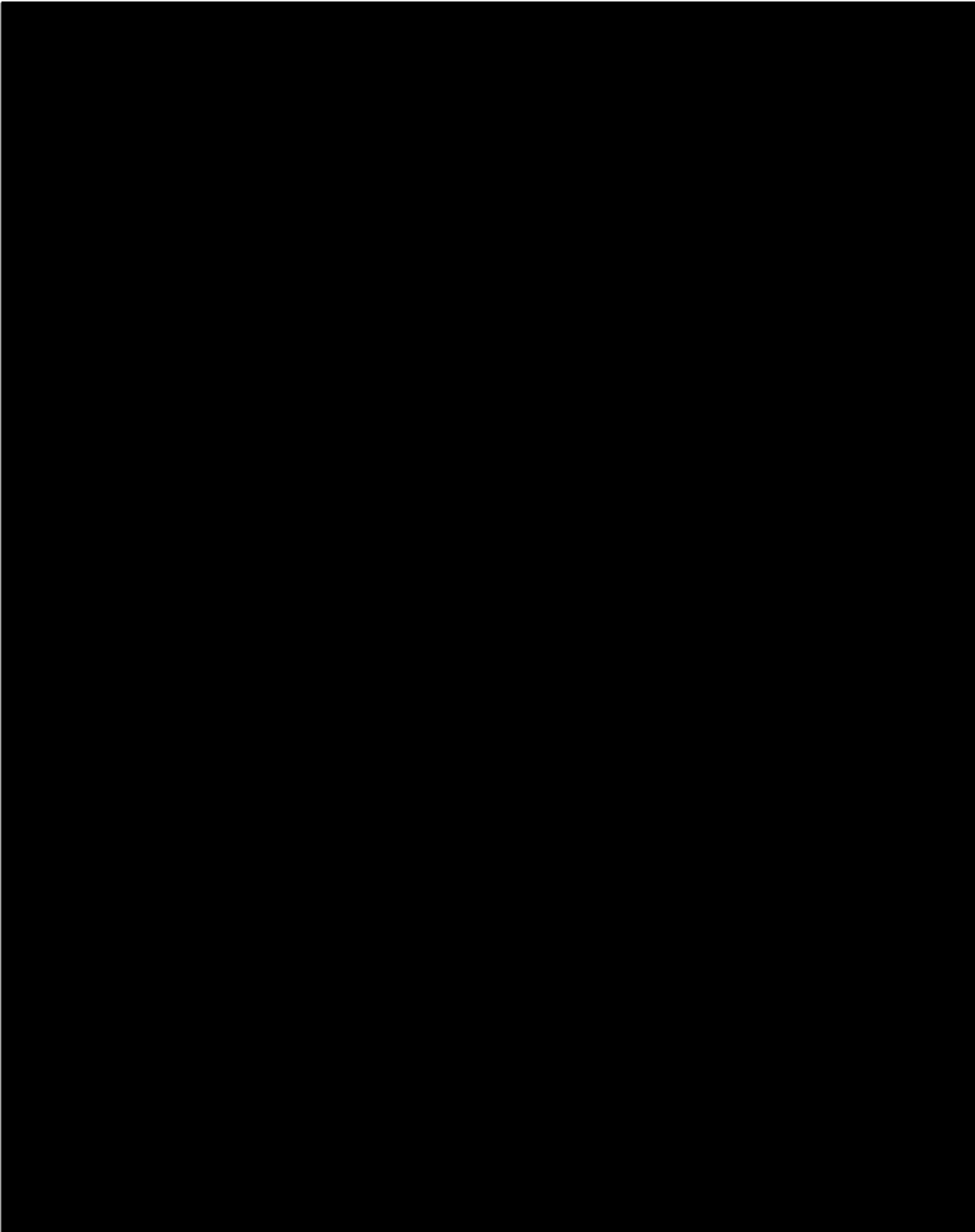
SIGNED ON BEHALF OF TENDERER:

SPECIFIC EXPERIENCE OF KEY PERSONNEL

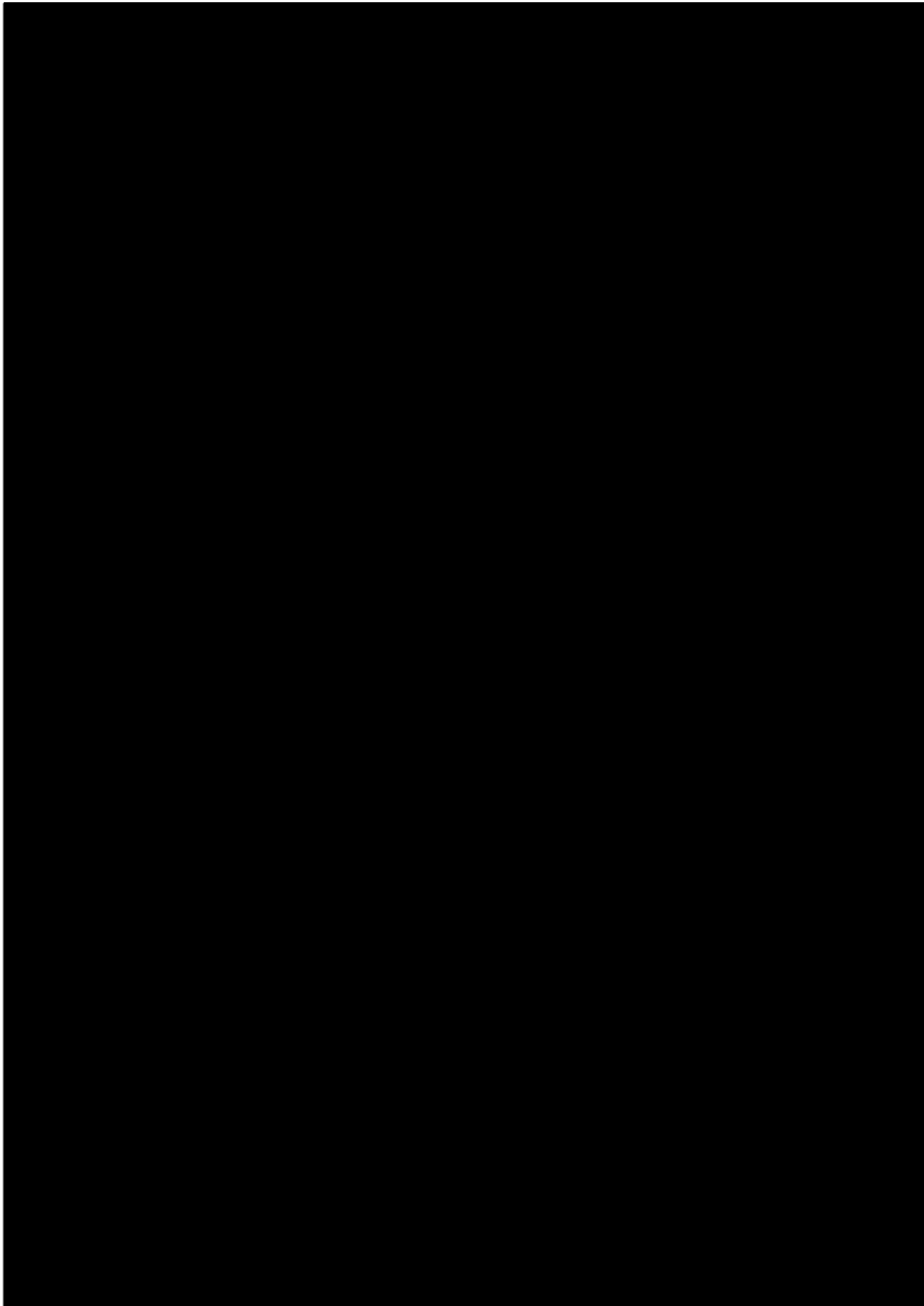


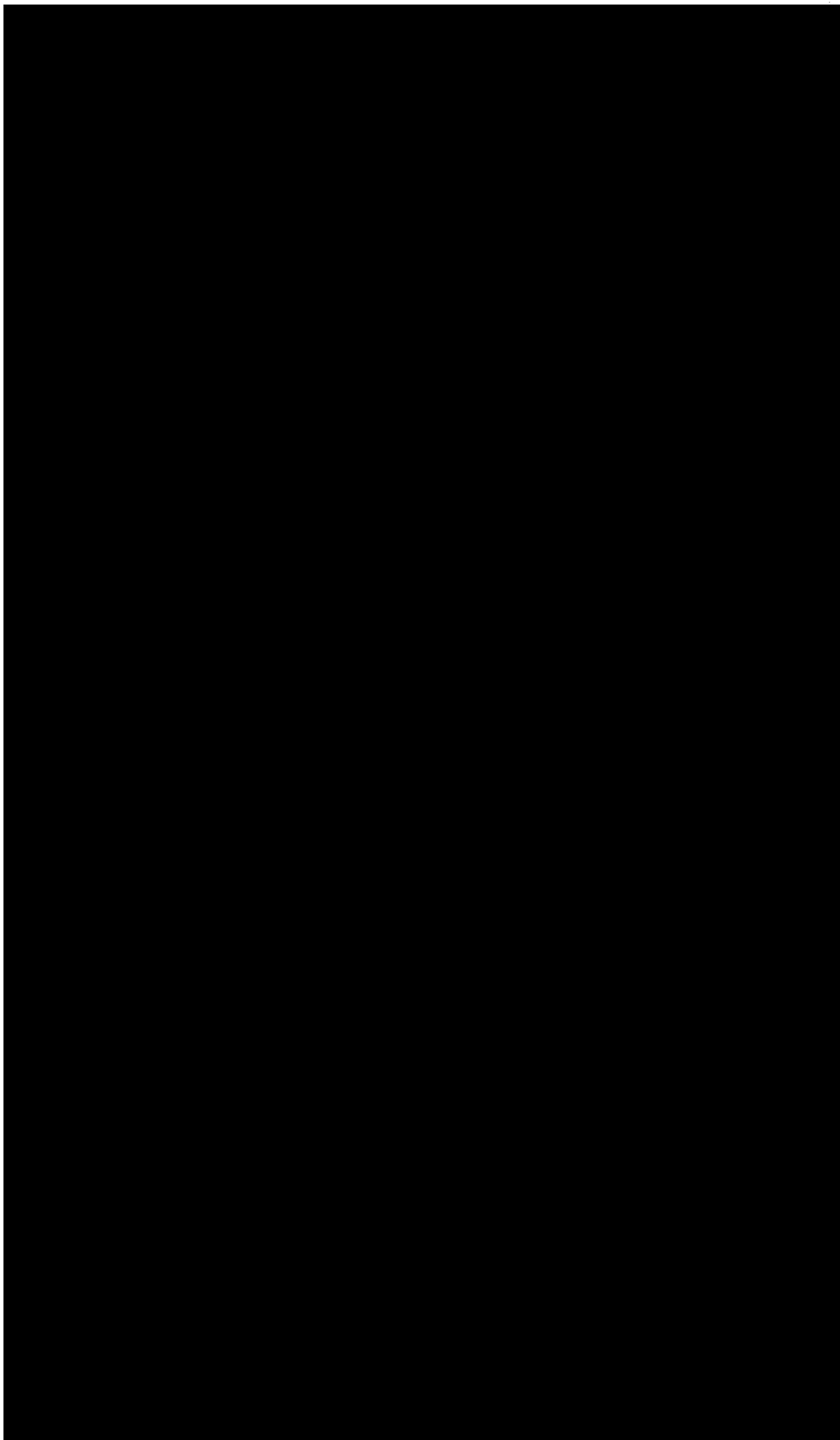


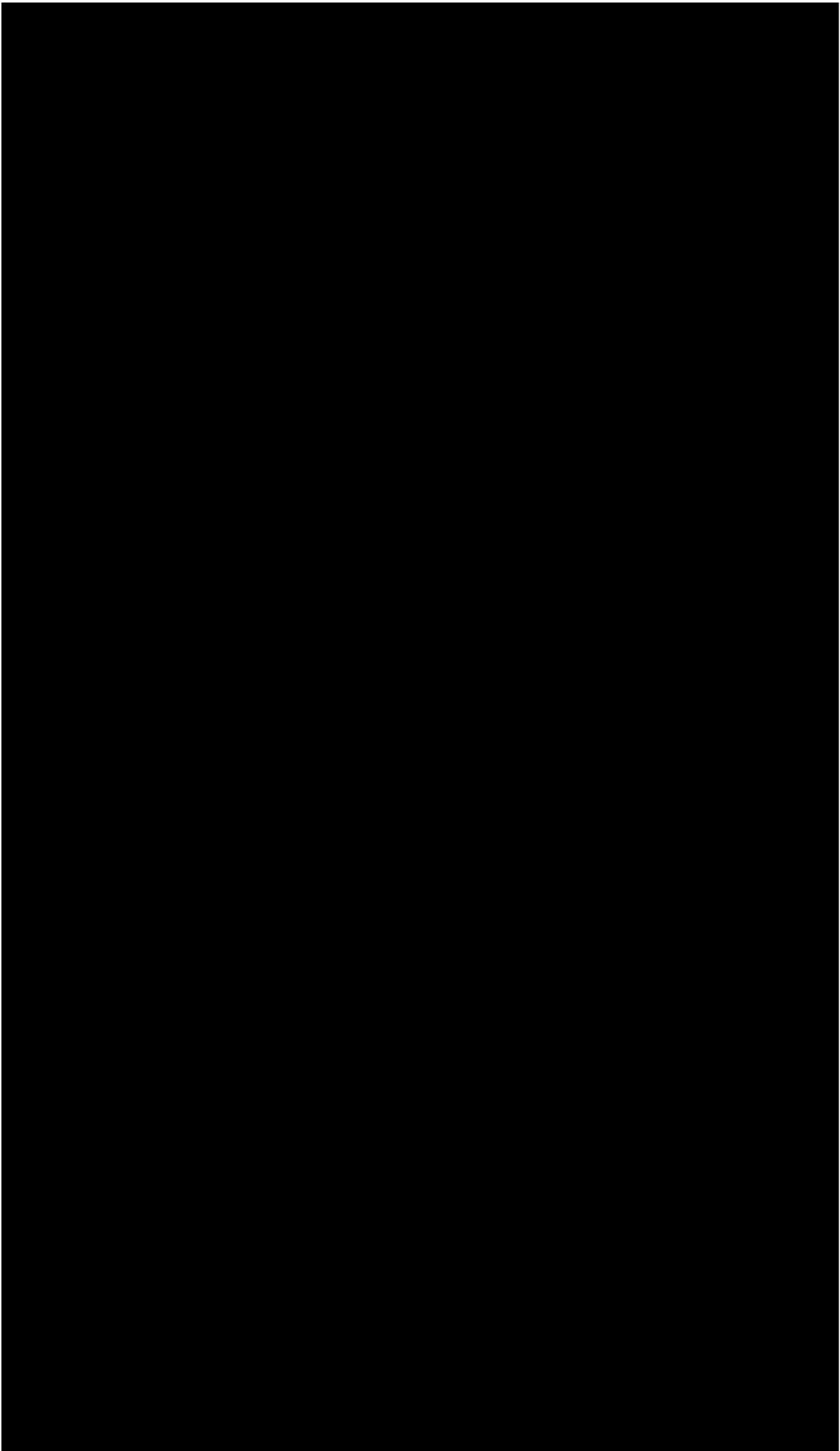


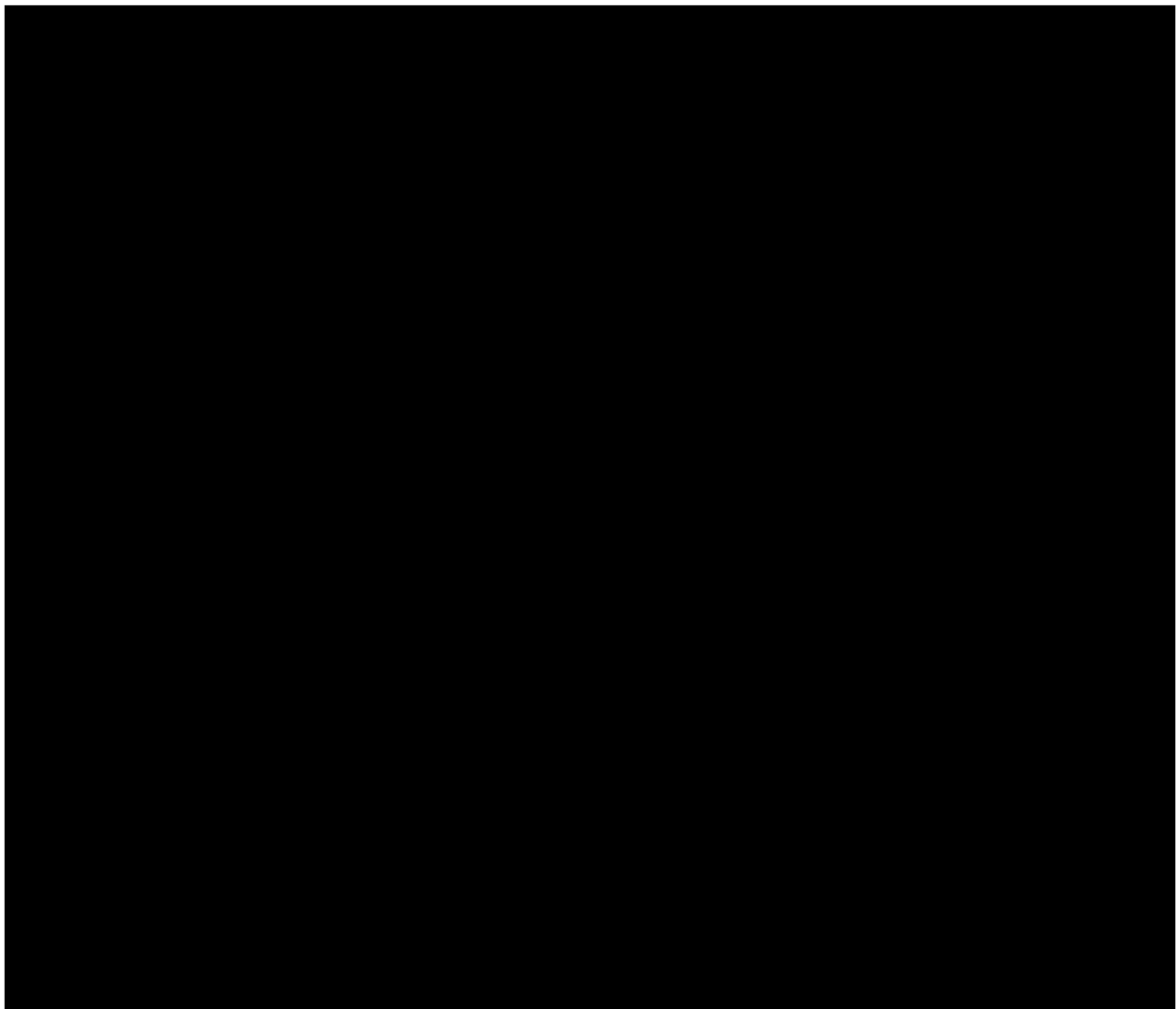




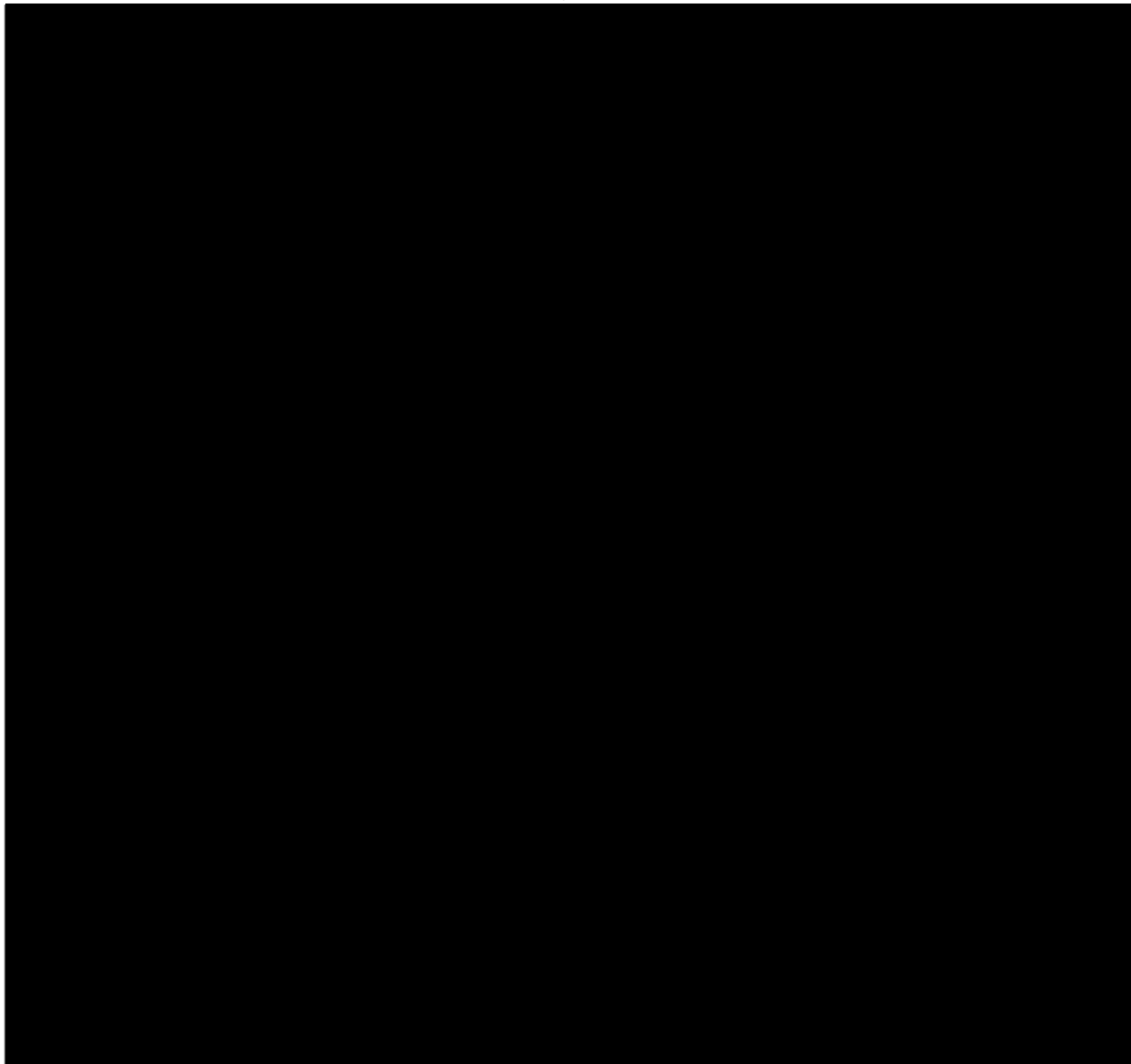


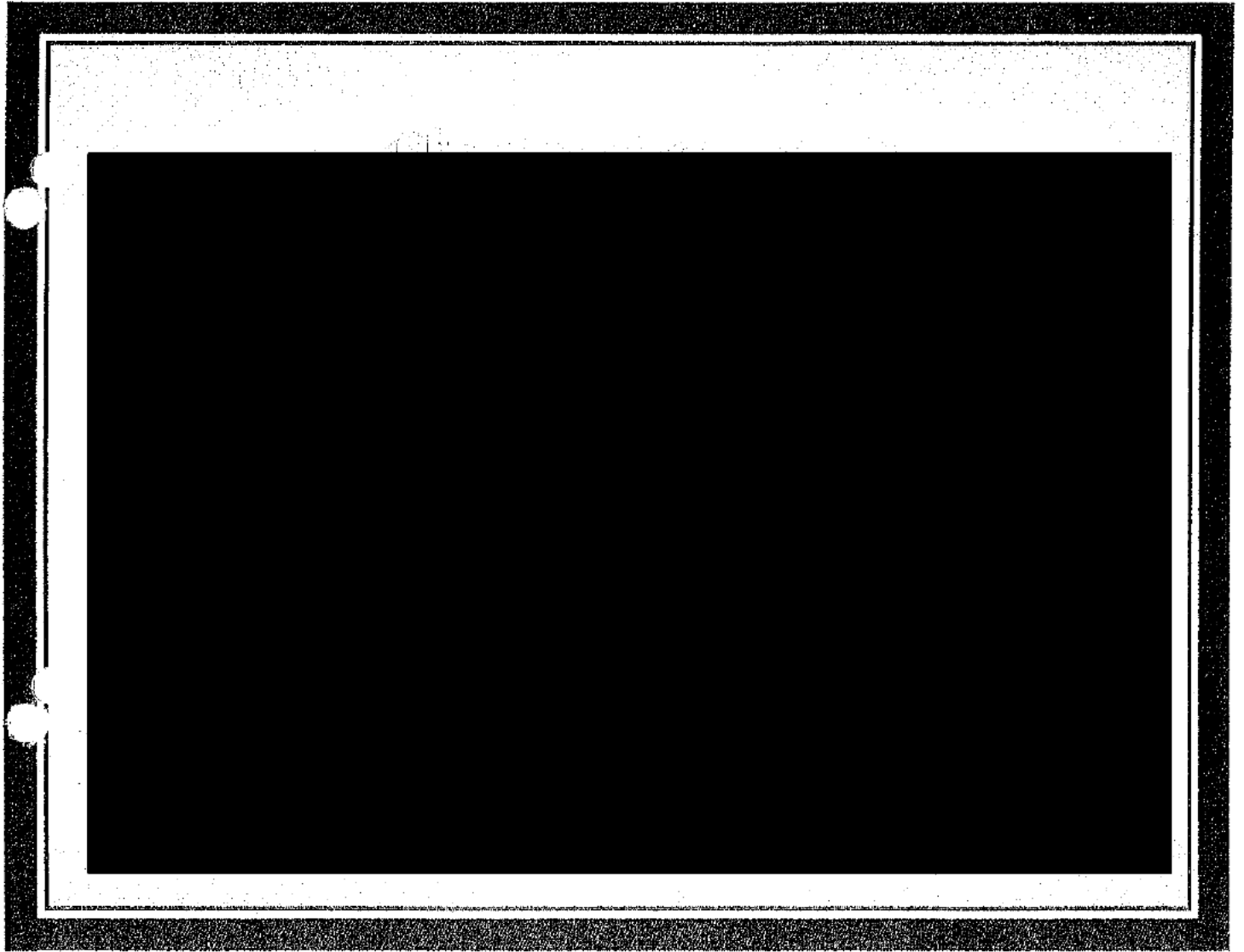


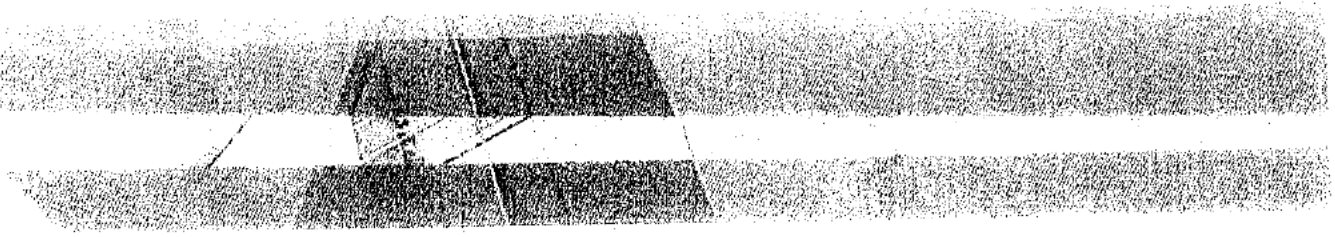




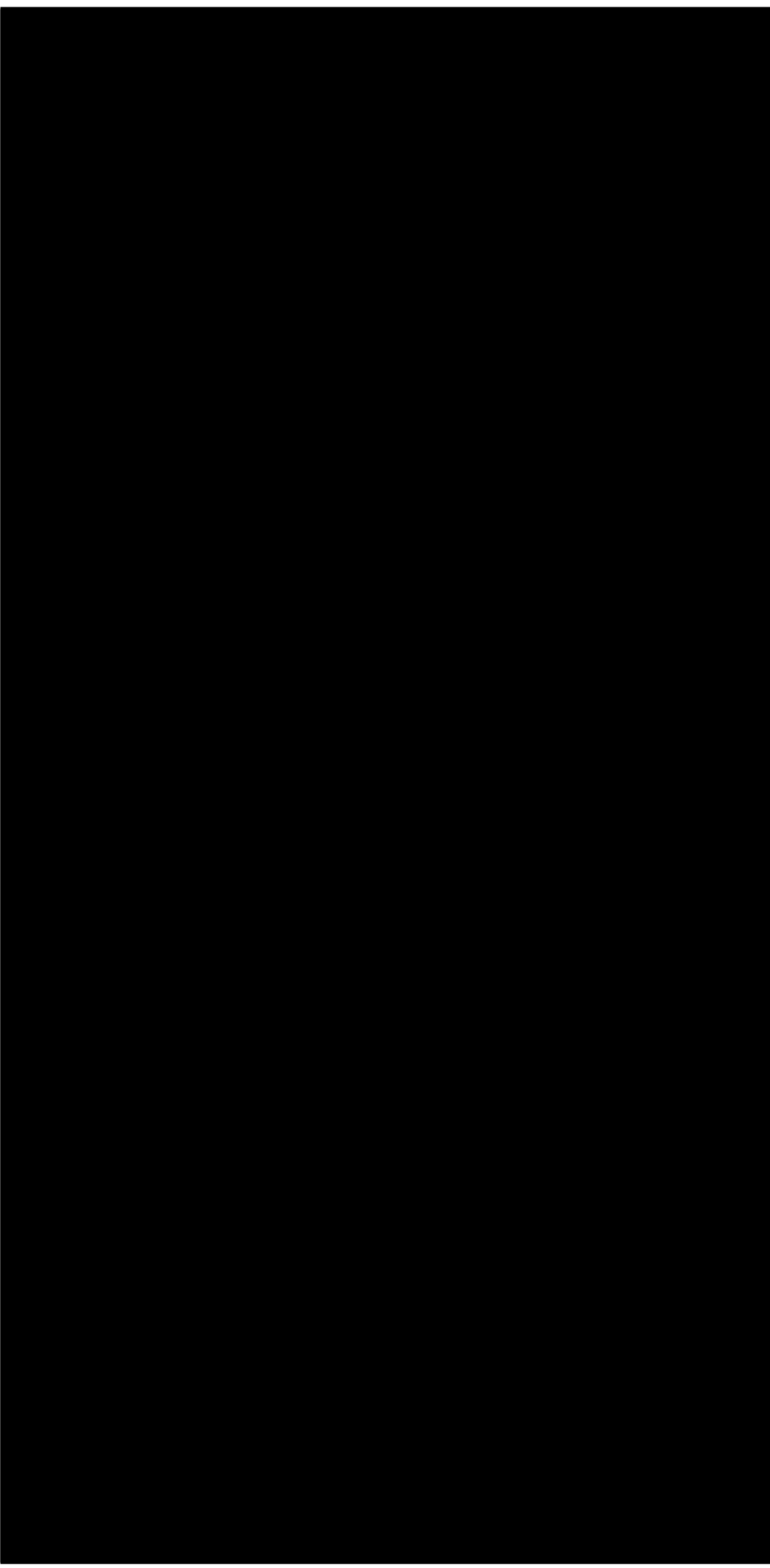
Engineering Council of South Africa



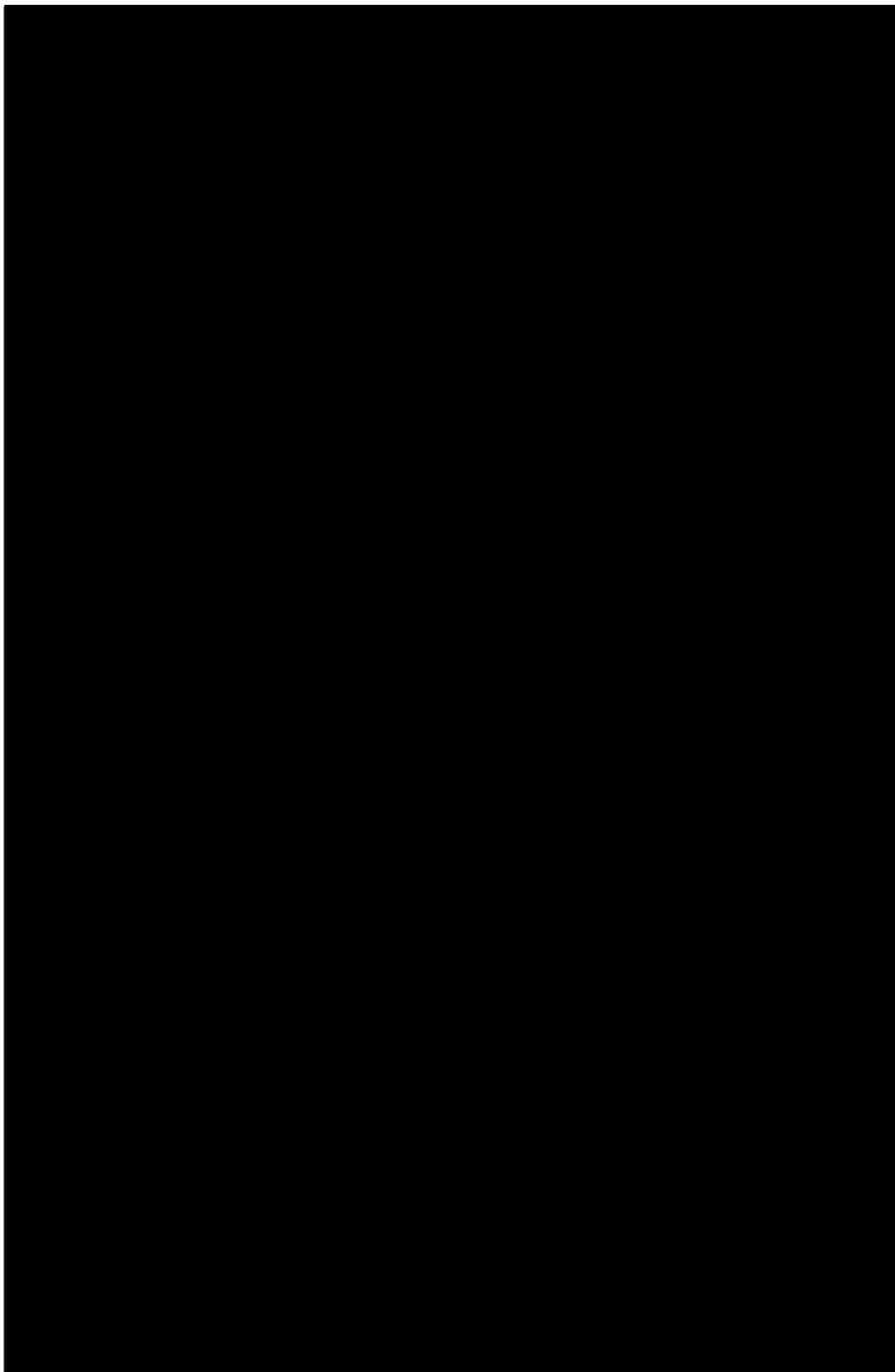


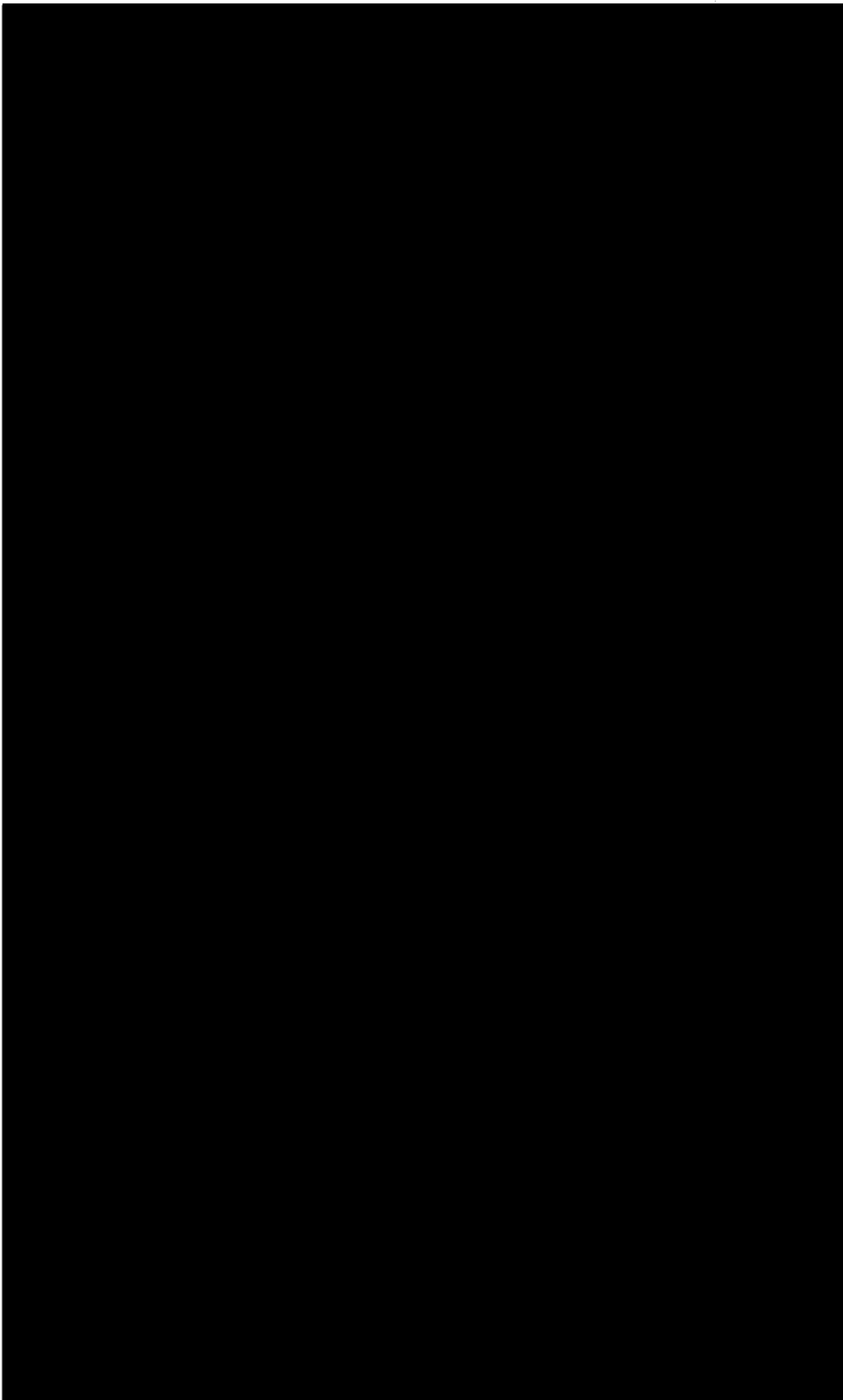


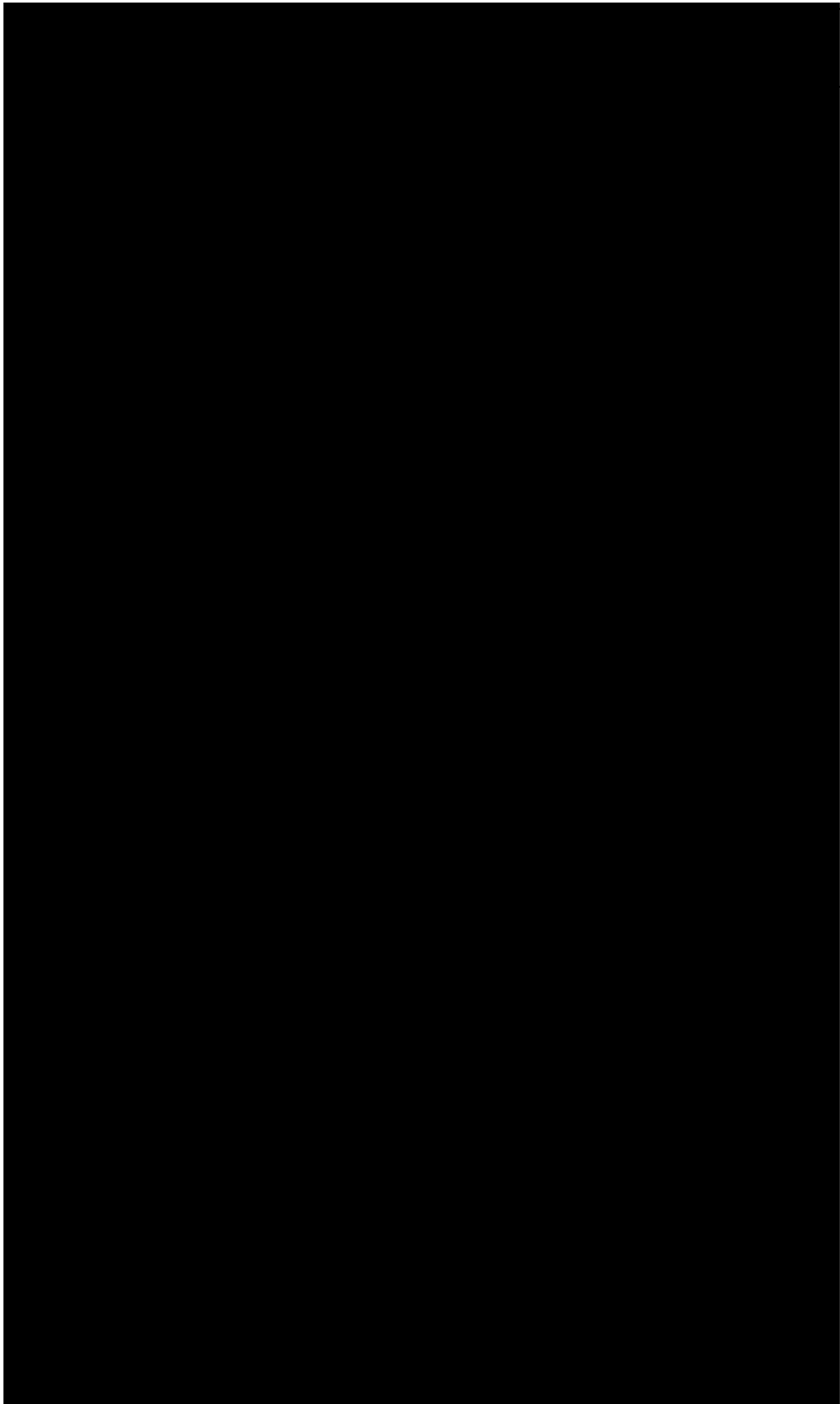
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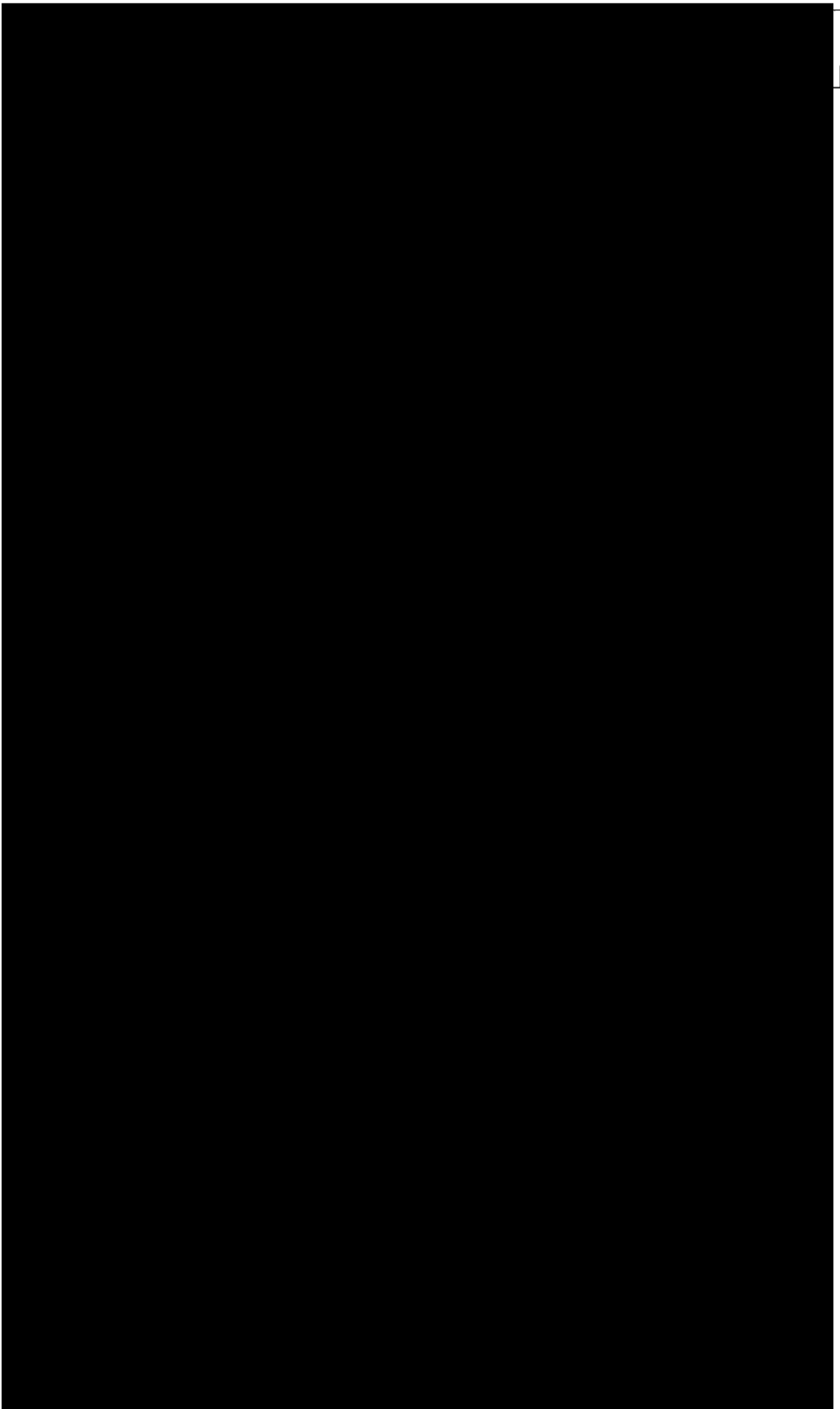


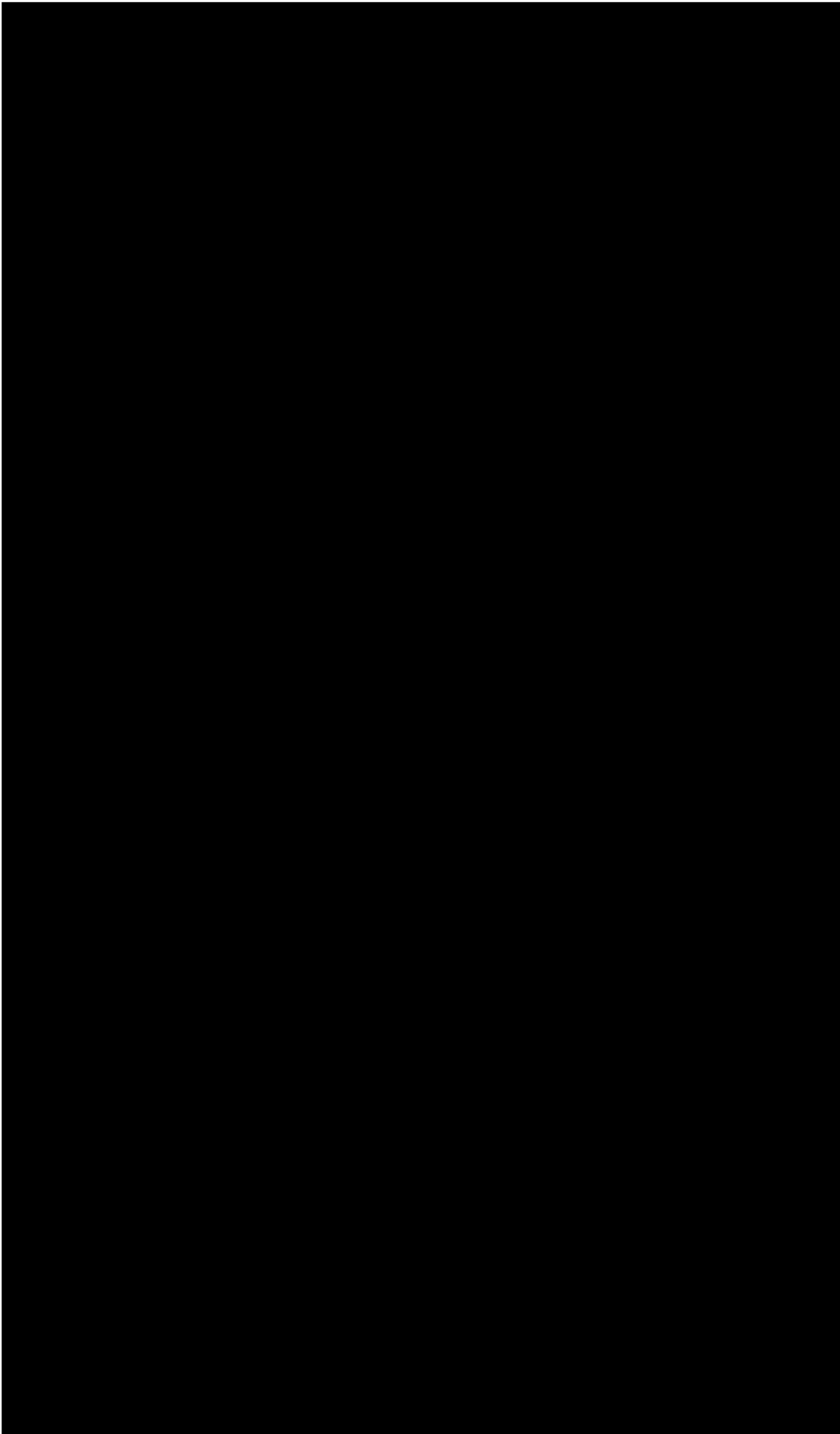
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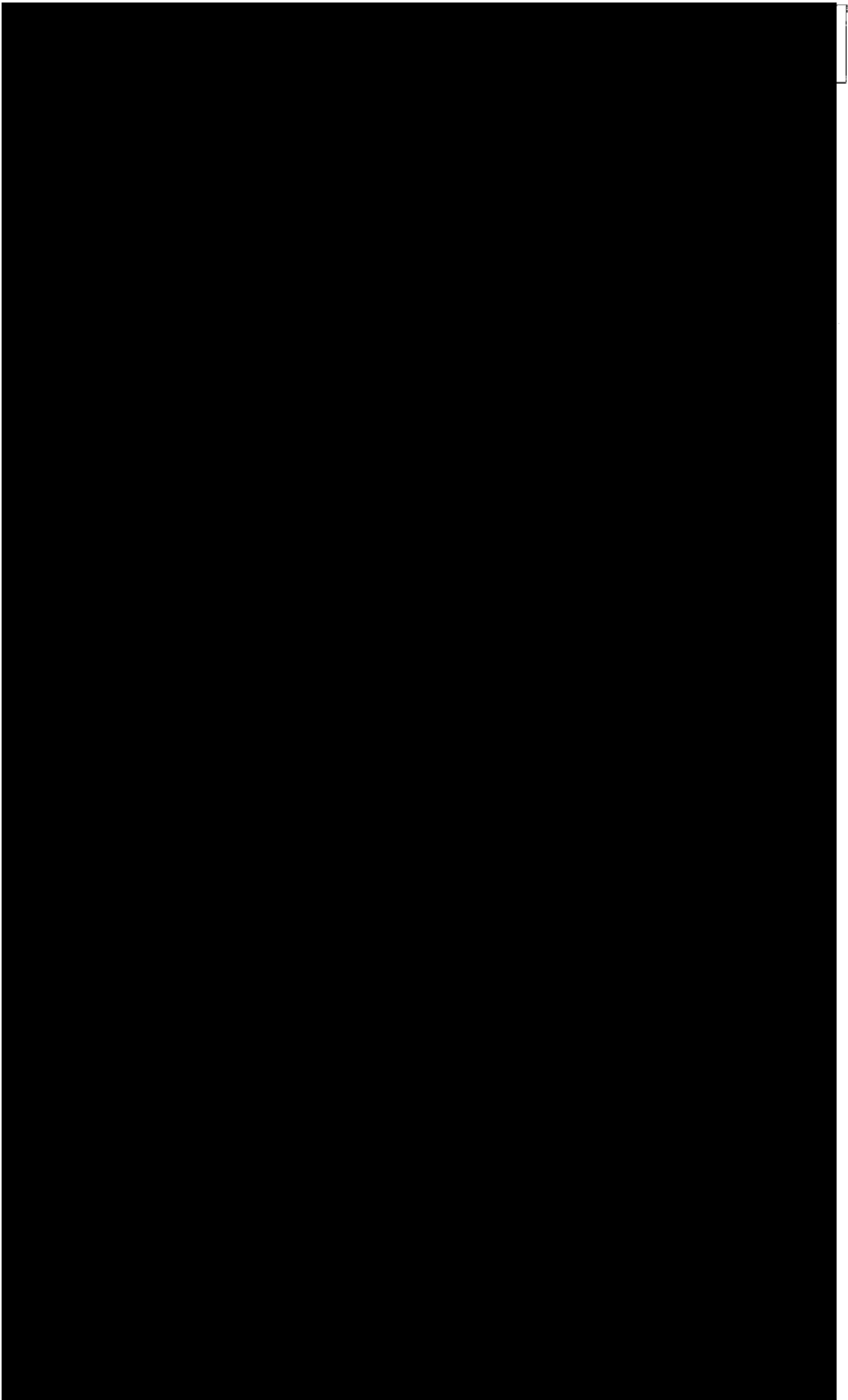


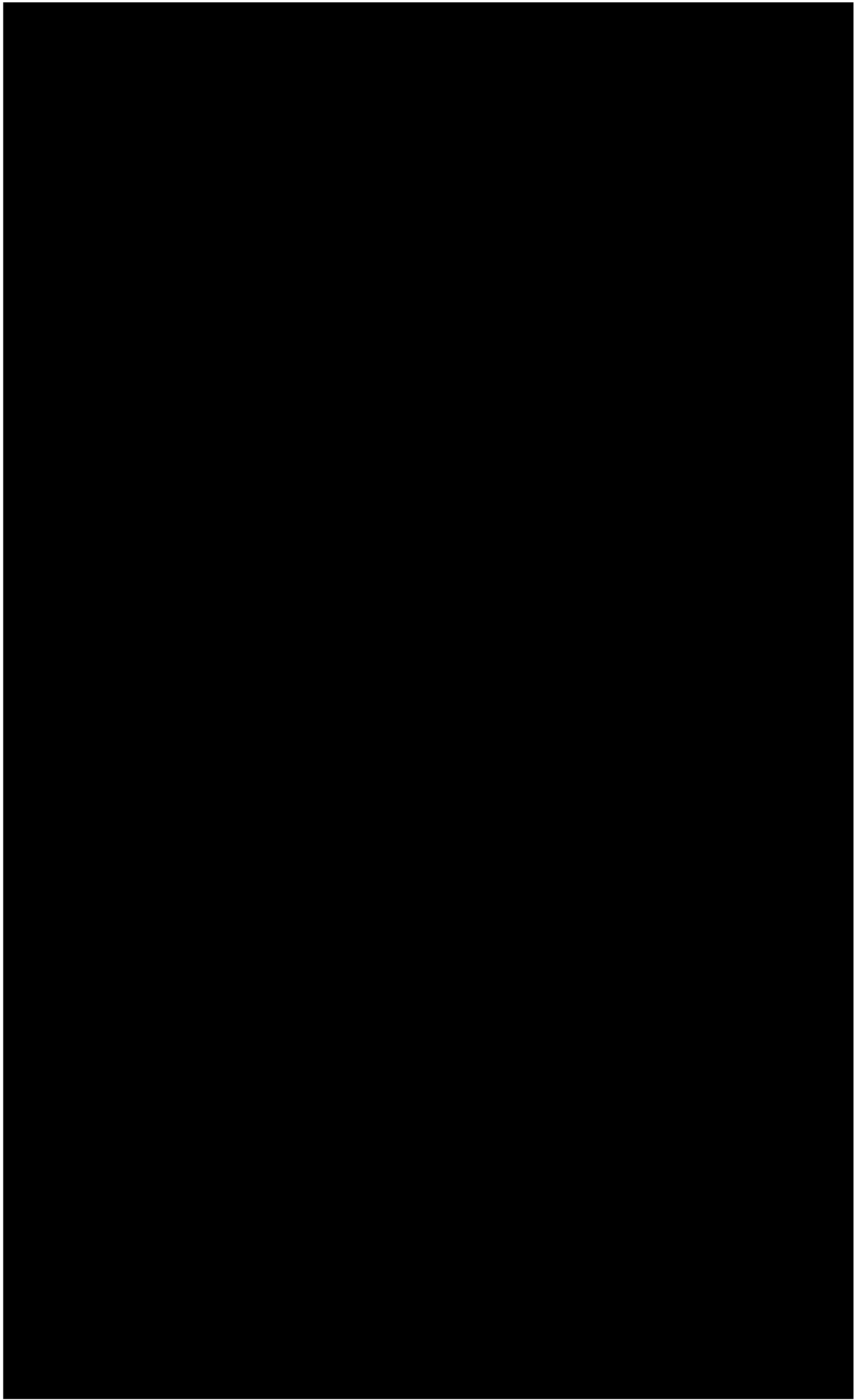


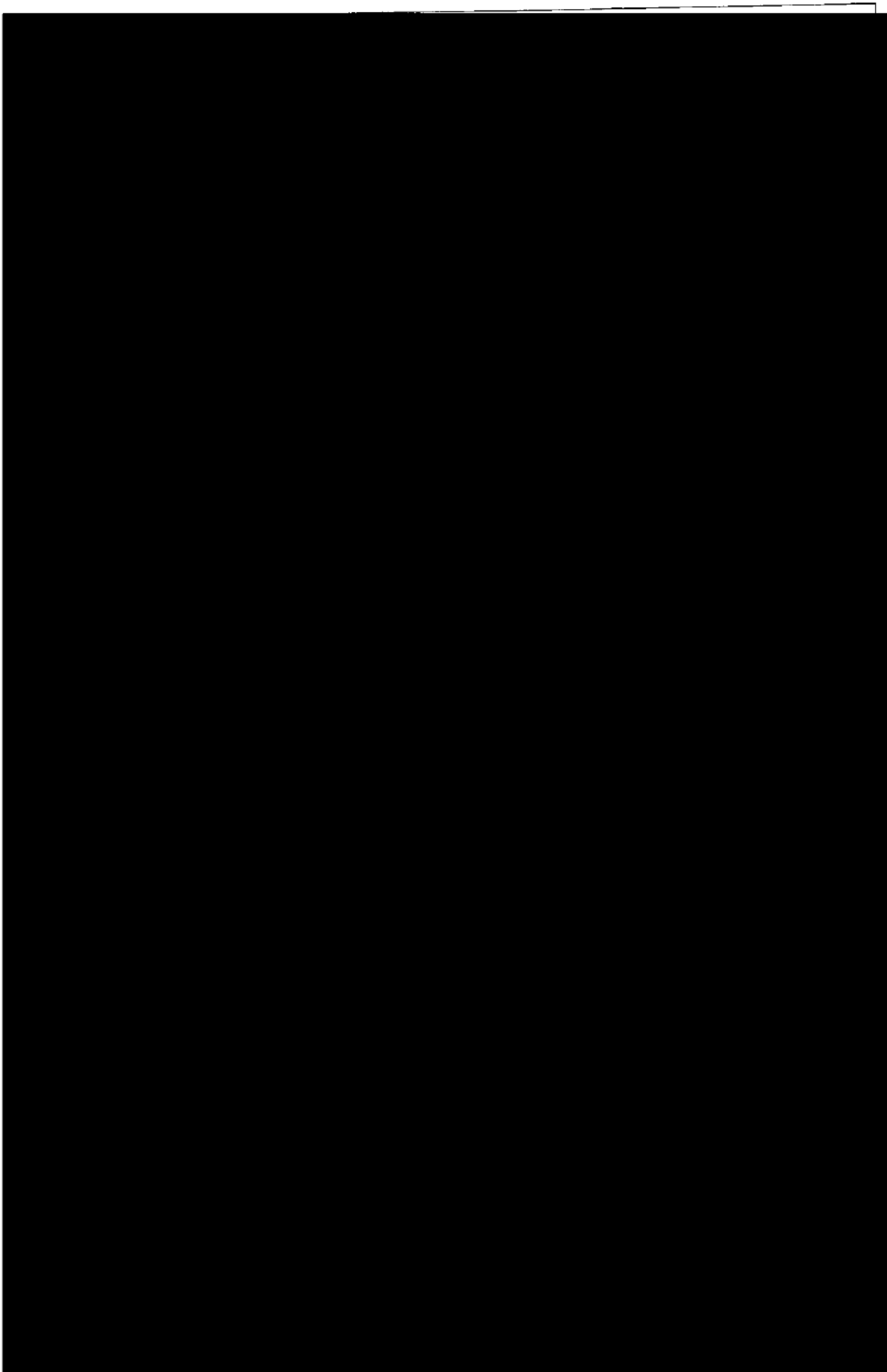




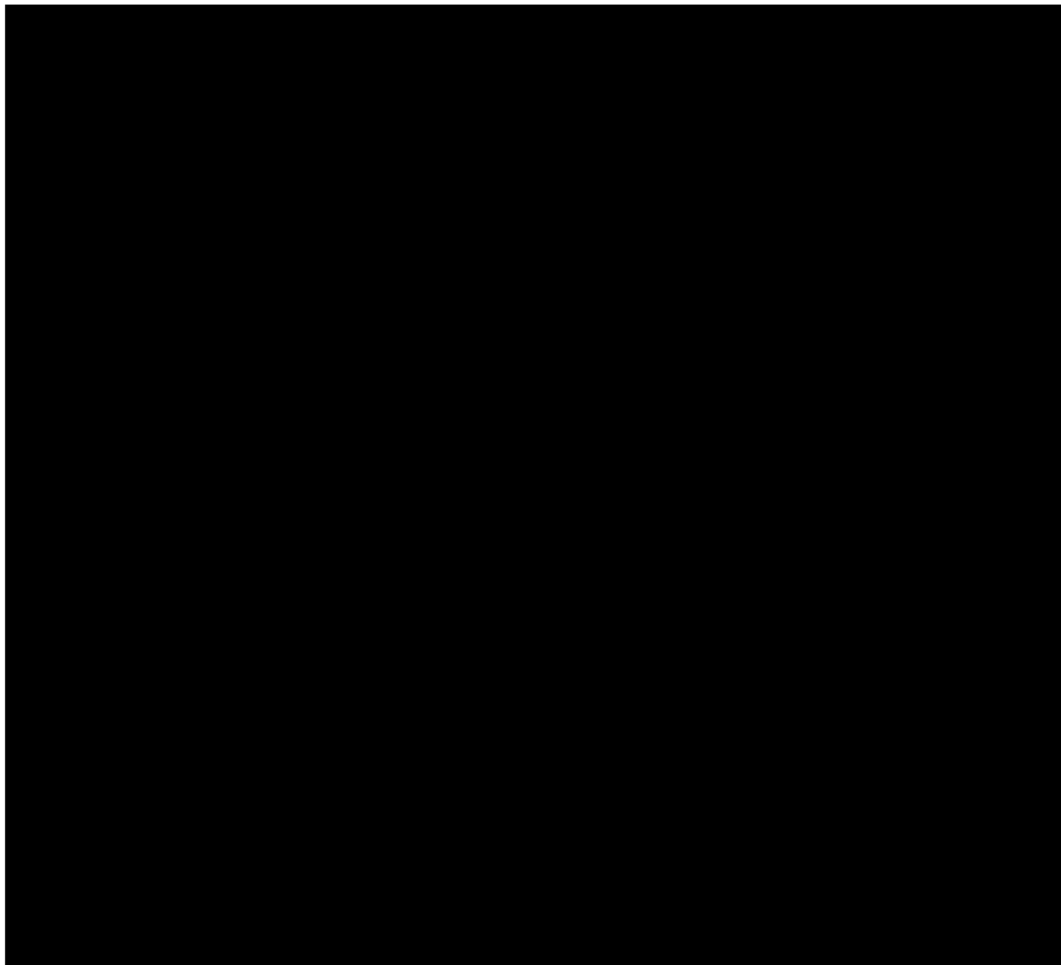




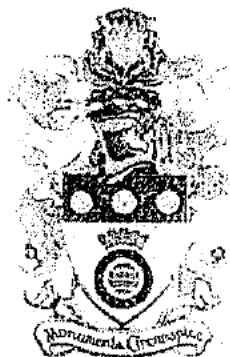




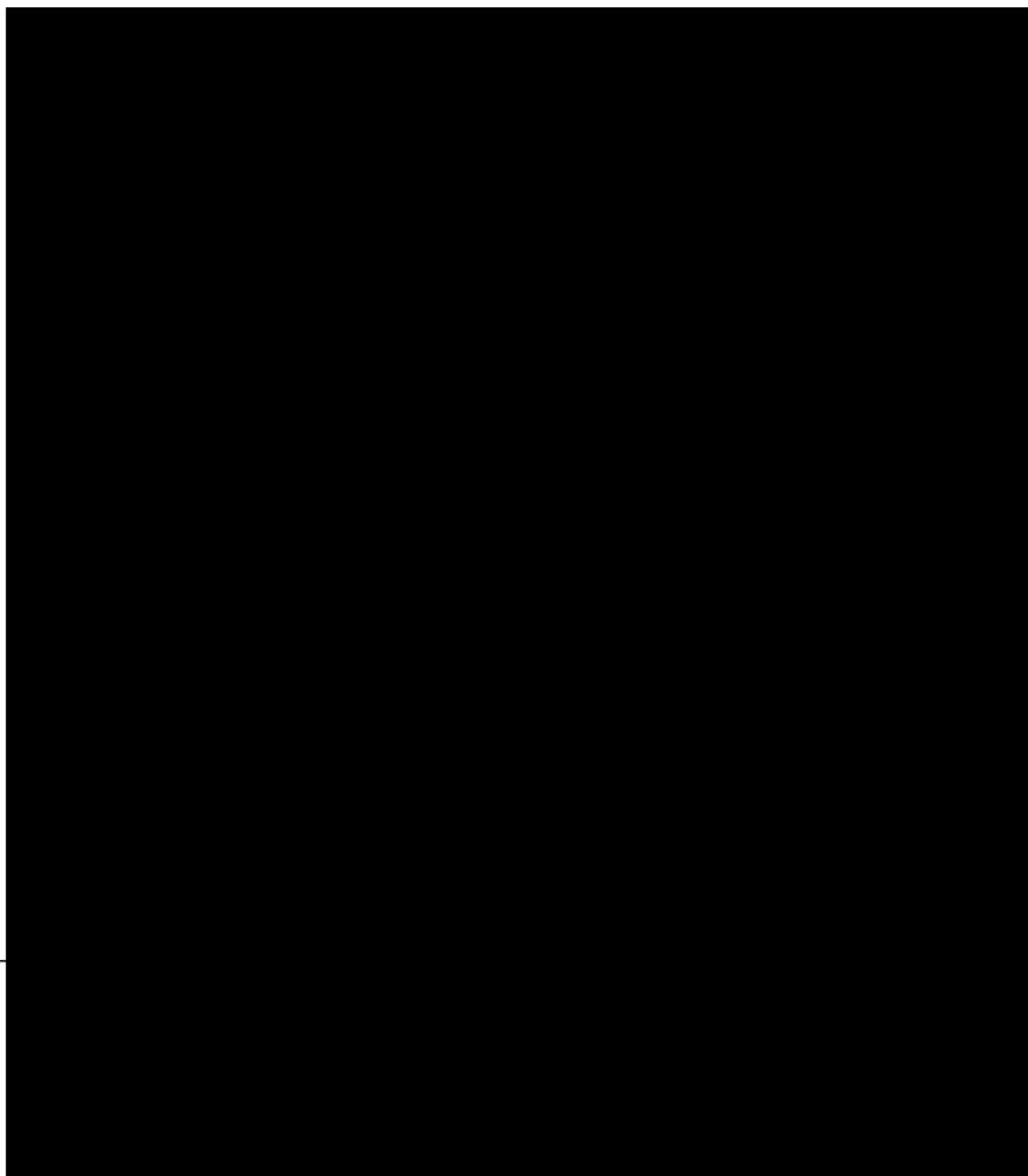
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Institute of Municipal Engineering of Southern Africa

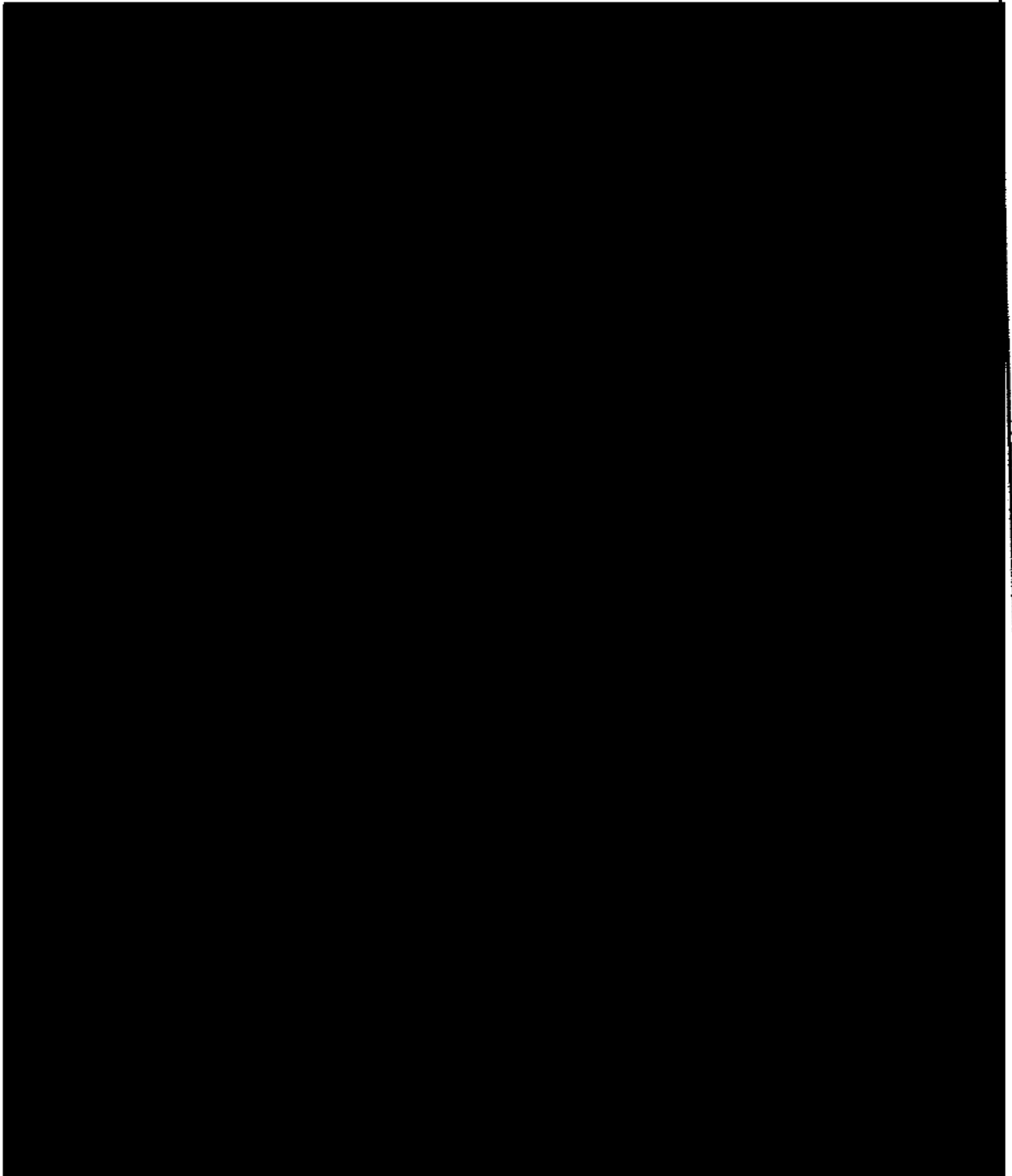


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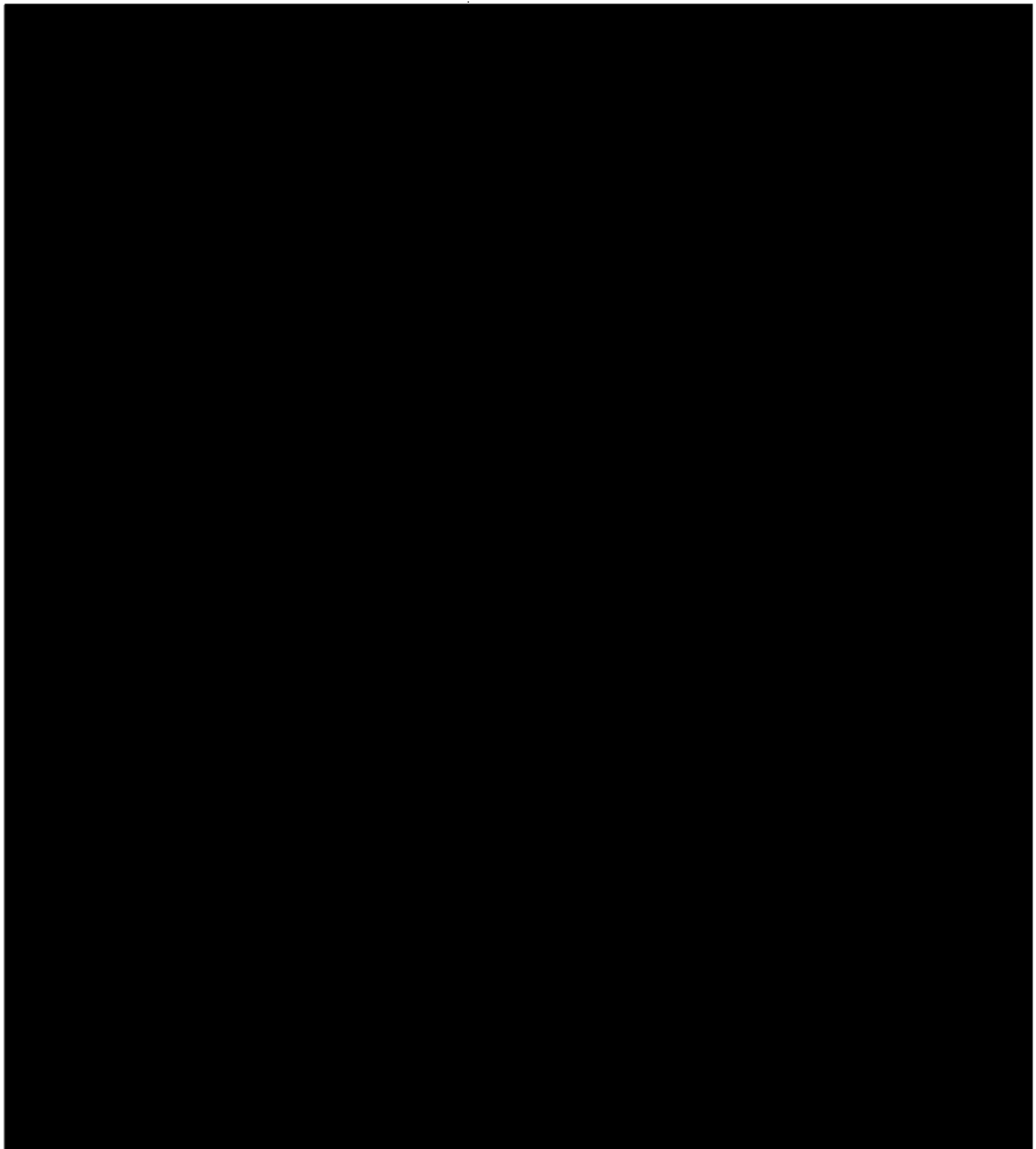




University of Pretoria

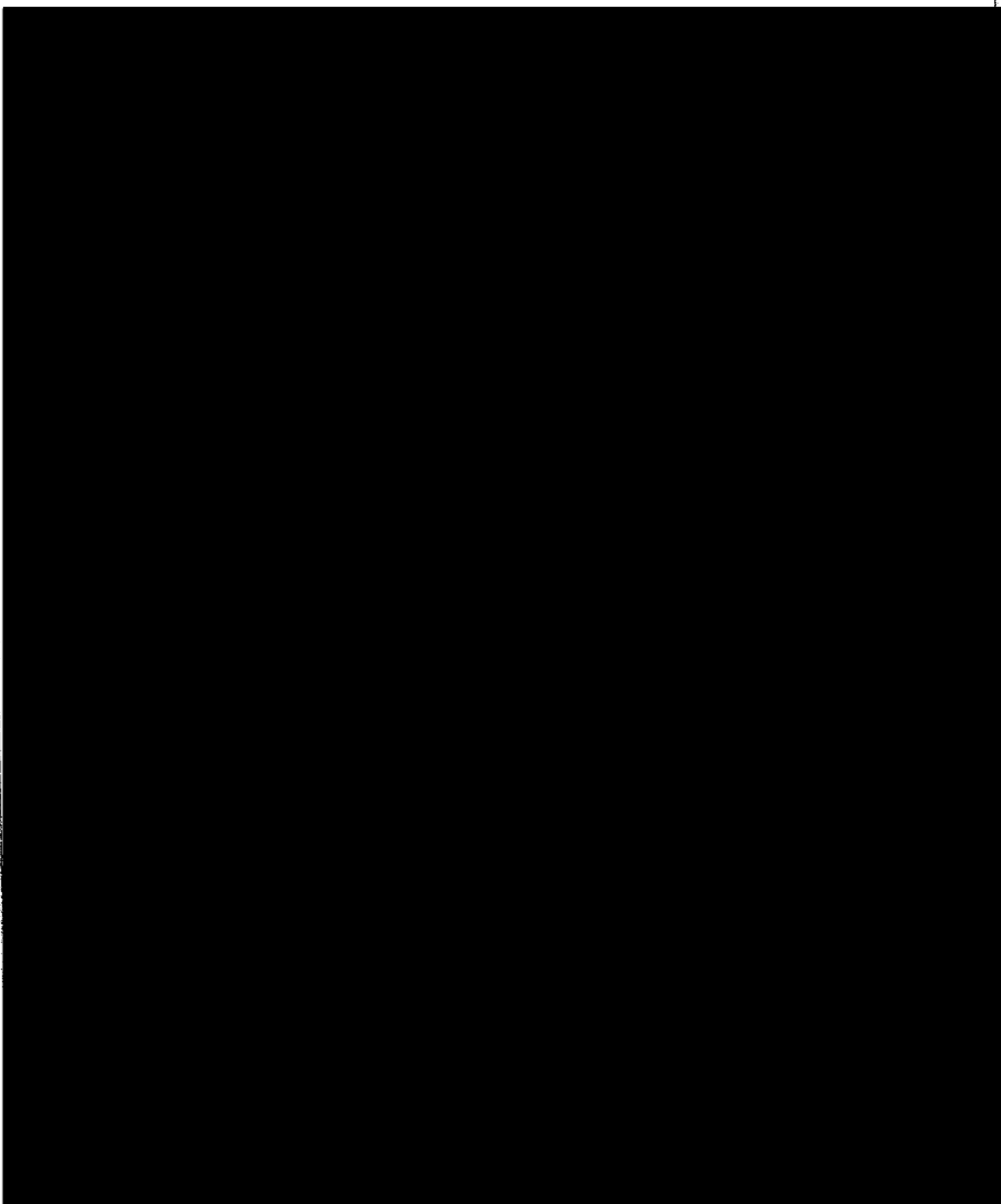


University of South Africa

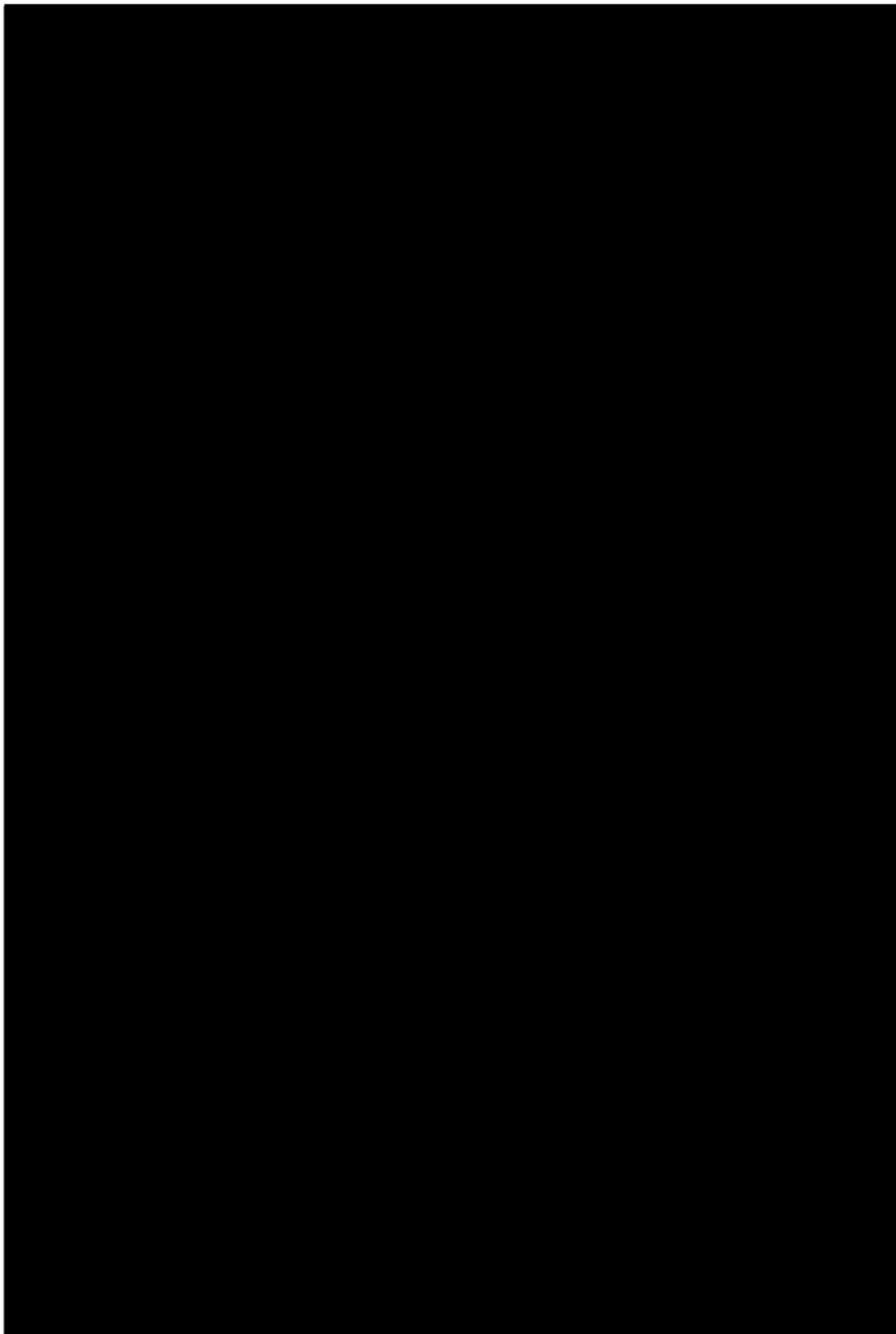


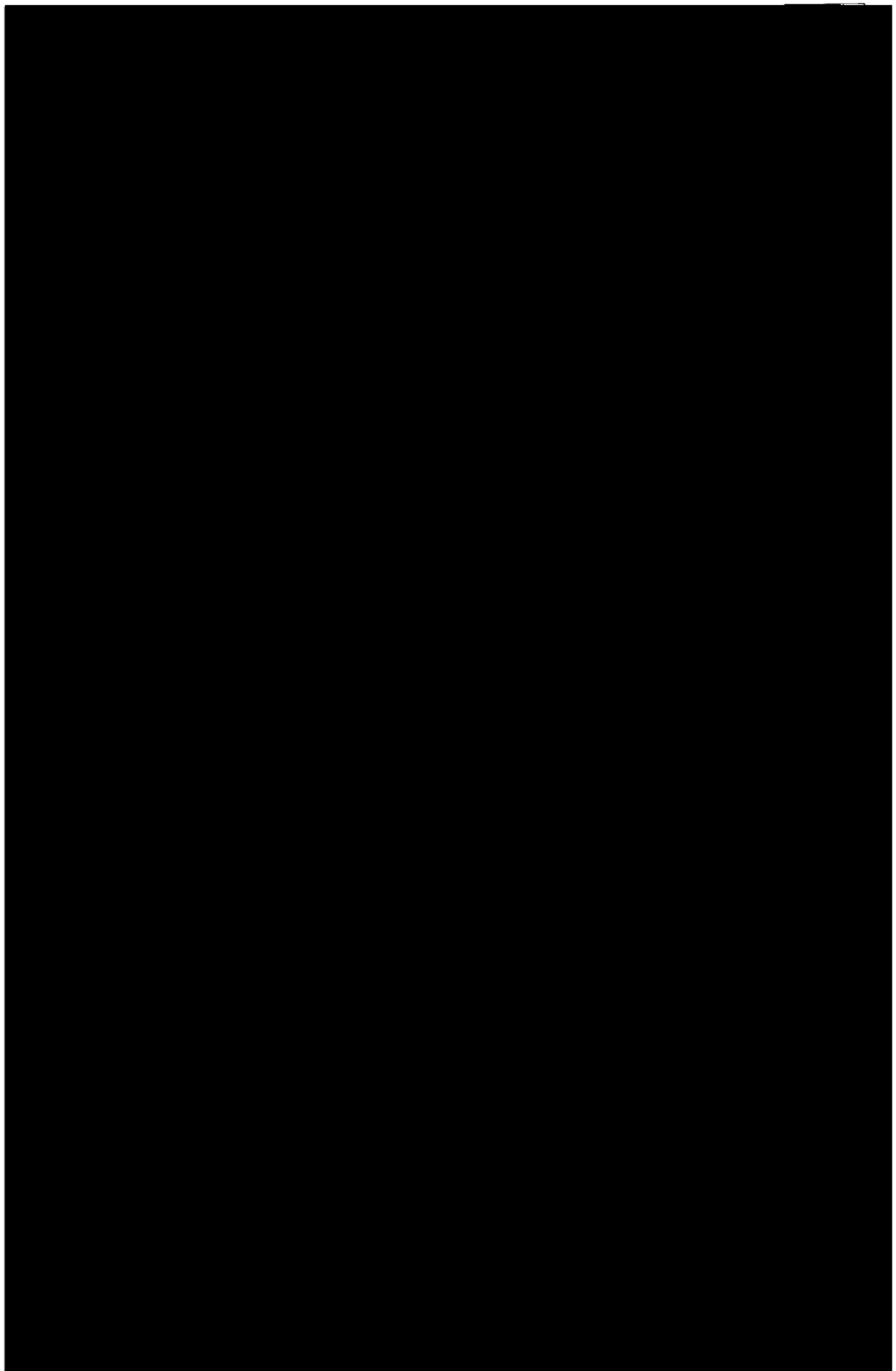
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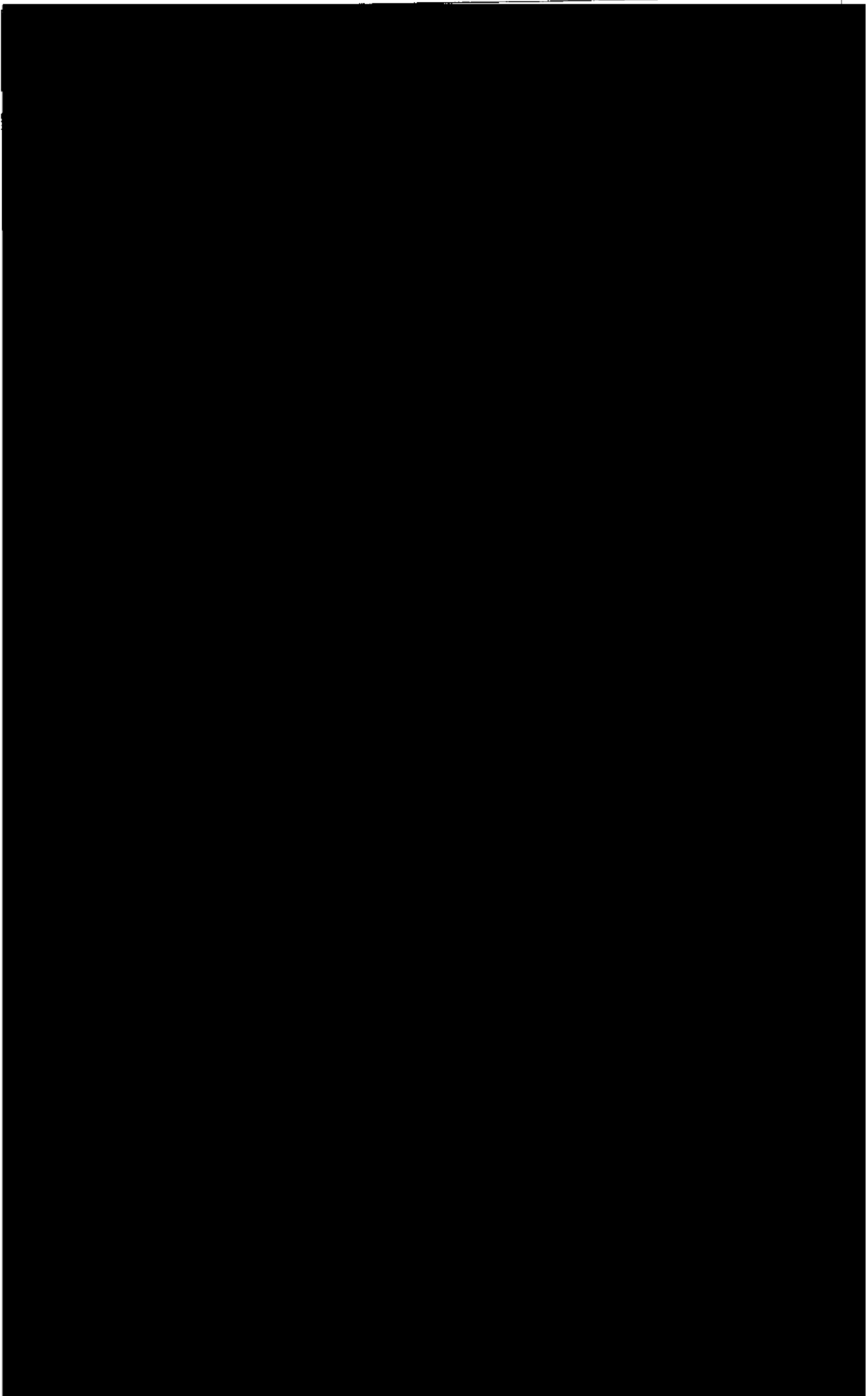
MANAGEMENT SCHOOL

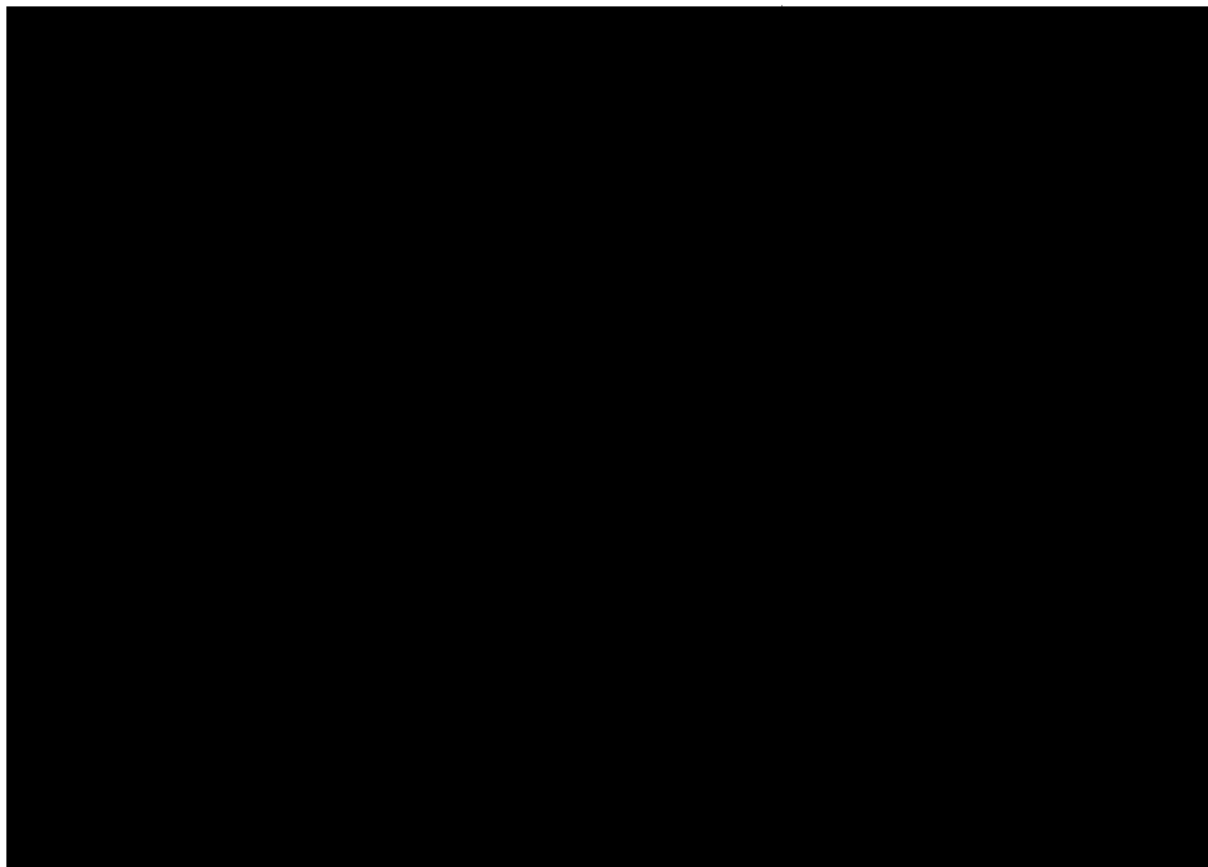




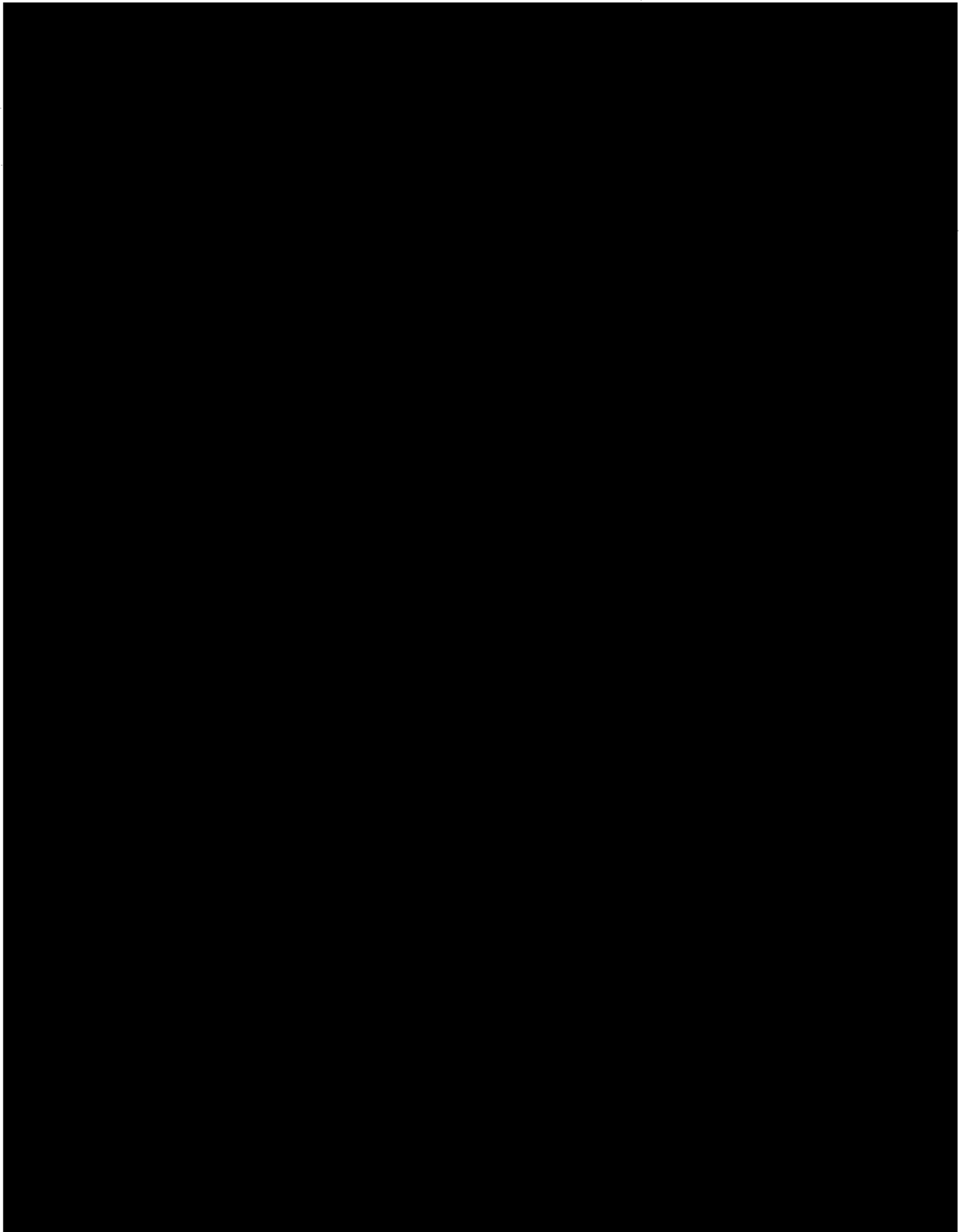


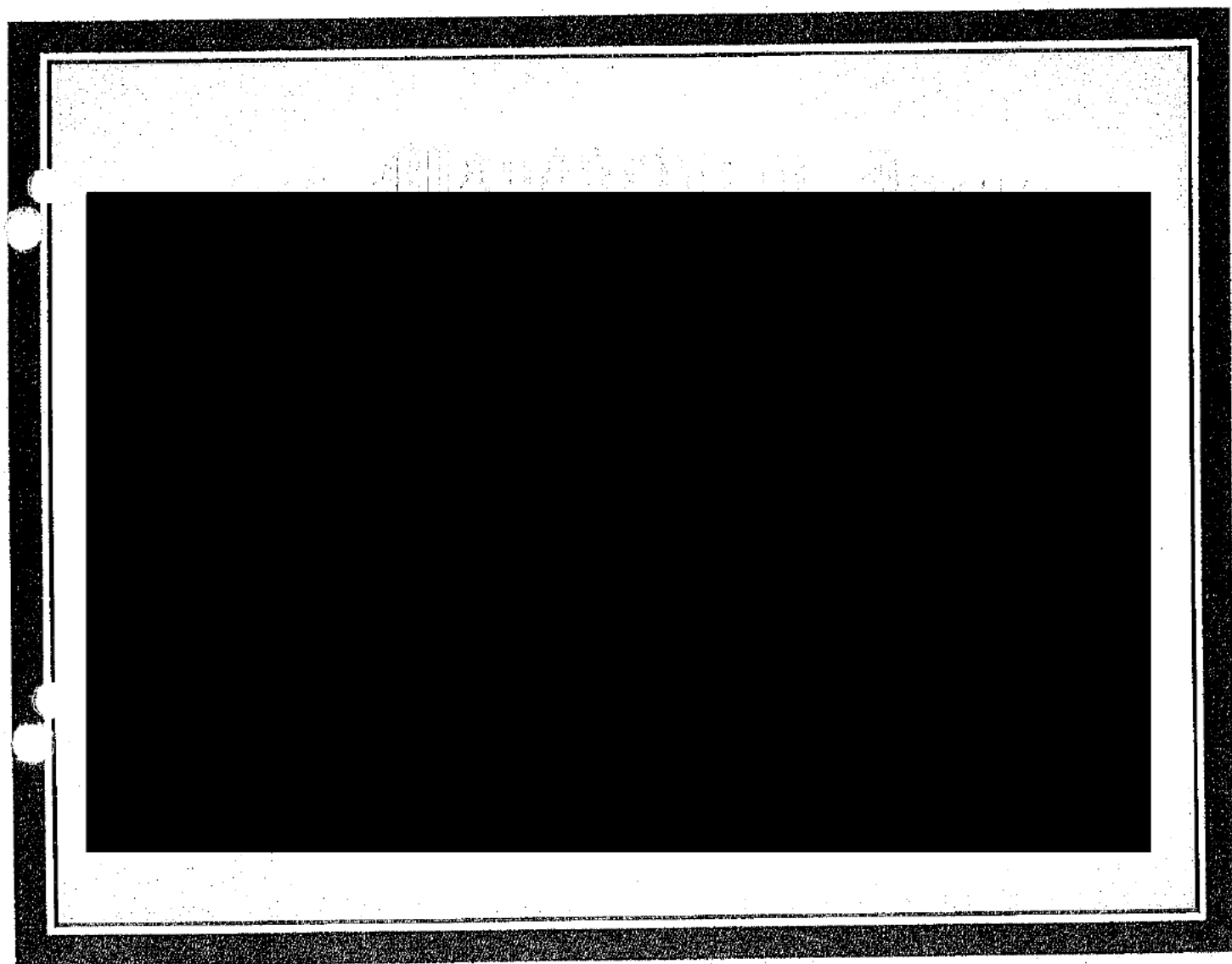


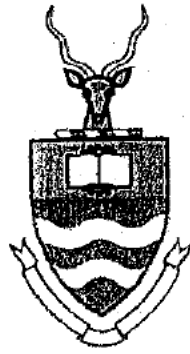




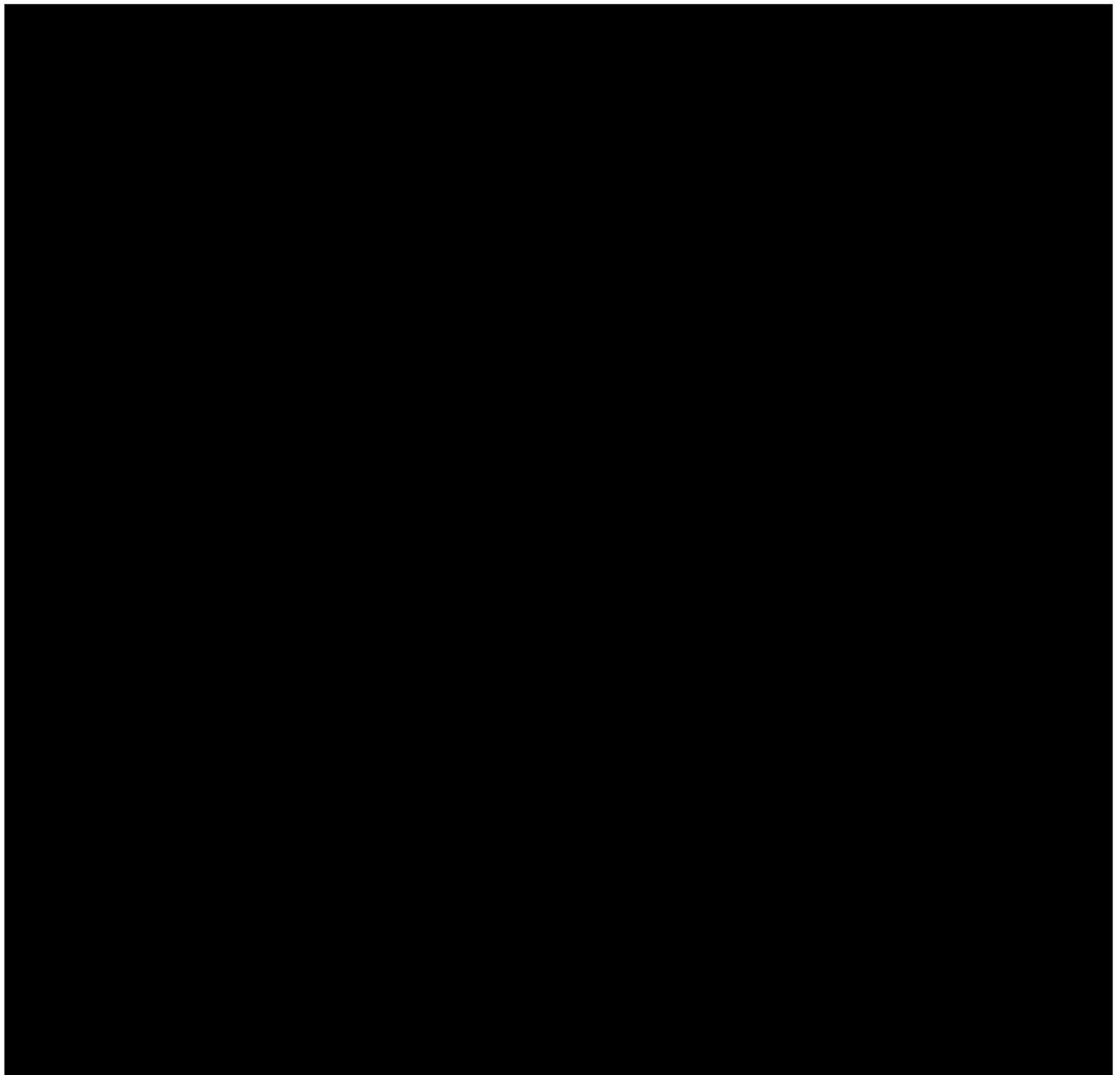
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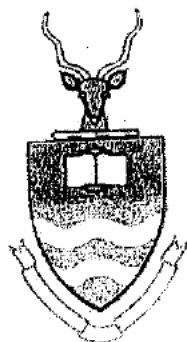




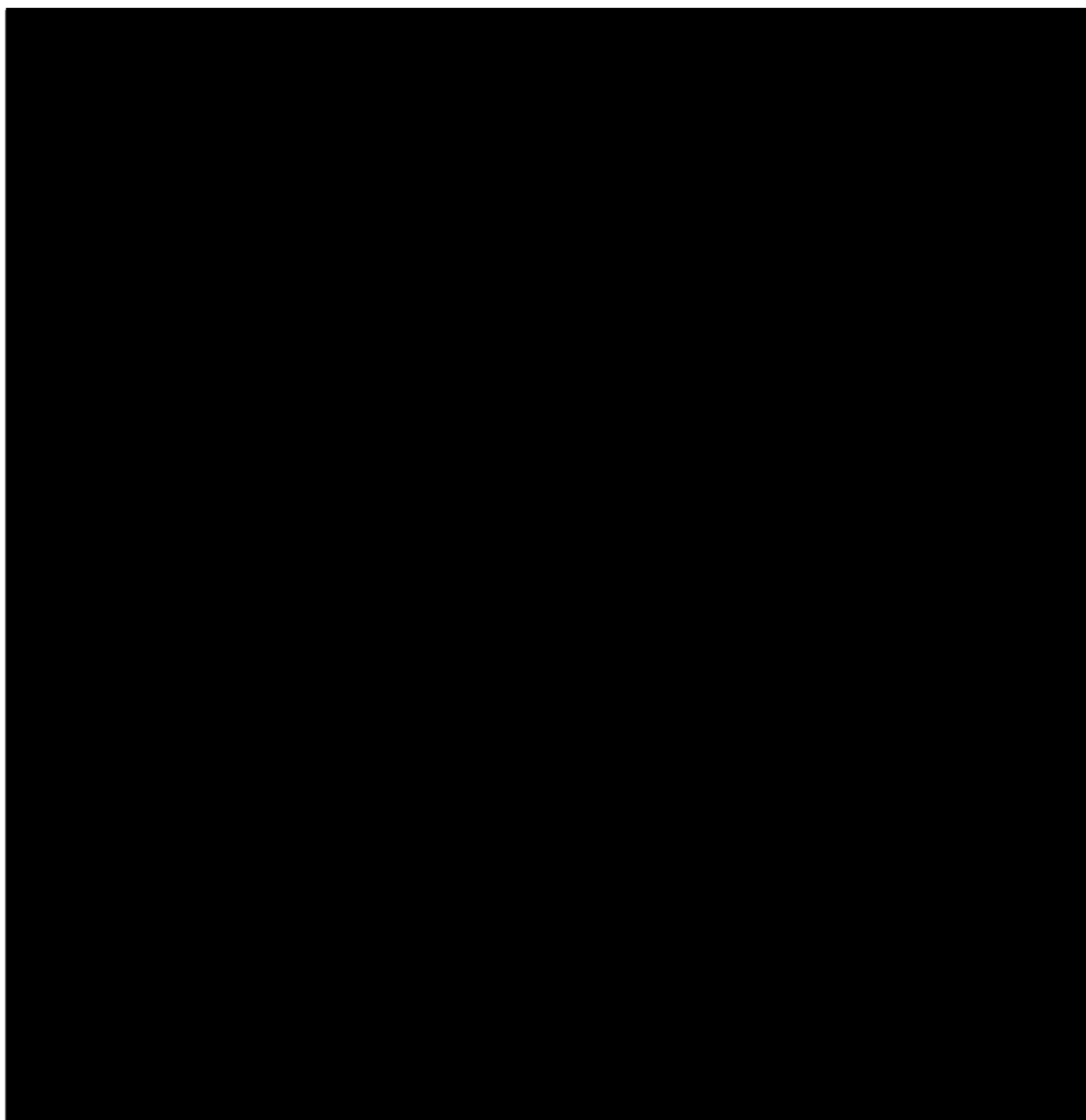


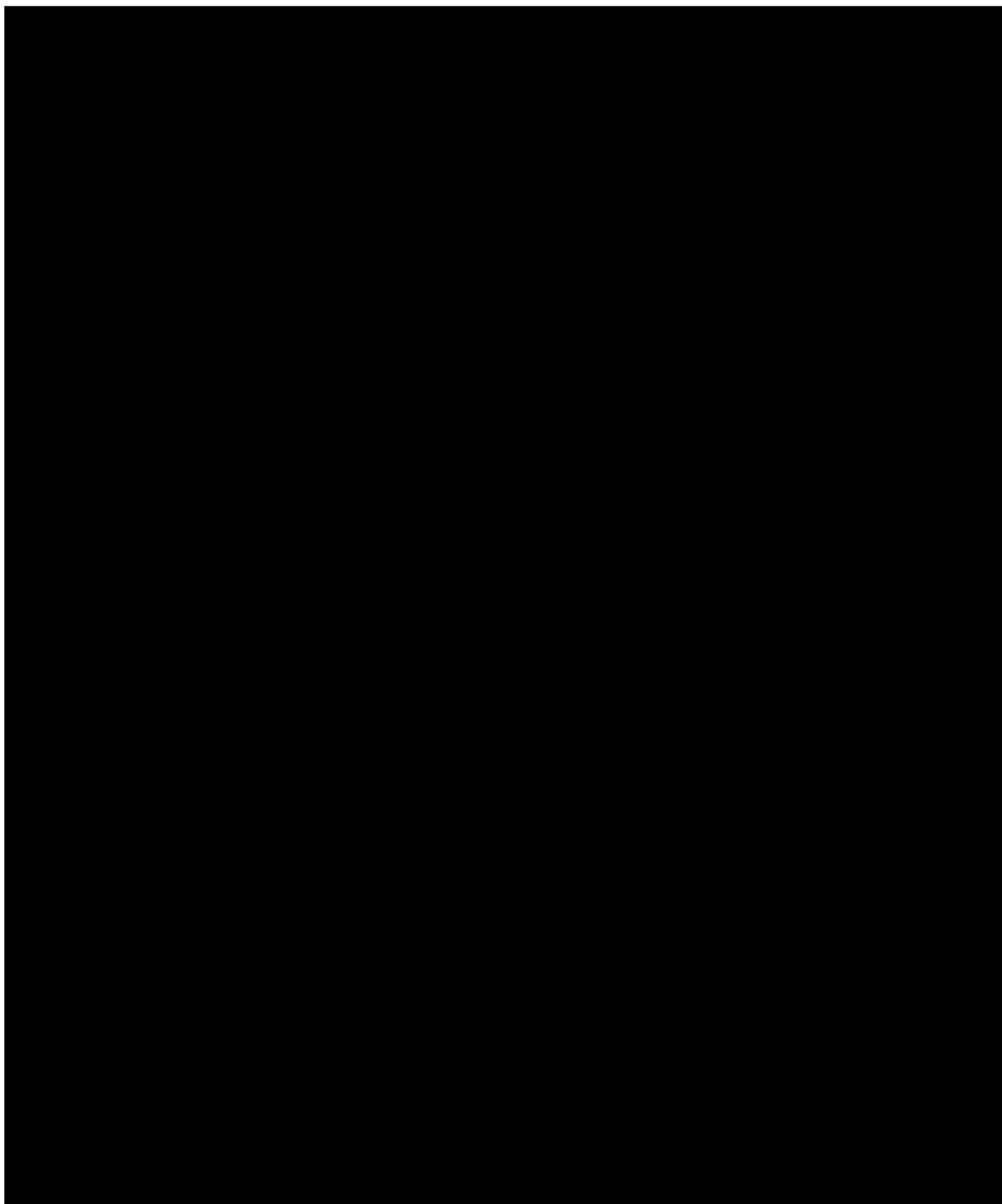
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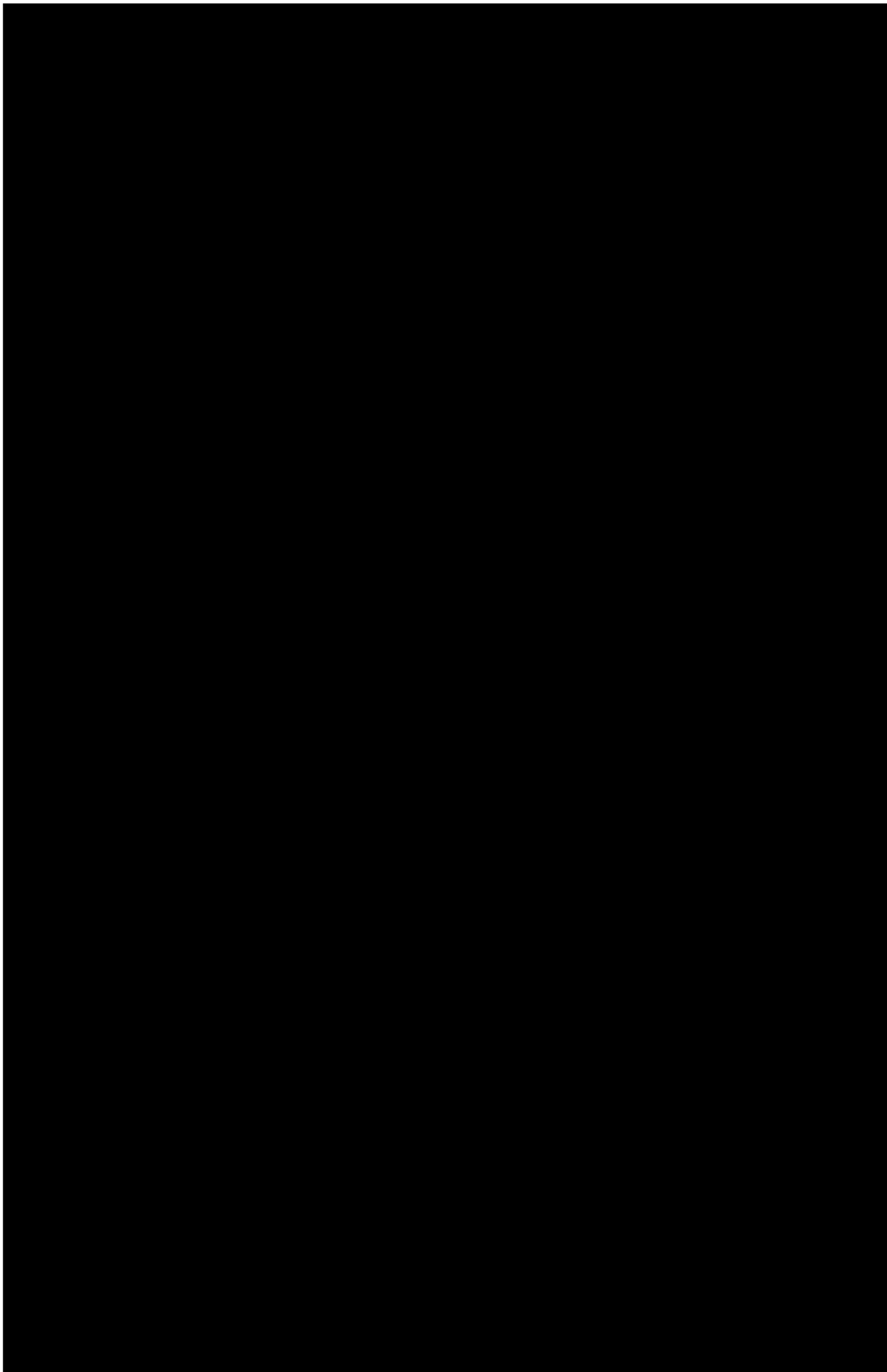


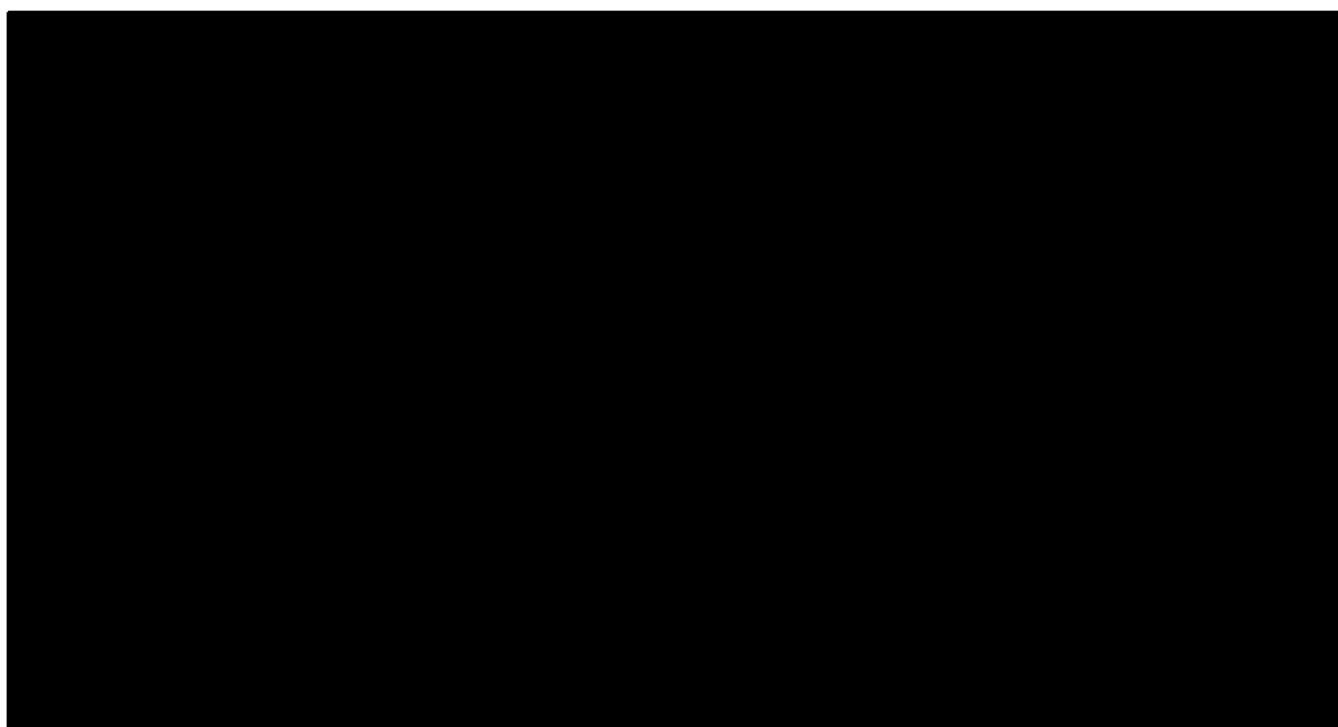


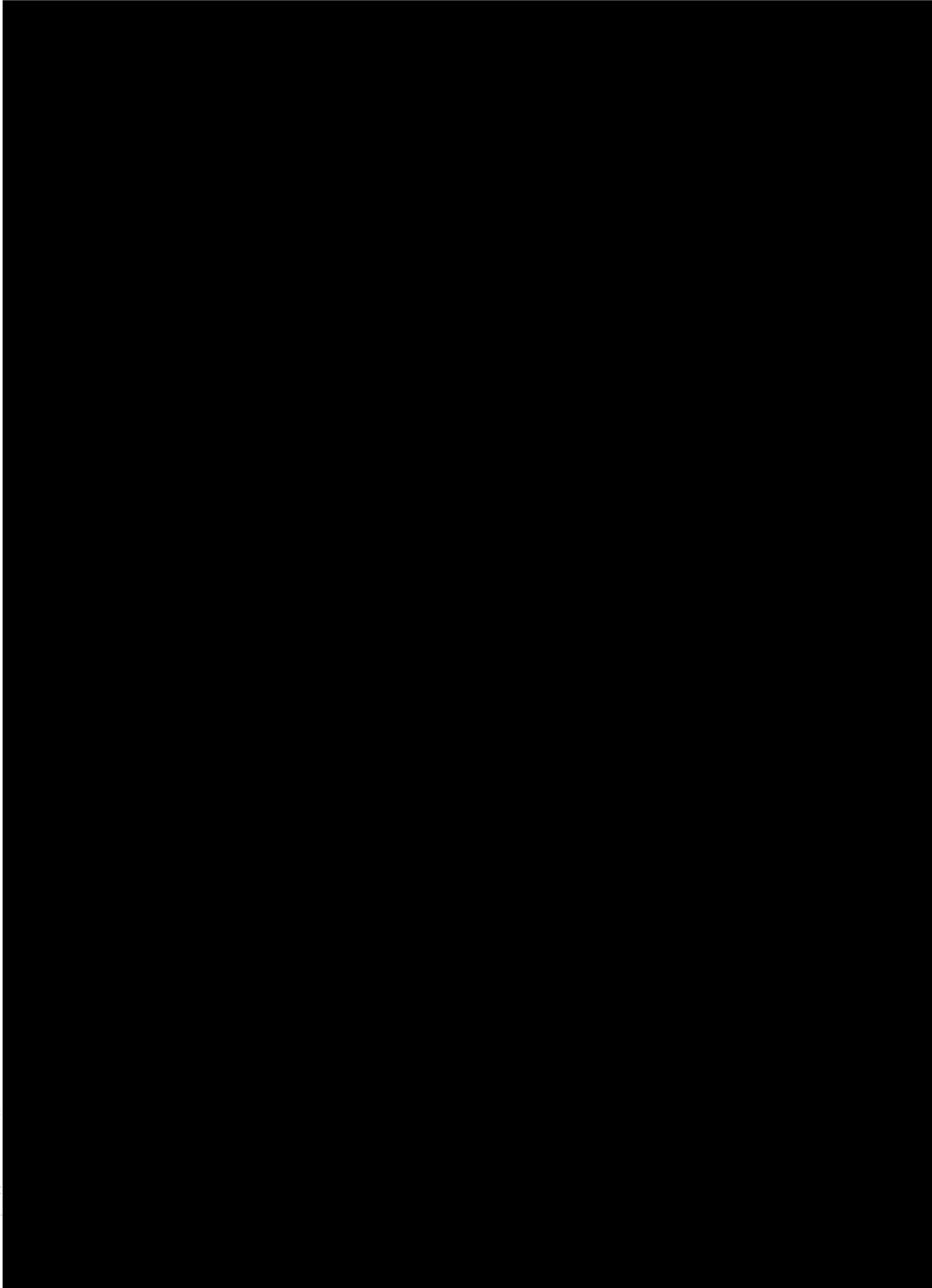
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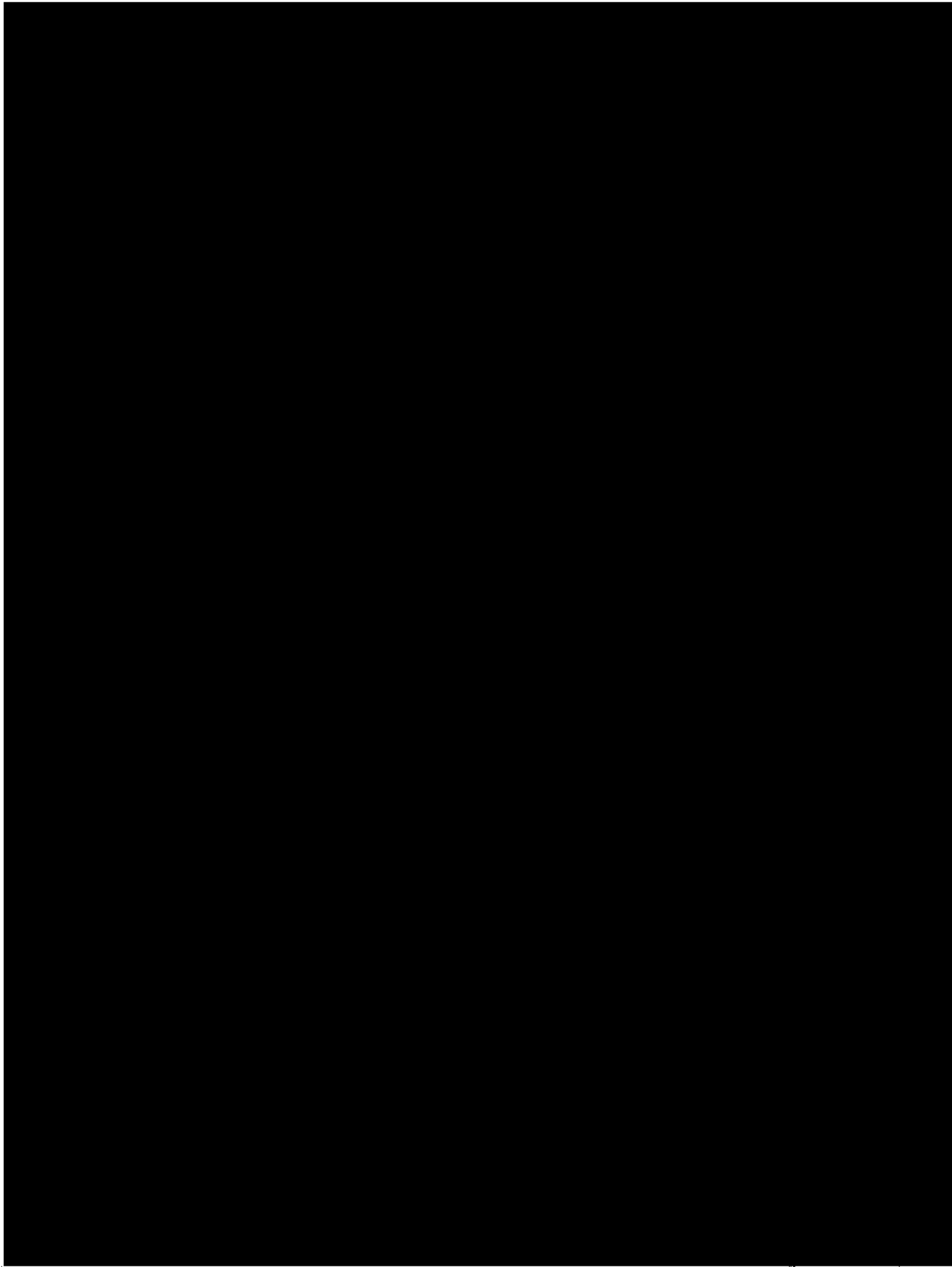
University
of the
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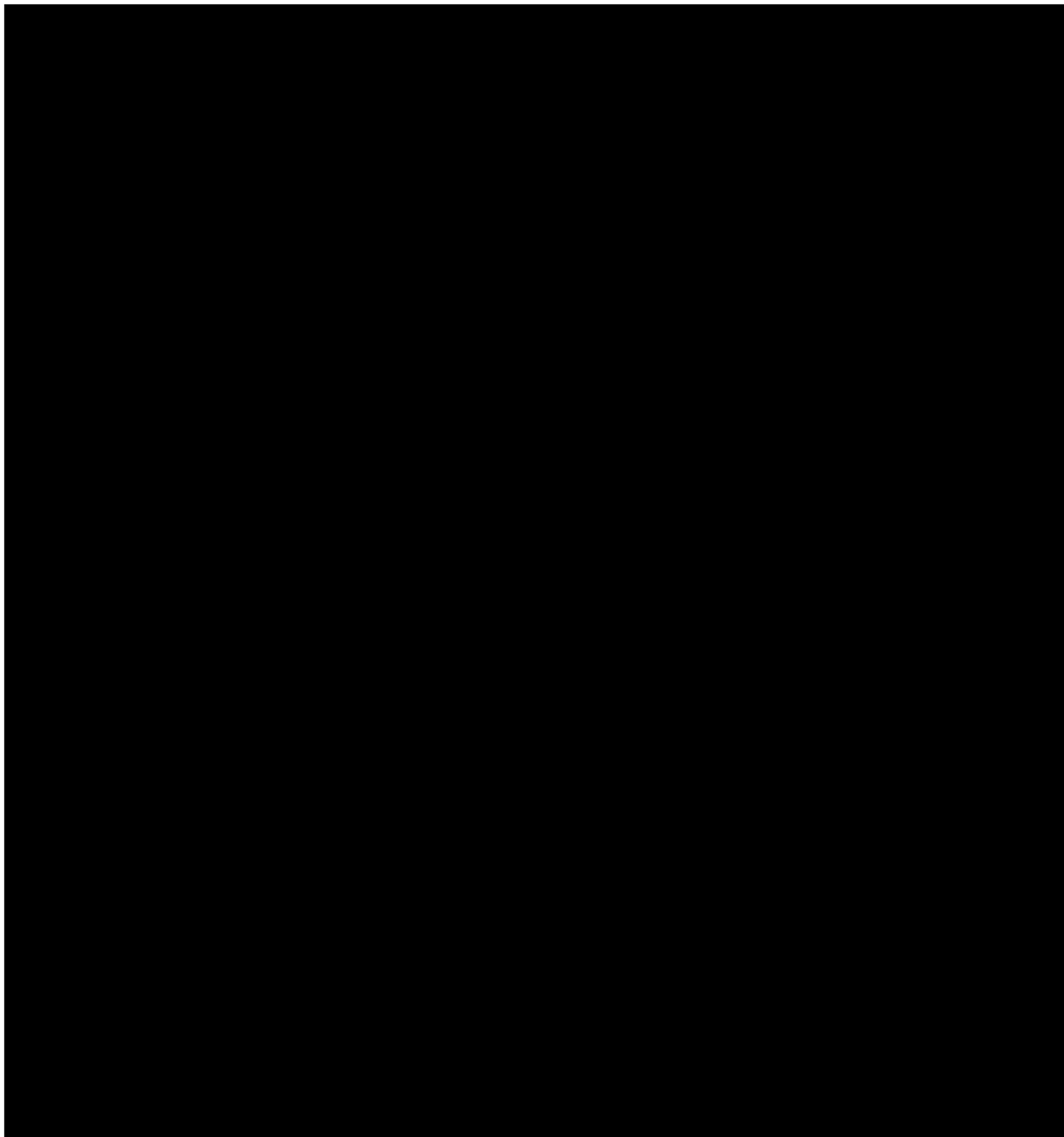


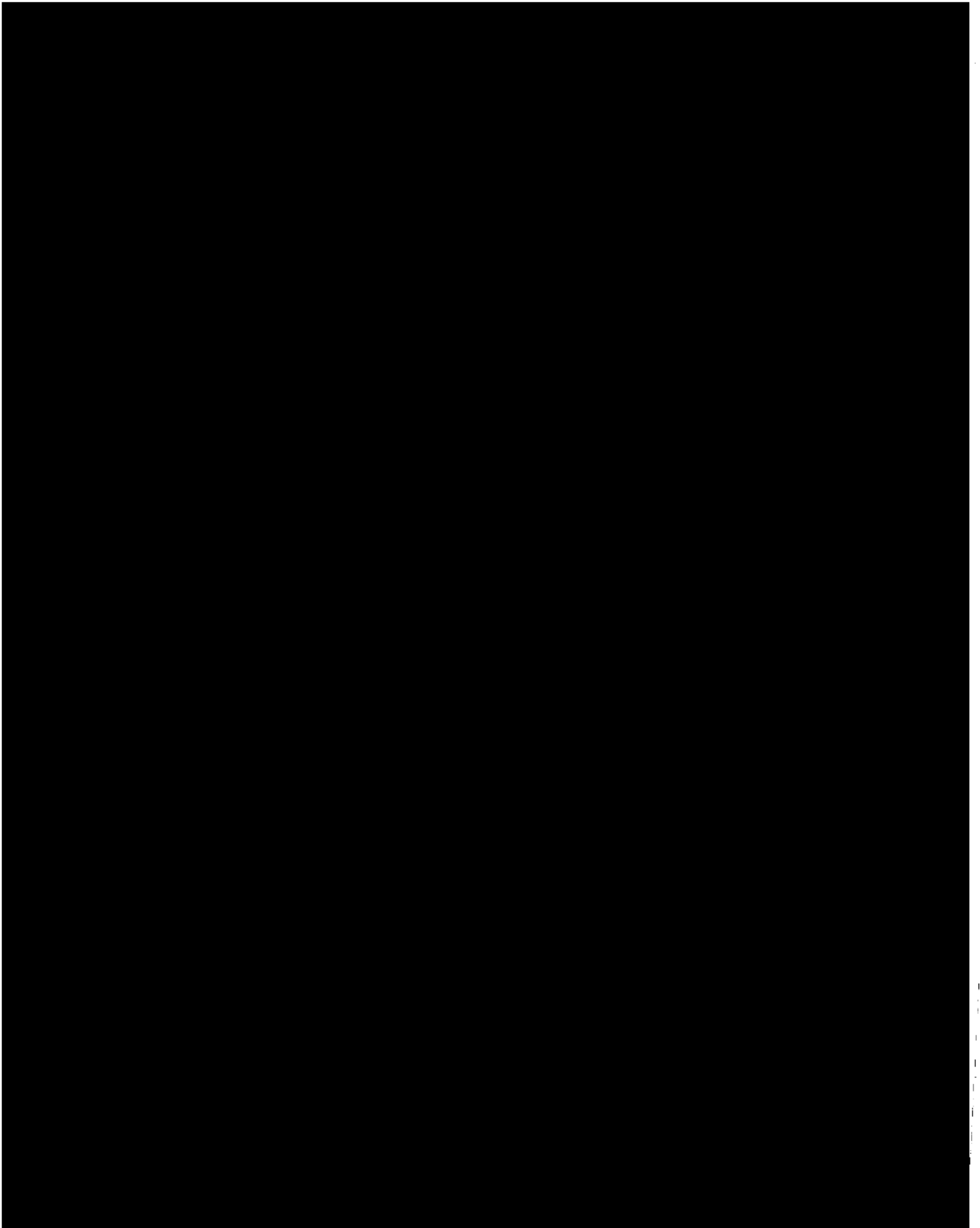
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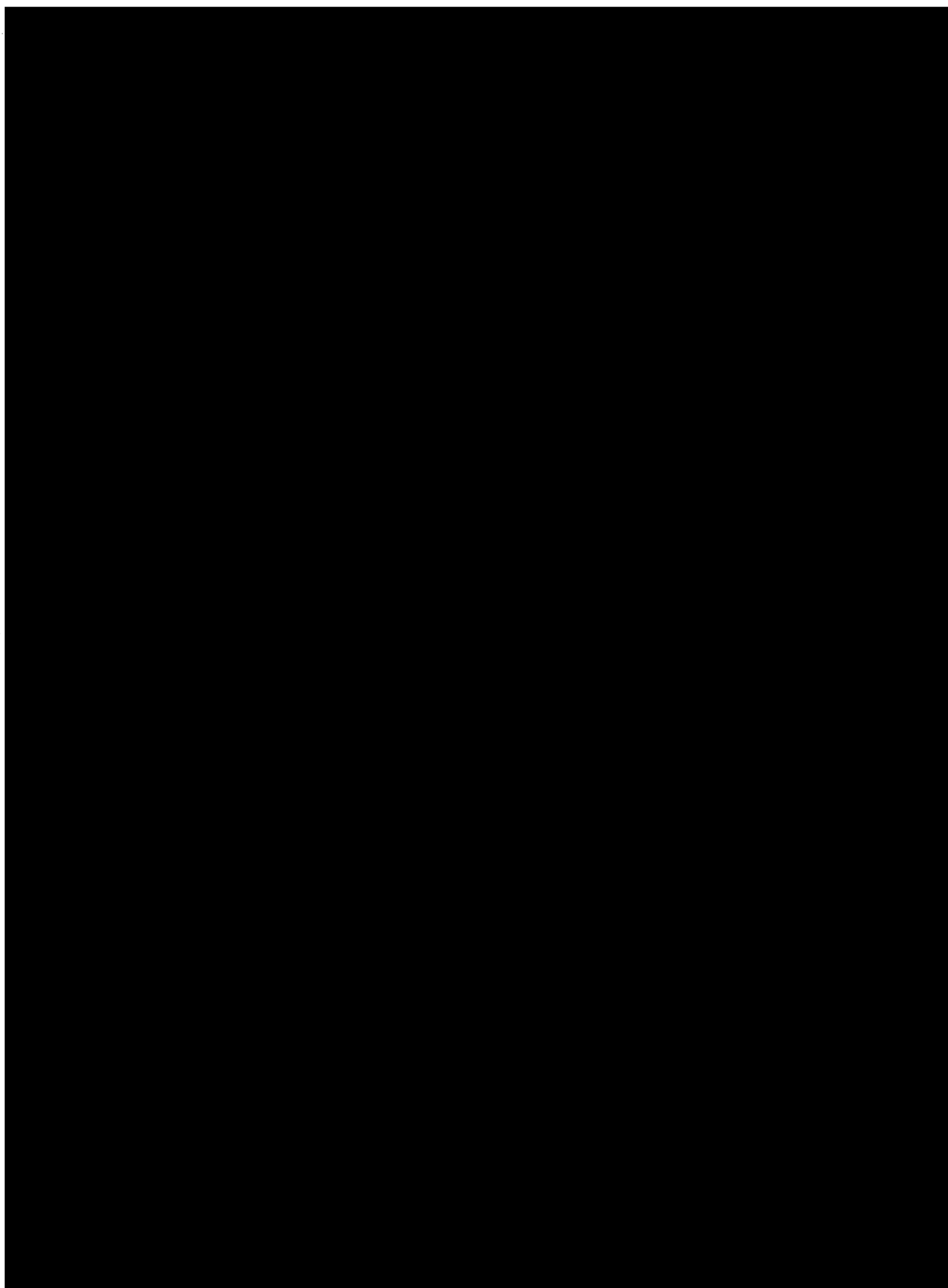


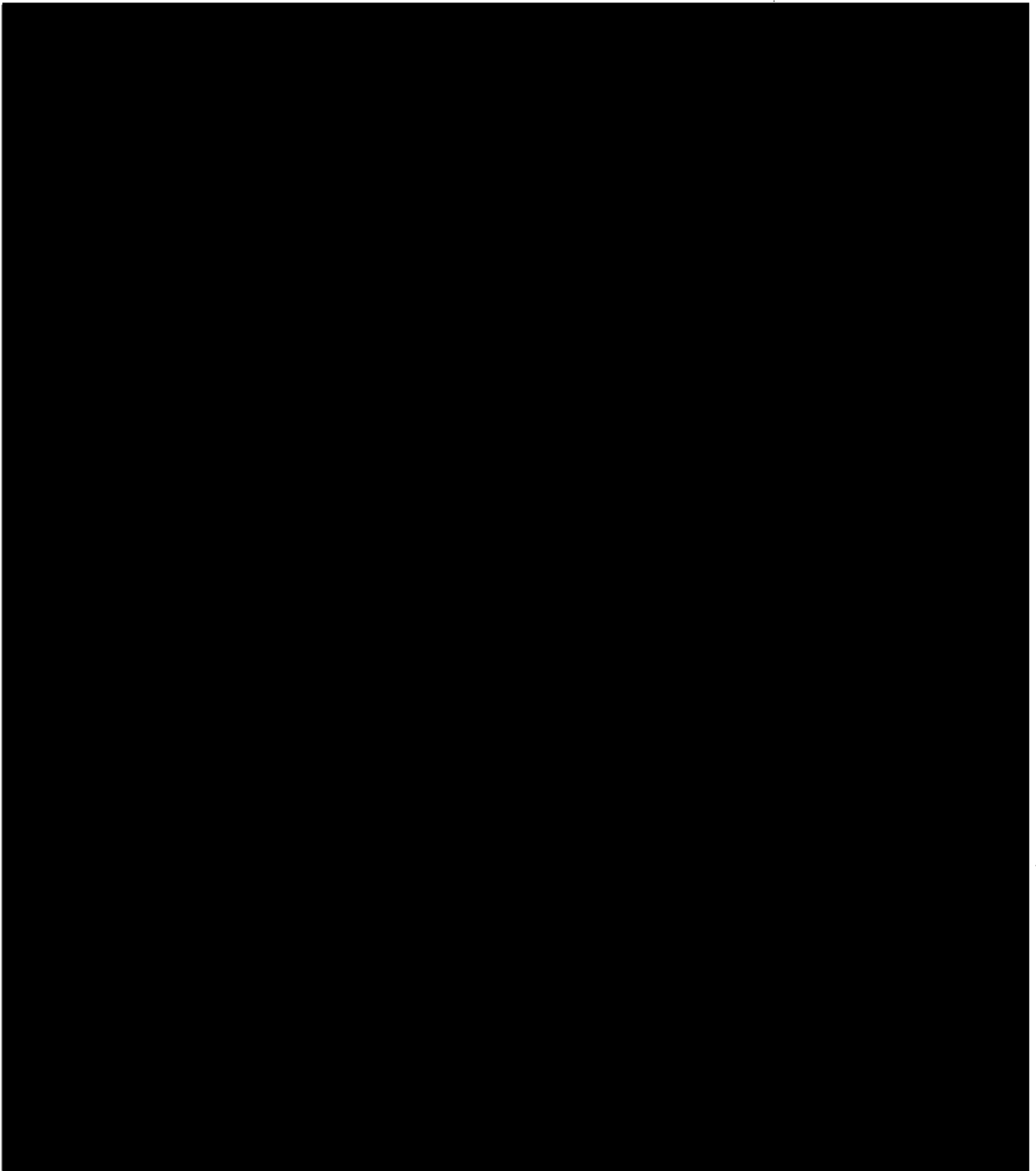


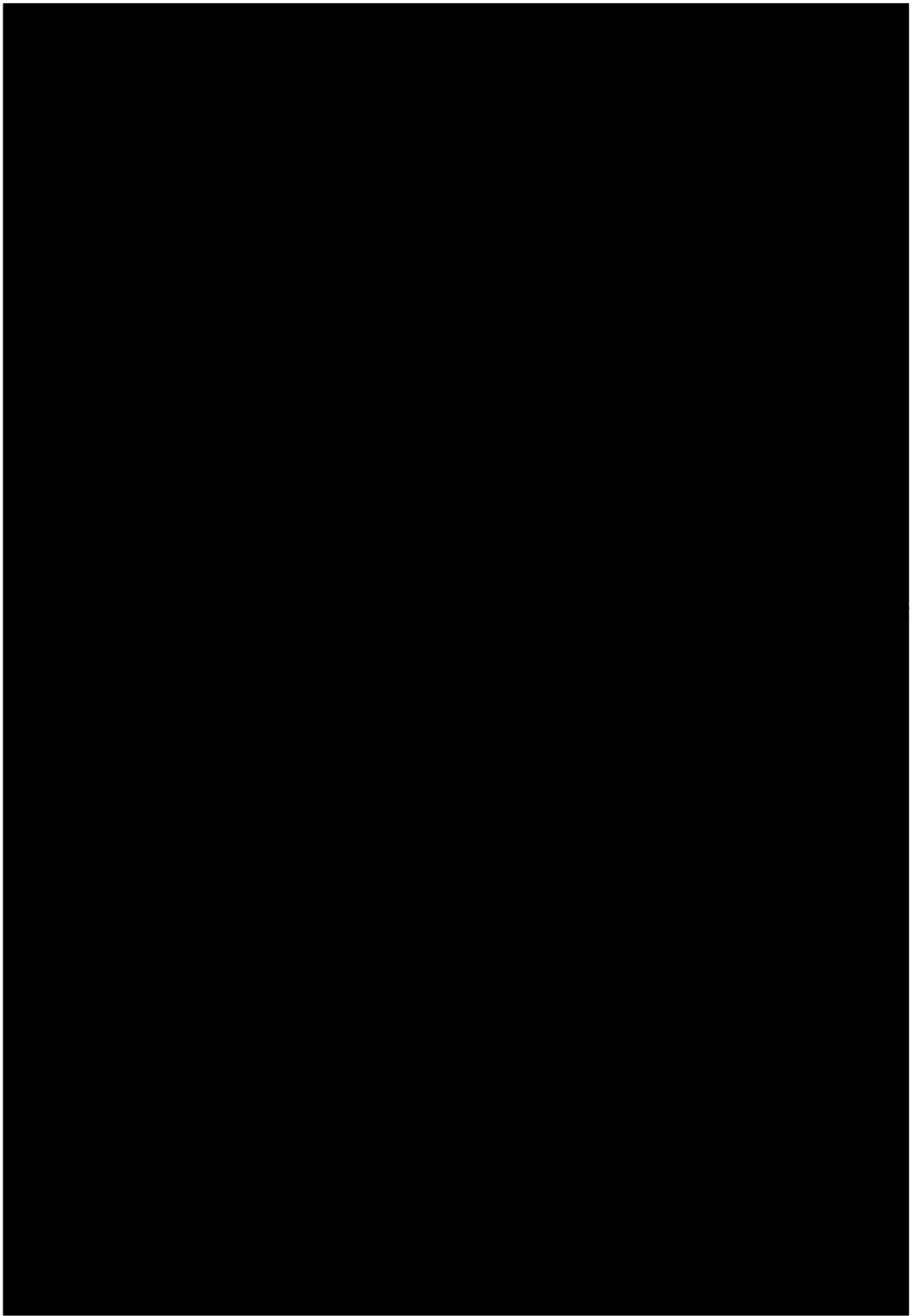
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High school Eastern Cape
SKILLS

- Leadership skills
- Project management/coordination
- Training skills
- Facilitation skills
- Presentation skills
- Planning and organising skills
- Workshop design skills
- Communication skills (verbal & written)
- Strong analytical skills
- Report writing skills
- Conflict management
- Stakeholder management

KNOWLEDGE

- Knowledge of training methodologies and techniques
- Knowledge of issues relating to the development sector
- Knowledge of housing, land and urban development policy frameworks
- Knowledge of Breaking New Ground Strategy
- Knowledge of People Housing Process

ABILITIES & COMPETENCIES

- Ability to communicate at different levels
- Ability to work under pressure and willingness to work irregular hours
- Ability to co-ordinate various stakeholders & inputs
- Ability to function independently with limited supervision
- Ability to maintain sound interpersonal relations
- Ability to hold the respect and confidence of team members and project partners
- Ability to gain trust and respect from poor communities advocating for decent houses

WORK EXPERIENCE



PERIOD : April 2010 TO DATE

POSITION : PROGRAMME COORDINATOR

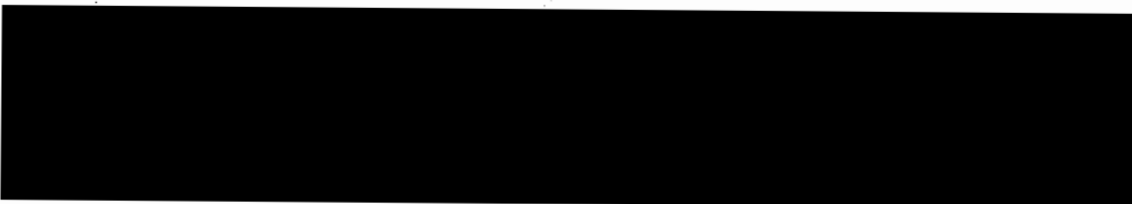
- Participate in national ePHP reference group discussions with National ePHP players
- To prepare or lead preparation of project plans and budgets
- To monitor and report on the overall project progress and on expenditure against budgets
- To facilitate effective appropriate planning, decision-making, communication and problem solving within the team
- To trouble shoot problems within the team and project and lead problem solving processes and conflict resolution

- To provide appropriate direction to the team and maximize the efficiency, effectiveness and quality of team members work
- To with support prepare consultants briefs and negotiate them together with management
- To supervise and monitor the performance and payment of consultants and contractors
- To support the development of assigned staff by:
 1. Discuss staff development needs with assigned staff
 2. Communicating staff development needs to Programme Director
 3. Executing assigned tasks with regard to meeting such needs
 4. Acting as mentor to assigned staff
- To introduce appropriate systems and procedures to improve effectiveness and efficacy in the assigned programme areas
- To commission, prepare and review feasibility studies for new projects within assigned programme areas
- To recommend the initiation of new projects based on feasibility studies to Programme Director
- To support the Programme Director on project monitoring & evaluation
- To contribute towards:
 1. The development of appropriate organizational strategies
 2. Fostering healthy organizational culture
 3. Building a positive public profile for the organisation

POSITION

: DEVELOPMENT FACILITATOR

- Keep abreast of developments in the development and housing sectors
- Support, lead Development, Design and Deliver formal courses
- Conceptualize Workshop designs, input in production of training materials, methodologies, production of material to support housing and social development processes
- Give organizational and social development support to community projects which include PHP projects and ensure sufficient attention is given to technical requirements of the project
- Coordination of the DAG leadership training
- Participate in DAG consultancy work (training, social facilitation)
- Give mentorship to DAG interns
- Facilitate DAG PHP projects (including unblocking blocked projects)
- Participate in DAG learning forums
- Represent DAG in external forums (Conferences and seminars or students fora)
- Lobbying and Advocacy
- Identify blockages, challenges and opportunities in the policy and delivery environment
- Play a role in formulating and implementing an advocacy and lobbying strategy informed by current policy but grounded in project experience
- Network DAG and our project partners with other key role-players including public officials and those in the private sector
- Lobby key stakeholders
- Build and maintain advocacy partnerships

- 
- Provide content support to Centre Director
 - Provide strategic input into assigned projects and monitor and evaluate progress
 - Monitor overall progress of assigned projects and report on progress (individual bursary holders)
 - Monitor overall expenditure of assigned projects
 - Central filling of students information using live link
 - Tracking of individual project progress using oracle data-base
 - Introducing other staff members on oracle data-base
 - Updating of data-base
 - Assisting the Director in the selection process of new students
 - Coordination of Maths tutorial in disadvantaged high schools in the CoCT.

- 
- To, with assistance, carry out briefs for intermediate and simple research projects and project evaluations
 - To work with team members to identify and implement the appropriate research or evaluation methods
 - To liaise with relevant stakeholders
 - To co-ordinate and/or perform tasks related to the collection and processing of information including:
 - To design questionnaires and sampling techniques for simple and intermediate projects
 - To conduct focus group discussions
 - To, with assistance, write up research findings
 - To proof-read and edit documents
 - To be involved in the publication and distribution of research projects and project evaluations
 - To assist with the preparation of DAG submissions related to tender documents or proposal calls

NB: Joined DAG in 2005 as an intern through the Public Policy Partnership programme.

SOCIAL INVOLVEMENT

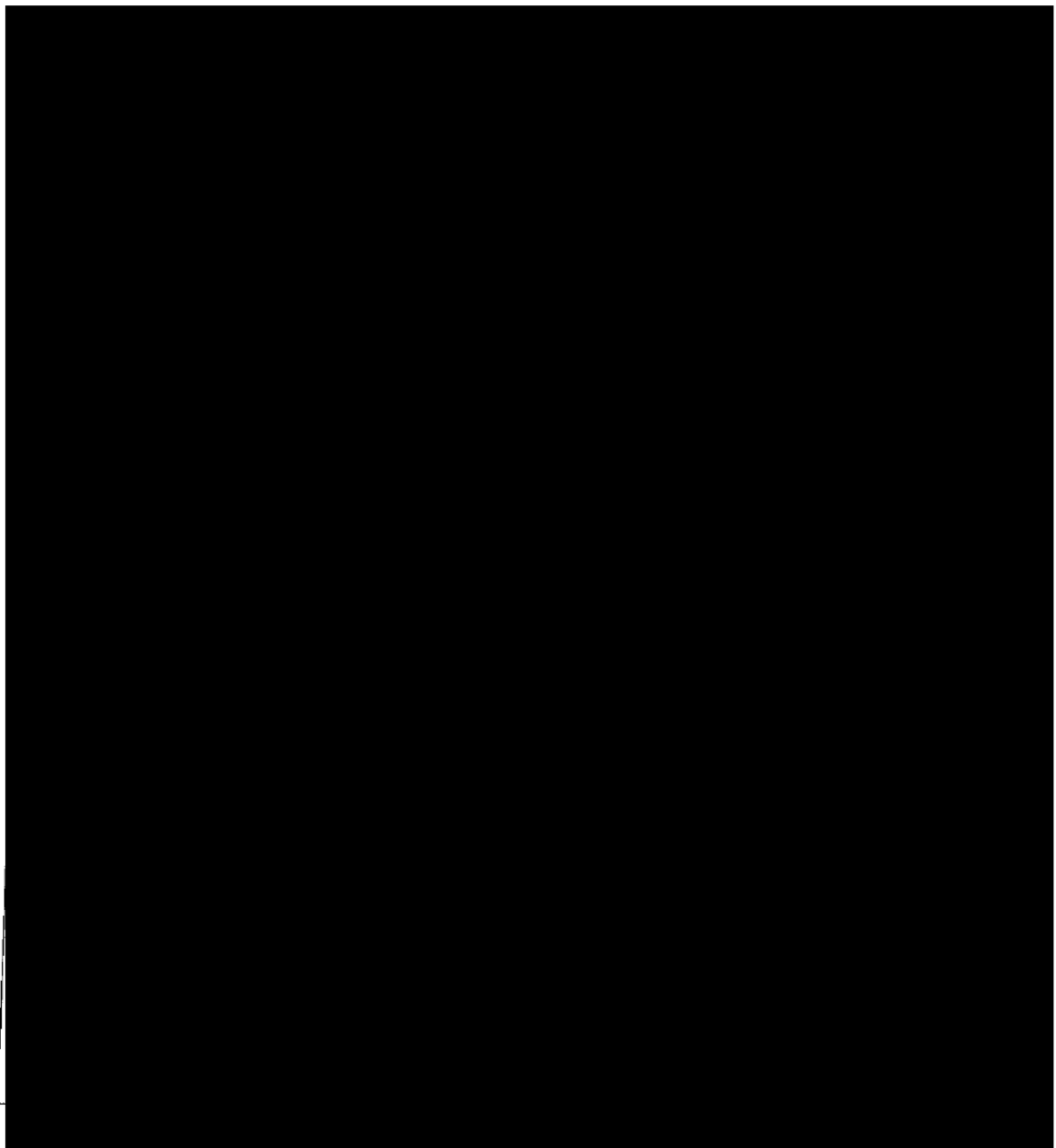


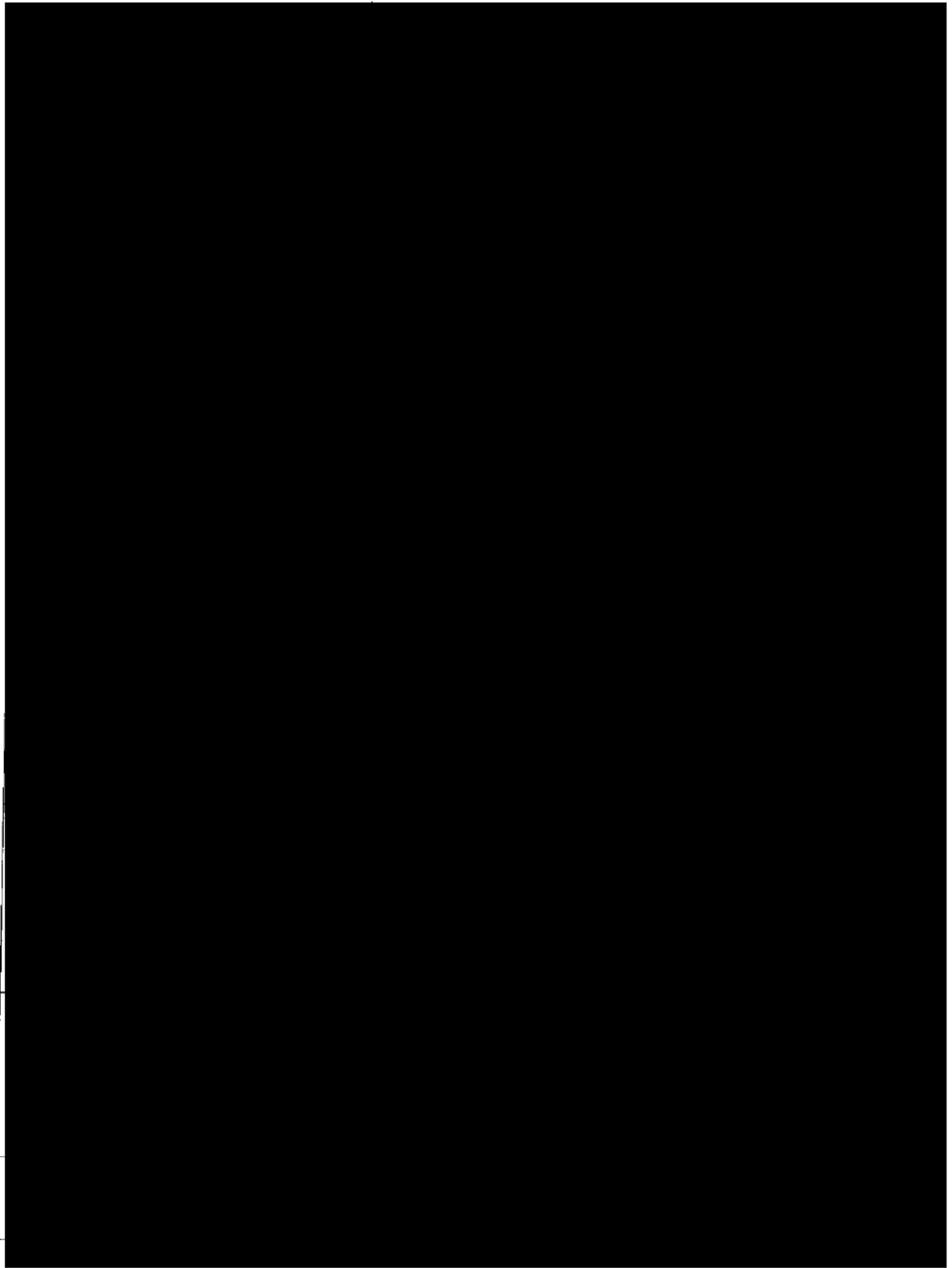
During my university years I volunteered in a Non-Profit Organization called Rural Area Development Foundation aiming to bridge the gap between tertiary institution

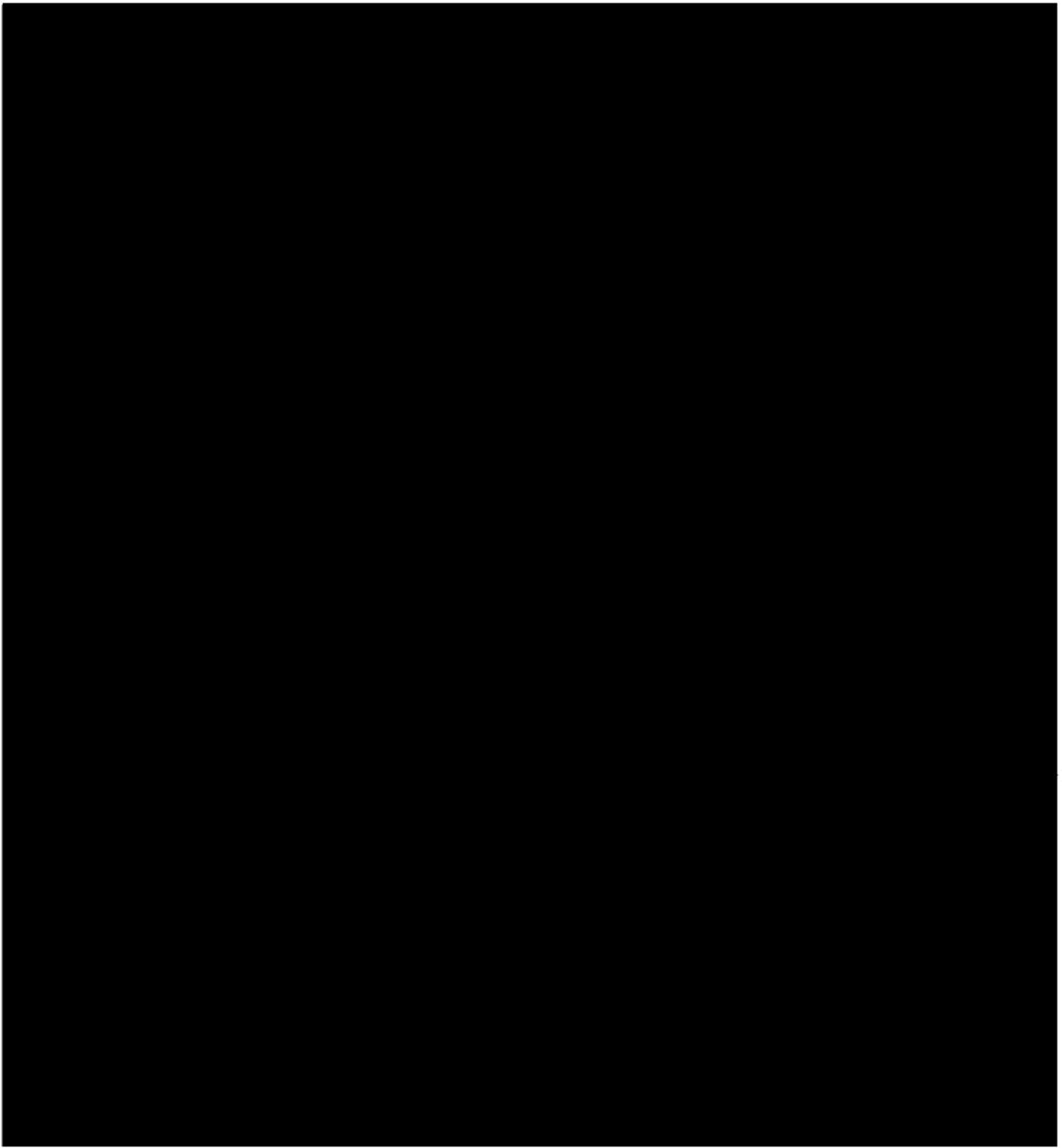
and rural high school. We meet objective of the organization by organizing career exhibition in rural schools in former Transkei areas. We provided learners with information on career choices and accessing financial assistance in tertiary institutions. This has given me an opportunity to give assistance to those people from disadvantaged educational backgrounds.

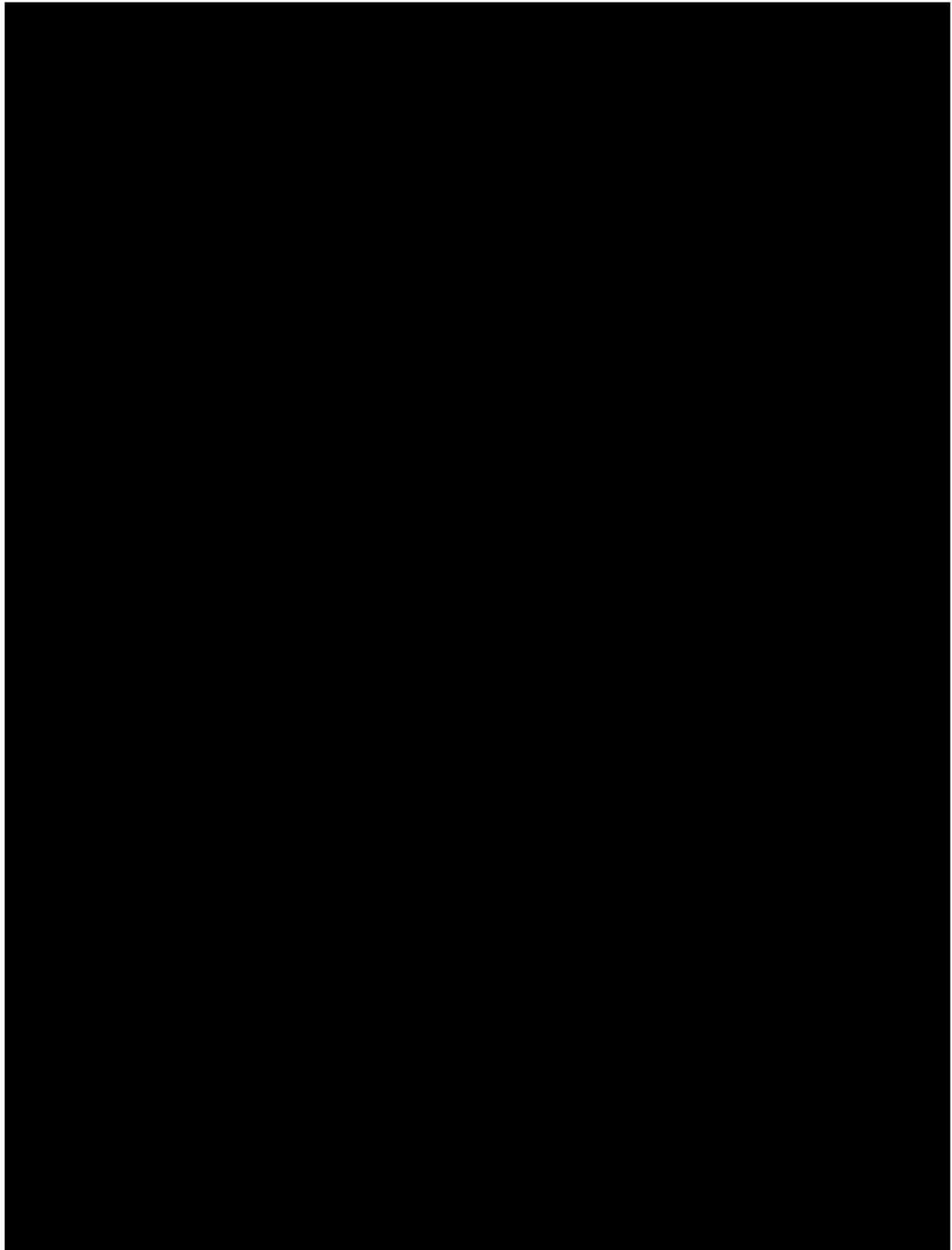


Umlazi Youth is a development organization based in Eastern Cape that supports rural youth to succeed and overcome immeasurable challenges facing us as young people.



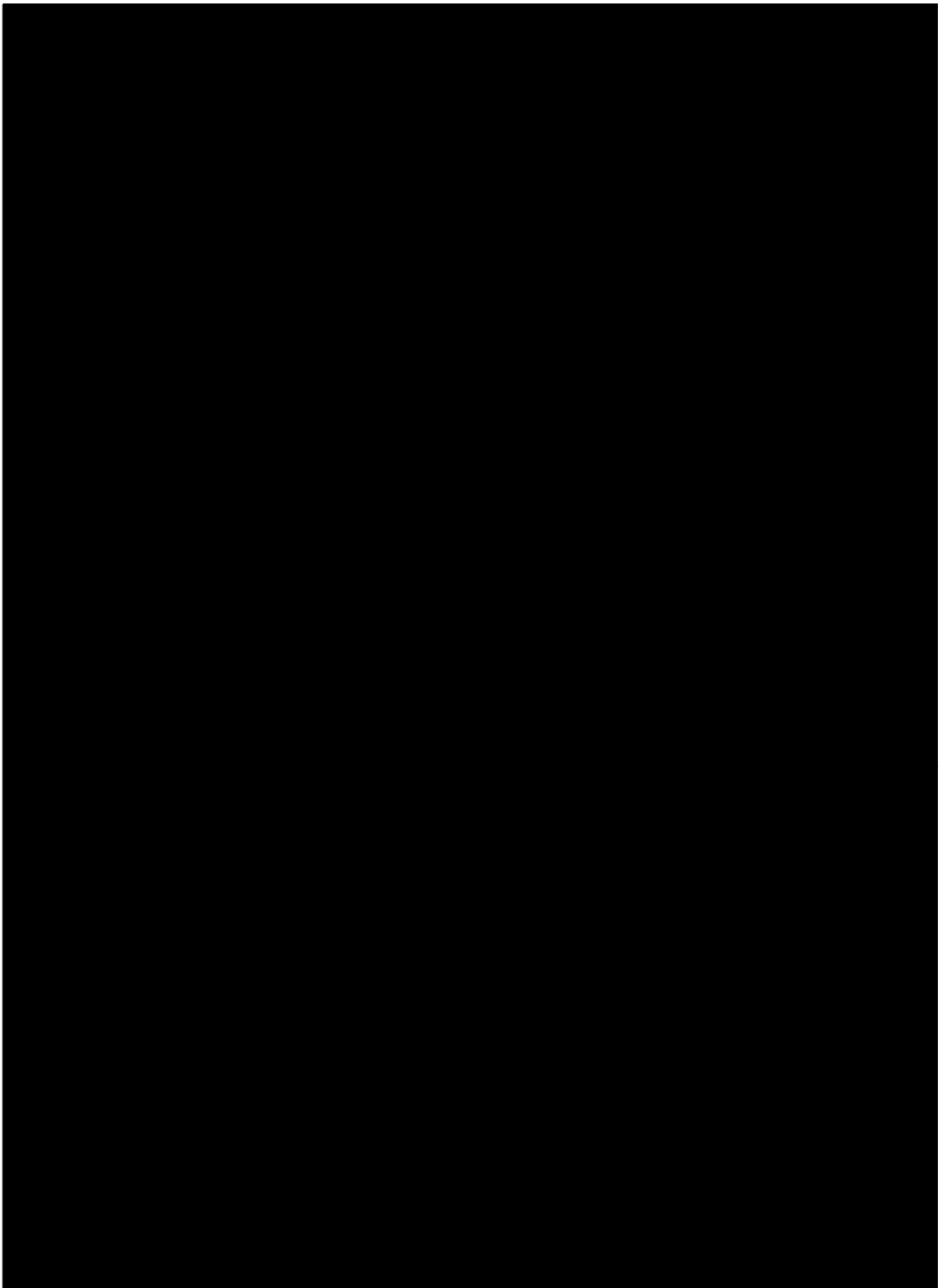


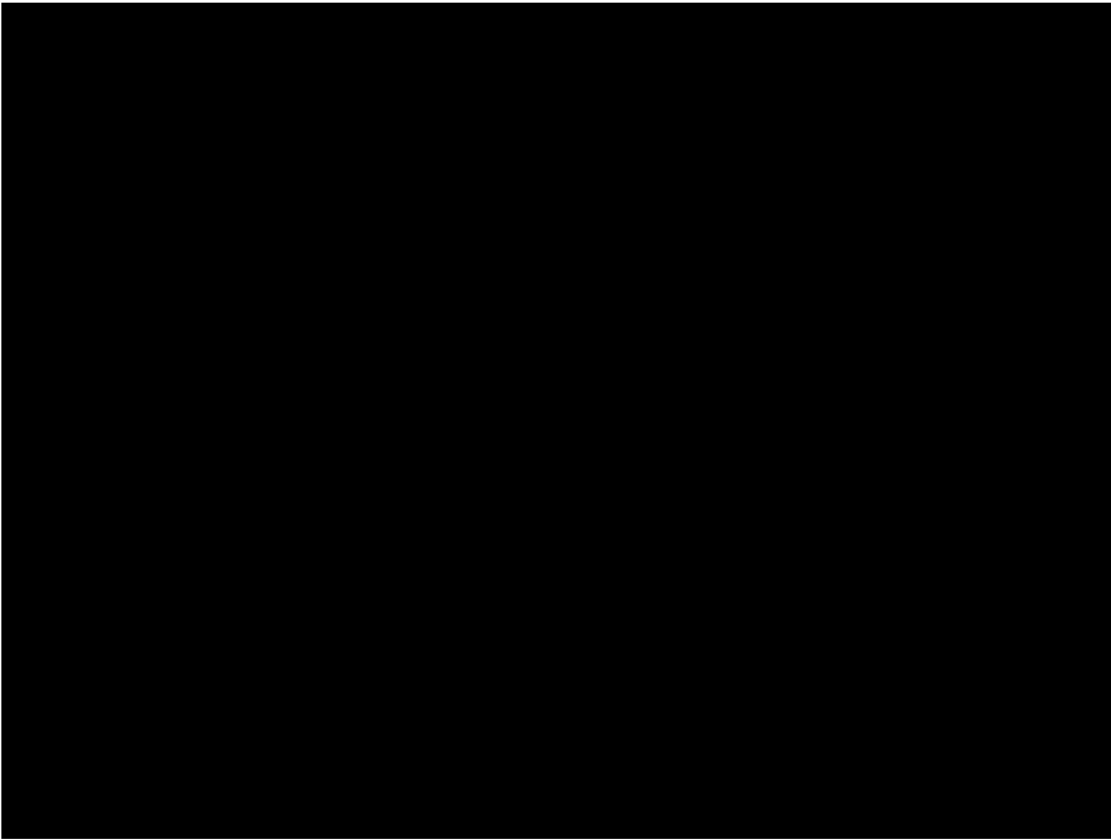




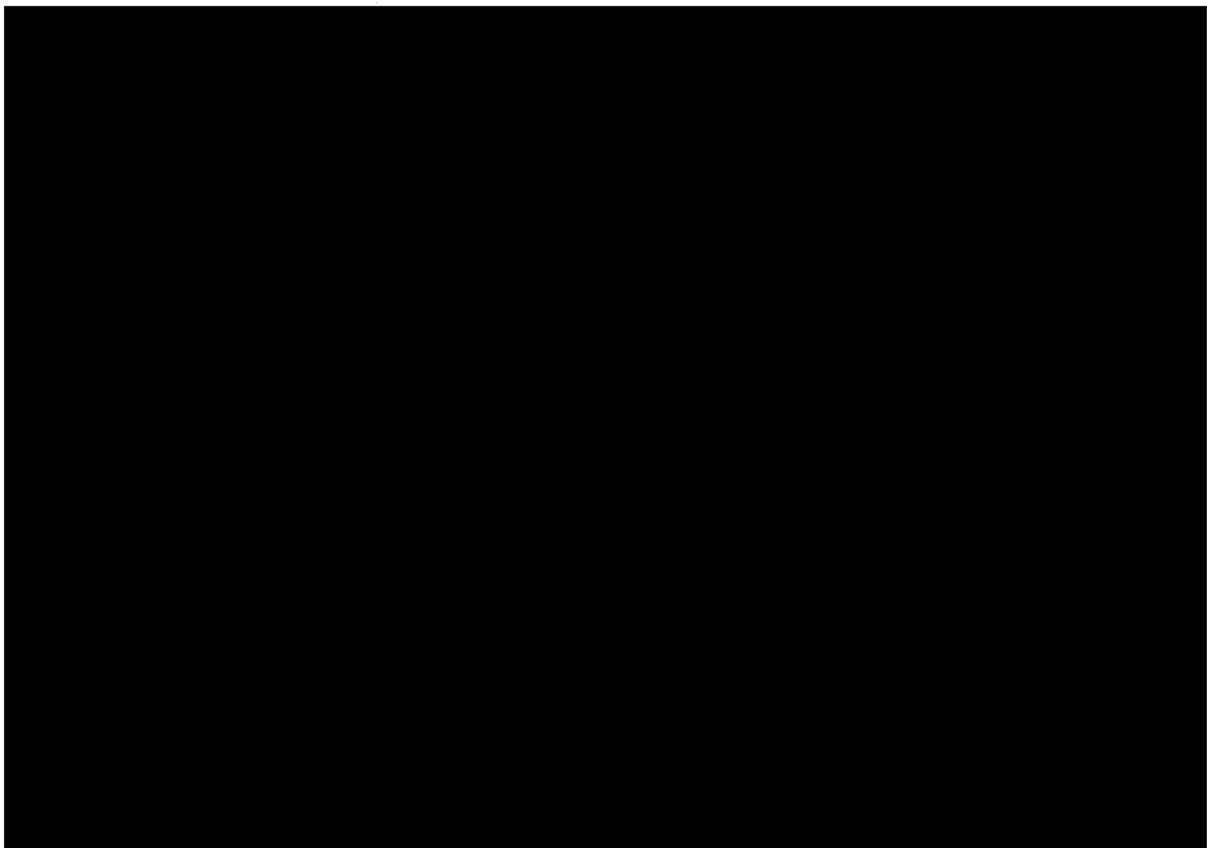
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interconnected in two ways – through a common agenda around catalytic community-based projects that become more integrated and inclusive; and through connecting local leaders, CBOs, NGOs and other stakeholders from across the city to begin acting as a collective, with a shared consciousness and city-wide transformation agenda.

- (c) City-wide: building a city-wide coalition to lobby for and leverage well located public land and buildings for affordable housing across the city.

Vision 2020 is based on a partnership model or approach that works alongside strategically targeted stakeholders in the private and public spheres to support and deliver tangible benefits that meet the needs and aspirations of citizens, citizen groups and settlements with respect to housing and re-imagined human settlements while, at the same time, building the capacity (knowledge and skills) of those engaged in the relevant programme or project. Vision 2020 builds on a seven step DAG methodology to achieve identified outputs and results: partnerships; citizen mobilisation; capacity building; research (action and policy); advocacy and lobbying; demonstration projects; learning from practice and, is well aligned with DAG's vision, mission statement, and strategic goal.

RESULT AREAS

Vision 2020 commits DAG to make a contribution in the following Result Areas:

- Re-imagined Human Settlements
- Participatory Urban Governance
- Affordable Housing
- Active Citizenship
- Building the capacity of the urban sector
- DAG becoming a more responsive, creative and sustainable organization in the urban sector

DAG activities and strategic interventions, underpinned by sound operational and financial systems and strategic management, are organised into three inter-linked programmatic areas: participatory urban governance; housing and human settlements; and, a capacity building programme (internal and external). These core programme areas utilise a methodological approach that includes: building strategic partnerships; citizen mobilisation; policy and action-research; advocacy and lobbying; demonstration projects and interventions; and, documentation and sharing of emerging and good practice.

DAG'S PROGRAMME AREAS

Democratic Urban Governance (DUG)

This programme has been unfolding since 2008/9 and became more specifically and strategically focused in the aftermath of DAG's international conference (2010) around the broad themes of "a new urban order", "re-imagined city" and, a "right to the city". The Programme is designed around two strategic focal areas: "re-imagining Cape Town" and, developing effective "participatory urban forums" in which citizens (especially those deemed poor and vulnerable) and public sector officials and politicians engage in robust debate on urban policies and programmes that impact on daily civic life and the built environment - national, provincial and metro. Demonstrating measurable results under this programme area depends on DAG's ability to create and sustain strategic partnerships with a wide range of role-players who share our vision of more vibrant, equitable, inclusive and, spatially integrated human settlements cities in South Africa.

Affordable Housing and Re-imagined Human Settlements

This growing programme is co-financed by the Department of Human Settlements, international donors and, DAG's own income earned. The programme builds on DAG's long and well-established track record in facilitating the delivery of affordable housing to poor and marginalised communities and, informal settlement upgrading. Strategic areas of focus integrated into the programme include land value capture, job creation, local enterprise development, and, action research on public rental, social and emergency housing. DAG has identified building citizen awareness and demonstrating the cost-effectiveness and efficiency of more eco-friendly houses as a priority housing focus for 2013 to 2020. This programme is designed around two main sub-programmes: Community Driven Housing and Re-imagining Human Settlements.

Community-driven housing facilitates housing projects in two geographic areas in the South-east Cape Town Metropolitan area: Khayelitsha and Philippi (Masimanyane). Both use a community-based labour-intensive methodology to "unblock" stalled or slow moving PHP government projects. With the support of an energetic team based at the Khayelitsha Housing Support Centre in Makhaza, DAG has been incrementally developing a PHP housing construction model that integrates social investment into its design and practice, with emerging economic and social results. The second sub-programme, Re-imagined Human Settlements, focuses on area-based and city-wide partnership-based projects that derive from an overarching vision and process for re-imagining human settlements together and, are not exclusive to community-driven housing projects. DAG was awarded a contract by the National Department of Human Settlements, under its NUSP (National Informal Settlement Upgrade) Programme, to provide facilitation services to the City of Cape Town across 25 informal settlements in the city and, work in partnership with the City's Informal Settlement Upgrading Unit to re-shape and re-think its approach to informal settlement upgrading in Cape Town.

Capacity Building Programme

The Capacity Building Programme has an external and internal focus. Making this aspect of DAG's work into a core programme acknowledges DAG's training and capacity building track record and, gives it more profile and place within the organisation as a central and cross-cutting aspect of our operational programme and project work.

Community-based focus

This aspect of the CBP designs and facilitates building knowledge and skills in the following areas: Leadership and Citizenship; Participatory Action Planning (PAP); Tenure and Home Ownership; Land Value Capture; Livelihoods and Local Enterprise Development. Strengthening knowledge-base and capacity of citizens and community-based stakeholders to engage more actively and strategically in the urban arena is a central focus of the CBP.

Organisational (internal) focus

At an organisational level DAG has a number of strategic focal areas: building new layers of professional leadership in the urban sector through a more rigorous internship and mentoring programme for volunteers and interns who work at DAG to gain experience and apply skills learnt at tertiary institutions (e.g. CPUT, UCT, Stellenbosch) as participants in DAG projects; strengthening the capacity of existing DAG staff, through on-going staff development activities for individual DAG staff members (skills training); and, facilitating internal learning events and public platforms that expose staff and invited stakeholders to emerging trends and developments in the urban development sector.

DAG's PARTNERSHIPS

The success of DAG's work is linked to its ability to sustain and build a range of strategic partnerships. The organization forms new partnerships on an ongoing basis and continually strives to strengthen and consolidate strategic partnerships it has built over the years with CBOs, NGOs, social movements, academic institutions, urban development practitioners, the private sector and, the public sector in all three spheres of government. In addition, DAG has a vast global network of partners and, is an affiliate member of UN-Habitat International.

DAG partnerships operate at multiple levels:

1. In partnership with citizens who want to play an active and leading role in processes and projects aimed at improving their living conditions by providing a basket of services that includes supporting citizens, citizen groups and communities with technical information (accessing land and finances, developing layout plans, house designs, construction programmes etc.) and, building the necessary capacity to accomplish their goal (skills in leadership, negotiation, communication, financial management etc.)
2. In partnership with government and other public and private institutions when they put people at the centre of the process. DAG proactively prepares and makes policy submissions and responds to proposal calls, tenders and, specific requests for assistance. In some instances DAG works as a consultant to government conducting research, carrying out evaluations, developing new programmes and strategies, and running training programmes. DAG is also called on occasionally to work in an advisory capacity.

DAG works in active collaboration with the following government departments and agencies:

- National Department of Human Settlements
- National Informal Settlement Upgrade Programme (NUSP)
- Western Cape Department of Human Settlements
- The Housing Development Agency (HDA)

- City of Cape Town, Informal Settlement Upgrade Unit
- Greater Tygerberg Partnership (GTP)

The following CBOs, Social Networks, NGOs, Public Benefit Organisations, and Networks have collaborated with DAG:

- Abahlali baseMjondolo
- Afesis Corplan
- African Centre for Cities (ACC)
- ARG Design
- Built Environment Support Group (BESG)
- Cape Peninsula University of Technology (CPUT)
- CORC
- Development Planning Unit (University College of London)
- Global Land Tool Network
- Good Governance Learning Network (GGLN)
- Habitat for Humanity
- Habitat International Coalition
- Institute for Housing and Urban Development Studies (Erasmus University, Rotterdam)
- Isandla Institute
- ISN
- Khayelitsha Development Forum (KDF)
- Khayelitsha Human Settlements Forum (KHSF)
- Lincoln Land Institute
- National Association for Social Housing Organisations (NASHO)
- People's Environmental Planning (PEP)
- PLANACT
- SDI
- Social Justice Coalition (SJC)
- Stellenbosch University.
- The Cape Town Partnership
- The Kuyasa Fund
- The Legal Resources Centre
- The Western Cape Economic Development Forum
- UN-Habitat (Shelter Branch)
- University of Cape Town
- Urban LandMark

SERVICES OFFERED

Capacity building:

DAG partners with organised groups in communities who wish to upgrade their living environments by providing organizational, community development and, technical support to assist them to:

- improve their understanding of the local context and to lobby for support
- gain access to land for housing or community facilities
- gain access to government housing subsidies and other grant funding
- gain access to relevant information (e.g. policy, infrastructure development, materials procurement, sources of funds, etc.)
- address energy efficiency and environmental sustainability concerns in their developments
- design and build their houses and/or community facilities
- establish and manage social housing institutions
- collectively influence changes in policy and practice
- build strong community organisations and make informed decisions
- oversee the implementation of various development projects
- build partnerships and interact meaningfully with government and other role-players
- develop more sustainable sources of household income

Training:

DAG offers formal training and learning from action courses that are geared towards community leaders, civil society organisations, ward councilors, government officials and staff of other non-government organisations. These enable DAG to disseminate lessons learnt from project based experience and practice. The courses are proactively developed to meet a broader range of development needs as identified by DAG. Training interventions are run by DAG's experienced facilitators.

Policy and Action Research:

DAG conducts research on a range of relevant urban development issues and prepares submissions to policy makers so as to advocate for a more pro-poor urban policy environment. DAG partners with a range of organisations in its lobbying efforts and also provides support for community based lobbying and advocacy processes.

The organisation's research and advocacy work responds to an unclear housing and urban development policy environment and to the lack of innovation in development approaches in South Africa. DAG aims to influence government to prioritise and address the housing needs of the poor in appropriate and sustainable ways. Examples of DAG's research work include:

- ***Sustainable Medium-Density Housing:*** Research into sustainable medium-density housing options in South Africa, incorporating local and international case studies and guidelines for how to achieve sustainable medium density housing that meets poor people's needs while optimizing the use of space.

- **Value Capture:** Documenting case studies on the use of value capture instruments locally and abroad to illustrate the measures that government could introduce to capture fiscal and other resources in order to finance the delivery of infrastructure and services, especially with regards to the needs of poor and vulnerable communities.
- **Case Studies:** Documenting case studies of DAG's Marconi Beam, Freedom Park and Netreg development projects, as well as 10 "Blocked" (PHP) Housing Projects in Khayelitsha, in order to disseminate the key lessons emerging from these projects previously implemented by DAG.

DAG prepares policy submissions, participates in public consultations initiated by government, in reference groups and advisory panels and undertakes housing and urban development policy work for government on a consultancy basis. Recent examples of consultancy work that has enhanced our lobbying activities include:

- Developing implementation Guidelines for the National *Enhanced People's Housing Policy*
- Conducting research on *approaches to informal settlement upgrading policies and practices in South Africa* on behalf of the World Bank Institute, Cities Alliance and GTZ
- Conducting a *Global Scoping study on Land Tax* on behalf of the Global Land Tool Network of UN-Habitat.
- Developing *Emergency Housing Guidelines*, on behalf of the Housing Development Agency
- Concept document on a *National Urban (Human Settlement) Forum*, on behalf of the National Department of Human Settlements

Project Management

DAG partners with government and civil society organisations to deliver innovative and high quality human settlement projects. In 2009 DAG was contracted by the Western Cape Department of Human Settlements to project manage the completion of 2173 houses in 9 PHP projects in Khayelitsha that have been previously blocked due to corruption and mismanagement of funds. In May 2016 DAG has been contracted once again by the Western Cape Department of Human Settlements to unblock and complete 115 houses through high quality, competent project management of the Masimanyane PHP Construction Project in Phillipi.

Participatory planning and facilitation services

As the result of a long and well recognized track record in the urban sector, DAG has a wealth of knowledge and experience in community-based participatory planning and project facilitation with respect to the delivery of affordable housing and design and development of local and area-based settlement designs, plans and, projects. In 2013/14 DAG provided facilitation and capacity building support to the City of Cape Town's Informal Settlement Upgrading Unit with respect to 32 informal settlements across the city, contracted by the NUSP programme of the National Department of Human Settlements.

TRACK RECORD

DAG works with communities who cannot access the resources needed to pay private sector consultants for similar services and who are thus unlikely to improve their living conditions independently. During its thirty years of operation DAG has developed a wealth of experience in working with poor and marginalised communities.

DAG has provided direct assistance to more than 200 000 people in over 80 projects in securing land, services, housing and community facilities. Our training courses have impacted on over 200 projects in the Western Cape alone, and more than 7800 houses have been built in DAG assisted projects for households with joint incomes below R3500 per month. We have formally trained an average of 200 people per year and have produced more than 85 publications and videos to disseminate our experiences and stimulate debate.

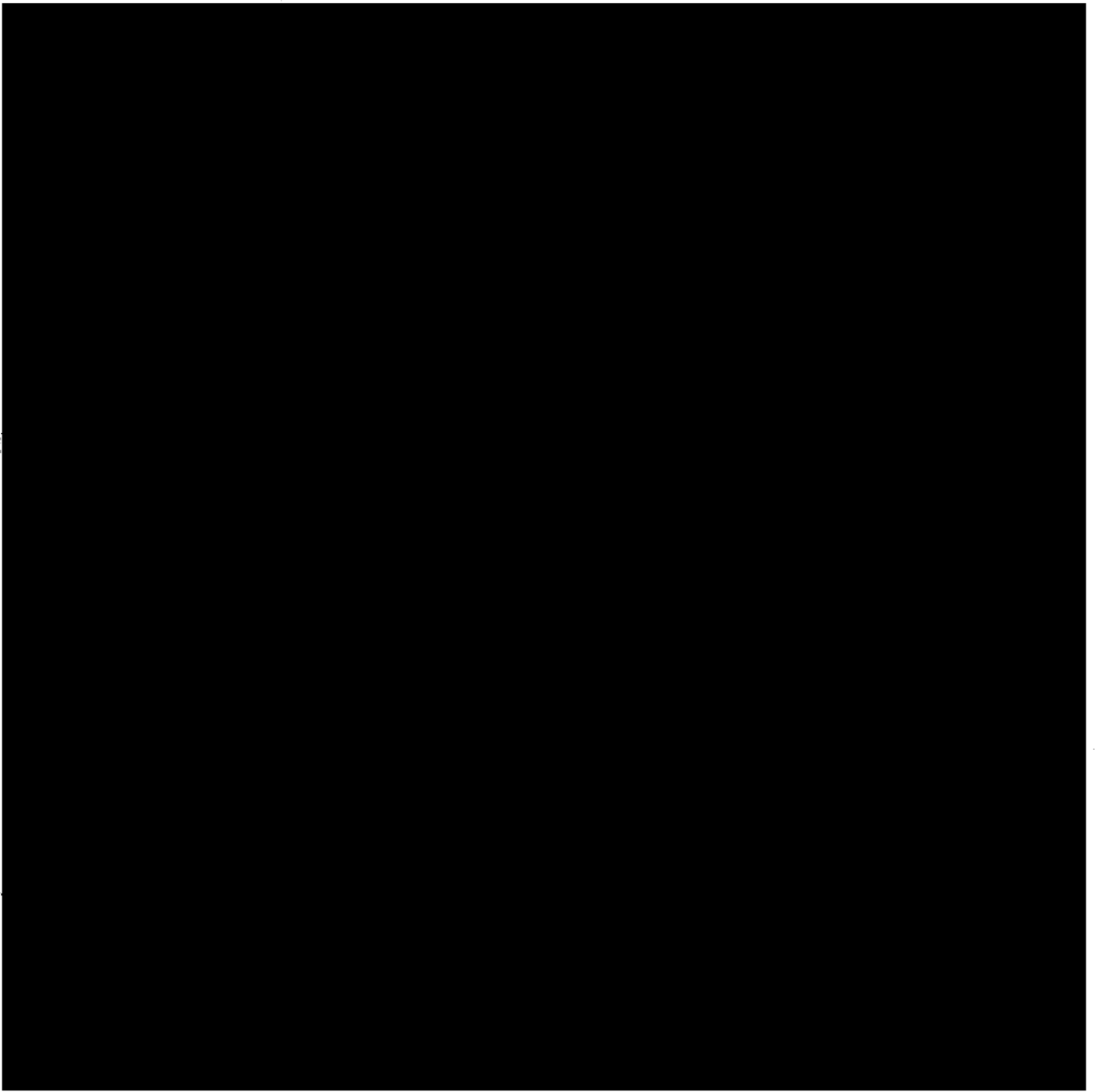
DAG has an established and successful track record in land negotiation and acquisition processes, *in-situ* upgrading, and the implementation of community-led housing developments.

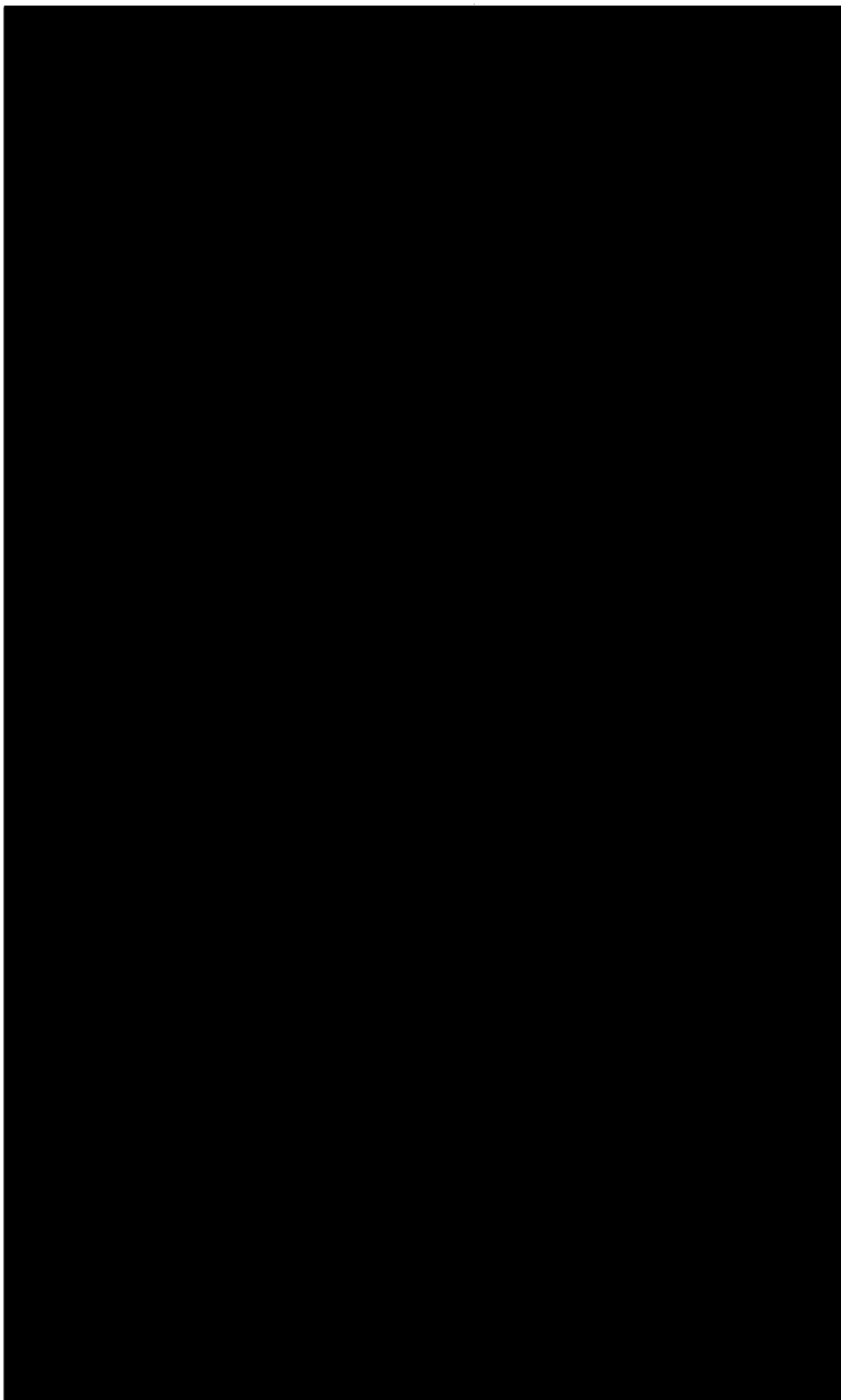
In 1991 DAG successfully established the Kuyasa Fund, a microfinance organisation, to promote savings and provide micro loans to the poor to support incremental housing processes through home improvements. This was to prove to banks that the poor are credit-worthy even if they lack formal-sector pay slips or assets. The Fund now exists as a separate entity to DAG and challenges traditional banking thinking by adopting an innovative approach to end-user finance. In so doing, it has changed the lives and improved the living conditions of more than 51,900 people that come from poverty stricken backgrounds. Kuyasa is well-recognised as an important innovator in microfinance for the very poor. Kuyasa is the only institution in South Africa today that is successfully developing products that meet the housing finance needs of poor households in a way that is operationally sustainable. The Fund has changed the lives at least 30 000 people who improved their living conditions with Kuyasa support.

DAG delivers **award-winning work** as is evidenced by the following:

- During 2003 DAG's work was acknowledged by the Impumelelo Innovations Award Trust. We received a silver award for our approach to the implementation of the People's Housing Process in Khayelitsha (for the HOSHOP, Masithembane and Sinakho Ukuzenzele projects).
- DAG's efforts were acknowledged by the National Department of Housing which listed the Masithembane PHP project as a best practice in the department's best practices handbook.
- In 2003 DAG's hostels video won a Silver Award in the Social Awareness category at the NTVA (National Television and Video Association of South Africa) 25th annual Stone Awards.
- DAG's PHP programme was selected as a best practice in the prestigious UN-HABITAT and the Dubai Municipality Best Practice Awards 2004. Also in 2004, Dubai Municipality selected The Kuyasa Fund as a good practice. The projects can be viewed on UN-HABITAT's best practice database.
- DAG was selected by the Department of Trade and Industry as one of South Africa's Top 300 companies in its sector in 2002/3, 2003/4 and again in 2004/5.

Updated: November 2016





INFORMAL SETTLEMENTS AND BACKYARDERS

PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

The tenderer is referred to clause F.2.1.1.4 of the Tender Data and shall state below what design analysis software packages are available for use on this project and whether or not they are currently owned/licensed by the tenderer, or are available through other means.

DESIGN & PLANNING SOFTWARE PACKAGE/S AVAILABLE FOR USE, HARDWARE		
NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/ LICENCED OR OTHER
PLEASE REFER TO THE ATTACHED		

•

HARDWARE	QUANTITY	OWNED	DESCRIPTION
Laptops	244	Owned	N/A
Desktop PC	48	Owned	N/A
Digital Projectors	10	Owned	N/A
Printers	11	10 Rented, 1 Owned	N/A
NAME OF PACKAGE	QUANTITY	OWNED	DESCRIPTION
Autocad LT 2013	37	Owned/Licenced	Computer Aided Drafting
Autocad	6	Owned/Licenced	Computer Aided Drafting
Autodesk Building Design Suite	21	Owned/Licenced	Building Information Modelling, Architectural, MEP, and Structural Design
Civil Designer	7	Owned/Licenced	Integrated Infrastructure Design Platform
MS Project	30	Owned/Licenced	Project Management Suite
Prokon	3	Owned/Licenced	Steel member and connection design, reinforced concrete design
Rubicon APSDS	1	Owned/Licenced	Pavement Engineering Design
Autospec	13	Owned/Licenced	Online Building Specification Tool
E20 II	1	Owned/Licenced	HVAC System Design
Win QS	5	Owned/Licenced	Estimating and Quantity Surveying Software
BillCost	1	Owned/Licenced	Estimating and Cost Control Software
PVSYST	1	Owned/Licenced	PV System Simulation and Design
Merkels	5	Owned/Licenced	Construction Cost Estimating

CITY OF CAPE TOWN

INFORMAL SETTLEMENTS AND BACKYARDERS

CONTRACT NO. 288C/2016/17

PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

SCHEDULE 11: PROFESSIONAL INDEMNITY INSURANCE

The tenderer is referred to clause F.2.1.1.5 of the Tender Data and shall state below details of the professional indemnity insurance held by the tenderer. Where the tenderer is a joint venture, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be appended to this schedule.

PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM
		

SIGNED ON BEHALF OF TENDERER: 



21 April 2017

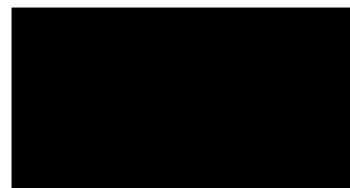
TO WHOM IT MAY CONCERN

This serves to confirm that we have arranged Professional Indemnity Insurance cover on behalf of  on the following basis:

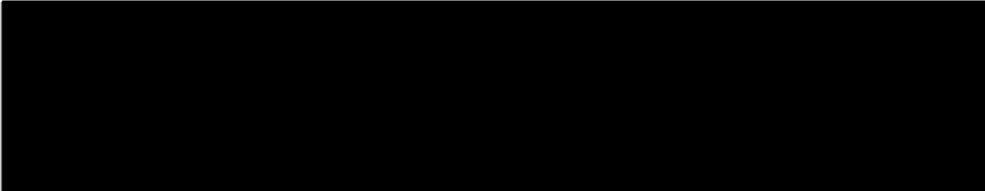
Limit of Liability: R 15-m per claim

Deductible: R 250 000 per claim

Professional Disciplines: Consulting Civil, Structural, Mechanical, Electrical, Electronic, Environmental, Geotechnical, Topographical and Traffic Engineers, Project Management, Architecture, Town Planning, Quantity Surveying and Occupational Health and Safety Officers.



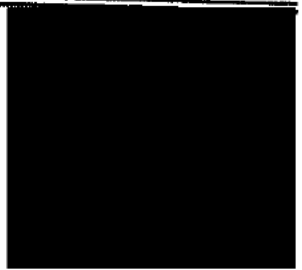
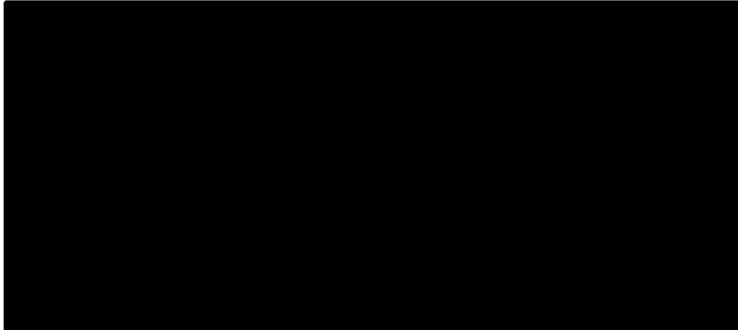


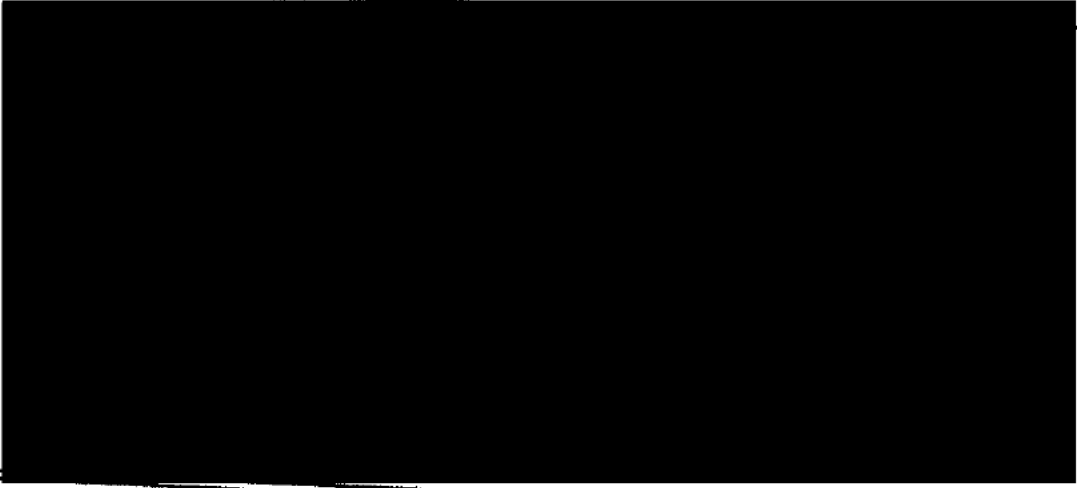


Should the insured be successful in its tender under Contract Number: 288C/2016/17 described as: Provision of Professional Services for the Preliminary Investigation, Design, Tender Documentation, Administration and Construction Supervision of Civil Engineering Services for the Upgrading of Enkanini Informal Settlement, Khayelitsha, Insurers have irrevocably agreed to provide the insured with a Limit of Liability in the amount of R 120-million per claim for the project.

The policy is annually renewable, however, the insured will provide proof of the cover annually till end July 2014

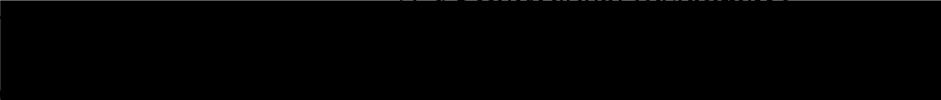
We confirm that the premium has been paid.





27 October 2016

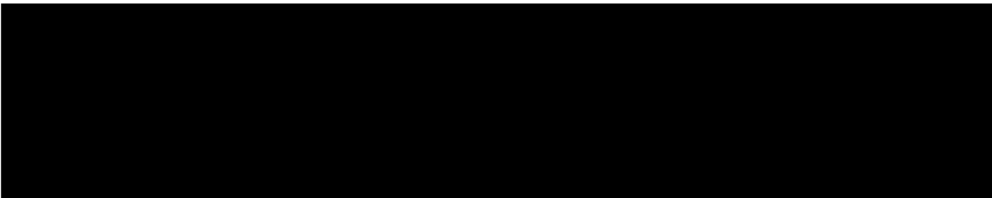
TO WHOM IT MAY CONCERN

This serves to confirm that we have arranged Professional Indemnity Insurance cover on behalf of  and all affiliated companies and/or legal entities on the following basis:

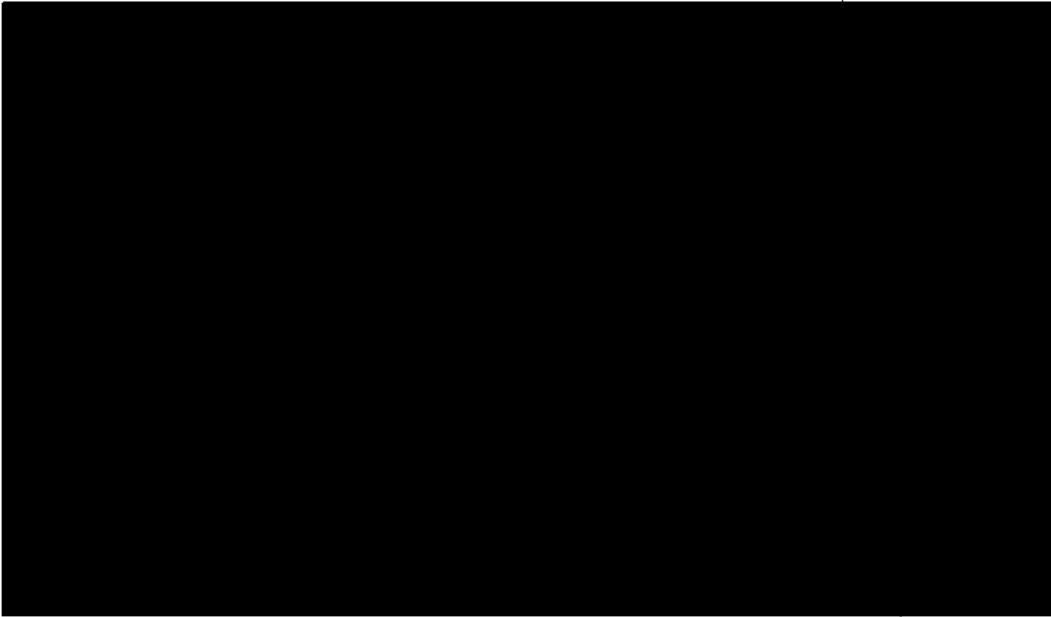
Limit of Liability: R 15-m per claim

Deductible: R 400 000 per claim

Professional Disciplines: Consulting Civil, Structural, Mechanical, Electrical, Electronic, Environmental, Geotechnical, Topographical and Traffic Engineers, Project Management, Architecture, Town Planning, Quantity Surveying and Occupational Health and Safety Officers.



-2-



CITY OF CAPE TOWN

INFORMAL SETTLEMENTS AND BACKYARDERS

CONTRACT NO. 288C/2016/17

PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

SCHEDULE 12: TRACK RECORD

The tenderer is referred to clause F.2.1.1.6 of the Tender Data and shall indicate on the schedule below all municipal civil engineering projects for residential developments that have been successfully completed in their local office, in the past 15 years or that are underway at present.

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary). The eligibility requirements in respect of track record will, however, be applied to the partner that will undertake the civil engineering design.

TRACK RECORD			
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (Include contact	DATE COMPLETED (able)

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

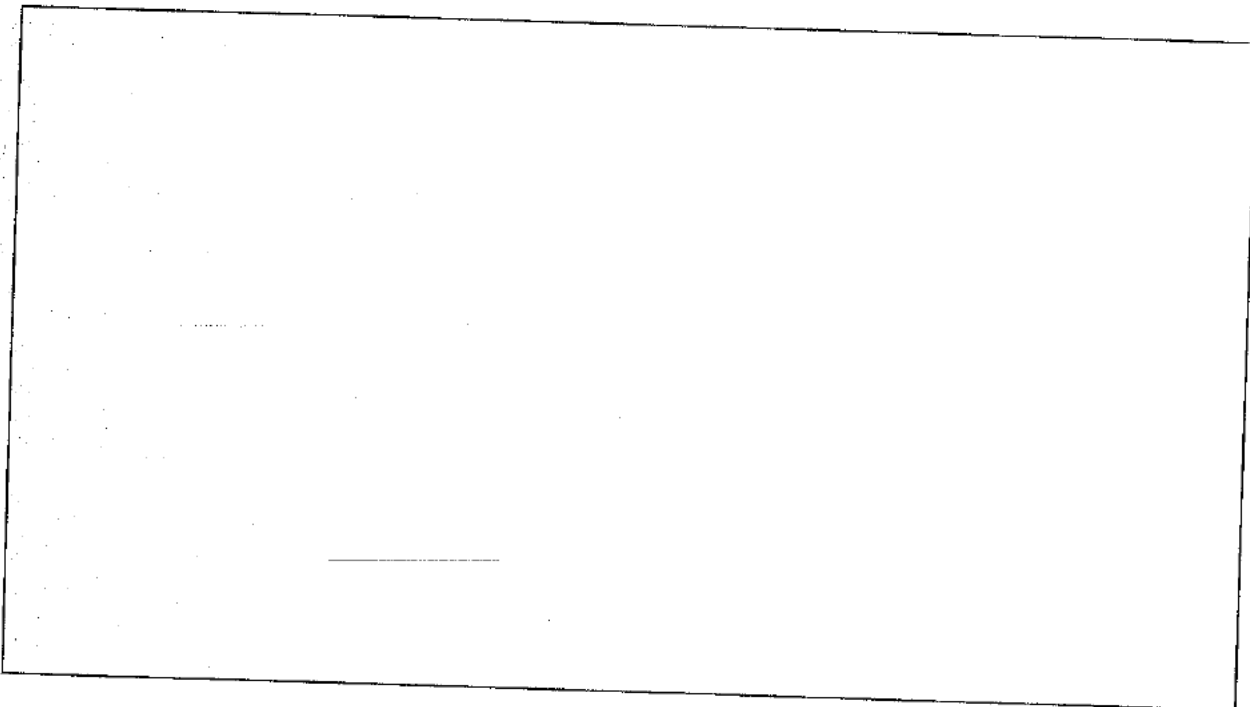
INFORMAL SETTLEMENTS AND BACKYARDERS

CONTRACT NO. 288C/2016/17

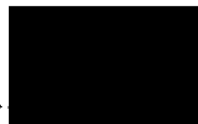
PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

SCHEDULE 13: PROPOSED WORK PLAN

Tenderers are referred to clause F.2.1.1.7 of the Tender Data and shall append their proposed work plan to this Schedule



SIGNED ON BEHALF OF TENDERER



TENDER 288C/2016/17: ENKANINI INFORMAL SETTLEMENT UPGRADE PROPOSED WORK PLAN

APPRECIATION OF THE PROJECT BRIEF

To provide professional solutions for a project, it is essential to clearly identify and understand the brief and appreciate the key issues and challenges facing the project. With a thorough understanding of the brief, a clear and holistic approach can be developed with which the project can be directed, monitored, and controlled.

As part of its Upgrading of Informal Settlements Programme (UISP), the City of Cape Town has identified the Enkanini informal settlement as one of the largest and most significant informal settlements in need of a formal upgrade, currently home to 11000 families. The City commissioned a study in 2012, which identified only 3600 potential housing opportunities. Subsequently, the scope of the study was reviewed, and in conjunction with amendments to the prescribed standards for rezoning and subdivision for informal settlements, the City managed to develop a layout plan accommodating 7500 housing opportunities on the available land.

As part of the broader Enkanini upgrade plan, the City intended that a second phase would eventually be commissioned, to finalise the layout and subdivision of the land, together with a complete design and construction of all required bulk civil services, including water, sewerage, and electricity.

The City has now invited interested service providers to tender for the provision of these services. The Scope of Work for the project can be split into four key components:

- The design of all required municipal services, including all relevant studies and approvals (Electrical, Water, Sewerage, Roads, etc.)
- The finalisation of the development plan and layout, including the applications for rezoning and subdivision
- Procurement, construction supervision, and contract administration
- Social and community facilitation throughout all stages of the project, as well as managing the entire beneficiary process on behalf of the City

The City requires the appointed service provider to bring the project to realisation through the execution of all required processes throughout all six stages of the project, culminating in the completion of at least 7500 serviced erven. Enkanini informal settlement is a highly sensitive political area, and coupled with the historic challenge of providing housing for the poor, the project has to be carefully managed to ensure that the interests of the community is respected, while fulfilling the mandate as set out by the City.

The project requires a robust and thorough system of community and stakeholder involvement, which accurately links the real issues faced by the community, with the objectives and deliverables of the design, construction, and beneficiary management processes. The element of social facilitation is the most important aspect determining the success of the project, and this needs to be well implemented and integrated throughout the project life cycle.

A meticulously planned approach to the project is required, where all professionals and stakeholders have clearly defined deliverables, timelines, and milestones, in order to execute the project within

APPROACH AND METHODOLOGY

Our proposed approach and methodology for successfully executing the project is illustrated below, by separating the project into each stage, and highlighting the deliverables of each member of the multi-disciplinary team within each stage. General administrative duties such as attending meetings etc. are not explicitly specified but are understood to be included.

STAGE 1 – INCEPTION, APPRAISEL, AND DEFINITION OF THE PROJECT

During the first stage of the project, it is essential for the professional team to clearly define and update the full brief from the Employer, in order to establish detailed requirements and objectives. This allows the Project Manager to establish and coordinate responsibilities for the entire team, together with a project programme and milestone dates.

Key responsibilities and deliverables for each member of the team is as follows:

PROJECT MANAGER:

- Document the Employer's brief and requirements.
- Prepare the initial project programme and obtain approval by the Employer
- Establish a cost management system, including the budgeting of various sources of finance for the project, and the application for, and the integration of subsidy funds.
- Establish the project communication system, detailing all project communication protocols, as well as setting up of all required meetings (these apply to various stages):
 - Professional Team meetings
 - Design meetings
 - Project Steering Committee meetings
 - Employer meetings
 - Supply Chain Committee meetings (BSC, BEC) (during Stage 4 – Procurement)
 - Construction and Technical meetings (during Stage 5 – Construction)
 - Stakeholder Engagement meetings
 - Ad-hoc meetings
- Coordination of all of the professionals' work and required deliverables
- Establish the procurement method for the construction contract
- Preparing the Inception Report, which details all of the above, including relevant aspects relating to each specific discipline of the project team.

CIVIL ENGINEER

- Assist in developing a clear project brief
- Establish and identify all existing services and high-level site requirements
- Identify all site rights and constraints
- Document and implement the Employer's brief and requirements for incorporation into a preliminary design
- Determine all available plans and data relating to the land
- Prepare initial inputs for the preliminary design
- Prepare a preliminary cost estimate for civil services

GEOTECHNICAL ENGINEER

- Execute a geotechnical investigation in accordance with relevant legislation

ELECTRICAL ENGINEER

- Assist in developing a clear project brief
- Establish and identify all existing services and high-level site requirements
- Provide inputs for the preliminary engineering design
- Prepare a preliminary cost estimate for electrical services

LAND SURVEYOR

- Conduct necessary site surveys to establish accurate site layouts and to accurately identify all existing services and topographical features
- Identify all servitudes and spatial rights which may impact the project's proposed layout
- Provide formal, detailed surveys to the Civil and Electrical Engineers

TOWN PLANNER

- Prepare layout plans and alternatives based on the preliminary designs for submission to Council and presentation to the Project Steering Committee

STAGE 2 – CONCEPT AND VIABILITY

PROJECT MANAGER

- Coordination of the development engineering conceptual designs and costing for feasibility
- Presentation to the Employer and Project Steering Committee of the conceptual designs
- Refine project programme
- Chairing of all meetings and the recording and issuing of minutes
- Establish whether any specialist sub-consultants need to be appointed, obtain approval from the Employer, and facilitate the process

CIVIL ENGINEER

- Prepare the conceptual design and integrate with the electrical engineering concept designs and site layout plans
- Establish all regulatory requirements and incorporate into the design and material selection
- Establish all service and utility connections, including access and permissions required for the accommodation of the civil design
- Commission any further studies or investigations required by the geotechnical engineer and land surveyor
- Develop the overall preliminary design in line with the project brief and taking into consideration community and stakeholder feedback
- Present spatial concept, functional characteristics of the concept and technical details relating to materials and costing
- Submit a full preliminary design report, together with a technical and financial feasibility report, detailing the preliminary proposals
- Obtain approval to proceed based on the submitted proposals

ELECTRICAL ENGINEER

- Prepare the electrical concept design and incorporate with the overall conceptual design
- Establish all regulatory requirements and incorporate into the design and initial material selection
- Establish all service and utility connections, including access and permissions required for the accommodation of the electrical design
- Coordinate design integration with the Civil Engineer
- Commission any further studies or investigations required

STAGE 3 – DESIGN DEVELOPMENT

PROJECT MANAGER

- Coordination of the detail design process
- Chairing of all meetings and the recording and issuing of minutes
- Monitor and refine the project programme
- Establish the procurement programme

CIVIL ENGINEER

- Finalise the scope and specifications, and develop the detailed design based on the approval of the concept design, and town planning layout design
- Incorporate and integrate the electrical engineering services design into the detail design
- Refine and adjust the design based on the approved budget
- Prepare the civil specifications
- Prepare detail design drawings
- Prepare and assist with cost estimates

ELECTRICAL ENGINEER

- Finalise the scope and specifications, and develop the detailed design based on the approval of the concept design, and town planning layout design
- Prepare the electrical specifications
- Prepare detail design drawings
- Assist with the integration of the design
- Prepare and assist with cost estimates

LAND SURVEYOR

- In conjunction with town planning approvals, prepare and submit initial General Plans for approval if required
- Management of Surveyor General approval process if required

STAGE 4 – DOCUMENTATION AND PROCUREMENT

PROJECT MANAGER

- Finalise the project procurement programme and strategy
- Ensure inclusion of all government initiatives in the tender documentation (EPWP, etc.)
- Assist with and finalise all tender and contract conditions in conjunction with the Employer and Civil Engineer
- Appointment of the Principal Contractor (based on evaluation by Civil Engineer)
- Chairing of all meetings and the recording and issuing of minutes

CIVIL ENGINEER

- Prepare tender drawings and specifications for inclusion in the tender document
- Finalise service coordination
- Include all applicable government initiatives in tender documentation (EPWP, etc.)
- Prepare tender documentation, call for tenders, evaluate tenders received, compile a tender evaluation report, and assist with the award of the contract based on approval by the Employer and Project Manager
- Apply for any wayleaves required

ELECTRICAL ENGINEER

- Prepare tender drawings and specifications
- Finalise service coordination
- Apply for any wayleaves required

LAND SURVEYOR

- Prepare and submit final General Plans for approval to ensure building plan approval if required

ENVIRONMENTAL OFFICER

- Prepare the Construction Environmental Management Plan for inclusion in the tender documents

STAGE 5 – CONSTRUCTION AND CONTRACT ADMINISTRATION

PROJECT MANAGER

- Ensure notices of construction are submitted to the Department of Labour and relevant authorities
- Establish a robust Quality Management System (QMS)
- Preparation of interim payment certificates based on actual progress and work which meets the quality standards
- Together with the Beneficiary Administrator, facilitate the hand-over process to beneficiaries, including O&M manuals, as-built drawings, and certificates of compliance (COC's)

CIVIL ENGINEER

- Issue construction drawings and documentation
- Review and approve sub-contractor designs if applicable (e.g. Concrete mix designs)
- Review and approve Construction Programme submitted by the Contractor
- Establish a robust Quality Management System (QSM) with regards to the civil installation
- Appointment of a Resident Engineer (RE) to implement quality assurance on site (Level 4 construction monitoring)
- Obtain QMS and RE approval from the Employer
- Monitor and ensure adherence to EPWP construction methods as specified in the contract
- Issuing of completion certificates

ELECTRICAL ENGINEER

- Issue construction drawings and documentation
- Review and approve sub-contractor designs if applicable (e.g. Distribution boards)
- Appointment of a Resident Engineer (RE) to implement quality assurance on site (Level 4 construction monitoring)

ENVIRONMENTAL OFFICER

- Ensure compliance with NEMA, the Environmental Authorisation, and the approved Environmental Management Plan throughout the construction phase
- Conduct monthly site environmental audits
- Issue monthly audit reports to all relevant parties
- Review the Contractor's method statements
- Assist with any issues which may arise during construction which may impact the environment

BENEFICIARY ADMINISTRATOR

- Conduct full beneficiary administration process from application phase to handover and education of new owners including but not limited to:
 - Managing the beneficiary advertising and application process including obtaining of relevant feedback and approvals
 - In consultation with Council, allocate approved beneficiaries an erf number
 - Subsidy registration and the establishment of a full beneficiary database
 - Once construction is nearing completion, facilitate the handover process of serviced sites to beneficiaries
 - Education of new owners and the completion of handover documentation
 - Assist with the title deed process, together with the appointed Conveyancer
 - Assist beneficiaries throughout the process
 - Continuous community liaison together with the Social/Community Facilitator

STAGE 6 – CLOSE OUT

The close out stage of the project will include the entire completion and inspection process, preparation and submission of handover documentation and drawings, and will culminate with the issuing of a project close-out report.

APPROACH AND METHODOLOGY TO SOCIAL/COMMUNITY FACILITATION AND BENEFICIARY ADMINISTRATION

The success of the Enkanini Informal Settlement Upgrade Project hinges more so on the implementation of a robust, well thought through social and beneficiary involvement system from the very beginning of the project.

Evidence to date indicates that the successful implementation of any informal settlement upgrading or low-income housing project is highly dependent upon direct investment in an inclusive and participatory social process, on the ground, that harnesses and builds local knowledge and social capital. Our approach, therefore, adopts a social and community development methodology that seeks to achieve this developmental objective. Our approach involves working at a number of levels to build social awareness and social capital to underpin the ISU process, utilizing and drawing upon a combination of professional social facilitation and community development experience and knowledge.

STAGE 1 AND STAGE 2

These two stages are critical for the overall success of the design and implementation of the project. Our approach will involve an initial, minimum six-month, period of intensive on the ground social facilitation and development work that will include the following activities: stakeholder consultations and engagements; participatory community mapping and baseline research, including existing tenure arrangements (tenants and owners); the design of a local community participation and beneficiary approach that aligns with, or refines, the City's allocations policy and approach; an agreed upon beneficiary communications strategy; and, any other activities or outputs deemed as essential information to feed into the design and feasibility of the envisaged informal settlement upgrading project. We will draw on and utilize best practice tools developed and lessons learnt from initiatives like, for example, the National Upgrading of Informal Settlements Support Programme (NUSP), under the National Department of Human Settlements. This process is envisaged to build a deeper understanding of the social context and dynamics within which the ISU project will be implemented, as well as build social awareness and social capital on the ground. It will also provide an opportunity to engage with identified beneficiaries prior to any formal beneficiary allocations process. Importantly, it will feed directly into the design development envisaged in Stage 3.

STAGES 3-5

During these stages the team will be actively and regularly involved with the following: updating of social assessments, mapping, and existing databases; attendance at stakeholder and Project Team meetings; local stakeholder management and communication; where necessary, assist with local procurement; ongoing and regular engagement and updating meetings with the identified beneficiaries; facilitation and implementation of all tasks assigned to the Beneficiary Administrator (4.8 of the Brief) and Social Facilitator (4.9 of the Brief); ongoing communication with local stakeholders; and, any other activities deemed necessary to conclude Stages 4 and 5.

STAGE 6

Stage 6 will run as a continuous process as construction is completed in each phase. Once construction is completed and each erven has been demarcated, they will be handed over to their respective beneficiaries through a formal process. Stage 6 and the project close-out will culminate with a full reconciliation report, ensuring that all beneficiaries as per the database have been

accommodated. Beneficiaries will receive education in terms of their new title deeds, erf boundaries, and the necessary specifics regarding the services which have been installed.

A Team Approach

The Social Facilitator and Beneficiary Administrator will be supported by a team, led by community and social development experts. This includes extensive on the ground and professional experience working in the broader Khayelitsha area on community-based and participatory development planning. The professional team will include local auxiliary facilitators' drawn from a pool of already trained community development facilitators in Khayelitsha, offering them a unique opportunity to build and consolidate their social development and facilitation skills and experience.

CONCLUSION

By implementing a tried and tested approach to project management, municipal civil and electrical engineering design, and social and beneficiary facilitation, the Enkanini Informal Settlement Upgrade project can be well executed through the synergy of well trained and highly experienced key individuals who make up our proposed professional team. Our team is backed by several support staff and resources, and are well equipped to successfully deliver the project.

CITY OF CAPE TOWN

INFORMAL SETTLEMENTS AND BACKYARDERS

CONTRACT NO. 288C/2016/17

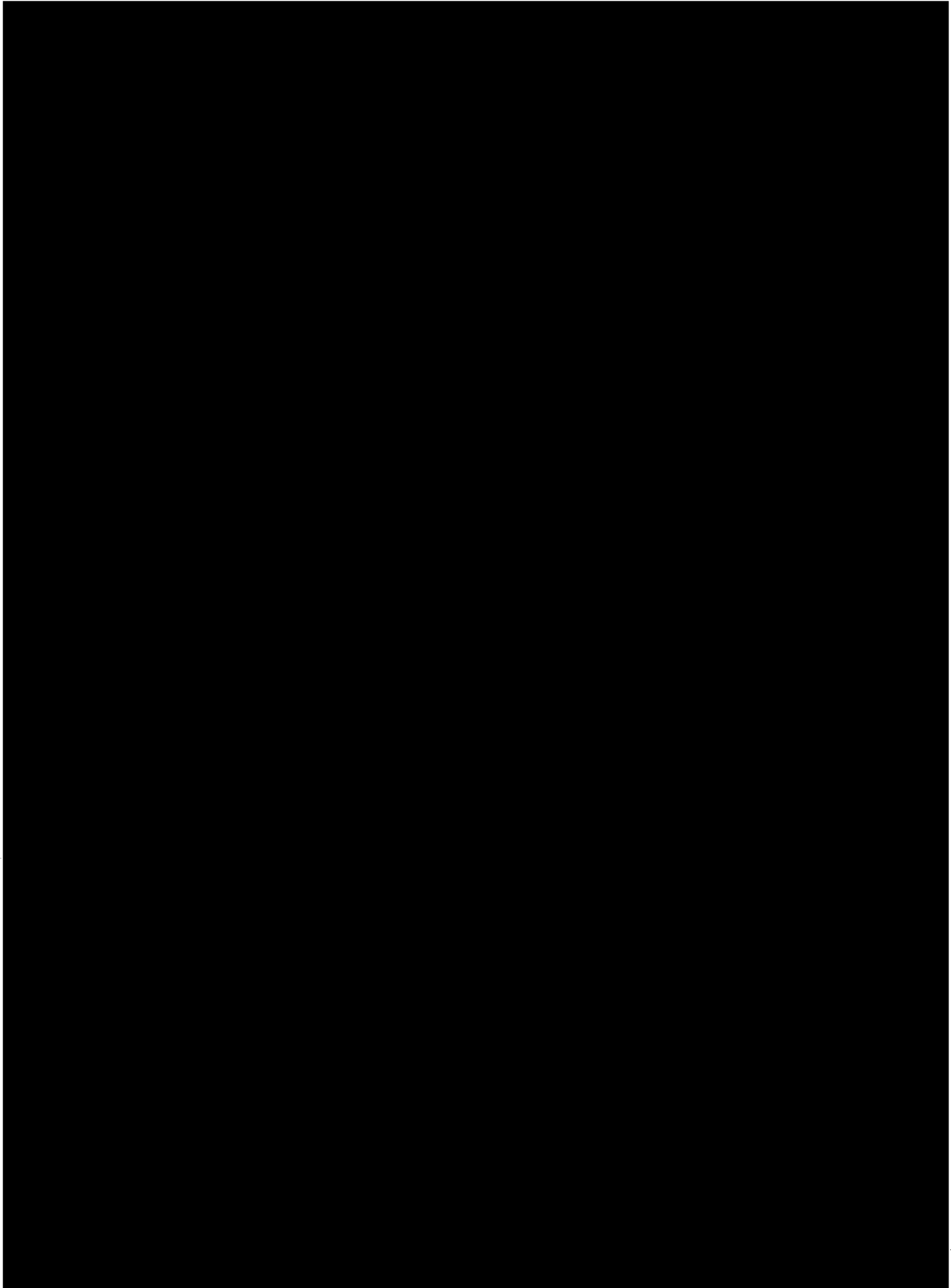
PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

SCHEDULE 14: ISO 9001: 2008 CERTIFICATION

Tenderers are referred to clause F.2.1.1.7 of the Tender Data and shall, if applicable, append proof of their ISO 9001:2008 certification to this Schedule.

PLEASE SEE ATTACHED

SIGNED ON BEHALF OF TENDERER.....



CITY OF CAPE TOWN

INFORMAL SETTLEMENTS AND BACKYARDERS

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SCHEDULE 15: OTHER CRITERIA

Not used.

INFORMAL SETTLEMENTS AND BACKYARDERS

CONTRACT NO. 288C/2016/17

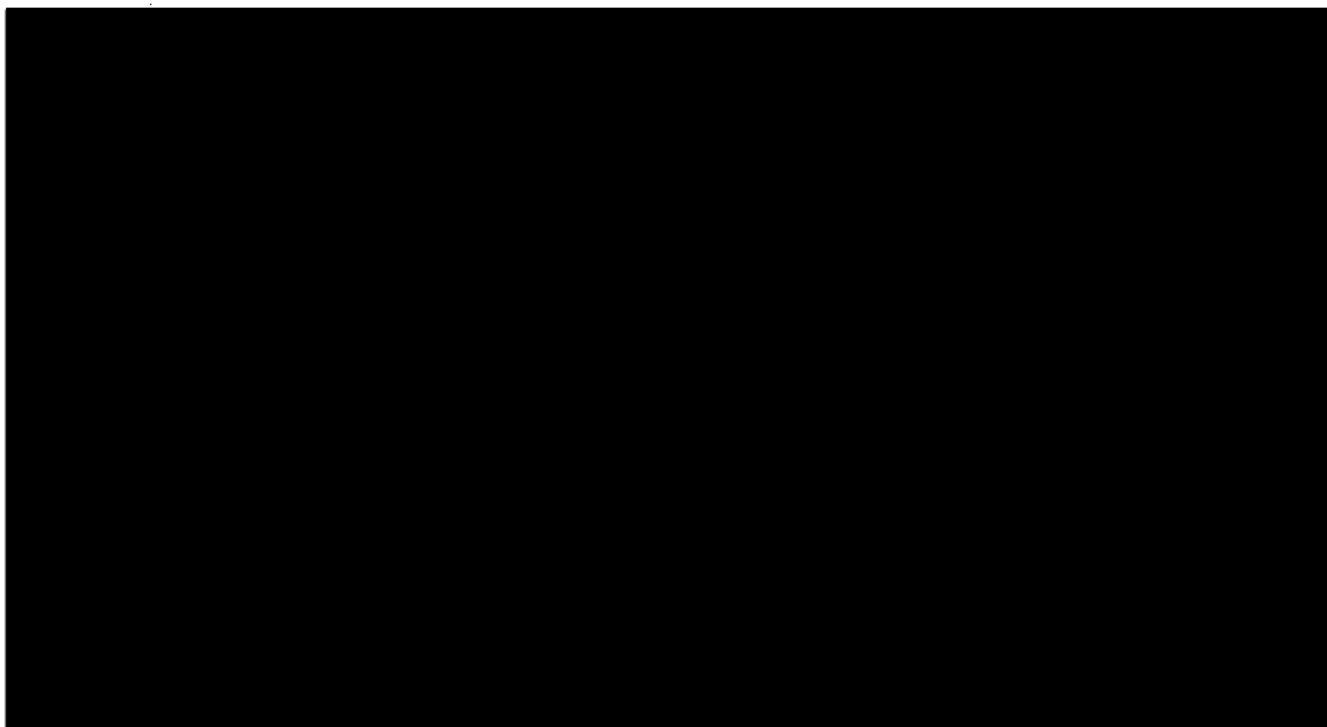
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SCHEDULE 16: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

The tenderer shall indicate on the schedule below what human resources, **other than** the key personnel listed in clause F.2.1.1.3 above, they have at their disposal and intend allocating to this project as and when required. These resources could, for example, include a tender documentation specialist, cad operators/architectural draft persons/modellers, or experienced construction monitoring staff, amongst others.

[illegible]

SIGNED ON BEHALF OF TENDERER:



CITY OF CAPE TOWN

INFORMAL SETTLEMENTS AND BACKYARDERS

CONTRACT NO. 288C/2016/17

PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

SCHEDULE 17: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

To: THE CITY MANAGER, CITY OF CAPE TOWN

From:

AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

The Tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the Tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the City of Cape Town, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the City of Cape Town to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the Tenderer.

I, _____, the undersigned,
(full name in block letters)
hereby authorise the City of Cape Town to deduct the full amount outstanding by the Tenderer/Service Provider or any of its directors/members/partners from any payment due to the Tenderer/Service Provider.

Signature

THUS DONE AND SIGNED for and on behalf of the Tenderer/Service Provider

at _____ on the 19 day of APRIL 2017
(PLACE) (DATE) (MONTH) (YEAR)

CITY OF CAPE TOWN

INFORMAL SETTLEMENTS AND BACKYARDERS

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SCHEDULE 18 : RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.	07 APRIL 2017	288C/2016/17 - NOTICE 1
2.	13 APRIL 2017	288C/2016/17 - NOTICE 2
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

TENDER NOTICE

TENDER NO: 288C/2016/17

PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

CLOSING DATE: 24 April 2017
CLOSING TIME: 10:00 am

TENDER BOX NUMBER: 152

DATE: 06 April 2017

NOTICE TO TENDERERS NO. 1

TO: ALL TENDERERS

Addendum No. 1:

This Notice to Tenderers forms an integral part of the Contract and is an addendum which must be recorded in Schedule 13 and bound within the 'Returnable Schedules'. Tenderers are therefore requested to:

Kindly note the contents of this Notice and correct / amend the tender document in black ink as instructed and authorised herein.

1. Tenderers should please note the following change to:

Clause F.2.1.1.5

The sum of "R 150 000 000.00" to be replaced with "R 120 000 000.00"

F.2.1.1.5 Professional indemnity insurance

The employer shall not award a contract to any tenderer that does not hold valid Professional Indemnity (PI) insurance providing cover in an amount of not less than R120 000 000 in respect of each and every claim during the period of insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the Tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be submitted with the tender, appended to Schedule 11, Part T2.2: Returnable Schedules. Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.

Yours faithfully

[Redacted Signature]

Director Supply Chain Management

Tenderer:

[Redacted Name]

Signed by (Tenderer)..... [Redacted Signature]

On this.....06..... Day of.....APRIL.....2017.

[Redacted Mark]



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

TENDER NOTICE

TENDER NO: 288C/2016/17
PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

CLOSING DATE: 24 April 2017
CLOSING TIME: 10:00 am

TENDER BOX NUMBER: 152

DATE: 13 April 2017

NOTICE TO TENDERERS NO. 2

TO: ALL TENDERERS

Addendum No. 2:

This Notice to Tenderers forms an integral part of the Contract and is an addendum which must be recorded in Schedule 13 and bound within the 'Returnable Schedules'. Tenderers are therefore requested to:

Kindly note the contents of this Notice and correct / amend the tender document in black ink as instructed and authorised herein.

1. Questions and Answers in respect of clarification required.

2. Amendment to C2.2 Activity Schedule

Tenderers should please note the following changes to:

C2.2 Activity Schedule

Corrections to the Activity Description of services has been made to align with the descriptions in the document.

1. Questions and Answers in respect of clarification required.

Question	Response
1. What is the anticipated construction period for the project? It was mentioned in the clarification meeting that the project may extend over an 8 year period. Should we then assume in our fee offer that the project period would consist of 3 years planning and followed by 5 years construction?	The estimated construction period will be determined by the proposed work plan and is estimated at about 7 years
2. What is the status of the town planning and environmental approvals for this proposed project/development	These applications are still in process, but approval is anticipated to come through by June 2017 for both.
3. Please confirm whether the legal conveyance fees should be included as part of the Project Management fee or should it be included as a separate item?	This should be included in the cost of the Beneficiary Administrator.

Yours faithfully

[Redacted]

For: BASIL CHINASAMY
Director Supply Chain Management

Tenderer:

[Redacted]

Signed by (Tenderer)..... [Redacted]

On this..... 19 Day of..... APRIL2017.

[Redacted]

SCHEDULE 19: PREFERENCE SCHEDULE

Preference Schedule where preferences are granted in respect of B-BBEE contribution

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practice (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Comparative Price: The price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.

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

Contract The agreement that results from the acceptance of a bid by an organ of state.

Exempted Micro Enterprise (EME): Any enterprise with an annual total revenue of R10 million or less.

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Service Provider and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder.

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

Qualifying Small Enterprise (QSE): Any enterprise with an annual total revenue of greater than R10 million but less than R50 million or less.

Rand Value: means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

Sub-contract: The primary Service Provider's assigning, leasing, making out work to, or employing, another person to support such primary Service Provider in the execution of part of a project in terms of the contract.

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

SCHEDULE 19: PREFERENCE SCHEDULE

Preference Schedule where preferences are granted in respect of B-BBEE contribution

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practice (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Comparative Price: The price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration.

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

Contract The agreement that results from the acceptance of a bid by an organ of state.

Exempted Micro Enterprise (EME): Any enterprise with an annual total revenue of R10 million or less.

Firm Price: The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Service Provider and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.

Functionality: The measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder.

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

Qualifying Small Enterprise (QSE): Any enterprise with an annual total revenue of greater than R10 million but less than R50 million or less.

Rand Value: means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

Sub-contract: The primary Service Provider's assigning, leasing, making out work to, or employing, another person to support such primary Service Provider in the execution of part of a project in terms of the contract.

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of quotation offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the B-BBEE status level of contribution be found to have been claimed or obtained on a fraudulent basis;
- 4) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 5) accept that, further to 4) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2011. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 6) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;
- 7) accept that suppliers are required to be registered on the City of Cape Town's Supplier Database prior to the acceptance of tenders in order to qualify for preference points. The CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
- 8) accept that, notwithstanding 7) above, a supplier will not be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works; and
- 9) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the supplier from the quotation process;
- 2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or Service Provider's conduct;
- 3) cancel the contract and claim any damages which the CCT has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied;
- 5) forward the matter for criminal prosecution; and/or
- 6) a financial penalty payable to the CCT, as set out below.

Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (B-BBEE^a - B-BBEE^b) \times P^*$$

where:

B-BBEE^a = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEE^b = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of quotation evaluation

P* = Value of the contract

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below.

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	☐
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	☐
Exempted Micro Enterprise (EME), less than 51% black-owned	☐
Qualifying Small Enterprise (QSE), 100% black-owned	☐
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	☐
Verified B-BBEE contributor	☐
B-BBEE Status Level of Contributor ¹ 2	☒
Non-compliant contributor	☐

If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

5 Declarations

- 1) With reference to Condition 8 in Section 2 above, the supplier declares that:
- I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works



Note:

Tenderers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the tenderer contravenes the conditions in Section 2.

- 2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 7 in Section 2 above, for such preference claimed, and acknowledges that:
- (i) the information furnished is true and correct;
 - (ii) the preference claimed is in accordance with the conditions of this schedule;
 - (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBBEE level of contributor as at the closing date is correct; and
 - (iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

Signature

19 APRIL 2017

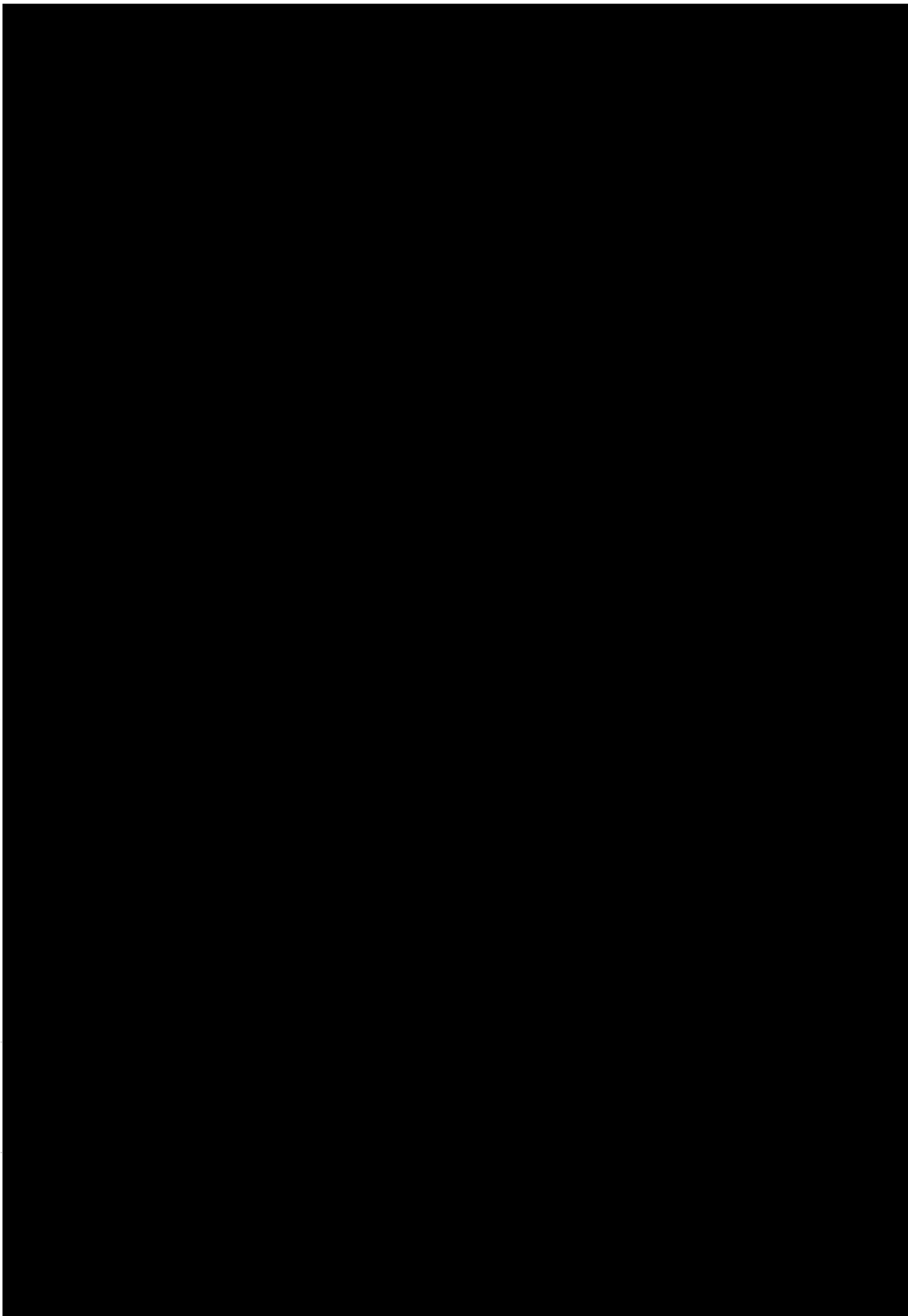
Date

Name (PRINT)

(For and on behalf of the Supplier (duly authorised))

For official use

SIGNATURE OF CITY OFFICIALS AT
QUOTATION OPENING



Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance	60 – 64
C1.2 Contract Data	65 – 70
C1.3 Occupational Health and Safety Agreement	71 – 72

PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

C1.1 Form of Offer and Acceptance

Offer

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

CONTRACT 288C/2016/17: PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand * [REDACTED]

[REDACTED] (in words);

R. [REDACTED] (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature(s) * [REDACTED]

Name(s) [REDACTED]

Capacity [REDACTED]

for the tenderer

(Name of organization/tenderer) * [REDACTED]

(Address of organization/tenderer) [REDACTED]

Name and
signature
of witness [REDACTED]

Date 19 APRIL 2017

* Refer to Clause F.4.4 Invalid tenders in Part T1.2 Tender Data

For official use.

INITIALS OF CITY OFFICIALS AT TENDER

Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now service provider) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Name

Capacity

for the
Employer

CITY OF CAPE TOWN
Tower Block, Civic Centre,
12 Hertzog Boulevard
Cape Town

Name and
signature
of witness

Date

Schedule of Deviations

1 Subject Escalation of rates

Details The following items will be escalated by CPI for Services PO141 using July 2017 as the base date, up to the contract commencement date (September 2019), and escalated annually every July thereafter, up to completion date.

2 Subject Items in Activity Schedule

Details 1.1

4.1

4.2

4.3

3 Subject 4.4

Details 4.5

5.2.

4 Subject

Details

5 Subject

Details

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)

CITY OF CAPE TOWN
Tower Block, Civic Centre,
12 Hertzog Boulevard
Cape Town

Name and
signature
of witness

Date

Confirmation of Receipt

The tenderer (now service provider), identified in the offer part of this agreement hereby confirms receipt from the employer, identified in the acceptance part of this agreement, of one fully completed original copy of this agreement, including the schedule of deviations (if any) today:

the 13th.....(day)
of SEPTEMBER.....(month)
2019.....(year)
at CIVIC CENTRE.....(place)

For the Service Provider:

Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature

Name



19 September 2019

LECTORI SALUTEM

This serves to confirm that we have arranged Professional Indemnity Insurance cover on behalf of  for the project under Contract No and Name: 288C/2016/17 ; Provision of Professional Services for the Preliminary Investigation, Design, Tender Documentation, Administration and Construction Supervision of Civil Engineering Services for the Upgrading of Enkanini Informal Settlement, Khayelitsha on the following basis:

Limit of Liability: R 120-m per claim

Deductible: R 400 000 per claim

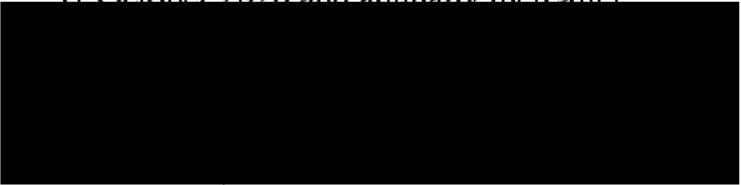
Territorial Limits:

Insurers:

Policy Number:

Period of Insurance: 13 September 2019 to 31 October 2019*

*The policy is an annual policy which renews on 1 November 2019, this certificate will be re-issued after 1 November 2019, to reflect the period as 1 November 2019 to 31 October 2020 and annually thereafter.



GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

Contract

The Contract signed by the Parties and of which these General Conditions of Contract form part.

Contract Data

Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract.

Contract Price

The price to be paid for the performance of the Services in accordance with the Pricing Data.

Day

A calendar day.

Defect

A part of the Services, as performed, which does not comply with the requirements of the Contract.

Deliverable

Any measurable, tangible, verifiable outcome, result or item that must be produced or completed;

Employer

The contracting party named in the Contract who employs the Service Provider.

Force Majeure

An event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

Key Persons

Persons who are named as such in the Contract Data who will be engaged in the performance of the Services.

Others

Persons or organisations who are not the Employer, the Service Provider or any employee, Subcontractor, or supplier of the Service Provider.

Parties

The Employer and the Service Provider.

Period of Performance

The period within which the Services are to be performed and completed, commencing from the Start Date.

Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both)..

3.3 Language

- 3.3.1 The language of the Contract and of all communications between the Parties shall be English.
- 3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

3.4 Notices

- 3.4.1 Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data, when sent by e-mail or facsimile to such Party
- 3.4.2 A Party may change its address for receipt of communications by giving the other Party 30 Days advance notice of such change.

3.5 Location

The Services shall be performed at such locations as are specified in the Contract Data, and where the location of a particular task is not so specified, at such locations as the Employer may approve.

3.6 Publicity and publication

Unless otherwise stated in the Contract Data, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

3.7 Confidentiality

Both parties shall keep all sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.

3.8 Variations

- 3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.
- 3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed between the Service Provider and the Employer.
- 3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

3.13 Equipment and materials furnished by the Employer

- 3.13.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.
- 3.13.2 The Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.13.1 for their full replacement value.

3.14 Illegal and impossible requirements

The Service Provider shall notify the Employer immediately, on becoming aware that the Contract requires him to undertake anything which is illegal or impossible.

3.15 Programme

- 3.15.1 The Service Provider shall, within the time period set out in the Contract Data and whenever a programme is amended or revised, submit for the Employer's approval a programme for the performance of the Services which shall, *inter alia*, include:
- a) the order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of the Employer and Others;
 - b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them;
 - c) provisions for float;
 - d) the planned completion of the Services or part thereof in relation to a Period of Performance; and
 - e) other information as required in terms of the Scope of Work or Contract Data.
- 3.15.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.
- 3.15.3 A programme shall be deemed to be approved if the Employer fails to approve such programme or give reasons for not approving a programme within three weeks of receipt of a request by the Service Provider to approve a programme.
- 3.15.3 The Service Provider shall update the programme:
- a) unless otherwise stated in the Contract Data, every three months to reflect actual progress to date;
 - b) whenever a change in Period of Performance or Contract Price is applied for; and
 - c) whenever a change in the Period of Performance is changed by the Employer
- and submit such revised programme to the Employer for approval.

3.16 Price adjustment to time-based fees for inflation

- 3.16.1 Time-based fees which are stated in the Pricing Data as a unique rate and are not calculated by multiplying the total annual cost of employment contained, shall unless otherwise stated in the Contract Data, be adjusted in terms of 3.16.2 on each anniversary of the Starting Date.
- 3.16.2 The adjustment to the time-based fees shall be equal to:

4.6 Issue of instructions

Where the Service Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

4.7 Payment of Service Provider

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

5.1.2 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.

5.2 Exercise of authority

The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work or services on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.

5.3 Designated representative

Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

5.4 Insurances to be taken out by the Service Provider

5.4.1 The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Data.

5.4.2 The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out and maintained in force.

5.5 Service Provider's actions requiring Employer's prior approval

The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:

- a) appointing Subcontractors for the performance of any part of the Services,
- b) appointing Key Persons not listed by name in the Contract Data.
- c) any other action that may be specified in the Contract Data.

7.2 Provision of Personnel in terms of a Personnel Schedule

- 7.2.1 The Service Provider shall, where required in terms of the Contract Data, provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.
- 7.2.2 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval. Should the Employer not object in writing within 10 Days of receipt of such notification, the replacement shall be deemed to have been approved by the Employer.
- 7.2.3 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.2.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.
- 7.2.4 The Service Provider shall, if required in terms of Clause 7.2.1:
- a) forward to the Employer for approval, within 15 Days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
 - b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.
 - c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

The Service Provider shall commence the performance of the Services within the period stated in the Contract Data.

8.2 Completion

- 8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.
- 8.2.2 The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:
- a) additional Services ordered by the Employer;
 - b) failure of the Employer to fulfil his obligations under the Contract;
 - c) any delay in the performance of the Services which is not due to the Service Provider's default;
 - d) *Force Majeure*; or
 - e) suspension.
- 8.2.3 The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days after the delay ceases deliver to the Employer full and detailed particulars of the request.
- 8.2.4 The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or

prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

- 8.4.5 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

8.5 Suspension

- 8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.
- 8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

8.6 Rights and liabilities of the Parties

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

- 9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.
- 9.2 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.
- 9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10. SUCCESSION AND ASSIGNMENT

- 10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.
- 10.2 An assignment shall be valid only if it is a written agreement by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.
- 10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder, except in the following cases :

12.2 Mediation

- 12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.
- 12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
- 12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.
- 12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data.

12.3 Adjudication

- 12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.
- 12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.
- 12.3.3 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.
- 12.3.4 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

12.4 Arbitration

- 12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Association or Arbitrators current at the date the arbitrator is appointed.
- 12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

13.6 Indemnity by the Employer

Unless otherwise indicated in the Contract Data, the Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5, if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.

13.7 Exceptions

13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.

13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
- b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Pricing Data. If not otherwise stated in the Pricing Data, the following shall apply:

- 14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.
- 14.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.
- 14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
- 14.4 In respect of Services charged for on a time-basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of twenty four months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

[illegible]

3.15.2	The Service Provider shall update the programme at intervals not exceeding weeks.	Insert number of weeks e.g. 5, if require more frequently than once a quarter.	Omit if the default provisions are appropriate	Omit if no adjustment is to be made for inflation. Amend if necessary	Omit if the Service Provider is required to do so. Rework as necessary.	State requirements for professional indemnity insurance, if any.	State requirements for other insurances if required.	The Service Provider is required to provide the following insurances:	1. Insurance against Cover is: Period of cover: 2. Insurance against Cover is: Period of cover:	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1 2	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.	8.1	The Service Provider is to commence the performance of the Services within ... Days of date that the Contract becomes effective.	8.2.1	The Contract is concluded when	8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed months/ weeks	9.1	Copyright of documents prepared for the Project shall be vested with the	11.1	A Service Provider may subcontract any work which he has the skill and competency to perform.	12.1	Interim settlement of disputes is to be by mediation / adjudication	12.2 / 12.3	Final settlement is by litigation / arbitration	Delete the option that is not selected	Delete the option that is not selected
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Part 2: Data provided by the Service Provider

Clause		Guidance notes
1	The Service Provider is	
5.3	The authorised and designated representative of the Service Provider is: Name: The address for receipt of communications is: Telephone: Faxsimile:	
1	The Period of Performance is	Omit if employer specifies Period of Performance.
5.5	The Key Persons and their jobs / functions in relation to the services are:	Provide if a requirement
7.1.2		

Name	
Specific duties	

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Service Provider) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s)

_____ Name(s)	_____ Capacity	_____ Employer	_____ Name and address of organization)	_____ Date
_____ for the				
_____ signature of				
_____ witness				

¹ As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a counter-to-counter delivery / counter-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

CITY OF CAPE TOWN

INFORMAL SETTLEMENTS AND BACKYARDERS

CONTRACT NO. 288C/2016/17

PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the **Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015)**, as published by the Construction Industry Development Board.

Copies of these General Conditions of Contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za. Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer.

The pro-formas attached to the Standard Professional Services Contract (July 2009) on pages 17 to 24 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) the Form of Offer and Acceptance,
- b) the Contract Specific Data within the Contract Data,
- c) the General Conditions of Contract
- d) the Scope of Work, and
- e) the Pricing Data.

If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary clarification or instruction.

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

*Add the following to the definition of **Employer**:*

The **Employer** is the **CITY OF CAPE TOWN**.

*Replace the definition of **Key Persons** with the following:*

Persons who are referred to as such in the Contract Data who will be engaged in the performance of the Services.

*Add the following to the definition of **Project**:*

The project is the **PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA**

*Add the following to the definition of **Service Provider**:*

The contracting party may be a consortium/joint venture contracting as a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable. In terms of this definition, the words consortium and joint venture shall be regarded as synonymous.

*Add the following to the definition of **Start Date**:*

The Start Date is the date when the service provider confirms receipt of one fully completed original copy of this document, including the acceptance part of the form of offer and acceptance, and schedule of deviations (if any).

Clause 3.2

Replace the words "time for completion" with "Period of Performance".

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is the **DIRECTOR: INFORMAL SETTLEMENTS & BACKYARDERS**

The address for receipt of communications is:

Telephone: (021) 400 4585

Facsimile:

E-mail: riana.pretorius@capetown.gov.za

Postal Address: PO Box 298
CAPE TOWN
8000

Physical Address: Tower Block
Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

Clause 3.4.1:

Add the following to the first sentence:

... , and may be given as set out hereunder and shall be deemed to have been received when:

- a) hand delivered – on the working day of delivery
- b) sent by registered mail – five (5) working days after mailing
- c) sent by email or telefax – one (1) working day after transmission

Clause 3.5:

Add the following:

The location for the performance of the Project will be the **LOCAL OFFICE** of the service provider, together with the site of the proposed development. Key personnel will be expected to work out of the local office as the exigencies of this contract require.

Clause 3.9.2:

Replace the words "6 weeks" with "21 days".

Clause 3.9.3:

Add the following:

The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.

Clause 3.15.1:

Add the following:

The programme shall be submitted within 14 days of the Start Date.

Clause 3.16.2:

Add the following:

The indices are those contained in Table A of the P0141 Consumer Price Index for the CPI for services published by Statistics South Africa.

Clause 4.7:

Add the following:

Payment of the tendered basic fee for normal services shall be in accordance with Clause 9 in Part C2.1 Pricing Assumptions.

Clause 5.4.1:

Add the following:

The Service Provider is required to take out and maintain, for the full duration of the performance of this contract, the following insurance cover:

- a) Professional Indemnity (PI) insurance providing cover in an amount of not less than R150 000 000 in respect of each and every claim during the period of insurance. Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.
- b) Public Liability insurance with a limit of indemnity of not less than R20 000 000 for any single claim, the number of claims to be unlimited during the contract period.
- c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

The Service Provider shall ensure that any sub-contractors engaged in construction activities shall, in addition to the Public Liability and COID Insurances as described above, also take out and maintain Service Providers all risks insurance to the value of the work being undertaken.

Clause 5.4.2

Add the following:

Evidence of insurance or confirmation (warranty) from a reputable Insurance Broker that the required insurances are in place shall be submitted within 14 days of the Start Date.

Add the following clause after Clause 5.4.2:

5.4.3 The Service Provider shall maintain the insurance policy/ies for the duration of the liability period in terms of Clause 13.4 and shall upon request by the Employer provide periodic proof of such insurance.

Clause 5.5:

Add the following:

The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

- a) Replacing any of the key personnel listed at the time of tender.
- b) Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract.
- c) Making a material change, addition or omission from the approved designs.
- d) Issuing an instruction that will result in the approved contract value being exceeded.
- e) Permitting advance payment for items not listed in the Advance Payment Schedule.
- f) Nominating the Engineer's Representative in terms of Clause 3.2.1 (GCC 2010).
- g) Delegation of Engineer's authority in terms of Clause 3.2.4 (GCC 2010).
- h) Granting permission to work during non-working times in terms of Clause 5.8.1 (GCC 2010).
- i) Suspend the progress of the works in terms of Clause 5.11.1 (GCC 2010).
- j) The issuing of an instruction to accelerate progress in terms of Clauses 5.7.3 and 5.12.4 (GCC 2010).

Clause 6.4:

Add the following clause after Clause 6.3:

6.4 Conflict of interest

The Service Provider shall immediately disclose any potential conflict of interest or involvement in the project other than a professional interest in terms of this Contract.

Clause 7.1.2

Add the following:

Key Persons shall be those individuals listed under "Key personnel" in Part C3.1 Scope of Work.

Clause 7.2.1:

Add the following:

The Service Provider shall provide appropriate Personnel for such time periods as required and shall enter all data pertaining to Personnel and Key Persons on the Personnel Schedule (comprised of Schedules 9 and 16, Part T2.2 : Returnable Schedules).

Clause 8.1:

Add the following:

The Service Provider is to commence the performance of the Services within 14 days of the Start Date.

Clause 8.4.1:

Delete "or" at the end of Clause 8.4.1(d) and add the following three clauses after Clause 8.4.1(e):

- f) if the Service Provider has failed to provide the required insurances within the prescribed time;

Clause 8.4.3(c):

Add the following:

The period of suspension under Clause 8.5 is not to exceed 6 months.

Clause 8.4.4:

Delete the content of this clause and replace with the following:

Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge, including any pro-rata payment for partially completed Services, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

Clause 9.1:

Add the following:

Copyright of documents prepared for the project shall be vested with the Employer.

Clause 11.1:

Add the following:

A Service Provider may not sub-contract any work which he has the skill and competency to perform, unless he has the Employer's prior approval in writing.

Clause 12.1.2:

Add the following:

Interim settlement of disputes is to be by mediation.

Clause 12.2.1:

Add the following:

In the event that the parties fail to agree on a mediator, the mediator is nominated by the President of the South African Institution of Civil Engineering.

Clause 12.2.4:

Add the following:

Final settlement is by litigation.

Clause 13.1:

Add the following clause after Clause 13.1.3:

- 13.1.4 The Employer and the Service Provider shall enter into an agreement to complete the Services required for the Project in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations, 2014 promulgated thereunder.

An agreement is included in the Contract Document (C1.3 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a licenced compensation insurer) within fourteen (14) days of the Start Date. The Service Provider shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

Clause 13.4:

Delete the content of this clause and replace with the following:

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within a liability period of five years, which period shall commence on the earlier of:

- (a) Final completion of the construction contract.
- (b) Suspension, postponement, expiry or termination of all construction contracts.
- (c) Cancellation or termination of this Contract.

Clause 13.7.3:

Add the following clause after Clause 13.7.2:

- 13.7.3 The Service Provider hereby indemnifies the Employer against all claims by third parties which arise out of or in connection with the Services rendered under this Contract and where such claims are the consequence of breach by the Service Provider to exercise reasonable professional skill, care and diligence in the exercising of its obligations.

Clause 14.5:

Add the following new clause after Clause 14.4:

Clause 14.5: Tax Invoices

Section 20(1) of the Value Added Tax Act No. 89 of 1991 requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

The Service Provider shall provide a tax invoice (VAT invoice) which shall be included with each account delivered to the Employer in terms of Clause 14. Failure by the Service Provider to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

Clause 15:

Add the following:

The interest rate will be the prime interest rate of the Employer's Bank at the time the amount is due.

Part 2: Data provided by the Service Provider

The Service Provider is:

Postal Address: ...

Physical Address: ...

Telephone: ...

Facsimile: ...

The authorised and designated representative of the Service Provider is:

Name: ...

The address for receipt of communication is:

Address: ...

Telephone: ...

Facsimile: ...

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

INFORMAL SETTLEMENTS AND BACKYARDERS

CONTRACT NO. 288C/2016/17

PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

C1.3 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "EMPLOYER") AND

[REDACTED]
(Service Provider/Mandatar/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I, [REDACTED], representing [REDACTED], as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: [REDACTED]

OR Compensation Insurer: [REDACTED] Policy No.: [REDACTED]

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at [REDACTED] on the 19 day of APRIL 2017

[REDACTED]
Witness

[REDACTED]
Mandatar

Signed at [REDACTED] on the [REDACTED] day of [REDACTED] 20 [REDACTED]

Witness

for and on behalf of
City of Cape Town

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Service Provider shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Service Provider assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Service Provider performs on the site in terms of Construction Regulations, 2014.
3. The Service Provider shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Service Provider shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Service Provider as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Service Provider to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Service Provider and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.
14. The Service Provider shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

Part C2: Pricing Data

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C2.2 Activity Schedule	78 – 82

PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.
2. While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, guideline tariffs of fees or indicative time based fee rates are gazetted annually by each of the built environment professional bodies, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.
3. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Percentage Fee:	The agreed fee for a service, the extent of which is described in the Scope of Work, expressed as a percentage of a construction contract value or part thereof.

4. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. An item against which no price or a nil rate is entered will be considered to be covered by the other prices or rates in the Activity Schedule.
5. The rates, sums, percentage fees and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Time based rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
6. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.
7. Tenderers will note that the prices for some items are developed from a tendered fee expressed as a percentage of an estimated contract value (construction cost), or part thereof, which for tendering purposes, are given. Tenderers are required to insert their tendered percentage fee in the space provided. Where prices have been developed from a tendered fee, the final amount due to the Service Provider will be adjusted according to final construction contract values based on the percentage fee tendered.

Only one (flat rate) percentage fee per item may be tendered. A percentage fee tendered on a sliding scale will make the tender non-responsive.
8. Where the estimated construction value is broken up into component parts for the purposes of determining fees in respect of different disciplines, the "make-up" of each component is described in the Scope of Work.
9. The following table shall be used for proportioning the tendered basic fee for normal services, for each discipline, over the various stages of the services:

Project Manager: Stage of Services	Percentage points for each stage
Conditional Project Funding Approval	5
Completion of pre-planning studies (eg Geotechnical, EIA, TIA, etc)	10
Establishment of Housing Project Steering Committee	5
USDG Project Funding Approval (N6)	5
Approval of Civil Engineering Design	25
Civil Tender approval by City	10
Civil Contractor on site	10
50 % complete civil contract	10
Civil services completion certificate	10
Approval of General Plan	5
100 % Civil Engineering Services completion	5

Civil Engineer: Stage of Services	Percentage points for each stage
Services report	5
Preliminary design	10
Approval of final design	20
Tender documentation & tendering	20
Construction site supervision	30
Completion certificates	5
Final completion certificate and hand-over	5
Submission of As-built drawings	5

Geo-Technical Engineer: Stage of Services	Percentage points for each stage
Preliminary Geotechnical Investigation Report	20
Phase 1 Geotechnical Investigation Report	30
USDG Funding Application Approval	20
Phase 2 Geotechnical Investigation	20
100 % Civil Engineering Services completion	10

Electrical Engineer: Stage of Services	Percentage points for each stage
Preliminary design	10
Approval of final design	25
Tender documentation & tendering	20
Construction site supervision	30
Completion certificates	5
Final completion certificate and hand-over	5
Submission of As-built drawings	5

Construction Monitoring	Percentage points for each stage
Establishment of Civils contractor on site	5
On-site monitoring and evaluation: Civils 25% completed	20
On-site monitoring and evaluation: Civils 50% completed	20
On-site monitoring and evaluation: Civils 75% completed	20
On-site monitoring and evaluation: Civils 100% completed	20
Attendance of project meetings and reporting	10
Final reconciliation report	5

Health & Safety Officer: Stage of Services	Percentage points for each stage
Risk assessment	5
Completion of Occupational Health & Safety Plan	20
Site inspections and monitoring	45
Auditing, reporting and meetings	30

Land Surveyor: Stage of Services	Percentage points for each stage
SG & Deed searches, topographical survey & control points	20
Supply Provisional General Plans	20
Approval of Final General Plans	20
Setting out of block corners, Erf. beacons, etc.	40

Beneficiary Administrator Stage of Services	Percentage points for each stage
Beneficiary Identification	10
Submission to allocation committee	10
Submission of subsidy application forms	10
HSS Subsidy report	20
Submission of services forms	20
Handover of service sites / houses to beneficiaries	10
Reconciliation report	20
	100

Social Facilitator Stage of Services	Percentage points for each stage
Beneficiary Identification	20
Submission to allocation Project Steering committee	20
Submission to allocation committee	20
Communication of beneficiaries to the communities	20
Handover of service sites / houses to beneficiaries	20
	100

"Close-Out" may be included under the Contract Administration and Inspection Stage of the Service, in which case the Service Provider will then be required, at the time of issue of the Certificate of Completion (to the Service Provider) to claim the total fee (100%) for normal services, less a 5% retention amount of the total fee. The retention will be released on successful completion of the Service Provider's defects liability period.

If the Service Provider is in default which results in delay, or if an extension of time is granted in respect of which there is no adjustment of the contract price/value, then the Service Provider shall be entitled to 25% of the full fee pro-rated for the period in question for Contract Administration and Inspection (in addition to construction monitoring charges) as follows:

Rate per week for additional contract administration and inspections = percentage points for Stage 5 x percentage basic fee tendered x final construction contract price/value / final contract duration up to practical completion/taking-over (including any valid extensions of time), applied to the delay period (in weeks).

10. All rates, sums, percentage fees or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract. This is due to the fact that the fee for normal services rendered is typically developed from a construction contract value which will be subject to escalation/contract price adjustment, and the Service Provider will benefit from adjustments in this regard. In developing any other rates, (excluding time based), tenderers must make allowance for annual increases.
11. Where a provisional sum has been provided in respect of additional construction monitoring services, the service provider shall, when called upon to do so by the Employer, submit a proposal in respect of such construction monitoring to the Employer for approval. The Service Provider is not entitled to claim the full provision in this regard, but shall rather submit a realistic proposal based on the requirements of the project, and as set out in the Scope of Work, which may be accepted, or rejected, at the sole discretion of the Employer.
15. Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or in full should the services, etc. not be required. Where services are to be sub-contracted out by the Service Provider, which do not exceed R200 000,00 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/Service Providers. Where the sub-contracted services are likely to exceed R200 000,00 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemised in the Activity Schedule.

16. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.
17. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
18. Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km.
19. The per kilometre rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. This rate is currently R3.30/km (excluding VAT).
20. Tenderers are to note that the planning for this contract is based on a three year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
21. If the Service Provider considers it necessary to employ the services of the safety specialist in order to execute duties as the client's agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, should the Employer accept the tender (Clause 6.4, Part C3.1 Scope of Work), the cost thereof must be included in the fee tendered for this aspect of the project.
22. If the Service Provider deems it necessary to appoint a sub-consultant as Environmental Officer (EO), the cost thereof must be included in the fee tendered for this aspect of the project.
23. All charges in respect of attendance at meetings (Clause 13, Part C3.1 Scope of Work) and the provision of secretarial services shall be included in the tendered basic fee for normal services.
24. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
25. Clause F.4.10(c) in Part T1.2 Tender Data shall be applicable to the submission of Activity Schedules which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Activity Schedules.

If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Activity Schedule, then the printed Activity Schedule shall take these into account.

The pages of the issued Activity Schedule should not be removed from the tender document.

PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

C2.2 Activity Schedule

Item No. 1 Project Manager:

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
1.1	Provide all project management services as described in description of services required (Refer to Description of services Required: Section 4.1 : Description of services required)	SUM	1	5 824 380	5 824 380	00
TOTAL OF ITEM No 1 TO SUMMARY					5 824 380	00

Item No 2. Civil Engineering Services

Item No.	Activity Description	Tendered Percentage Fee	Amount R c	
2.1	Provide engineering services as described in the Scope of Work in respect of: Planning, Studies, Investigations and Assessments, Stage 1 – Inception Stage 2 – Concept and Viability Stage 3 – Design Development Stage 4 – Documentation and Procurement Stage 5 – Contract Administration and Inspection Stage 6 – Close-Out (Refer to Description of services Required: Section 4.2 : Description of services required)	Estimated Contract Value (Civil Engineering component) inclusive of contingencies but exclusive of VAT (Construction Cost) R350 000 000.00 (a) Tendered basic fee as a percentage of the estimated contract value (a) above <u>1.02</u> % (b) $PRICE (c) = \frac{(b)}{100} \times (a)$	3 575 862	50
TOTAL OF ITEM No. 2.1 TO SUMMARY			3 575 862	50

2.2: Additional Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
2.2	Additional Services pertaining to all stages of the Project.					
2.2.1	Applying for wayleave conditions and approvals from all services authorities	Sum		0	0	0
2.2.2	Services related to preferential procurement and targeted participation	Sum		0	0	0
2.2.3	Provide Level 4 Construction monitoring service as described in the in the scope of work (Refer to Description of services Required: Section 4.5: Description of services required) 4.4	<i>Tendered fee as a percentage of the estimated contract value (a) above</i> $0.92\% (d)$ $PRICE (e) = \frac{(d) \times (a)}{100}$			3 203 200	00
					(e)	
2.2.4	Act as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014.	<i>Tendered fee as a percentage of the estimated contract value (a) above</i> $0\% (f)$ $PRICE (g) = \frac{(f) \times (a)}{100}$			0	00
					(g)	
TOTAL OF ITEM No. 2.2 TO SUMMARY					3 203 200	00

Item No. 3: Electrical Engineer

Item No.	Activity Description	Tendered Percentage Fee	Amount R c	
3.1	Provide engineering services as described in the Scope of Work in respect of: Planning, Studies, Investigations and Assessments, Stage 1 – Inception Stage 2 – Concept and Viability Stage 3 – Design Development Stage 4 – Documentation and Procurement Stage 5 – Contract Administration and Inspection Stage 6 – Close-Out (Refer to Description of services Required: Section 4.6 : Description of services required)	Estimated Contract Value (Electrical Engineering component) inclusive of contingencies but exclusive of VAT (Construction Cost) R120 000 000.00 (a) <i>Tendered basic fee as a percentage of the estimated contract value (a) above</i> $1.10\% (b)$ $PRICE (c) = \frac{(b) \times (a)}{100}$	1 317 050	00
			(c)	
TOTAL OF ITEM No. 3.1 TO SUMMARY			1 317 050	00

2. Amendment to C2.2 Activity Schedule

C2.2 Activity Schedule

2.2: Additional Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c
2.2.3	Provide Level 4 Construction monitoring service as described in the In the scope of work (Refer to Description of services Required: Section 4.4 : Description of services required)			Tendered fee as a percentage of the estimated contract value (a) above ____ % (d) PRICE (e) = $\frac{(d)}{100} \times (a)$ <i>* See Previous Page *</i>	(e)

Item No. 3: Electrical Engineer

Item No.	Activity Description	Tendered Percentage Fee	Amount R c
3.1	Provide engineering services as described in the Scope of Work In respect of: Planning, Studies, Investigations and Assessments, Stage 1 – Inception Stage 2 – Concept and Viability Stage 3 – Design Development Stage 4 – Documentation and Procurement Stage 5 – Contract Administration and Inspection Stage 6 – Close-Out (Refer to Description of services Required: Section 4.3 : Description of services required)	Estimated Contract Value (Electrical Engineering component) Inclusive of contingencies but exclusive of VAT (Construction Cost) R120 000 000.00 (a) Tendered basic fee as a percentage of the estimated contract value (a) above ____ % (b) PRICE (c) = $\frac{(b)}{100} \times (a)$ <i>* See Previous Page *</i>	(c)
TOTAL OF ITEM No. 3.1 TO SUMMARY			

Item No. 4:

Item No.	Activity Description	Unit	Quantity	Rate	Amount	
					R	C
4.1	Environmental and Heritage practitioner Services (Refer to Description of services Required: Section 4.5: Description of services required)	SUM	1	51 000	51 000	00
4.2	Land Surveying Services (Refer to Description of services Required: Section 4.6 : Description of services required)	SUM	1	4 500 000	4 500 000	00
4.3	Geotechnical Services (Refer to Description of services Required: Section 4.7 : Description of services required)	SUM	1	201 600	201 600	00
4.4	Beneficiary Administrator (Refer to Description of services Required: Section 4.8: Description of services required)	SUM	1	2 655 044.23	2 655 044	23
4.5	Social Facilitator (Refer to Description of services Required: Section 4.9 : Description of services required)	SUM	1	2 297 369.53	2 297 369	53
TOTAL OF ITEM No. 4 TO SUMMARY						

9 705 013.75

3.2: Additional Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
3.2	Additional Services pertaining to all stages of the Project.					
3.2.1	Applying for wayleave conditions and approvals from all services authorities	Sum	0	0	0	0
3.2.2	Services related to preferential procurement and targeted participation	Sum	0	0	0	0
3.2.3	Provide a level (4) construction monitoring service as described in the Scope of Work.	Tendered fee as a percentage of the estimated contract value (a) above 0.95 % (d) PRICE (e) = $\frac{(d) \times (a)}{100}$			1 114 000 (e)	00
TOTAL OF ITEM No. 3.2 TO SUMMARY					1 114 000	00

Item No. 4:

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
4.1	Environmental and Heritage practitioner Services (Refer to Description of services Required: Section 4.9: Description of services required)	SUM	1			
4.2	Land Surveying Services ((Refer to Description of services Required: Section 4.3 : Description of services required)	SUM	1			
4.3	Geotechnical Services (Refer to Description of services Required: Section 4.4 : Description of services required)	SUM	1			
4.4	Beneficiary Administrator (Refer to Description of services Required: Section 4.7 : Description of services required)	SUM	1			
4.5	Social Facilitator (Refer to Description of services Required: Section 4.8 : Description of services required)	SUM	1			
TOTAL OF ITEM No. 4 TO SUMMARY						

Item No. 5: Recoverable Expenses (Disbursements) – all disciplines

Item No.	Description	Unit	Quantity	Rate	Amount R c	
5.1	Recoverable expenses in respect of printing/copying as specified below:					
	Printing: size A0,	No	500	12.00	6000	00
	Printing: size A1,	No	500	9.60	4800	00
	Printing: size A2,	No	4000	2.00	8000	00
	Printing/copying: size A4 (reports and tender documents only),	No	10000	1.00	10 000	00
	Compilation and binding of reports/tender documents, books of drawings.	No	300	10.00	3000	00
	Electronic Data provided on Compact Disk	No.	100	1.00	100	00
5.2	Recoverable expenses in respect of travelling.	Provisional Sum			200 000	00
5.3.1	Other costs incurred on behalf of and with the approval of the Employer.	Provisional Sum			400 000	00
5.3.2	Extra over item 4.3.1 above in respect of all other costs, overhead charges and profit.	%	400 000	5%.	20 000	00
TOTAL OF ITEM No. 5 TO SUMMARY					651 900	00

CITY OF CAPE TOWN

INFORMAL SETTLEMENTS AND BACKYARDERS

CONTRACT NO. 288C/2016/17

PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

SUMMARY OF ACTIVITY SCHEDULE

A: TOTAL OF ITEM No. 1	R 5 824 380.00
B: TOTAL OF ITEM No. 2.1	R 3 575 862.50
C: TOTAL OF ITEM No. 2.2	R 3 203 200.00
D: TOTAL OF ITEM No. 3.1	R 1 380 1 317 050.00
E: TOTAL OF ITEM No. 3.2	R 1 144 000.00
F: TOTAL OF ITEM No. 4	R 9 705 013.75
G: TOTAL OF ITEM No.5	R 6 57 900.00
H: SUB-TOTAL (A TO G)	R 25 421 406.25
I: <u>CONTINGENCIES</u>	
Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Employer may direct and to be deducted in whole or in part if not required	R 2 542 140.63
J: TOTAL INCLUDING CONTINGENCIES	R 27 963 546.88
K: VALUE ADDED TAX	
ADD: VAT at the rate of 14% of above	R 3 914 896.56
L: TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE (J+K)	R 31 878 443.44

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for TENDER NO. 288C/2016/17: PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

SIGNED ON BEHALF OF THE TENDERER:

Part C3: Scope of Work

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CITY OF CAPE TOWN

INFORMAL SETTLEMENTS AND BACKYARDERS

CONTRACT NO. 288C/2016/17

PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

C3.1 Scope of Work

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1. INTRODUCTION

In 2012, the City of Cape Town undertook a study of the Enkanini Informal settlement. The aim of the project was to assess and have a rezoning and subdivision layout approved by the City of Cape Town for what was termed phase 2 of Enkanini.

The Urban Upgrade layout that was produced identified only 3600 housing opportunities based on the scope provided by the City of Cape Town. An overhaul of the scope as well as standards prescribed for rezoning and sub division for informal settlements was then developed. Based on these new guidelines, the internal spatial planners developed a layout that could accommodate 7500 housing opportunities on the site.

A professional service provider is now required to complete the final design and implementation of the project, which, in terms of the Municipal Finance Management Act, 56 of 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders from suitably qualified and experienced service providers for Contract No 288C/2016/17: PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

The process for appointing of the Consultants for this tender will be as follows:

- All responsive tenders submitted for this tender will be evaluated and ranked based upon: Eligibility criteria; Quality/Functionality scoring and Price and Preference scoring.

2 BACKGROUND

The services required in terms of this brief extend mainly towards civil, geotechnical and electrical design, approvals, compilation of tender documentation, procurement and monitoring of the construction of the infrastructure services, for the provision of serviced erven pertaining to the informal settlement indicated.

Enkanini is one of the biggest informal settlements within the boundaries of the City of Cape Town. Phase 1 of Enkanini was completed in 2009. However, approximately 11 000 households still reside in informal dwellings in the larger informal settlement. The informal settlement is approximately 125 ha in size.

Rudimentary services currently exist on site in the form of flush toilets and stand pipes. These services are provided at a ratio of 1 in 5 for toilets and 1 in 25 for stand pipes.

The services to be provided in terms of this contract are inextricably linked to the Employer's three-year capital budget, and it should be noted that while the Employer has every intention of completing the full Scope of Work making full use of the budget allocation, the Employer's budget is subject to periodic review. Should it become necessary to vary the scope of work or even suspend or terminate this contract, such variation, suspension or termination shall be dealt with in accordance with the provisions of the Standard Professional Services Contract as amended by the Contract Data.

2.1 Site Description

The site comprises of an irregular triangular portion of the greater Erf 18332, which forms part of the Khayelitsha Township in the southern portion of the City of Cape Town's District G: Cape Flats. The proposed development lies approximately 3km south of the N2 highway along Baden Powell Drive, which forms the south eastern boundary of the site. A railway line (Metrorail's Central line) forms the northern boundary, except for a triangular portion of land along Walter Sisulu Drive that is excluded from the site. The south western boundary of the site is the start of the formal area just after the dune area that was developed during phase 1 from Baden Powell up until Lindela road from where it cuts north towards to meet the railway line boundary. The site includes the informal area known as Zwelitsha. The False Bay shoreline lies approximately 1km south of the site.

2.1.1 Dune Area & Phasing

The dune area currently on the south eastern point, bordering on Baden Powell, of the proposed development consists of an area approximately 10 ha in extent. It is envisaged that this area be incorporated into the development and will form part of the first phase of construction. Currently, there is an application to mine the sand with the Department of Minerals and Energy. It is the intention of the City to develop this site first as part of phase 1 of the construction.

2.1.2. Current Services and Capacity

Cognisance should be taken of the bulk capacity requirements as stated in the report provided by the City of Cape Town's Department of Water and Sanitation.

It will be incumbent on the service provider to advise the City of Cape Town, taking into account current capacity and shortages, on the feasibility of its phasing plan.

It should further be noted that it is the objective of the City of Cape Town to complete the installation of services as soon as possible in order to minimize the amount of disturbance that construction activity will have on the residents of the Enkanini informal settlement.

Water Reticulation

This development falls within the "Khayelitsha PRV" water distribution zone. Along Ntlazane Road is an existing 300mmØ water main with a peak demand pressure of 48m which is insufficient to meet the demand of the proposed development. In order to supply the proposed informal settlement upgrade, a new main will be required from the existing 2400mmØ bulk main found north of the proposed development. The main is to extend along Baden Powell Road up until Lansdowne Road and will reinforce the supply to Khayelitsha.

Bulk Water

No bulk water pipelines or infrastructure under the control of the Bulk Water Branch is directly affected by the proposed development.

The bulk supply system has sufficient water resource; treatment; bulk storage and conveyance capacity to supply the estimated annual average daily demand of 4050kl/d of the proposed development.

Sewer Reticulation

The northern extent of the informal settlement left of Ntlazane Road drains to a 600mmØ bulk main along the rail way line which extends towards Baden Powell Road. This line has sufficient unallocated capacity to accommodate the proposed development.

Beyond the traffic circle in Ntlazane Street is a 235mm Ø main connected to the 600mm Ø main.

Wastewater

The proposed development is situated within the catchment of the Zandvliet wastewater treatment facility. This treatment works has insufficient capacity to accommodate the theoretical sewer flow expected from the proposed development. Plans are underway to increase treatment capacity which is envisaged to be completed 2021.

Current plans are to extend the works from 72 Ml /day to 150 Ml/day.

Electricity

The development falls within the City of Cape Town municipal area and the electricity Supply Authority for the area is Eskom;

3 EMPLOYER'S OBJECTIVE

The Enkanini Informal Settlement, located in Khayelitsha, is currently resident to approximately 11 000 households. The entire Enkanini Phase 2 informal settlement is approximately 109ha in extent. This proposed upgrading project aims to provide approximately 7500 serviced sites. No formal dwelling units will be built as part of this project, but will follow as a separate process.

Due to the size and the amount of erven to be created the City of Cape Town will have to implement the project in phases. A proposed phasing plan is attached. Service providers are requested to evaluate and comment on the proposed phasing plan of the City of Cape Town.

In addition to the above, it would include all associated infrastructure for engineering services.

The resulting subsidised residential opportunities will be allocated to eligible beneficiaries registered on the CCT housing application list, and will be conducted in line with the official housing allocation procedure.

The service provider thus needs to ensure undertake the following

- Assessment of current state of infrastructure

- Assessment of cadastral information and the confirmation thereof.
- Assessment of the ground and soil conditions
- Preliminary design of municipal infrastructure and the costing thereof
- Final design of infrastructure
- Informing the City of Cape Town on a phasing plan for construction of infrastructure
- Assessment of current state of electrical infrastructure
- Preliminary design of electrical infrastructure and reticulation and the costing thereof
- Final design of electrical infrastructure
- Procure the services of contractors per phase
- Manage the construction of infrastructure
- Validation of current Project Steering Committee
- Drafting a terms of reference for the Community participation process
- Ongoing public participation and communication
- Identifying beneficiaries

4 DESCRIPTION OF SERVICES REQUIRED

The Service Provider is required to provide the following services:

4.1 Project Manager

The Project Manager shall lead and manage the appointed professional team, which will comprise of the following:

Civil Engineer
Electrical Engineers
Site Engineer
Environmental and Heritage Practitioner
Land surveyor
Geotechnical Engineer
Beneficiary administrator
Social facilitator;

The Project Manager shall be responsible for the following:

- 4.1.1 Co-ordinating and driving all the work streams to ensure that all stakeholders perform and contribute so that the project targets and objectives are achieved and completed in the shortest possible time. The project lies within the Eskom jurisdiction supply area and therefore the proposed layout would have to be work shopped and planned with Eskom and other key stakeholders.

- 4.1.2 Project Communication will include the following duties:

- The Project Manager shall report directly to the City's Internal Project Manager assigned to the project. All deliverables will be submitted to the City's Project Manager as draft documents for review and comment;
- Organising and chairing regular meetings of the Professional Team;
- Arranging and attending Project Steering Committee meetings;
- Secretarial services for the Professional Team and Project Steering Committee;
- Programme and budget updates must be provided at monthly meetings;
- Applying for project approval and funding from Provincial Government;
- Provincial Government must be provided with any information they require in terms of their subsidy and project approvals.

The composition of the Project Steering Committee will consist of Representatives of the beneficiary community, Ward Councillor, Sub-Council Chair or nominated Councillor Representative, Relevant City Officials, Consultants and an official from WCG. (Refer to City of Cape Town's policy document on "Housing Project steering Committee").

The Professional Team will attend Project Steering Committee meetings, Planning, Design Development meetings, Technical meetings, Site Meetings and Public Meetings, as and when required.

- 4.1.3 Time Management: including the preparing and updating of a project programme, and ensuring adherence to it by all professionals and contractors.
- 4.1.4 Risk Management: including the identification of, assessment of, ongoing control of and mitigation measures against risk, including putting a Risk Management plan in place.
- 4.1.5 Cost Management: including budgeting all sources of finance – state housing subsidy, USDG, the City's contribution to the increased service levels, end-user finance and beneficiary contributions.
- 4.1.6 Construction Quality:
- The Project manager will set up a robust quality management system including records of inspection, testing and acceptance of materials and completed work, and ensure that this is maintained for the duration of the project.
 - Progress payment certificates issued by the Project Manager must be rigorously correlated to the quality management system.
 - Original records of the quality management system must be kept off-site with copies on site for ease of reference during physical audits
- 4.1.7 Government Initiatives such as the Extended Public Works Programme (EPWP) must be taken into account during the design phase in order to maximise local labour opportunities. Labour intensive activities should take preference over mechanical wherever possible. The Project Manager must ensure that the Civil Contractor implements the EPWP principles.

4.2 The Civil Engineer

The Civil Engineer shall be responsible for the following:

4.2.1 Site Inspection, Pre-planning & Assessment of Existing Services

The Engineer will need to assess the bulk services capacities, assessment reports and development feasibilities of the site.

The professional team shall inspect the proposed sites to familiarize themselves with the nature of the sites and the conditions under which work (both the provision of professional services and construction work by others) will be executed.

The Employer will make arrangements to make all record drawings relating to the site available to the Engineer at no cost. However, it is the Engineers responsibility to locate, search through and collate all available data, drawings and plans necessary to provide the service required in terms of this contract. Any investigations required to corroborate the as-built information provided, shall be the responsibility of the Engineer and shall be allowed for in the fee tendered. Any specialist investigation required may only be carried out with the approval of the Employer and shall be paid for as a recoverable expense.

4.2.2 Preliminary Design

- The Engineer will give input to the design of the most cost effective civil services layout and draft a preliminary engineering services design according to approved City of Cape Town engineering service standards for the provision of the required water reticulation, sewer, roads and storm water networks to all the proposed residential sites.
- The Engineer will ascertain the status and condition of existing engineering services and recommend any necessary repairs and rehabilitation.
- The Engineer shall be responsible for all service enquiries, wayleave applications and obtaining the necessary authority or permission from the Service Authorities to carry out all work in terms of this project. All applications in this respect must be carried out timeously.

4.2.3 Final Design and Documentation

Upon the finalization and approval of the sub divisional layout, and engineering servicing options, the Engineer shall finalize the civil services design and produce detail design drawings, specifications and the necessary tender documentation. A set of draft plans and draft tender/contract documents shall be submitted to the Employer for comment and approval prior to going out to tender. All drafts must be thoroughly checked by the Project Manager (prior to submission. The tender/contract document shall be submitted to the Employer for checking at least two weeks prior to tenders being advertised. The

Engineer shall supply the Employer with an electronic copy (on CD) of the tender/contract document once approved.

The Engineer shall be required to:

- Prepare design working drawings and tender documentation that will favour labour intensive construction methods in accordance with the Expanded Public Works Programme (EPWP).
- Obtain approval of the abovementioned designs by the Technical Project Committee and the relevant City of Cape Town engineering branches.

The construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) format. The Engineer shall liaise with the Employer during the preparation of the contract document to determine any other specific requirements that the Employer may have in this regard.

On approval of all Civil Engineering detail design drawings, two sets of paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Engineer. All other prints issued henceforth shall carry the words "Initial version signed on (date)" at the signature location in the title block.

The Engineer shall be responsible for providing the Employer with the required number of (hard) copies of their respective plans and tender documents for tender purposes.

4.2.4 Tender Stage

The Engineer shall be required to prepare and duplicate tender documentation, call for tenders, evaluate the tenders received, complete a tender report, and assist the Project Manager with the award of a contract to the successful tenderer.

4.2.5 Construction Management

The Engineer shall be required to:

- Prepare and maintain a Construction Programme in consultation with the Project Manager and awarded contractor to be agreed upon by all relevant parties.
- Deploy a competent and appropriately experienced site engineer and sufficient support staff to monitor the quality of materials supplied and the quality of workmanship during the construction the construction of the works.
- Ensure adherence to all relevant EPWP construction methods and reporting requirements throughout the duration of the contract period.

On completion of the installation of the civil engineering services the Engineer shall issue a final completion certificate, certifying that all work has been installed as per the approved design and quality standards.

4.3 Electrical Engineer

The Electrical Engineer shall be responsible for the following:

- During the Preliminary layout Phase, prepare a report containing detailed proposals and cost estimates for the provision of street lighting, internal electrical services and bulk supply provisions for which the supply authority is responsible.
- During the Design Phase, prepare designs, working drawings and tender documents for the installation of street lighting, any additional internal electrical services required and any bulk supply provisions for which the supply authority is responsible. Analyse the tenders received and make recommendations for the acceptance of tenders.
- During the Construction Phase provide a level 4 construction monitoring staff as described in Generic Specification GFSH-8 of The National Department of HUMAN SETTLEMENTS DIRECTORATE.

The Scope of Work includes the design, documentation, construction supervision and administration of the electrical reticulation for the project

4.4 Site Engineer (Civils) (Appointed by and reports to the Civil Engineer)

Construction monitoring is considered to be a vitally important part of this project, requiring the full time input of an experienced individual (Clerk of Works) site. For this reason, it is specified that a level 4 construction monitoring service (as per the Guideline Scope of Services document referred to above) must be provided by the Civil Engineer appointed for each project.

The Site Engineer (Civils) shall inter-alia be responsible for the following:

- Perform any duties and responsibilities assigned to him by the Civil Engineer
- Ensure that the work being constructed conforms to the minimum specifications and standards.
- Ensure that all required testing is carried out and approved.
- Ensure Contractor is compliant in terms of the EPWP.
- Ensure Contractor is compliant regarding local Labour and local Sub-contractor obligations
- Provide a monthly report regarding Progress, Quality, Local Labour and Local Sub-contractors on site, for discussion at the monthly Site Meetings.

4.5 Environmental Officer

The Service Provider shall provide from within its own organisation or, if necessary, appoint as a sub-consultant, a suitably experienced Environmental Officer (EO) whose responsibilities shall be as follows:

- (a) to prepare a project specific Construction Environmental Management Programme (specification) (C-EMP) for inclusion into the construction tender/contract document.
- (b) to assist the Engineer in ensuring that any necessary permits are obtained.
- (c) to convey the contents of the C-EMP to the Service Provider's site team, and discuss the contents in detail with the Service Provider, as well as to conduct induction and environmental awareness training sessions to the Service Provider's and sub-contractor's workforces, as and when necessary.
- (d) to monitor and verify that the C-EMP is adhered to at all times, and to inform the Engineer if the specifications are not followed.
- (e) to review construction method statements for approval by the Engineer.
- (f) to assist the Engineer and Service Provider in finding environmentally responsible solutions to problems.
- (g) to provide a report on environmental compliance issues (with photographic evidence, if applicable) at the monthly site meetings or any other meetings that may be called regarding environmental matters.
- (h) to ensure that all activities/incidents concerning the environment are recorded in the site records, to monitor and review such records and advise the Engineer of any action necessary.
- (i) to inspect the site and surrounding areas with regard to compliance with the C-EMP.
- (j) to advise the Engineer on the imposition of penalties or fines specified in the C-EMP, or the removal of person(s) and/or equipment not complying with the specifications.

The frequency of site visits/inspections shall be as and when necessary, but not less than at monthly intervals.

4.6 Land Surveyor

The land surveyor will be responsible for all land, cadastral surveying duties as well as topographical surveys. All current services should be indicated and the topographical survey should be digitised to allow for the design and calculation of bulk earthworks in the area.

The rate tendered (Item No 4.2) rate shall allow for:

- Agree on a documentation programme with lead consultant/project manager and other consultants.
- Provide input in design and consultant meetings.
- Conduct site investigations
- Conduct Topographical Survey
- Produce digitised map of area
- Conduct land survey
- Liaise with relevant statutory bodies on behalf of client.

- Report on progress
- Attend technical meetings

4.7 Geotechnical Engineer

The geotechnical engineer must provide specialist information pertaining to the soil conditions as well as the subsoil conditions encountered in the informal settlement. The geotechnical engineer must provide a detailed report outlining the prevailing soil conditions as well as subsoil conditions. The report should outline remedial actions if any as well as a detailed cost estimate for the remedial actions. In addition to the above, the rate tendered for under item 4.3 in the activity schedule should make allowance for the following:

- Agree on a documentation programme with lead consultant/project manager and other consultants.
- Provide input in design and consultant meetings.
- Conduct Site visits
- Conduct Geotechnical Study as well as area geology
- Provide a geotechnical report on conditions with remedial actions.
- Liaise with relevant statutory bodies on behalf of client.
- Report on progress
- Attend technical meetings

4.8 Beneficiary Administrator

The Beneficiary Administrator will be responsible for the following:

- Identification of potential beneficiaries in terms of the City's allocation policy with relevant stakeholders under guidance of the City's Project Manager and external Project Manager.
- HSS Subsidy Registration and capture of beneficiaries
- Public engagement and advertising regarding beneficiary identifications
- Attending PSC and Public meetings
- Allocation of beneficiaries to serviced sites in conjunction with the City's Project Manager,
- Attend handover of sites for beneficiaries and complete handover documentation.
- Completion and submission of services request forms for every allocated beneficiary
- Completion of deeds of sale for every beneficiary, in conjunction with the conveyancing attorney.
- Issuing of title deeds on completion of the transfer by the conveyancing attorney.
- Provide progress reports at professional team meetings in conjunction with the conveyancing attorney regarding transfers.

The City's legal department will appoint a Conveyancing Attorney and the Beneficiary Administrator will need to liaise and provide information regarding beneficiaries to such attorneys relating their HSS details and approvals.

4.9 The Social/Community Facilitator

The Social/Community Facilitator shall be responsible for the following:

- Will form part of the project steering committee and be the liaison person between project matters and the community.
- prepare meeting venues and assist the Ward Councillor to arrange public meetings.
- No public meeting will be organised by a Community Facilitator without an approval of the COCT Project Manager and the respective Steering Committee and Ward Councillor.
- Ensure effective public participation and transparency regarding beneficiary administration and job opportunities within the project.
- Will work in conjunction with the Beneficiary Administrator in advertising and communicating names of successful applicants and inform unsuccessful beneficiaries.
- Assist the Beneficiary Administrator in tasks as described in 4.8
- The Community Facilitator will form part of the project team and will be required to report on progress to the external project manager and thus be required to attend project meetings.

5 USE OF REASONABLE SKILL AND CARE

The service provider's attention is drawn to the fact that due to the non-availability of additional land by the City of Cape Town, residents will reside on site while construction is underway. This will thus place a greater emphasis on the amount and quality of communication between the professional team and the project steering committee. Regular feedback and briefing should be allowed for in the pricing for facilitation services.

Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to the residents.

6 BRIEF

6.1 Terms of Reference

The purpose of this tender is to procure the professional services necessary to implement the Employers objective of providing the required civil and electrical infrastructure and serviced erven for approximately 7500 serviced sites, on the land parcels identified as Enkanini and Zwelitsha.

The engineering services to be provided in terms of this contract include, inter alia, the Planning, Studies, Investigations and Assessments, Normal Services and Additional Services as broadly described in the relevant sections of Board Notice 138 of 2015: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No 39480, 4 December 2015, as amended or amplified by the specific requirements below. If there is any conflict between the Specific Requirements and the Guideline Scope of Services document referred to above, the Specific Requirements shall take precedence.

The Service Provider will furthermore be required to procure, on instruction from the Employer, any other specialist services as may be required for the successful implementation of this project, in terms of a sub-consultancy or sub-contract agreement.

6.2 Planning, Studies, Investigations and Assessments

The Service Provider shall carry out all of the studies and investigations necessary to determine the feasibility of constructing the infrastructure and housing in the locations proposed and shall submit a preliminary report on the technical and financial feasibility of the project together with preliminary proposals in this regard.

Public and stakeholder participation (especially with the ward development forum, broader community, Parks, Water, Sewer, Storm water and Electrical services authorities) will be an important part of this phase of the project, and the Service Provider shall ensure that key personnel are available to attend community and stakeholder meetings as necessary.

The cost of Planning, Studies, Investigations and Assessments shall be priced into the basic fee for the professional engineering services required, which include the fee for normal services as described below.

6.3 Normal Services

Stage 1 – Inception

The Service Provider shall provide those services as described in the relevant section of Board Notice 138 of 2015: Guideline Scope of Services and Tariff of Fees, as are necessary to establish the Employers requirements and preferences assess user needs and options and confirm the project brief moving forward.

Ongoing public and stakeholder participation will be required during this stage of the project.

Stage 2 - Concept and Viability (Preliminary Design)

The Service Provider shall, in conjunction with the other Consultants, provide those services necessary for the development of a concept design, for both the Civil and electrical infrastructures and housing typologies, for submission to the Employer and other relevant authorities for approval.

The preliminary proposal shall take cognisance of including possible business, POS, and other community facilities within this development and shall ensure that the proposed new facilities are integrated into these developments.

Further consultation with public and stakeholder groups will be required at this stage of the project.

The Service Provider shall submit a conceptual design report to the Employer for comment and approval, including details of investigations and studies undertaken, concept development and rationale, outline specifications and recommendations.

Stage 3 - Design Development (Detail Design)

The Service Provider shall, in conjunction with the other Consultants, provide those services necessary to finalise the design, specifications, cost plan, financial viability and programme for the project, and shall co-ordinate the input from all members of the professional team in this regard.

The Service Provider shall be responsible for all service enquiries, way leave applications and obtaining the necessary authority or permission from the relevant service authorities to carry out all work in terms of this project. All applications in this respect must be carried out timeously.

The design development shall take cognisance of all design requirements as may be imposed by the Services Authorities, or any other authority whose services are impacted upon by the proposed development.

A set of draft plans/drawings shall be submitted to both the Employer and services authorities for comment and approval prior to going out to tender. All plans must be thoroughly checked by the Service Provider's project manager prior to submission. On approval of the detail design drawings, two sets of paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Service Provider. All other prints issued henceforth shall carry the words "Initial version signed on (date)" at the signature location in the title block.

The Service Provider shall prepare any further plans, designs and drawings (over and above the tender drawings), which may be necessary for the execution of the works. The preparation of any shop drawings required for manufacture and installation, or the detailed checking of such, where prepared and submitted by the construction contractor, shall form part of the normal services to be provided by the Service Provider.

Stage 4 – Documentation and Procurement

The Service Provider shall, in conjunction with the other Consultants, provide those services necessary for the preparation of procurement documentation, advertising of tenders, and the evaluation of tenders received. The service Provider shall confirm the Employer's procurement (Supply Chain Management) policies and procedures prior to the preparation of any procurement documentation.

The construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) format. The General Conditions of Contract shall be the General Conditions of Contract for Construction Works, 2nd Edition 2010 or any later edition, published by the South African Institution of Civil Engineering. The Service Provider shall liaise with the Employer during the preparation of the contract document to determine any other specific requirements that the Employer may have in this regard.

The Service Provider shall ensure that all of the requirements, limitations and/or restrictions on construction as may be imposed by the Services Authorities are incorporated into the specification and that, where necessary, tenderers are given the opportunity to price for the impact of such requirements/limitations/restrictions.

Specifications shall include, inter alia, a Health and Safety Specification, and an Environmental Management Plan.

The Service Provider should note that it is the Employer's preference that all payment items be measured out in the Bills of Quantities, as opposed to the use of provisional sums or prime cost items. Should provisional sums or prime cost items of greater value than R200 000 (incl. VAT) be included in the Bills of Quantities, the Service Provider will be expected to follow an open competitive process in respect of these items, on behalf of the contractor. This will include the preparation of a tender document, advertising and receiving tenders, and evaluating same on behalf of the contractor, at no extra cost to the Employer.

It is furthermore noted that the creation of employment within the communities on site and adjacent to the sites of the proposed serviced site development is an important consideration and wherever practicable labour intensive technologies shall be incorporated into the design and specified in the contract document. The Service Provider shall establish the requirements of the Employer in this regard.

The Service Provider shall attend a Bid Specification Committee meeting prior to the finalisation of the contract document and the advertising of tenders. All comments of the committee shall be incorporated into the final contract documents. A draft contract document shall be submitted to the Employer for scrutiny at least one week prior to the Bid Specification Committee meeting taking place.

Once the contract document has been finalised, the Service Provider shall supply the Employer with an electronic copy of the document.

The Service Provider shall be responsible for providing the Employer with the required number of copies of plans and tender documents for tender purposes (both hard copy and on compact disc).

The Service Provider shall, during the tender period, attend and preside over a tender clarification meeting, and respond to all queries received during this period.

Once tenders close, the Service Provider shall evaluate all valid tenders received and shall prepare a tender evaluation report (which shall include a recommendation) for consideration by the Employer's Bid Evaluation Committee (BEC). The Service Provider shall present his evaluation to the BEC, respond to any queries the committee may raise, and follow up on any issues requiring the Service Provider's attention/action.

Once approved by the Employer, the Service Provider shall facilitate the signing up of the construction contract.

Stage 5 – Contract Administration and Inspection

The Service Provider shall, in conjunction with the other Consultants, provide those services as required to manage, administer and monitor the construction contract, including co-ordination of the inspection of the works by the other members of the professional team as and when necessary.

The service to be provided shall include, where necessary the detailed checking of shop drawings prepared by the contractor for manufacture and installation.

The Service Provider shall also, in particular, ensure that all payment certificates, preferential procurement and labour returns, and contract participation expenditure reports are timeously submitted.

Stage 6 – Close-Out

The Service Provider shall complete the project close-out as described in the guideline scope of services.

As-built plans/drawings shall be submitted to the Employer in electronic format (preferably .dwg, otherwise .dxf) as well as one complete set of paper prints.

The Service Provider shall also compile a project close-out report for submission to the Employer, which includes, *inter alia*, technical details of the project, the project team, project cost, completion dates, construction details and design changes, delays and the reasons thereof, problems encountered and the solution thereof, conclusions and recommendations.

6.4 Additional Services

Service Enquiries/Way leave Applications

The Service Provider shall, in conjunction with the other Consultants, be responsible for all initial service enquiries/way leave applications from the services authorities, the requirements of whom shall be carried through into the designs and tender documentation as necessary.

Targeted Procurement

The Service Provider shall provide all services related to targeted procurement in respect of the construction contract including, but not limited to, incorporation of targeted participation goals, the measuring of key participation indicators, auditing compliance by the construction contractor

Construction Monitoring

Construction monitoring is considered to be a vitally important part of this project, requiring the full time input of an experienced individual (site engineer) on site. For this reason, it is specified that a level 4 construction monitoring service (as per the Guideline Scope of Services document referred to above) must be provided by the Civil Engineer appointed for each project

Act as the Employer's agent in terms of the Occupational Health and Safety Act

The Service Provider, in submitting a tender for this professional services contract, shall be deemed to have acknowledged acceptance of the appointment as the client's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003, should the Employer accept the tender. The Service Provider shall, as such, execute all of the duties of the client as contemplated in the Construction Regulations.

The Employer considers it necessary to employ the services of a safety specialist in order to execute the abovementioned duties, the cost thereof must be included in the fee tendered for this aspect of the project.

The Service Provider's attention is also drawn to the responsibilities of the designer of a structure in terms of the Construction Regulations, and shall comply with all requirements in this regard.

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2003, ensure that any sub-consultants/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this contract (Form C1.3, Part C1, refers).

6.5 Time Frames/Milestones

Milestones set by the Employer typically revolve around budget cycles and the need to spend the budget in any given financial year. The important milestones are therefore the financial year ends (30 June each year) and the Service Provider will be expected to establish a project programme, in consultation with the Employer that takes cognisance of the budgets available and the budget cycles. Once agreed, the Service Provider is expected to ensure that the programme is adhered to, and to intervene timeously if necessary.

The Service Provider shall submit a revised programme as and when required by the Employer.

6.6 Places for the Performance of Specific Tasks

It is anticipated that the majority of the work involved in the reporting, preliminary design and detail design and tender stages will be undertaken at the Service Provider's local office. The construction monitoring service will take place at the site of the project.

The Service Providers personnel will however be required to attend meetings elsewhere in the Cape metropolitan area as and when required, and it may be necessary to carry out inspections at the Service Provider's (or sub-contractor's) yard(s) wherever they may be.

6.7 Reporting Requirements

Aside from the three particular reports required in terms of the brief above (the Conceptual Planning Report, Tender Evaluation Report and Project Close-Out Report), the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project.

Furthermore, the Service Provider shall submit monthly cost reports to the Employer showing expenditure in respect of both the Service Provider's appointment and the construction contractor's contract, together with the anticipated spend to the end of the financial year in question.

The Conceptual Planning Report shall be submitted within the time frames agreed to by the Employer.

The Tender Evaluation Report shall be submitted to the Employer within two weeks of tenders for the construction works having been received.

A preliminary Project Close-Out Report shall be submitted to the Employer within three months of the Certificate of Completion having been issued, which shall be updated as necessary and re-submitted within three months of the issue of the Final Approval Certificate.

7 REFERENCE DATA

The City's Locality Map C 4.1

The City's proposed sub division plan is attached as C 4.2

The City's proposed phasing plan is attached as C 4.3

The City's services report is attached as C 4.4

8 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

The Service Provider shall take cognisance of, and adhere to, all applicable national and international standards in the execution of his own work and when compiling specifications for construction works. International standards should only be used where no national standards exist, or where it is the norm to use or refer to international standards.

9 APPROVALS

The Service Provider shall be responsible for obtaining the following approvals:

- a) Approval of the implementation programme from the Employer,
- b) Approval of the conceptual and preliminary designs from the Employer,
- c) Approval of the detail design, drawings and contract document from the Employer,
- d) Way leave approval from all service authorities,
- e) Approval of the accommodation of traffic plans from the Traffic Manager,
- f) Project Enrolment from the NHBRC,
- g) Approval of the Clerk of Works from the Employer,
- h) In respect of time based services, approval of the allocation of staff from the Employer.
- i) Approval for the employment of specialist sub-consultants from the Employer.

Notwithstanding any approval received from the Employer, the Service Provider shall remain responsible for all work carried out by the Service Provider in terms of this contract.

10 PROCUREMENT

10.1 Preferential Procurement

The Works shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** where preferences are granted in respect of B-BBEE contribution.

Financial penalties, as described in the **Preference Schedule**, shall be applied in the event that the Service Provider is found to have breached and/or the conditions contained in the **Preference Schedule** (unless proven to be beyond the control of the Service Provider).
Notwithstanding the application of penalties, the Service Provider's attention is drawn to other sanctions that may be applied by the Employer (listed in the **Preference Schedule**) with due consideration to the circumstances.

10.2 Monitoring the use of sub-contractors/sub-consultants and joint ventures

Notwithstanding the restriction on sub-contracting as described on the **Preference Schedule**, it is recognised that sub-contracting is an integral part of the built environment, which the conditions of contract make provision for.

In order, however, to comply with the requirements of the **Preference Schedule**, the Service Provider shall submit to the Employer's Agent, on a monthly basis, a **B-BBEE Sub-contract Expenditure Report**. The format of this report is provided in Annex 2 attached.

The Service Provider shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practice of the B-BBEE status level of every sub-contractor employed by the Service Provider. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

The Service Provider shall furthermore, on the written request of the Employer's Agent, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors employed by the Service Provider.

10.3 Forms for contract administration

The **B-BBEE Sub-contract Expenditure Report** is required for monitoring the Service Provider's compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference points in respect of its consolidated B-BBEE scorecard.

11 FORMAT OF COMMUNICATION

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).

All plans and contract documents submitted for approval shall be in hardcopy format.

12 KEY PERSONNEL

The Service Provider shall maintain the involvement of the following key personnel as the exigencies of this contract require:

a) A **Project Manager** with at least a bachelor's degree qualification in the built environment, and at least 10 (ten) years verifiable post graduate experience in the management of planning and implementation of municipal civil engineering services for residential developments who will assume full contractual responsibility with the employer and full responsibility for the professional team and all the work carried out in terms of this tender, which is primarily assembling, managing and driving the professional team. The Project Manager must be a member of a relevant and recognised professional body or institute and must provide current proof in this regard.

The Project Manager must currently be registered with a relevant professional body, e.g. South African Council for Project and Construction Management Professionals (SACPCMP), Engineering Council of South Africa (ECSA) etc. The registration numbers of these individuals must be indicated on Schedule 9, Part T2.2: Returnable Schedules. The Curriculum Vitae and proof of registration of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to Schedule 9. Key personnel will be expected to operate out of the local office, as the exigencies of this project require.

- b) An ECSA registered **Professional Civil Engineer (Pr Eng/Pr Tech Eng)** with at least 10 (ten) years verifiable post graduate experience in the design and construction of large scale Municipal civil engineering services pertaining to municipal infrastructure developments. Possesses a NQF 7 EPWP certification (Labour Intensive Construction Methodology), who will be responsible for all civil infrastructure, planning, design and implementation work carried out in terms of this tender.
- c) An ECSA registered **Electrical Engineer (Pr Eng/Pr Tech Eng)** with at least 7(seven) years verifiable post graduate experience in municipal infrastructure developments regarding electrical infrastructure planning, design and implementation and who will be responsible for all work carried out in terms of this tender.
- d) A **Social Facilitator** with at least ten years' experience dealing with communities during design and construction of housing projects. Must be able to read, write and communicate strongly in isiXhosa and English and Afrikaans.
- e) A **Competent Beneficiary Administrator** with at least 5 (five) years verifiable experience in housing processes, who will be responsible for all Beneficiary Administration services required in terms of this tender.

13 MANAGEMENT MEETINGS

13.1 Management Meetings

During the initial stages of this project (Planning, Studies, Investigations and Assessments; Inception, Concept and Viability and Design Development) the Service Provider will be expected to attend monthly management meetings with the Employer's project management team (PMT), convened for the purpose of managing this project. The Service Provider will present its proposals and these meetings, and take direction from the PMT in this regard.

13.2 Community/Stakeholder Meetings

The Service Provider will also be expected to contribute to and attend community/stakeholder meetings, presenting proposals at these forums, and taking cognisance of input from the various interested and affected parties in the conceptual and detail design development, where possible. It is not anticipated that it will be necessary to continue with community/stakeholder participation through the construction period, other than to respond to any individual queries/concerns that may be raised.

13.3 Supply Chain Management (SCM) Committee Meetings

During the course of the Documentation and Procurement stage, the Service Provider shall attend and participate in the SCM Bid Specification and Bid Evaluation Committee meetings in order to present the contract document and tender evaluation report to the Employer.

13.4 Site/Technical Meetings

During the Contract Administration and Inspection stage of this project, the Service Provider shall convene and run monthly site meetings at which the Employer and Service Provider will be present, as well as any technical meetings with the Service Provider as may be required to ensure the successful implementation of this project.

13.5 Ad-hoc Meetings

The service Provider will be expected to attend ad hoc meetings from time to time, with the Employer, stakeholder groups, or service or other authorities, in order to address specific issues as and when the need arises.

13.6 General

The Service Provider shall be represented at all meetings by at least one of the key personnel, preferably the project leader. The service provider shall provide secretarial services (for record keeping purposes) at all management, site/technical, and ad-hoc meetings.

All charges in respect of attendance at meetings and the provision of secretarial services shall be included in the tendered basic fee (Item No .1.1: C2.2 Activity Schedule).

14 CLAIMS FOR PAYMENT

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses, but not more frequently than at monthly intervals. All interim claims must be accompanied by an original tax invoice. Payment will be effected within 30 days of the date on the tax invoice.

15 EMPLOYER'S RIGHT TO RECOVER COSTS

The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance/negligence of the Service Provider.

CITY OF CAPE TOWN

INFORMAL SETTLEMENTS AND BACKYARDERS

CONTRACT NO. 288C/2016/17

PROVISION OF PROFESSIONAL SERVICES FOR THE PRELIMINARY INVESTIGATION, DESIGN, TENDER DOCUMENTATION, ADMINISTRATION AND CONSTRUCTION SUPERVISION OF CIVIL ENGINEERING SERVICES FOR THE UPGRADING OF ENKANINI INFORMAL SETTLEMENT, KHAYELITSHA

C3.2 Annexes

Annex 1: B-BBEE Sub-contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

ANNEX 1

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT NO.

Value of the contract (as defined in the Preference Schedule) (P*)		R	B-BBEE Status Level of Prime Service Provider	
Name of Sub-contractor (list all Sub-contractors)	B-BBEE Status Level of Sub-contractor ¹	Total Value of Sub-contract (excl VAT) ¹	Value of Sub-contract work to date (excl VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Prime Service Provider
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
Documentary evidence to be provided				
			Total:	R
			Expressed as a percentage of P*	%

Signatures

Declared by Contractor (Service Provider) to be true and correct:

Date: _____

Verified by Employer's Agent / Representative

Date: _____

Contract
Part C3: Scope of Work
Reference No. 288C/2016/17

101

C3.2
Annexes

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR (SERVICE PROVIDER):

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO.

Value of the contract (as defined in the Preference Schedule) (P*)		R	B-BBEE Status Level of Joint Venture		
Name of Joint Venture partner (list all)	B-BBEE Status Level of each JV partner as at contract award	Percentage contribution of JV partner per JV Agreement ¹ A	Total value of JV partner's contribution (excl. VAT) ¹ B = A% x P*	Value of JV partner's contribution to date (excl. VAT) ¹ C	Value of JV partner's contribution as a percentage of the work executed to date D = C/P* x 100
JV Partner A		%	R	R	%
JV Partner B		%	R	R	%
JV Partner C		%	R	R	%
Documentary evidence to be provided					

Signatures

Declared by Contractor (Service Provider) to be true and correct:

Date: _____

Verified by Employer's Agent / Representative

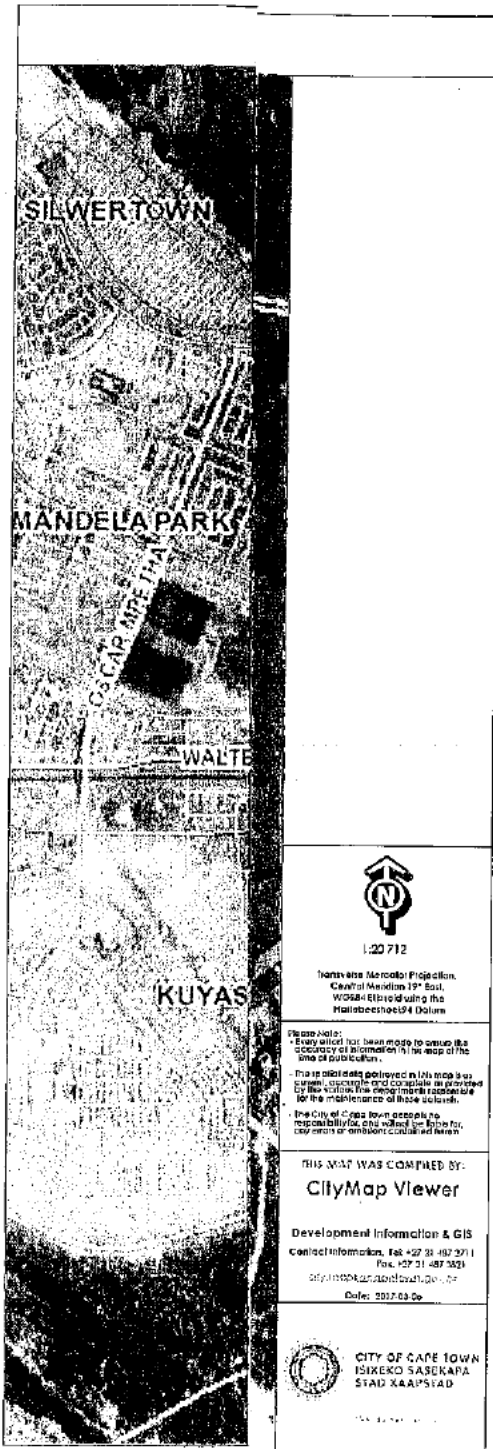
Date: _____

Part C4: Site Information

	Pages
C4.1 Locality Plan.....	104
C4.2 Subdivision Plan.....	105
C4.3 Proposed Phasing Plan.....	106
C4.4 Services Report: City of Cape Town	107

C4.1

LOCALITY PLAN



1:20 712

Transverse Mercator Projection,
Central Meridian 19° East,
WGS84 Ellipsoid using the
Maitabesechae94 Datum

Please Note:
- Every effort has been made to ensure the
accuracy of information in the map of the
date of publication.
- The information portrayed in this map is as
current, complete and accurate as possible
at the time of publication. The City of Cape Town
accepts no responsibility for errors or omissions
contained herein.

THIS MAP WAS COMPILED BY:
CityMap Viewer

Development Information & GIS
Contact Information, Tel: +27 21 467 2711
Fax: +27 21 467 3633
CityMapViewer@cityofcape.gov.za
Date: 2017-03-06



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

C4.2

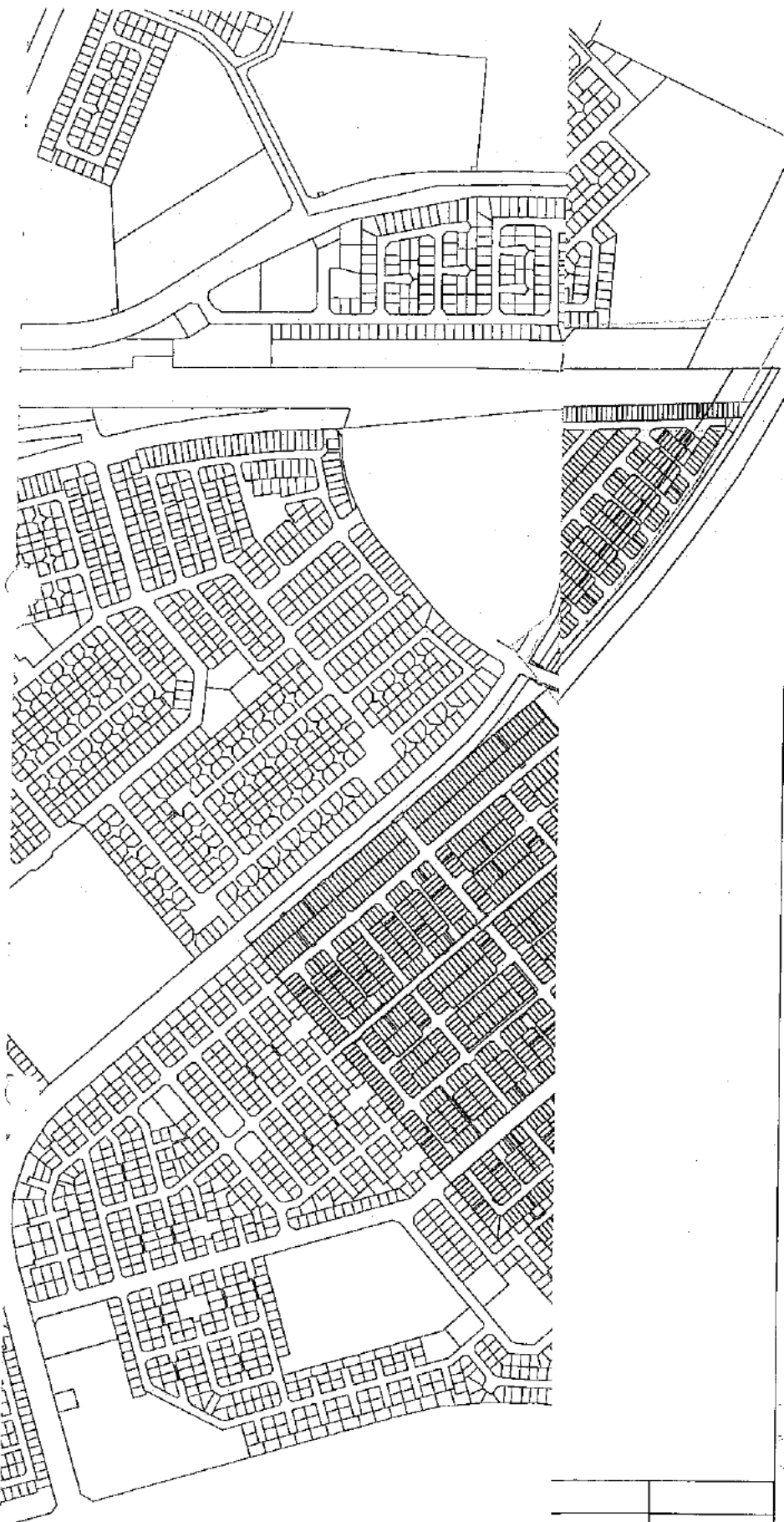
SUBDIVISION PLAN





CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

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DEVELOPMENT NAME
SUBDIVISION NAME

DEVELOPER
PROJECT NO.
SUBDIVISION NO.
TOTAL AREA

	Units
	7470
3, 7721	10
	8

DEVELOPMENT TYPE

DEVELOPMENT TYPE

DEVELOPMENT TYPE

DEVELOPMENT TYPE



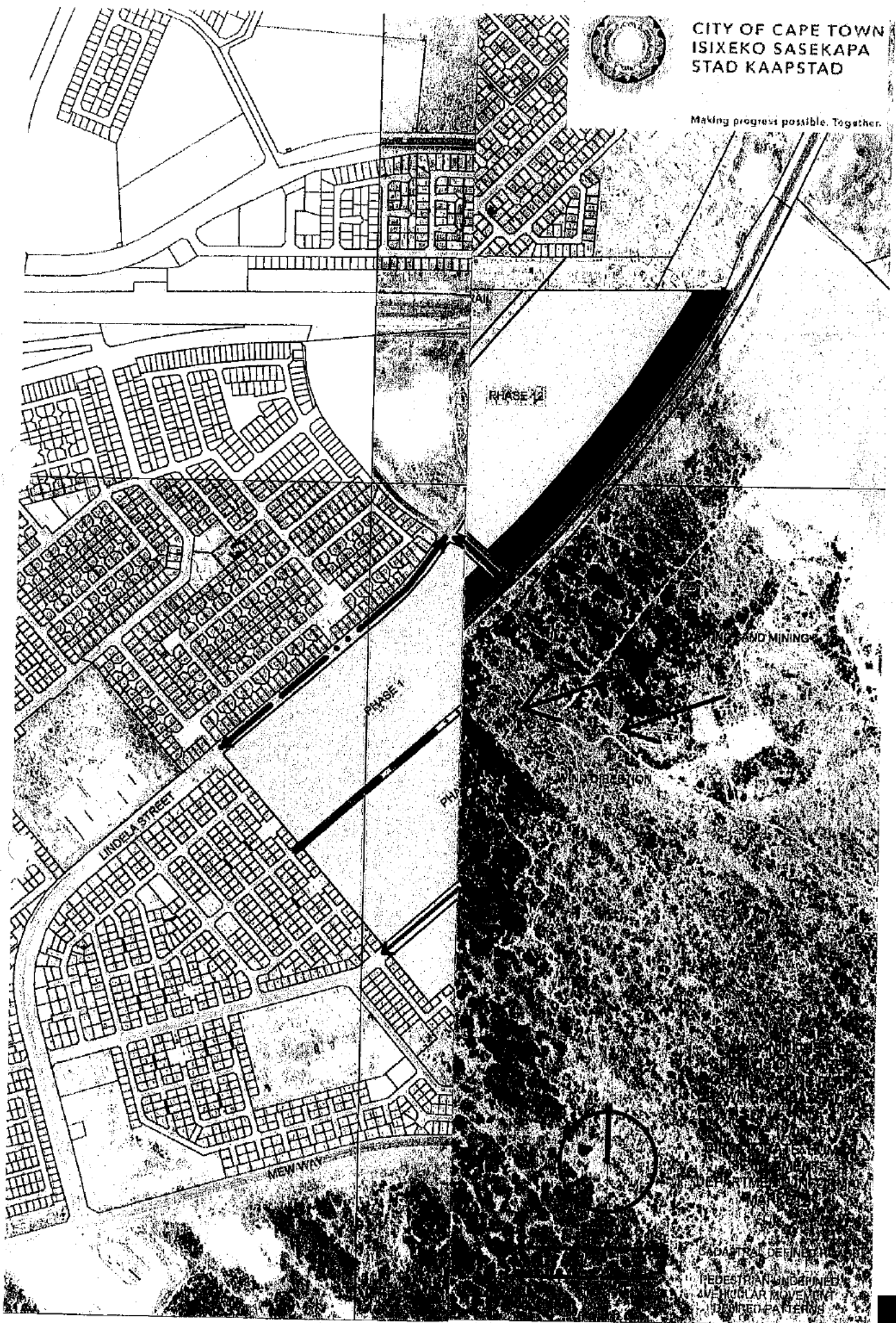
C4.3

PROPOSED PHASING PLAN





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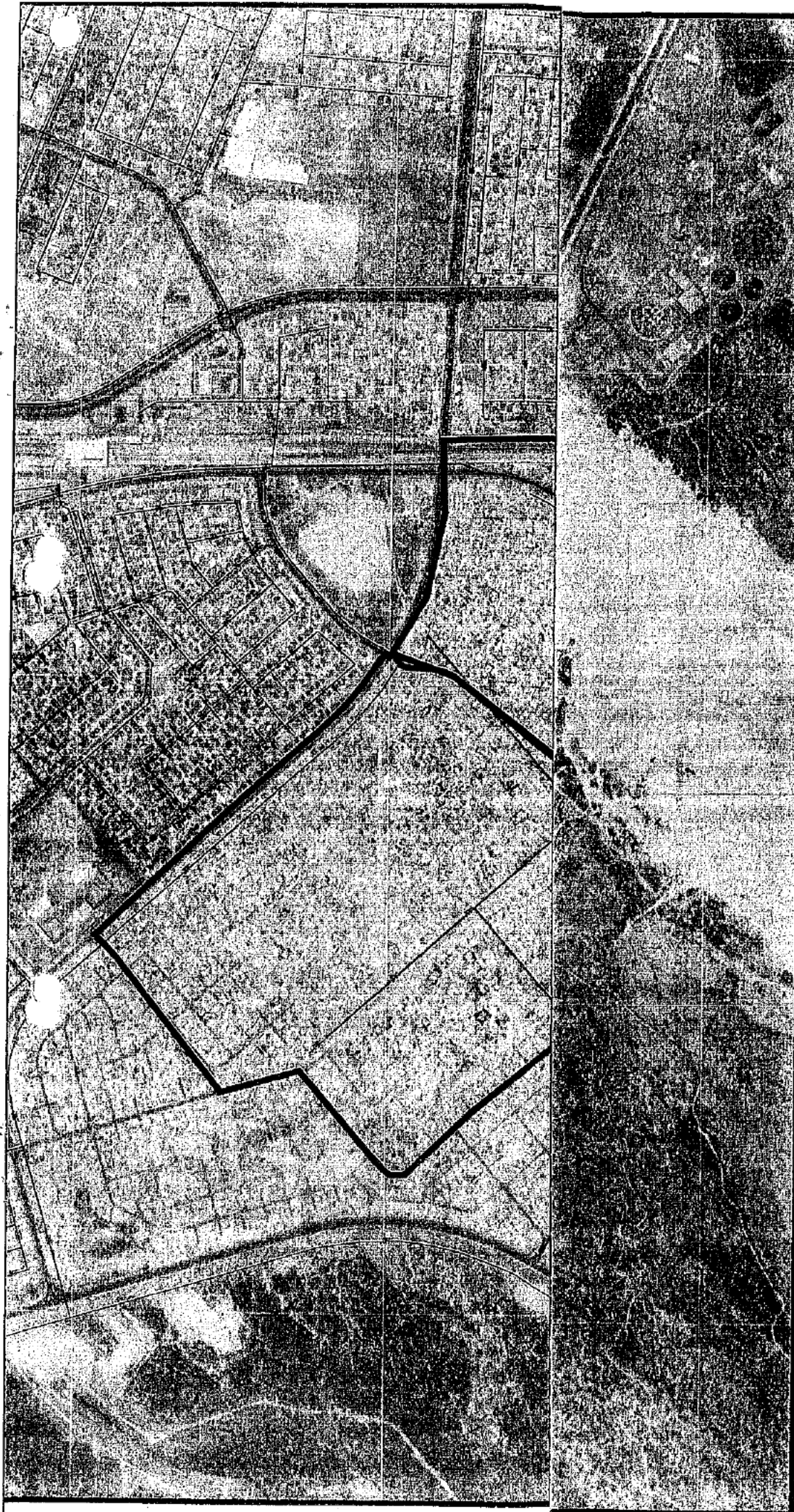


SADASTRA DEFINED
PEDESTRIAN UNDERNEED
VEHICULAR MOVEMENT
DEFINED PATTERNS

C4.4

SERVICES REPORT: CITY OF CAPE TOWN





Notes/Legend

Static Head (m)

- - - Stat. Head (m) ≤ 20.0 m
- - - 20.0 m $<$ Stat. Head (m) ≤ 30.0 m
- - - 30.0 m $<$ Stat. Head (m) ≤ 40.0 m
- - - 40.0 m $<$ Stat. Head (m) ≤ 50.0 m
- - - 50.0 m $<$ Stat. Head (m) ≤ 60.0 m
- - - 60.0 m $<$ Stat. Head (m) ≤ 90.0 m
- - - 90.0 m $<$ Stat. Head (m) ≤ 120.0 m
- - - 120.0 m $<$ Stat. Head (m)



Project Title: Enkanini
Investigation

Drawing Title: Existing Water
Network

Figure : 1

Done By: McKaylin Adonis

Date: 02 November 2016

Checked By: Shamile Manie

Date: 04 November 2016

Requested By: D. Rangolie

Date: 26 October 2016

ALL INFORMATION SHOWN MUST BE VERIFIED
ON SITE BEFORE COMMENCING ANY PLANNING
OR CONSTRUCTION

ALLE INLIGTING SOOS GETOON, MOET OP TERREIN
GEVERIFIEER WORD VOORDAT ENIGE BEPLANNING
OF KONSTRUKSIE KAN PLESSVIND

ZONKE INKCUKACHA EZIBONISWE APHA
KUFUNENKA ZIVOKUQINISEKISWA KUMHLABA LOWO
UBANDAKANYEKAYO PHAMBI KOKUQULUNCA
OKANYE KUQALWE UMSEBENZI



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

0 100 200 300 400 meters

Scale 1:7081.236

Making progress possible together

Notes/Legend

Gravity Pipes

- Relative Spare Capacity < 0.0%
- Relative Spare Capacity < 30.0%
- Relative Spare Capacity < 60.0%
- Relative Spare Capacity < 90.0%
- Relative Spare Capacity > 90.0%
- - - Rising Main

• Manhole

• Pump Structure

MD = Modelled Diameter (mm)

DF = Design Flow (l/s)

IPDWF = Instantaneous peak Dry Weather Flow (l/s)

□ Site Boundary



Project Title: Enkanini
Khayelitsha

Drawing Title: Existing Sewer
Network

Figure : 2

Done By: M.Adonis

Date: 02 November 2016

Checked By: S. Manie

Date: 04 November 2016

Requested By: D. Rangolie

Date: 26 October 2016

ALL INFORMATION SHOWN MUST BE VERIFIED
ON SITE BEFORE COMMENCING ANY PLANNING
OR CONSTRUCTION

ALLE INLIGTING SOOS GETOON, MOET OP TERREIN
GEVERIFIEER WORD VOORDAT ENIGE BEPLANNING
OF KONSTRUKSIE KAN PLASSVIND

ZONKE INKCUKACHA EZIBONISWE APHA
KUFUNeka ZYOKUQINISEKISWA KUMHLABA LOWO
UBANDAKANYEKAYO PHAMBI KOKUQULUNQA
OKANYE KUQALWE UMSEBENZI



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible Together

0 100 200 300 400 meters

Scale 1:6412.535



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Durbanville Municipal Office
 Cnr Queen & Oxford Street
 Durbanville 7500

Tel: +27 21 444 0739
 Fax: +27 21 970 3140

E-mail: Water.info@capetown.gov.za

Durbanville Municipal Office
 Cnr Queen & Oxford Street
 Durbanville 7500

Umnxeba: +27 21 444 0739
 Ifeksi: +27 21 970 3140

Durbanville Munisipale Kantoor
 H/V Queen & Oxford Street
 Durbanville 7500

Tel: +27 21 444 0739
 Faks: +27 21 970 3140

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Evaluator: M.Adonis

MEMORANDUM

DEPARTMENT: WATER & SANITATION

DIRECTORATE: UTILITY SERVICES

Ref No : [REDACTED]
 Date : 07 December 2016
 Attention : [REDACTED]
 Email : [REDACTED]

COMMENT ON WATER AND SANITATION DEVELOPMENT CONDITIONS FOR THE PROPOSED FORMALISATION OF ENKANINI INFORMAL SETTLEMENT

Background

The Human Settlements department of the City of Cape Town require confirmation on water and sewer service capacity availability to accommodate the proposed formalisation of the Enkanini Informal Settlement in Khayelitsha. It should be noted that a large part of Enkanini has not been identified as an area for formal development in the Water and Sanitation Master Plan. The master plan takes into account an AADD of 2161 kl/d in a confined area. In the Enkanini area it is highly likely that additional densification will occur with the introduction of formalised services placing additional load on the water and sanitation infrastructure.

This letter provides an overview of the existing water and sewer infrastructure near the development and associated conditions with respect to this application.

Table 1: Estimated water and sewer demands based on gross floor area obtained using applicable floor space ratio from the town-planning scheme. (Departmental Standards and Redbook Chapter 9)

Description			Potable Water Demand			Sewer Flow*	
ERF Number	Application	Quantity (Units/Area / No. people)	Total AADD (kl/d)	Peak Flow (l/s) (PF=2.5)	Fire Flow (l/s)	Total ADWF (kl/d)	Peak Flow (Dry weather) (l/s) (PF=2.5)
Enkanini Informal Settlement	Low cost Housing	9000 units	4050kl/d	117.2l/s	15.00l/s	2835kl/d	82.0l/s

*Based on a 70.0% sewer flow design criterion (as per the W&S Tariff Policy)

Water Reticulation

This development falls within the "Khayelitsha PRV" water distribution zone. Along Ntlazane Road is an existing 300mmØ water main with a peak demand pressure of 48m. However when considering the density proposed, this main will not be able to service this development. In order

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to supply the proposed informal settlement upgrade, a 1000 mm Ø main is required to be provided from the existing 2400mmØ bulk main found north of the proposed development. The 1000mmØ main is to extend along Baden Powell Road up until Lansdowne Road and will reinforce the supply to Khayelitsha. A PRV will be required to be installed after the 1000 mm Ø main and, from the PRV; an 800 mm Ø main will be provided, extending as far as Ntlazane Road.

Refer to figure 1 for existing water network.

Bulk Water

No bulk water pipelines or infrastructure under the control of the Bulk Water Branch is directly affected by the proposed development.

The bulk supply system has sufficient water resource; treatment; bulk storage and conveyance capacity to supply the estimated annual average daily demand of 4050kl/d of the proposed development.

Water Reticulation

The northern extent of the informal settlement left of Ntlazane Road drains to a 600mmØ bulk main along the rail way line which extends towards Baden Powell Road. This line has sufficient unallocated capacity to accommodate the proposed development.

Beyond the traffic circle in Ntlazane Street is a 235mm Ø main connected to the 600mm Ø main.

Refer to figure 2 for existing sewer network.

Wastewater

The anticipated wastewater flow from the proposed development has been calculated to be 2835 kl/d.

The proposed development is situated within the catchment of the Zandvliet wastewater treatment facility. This treatment works has insufficient capacity to accommodate the theoretical sewer flow expected from the proposed development. Plans are underway to increase treatment capacity which is envisaged to be completed 2021.

Current plans are to extend the works from 72 MI /day to 150 MI/day.

Conclusions

The surrounding water and sewer infrastructure has insufficient spare capacity to accommodate the proposed development. Various upgrades to existing network will be required as stated above prior to the commencement of the proposed development. The timing and budgeting for implementation of master-plan items for the reticulation network will have to be confirmed and agreed with the Reticulation District head. If a phased approach is to be considered the number of units per phase and the timing of each phase will have to be discussed with the Reticulation and Wastewater District Heads.

Conditions

1. Development contributions are payable as per the Development Contribution Policy, to be quantified by the Reticulation District Head. The amount payable escalates annually and will be the value determined at the time of payment.
2. The developer must install all the required water and sewer infrastructure and connections, as per Water & Sanitation Department Standards at his/her own cost, before transfer of erven will be allowed.

Technical Requirements

3. The water and sewer capacities that may be allocated according to this document will not be reserved beyond the lesser of the approved development period or 5 years.
4. Water and Sanitation municipal services are to be designed according to Departmental Service Standards and the plans approved prior to construction.
5. The owner must apply to the Reticulation District Head for a new metered water connection, charged at a standard tariff. If an existing water meter is not accessible, this will include the repositioning of the meter.
As-built drawings of installed water and sewer services are to be submitted to the respective Branch manager before transfer of erven will be allowed.
7. All installations are subject to inspection, witnessing of tests and approval before any facility may be occupied.

General/ Disclaimer

Information provided is based on best available data. The flows and pressures provided in this comment are theoretical and not measured.

Yours Faithfully

2016/12/07

X

On behalf of

DIRECTOR: WATER & SANITATION DEPARTMENT

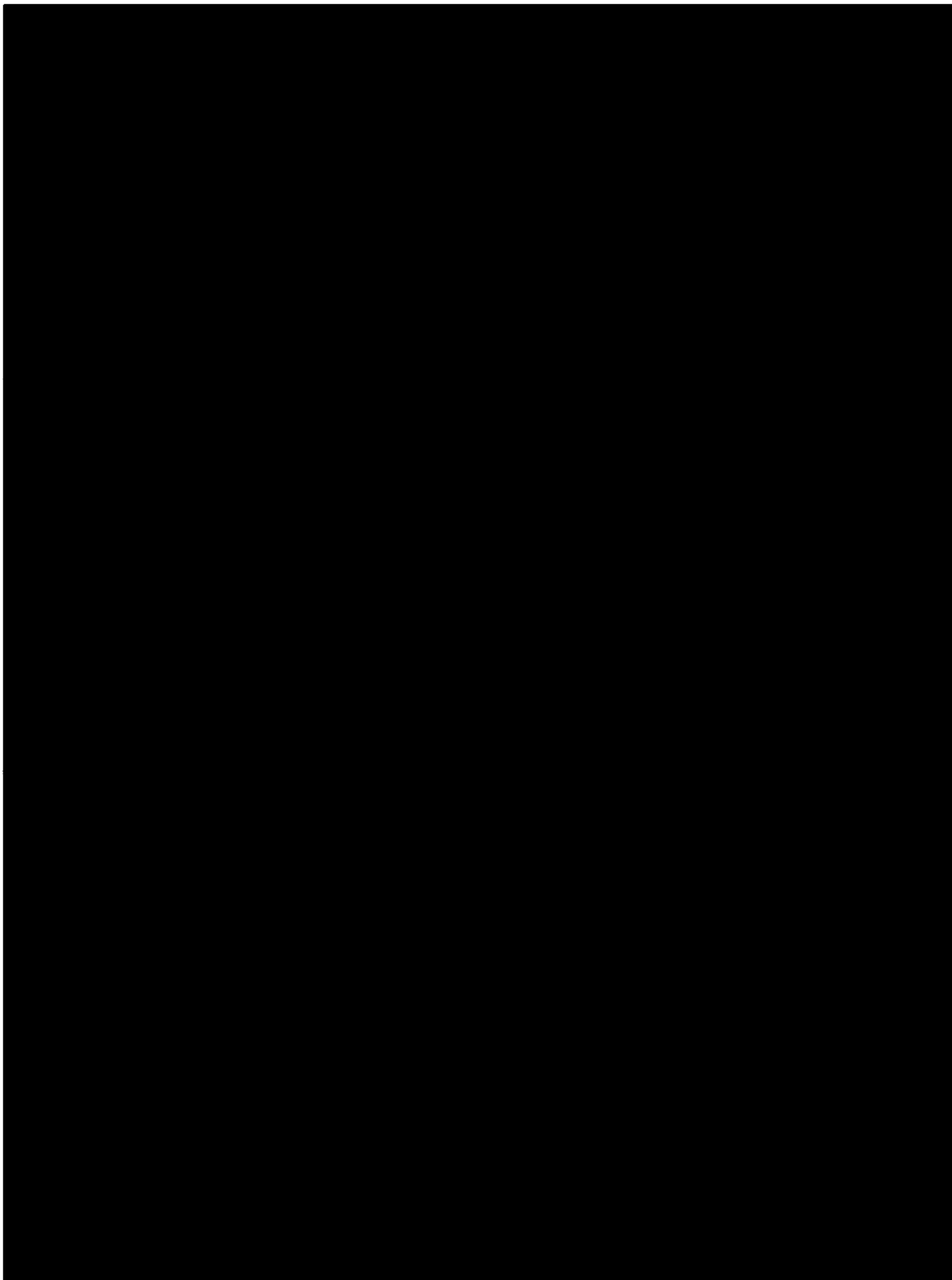
BRANCH	CONTACT PERSON	INPUT PROVIDED
Master Planning		28/11/2016
Bulk Water		28/11/2016

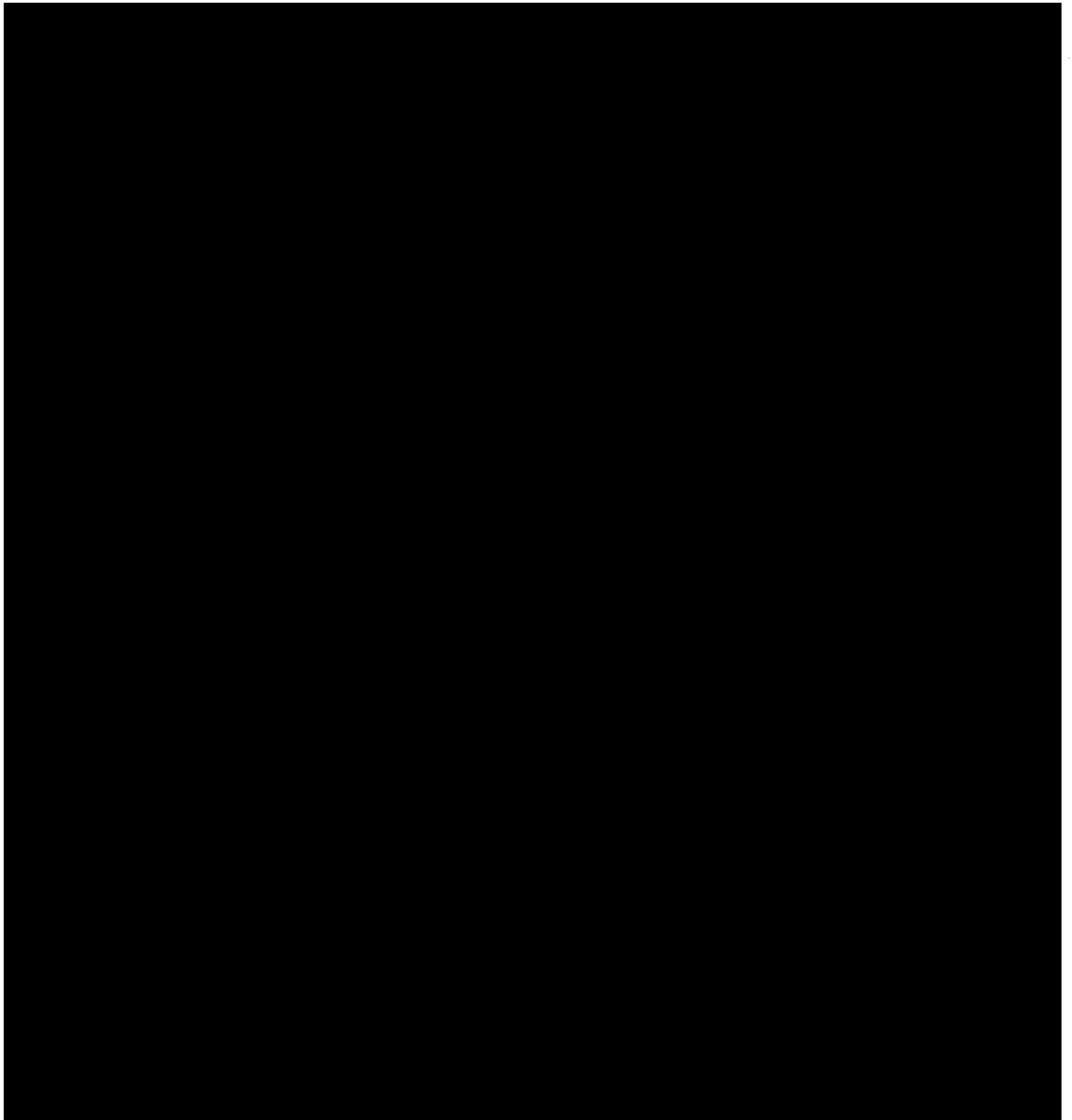
Reficulation		08/11/2016
Wastewater Treatment		11/11/2016



TAX COMPLIANCE STATUS

PIN Issued

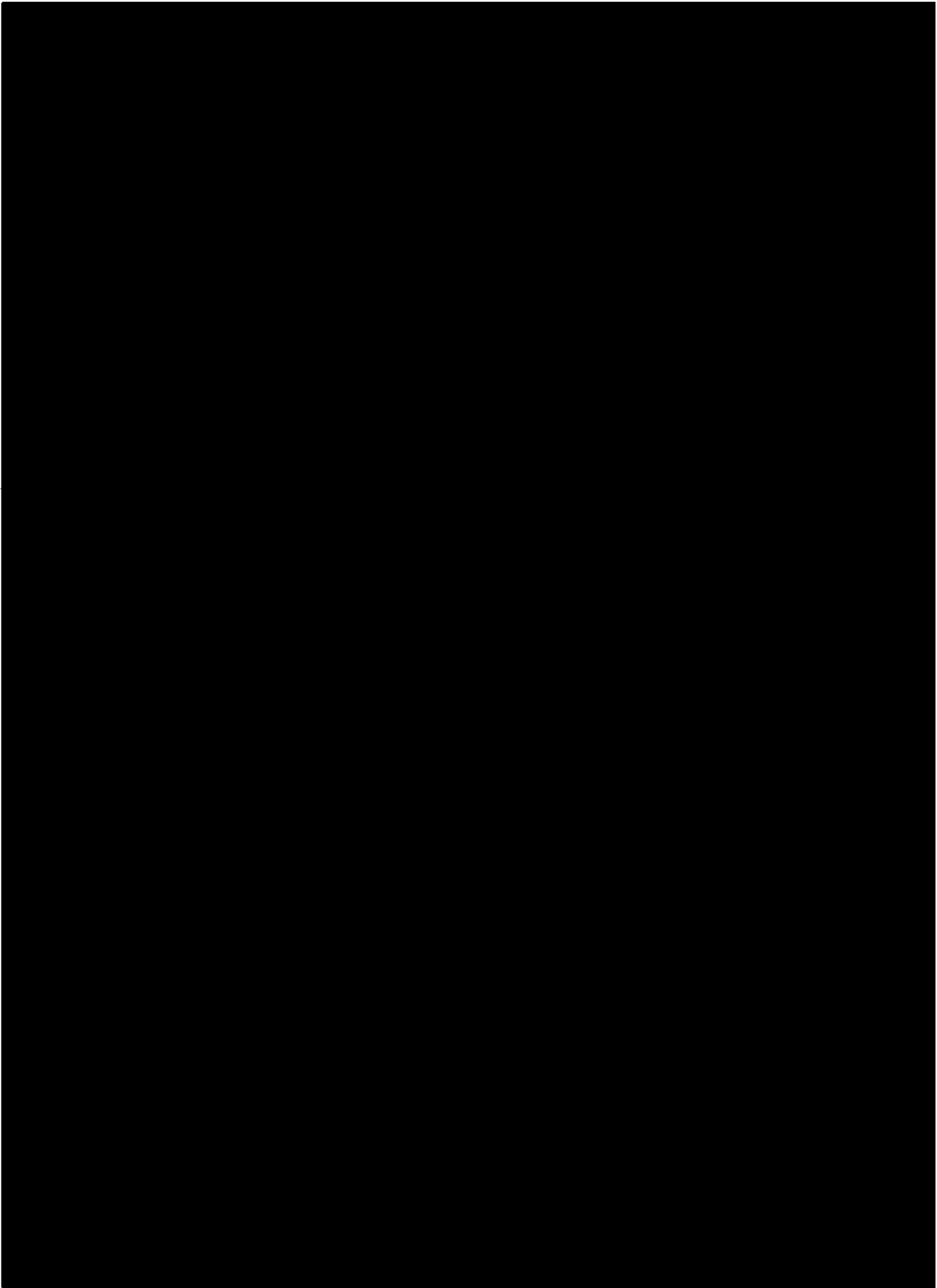


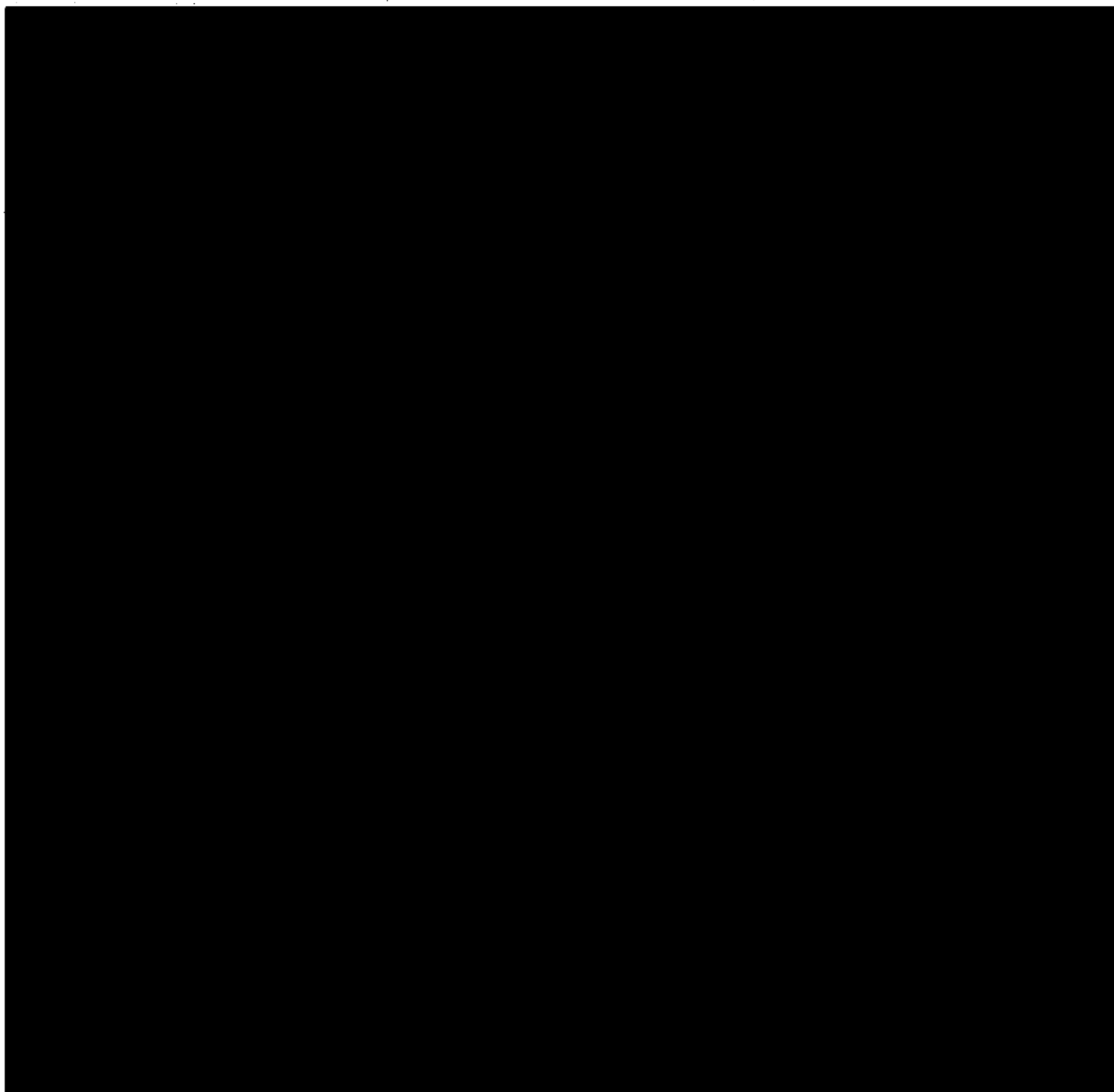


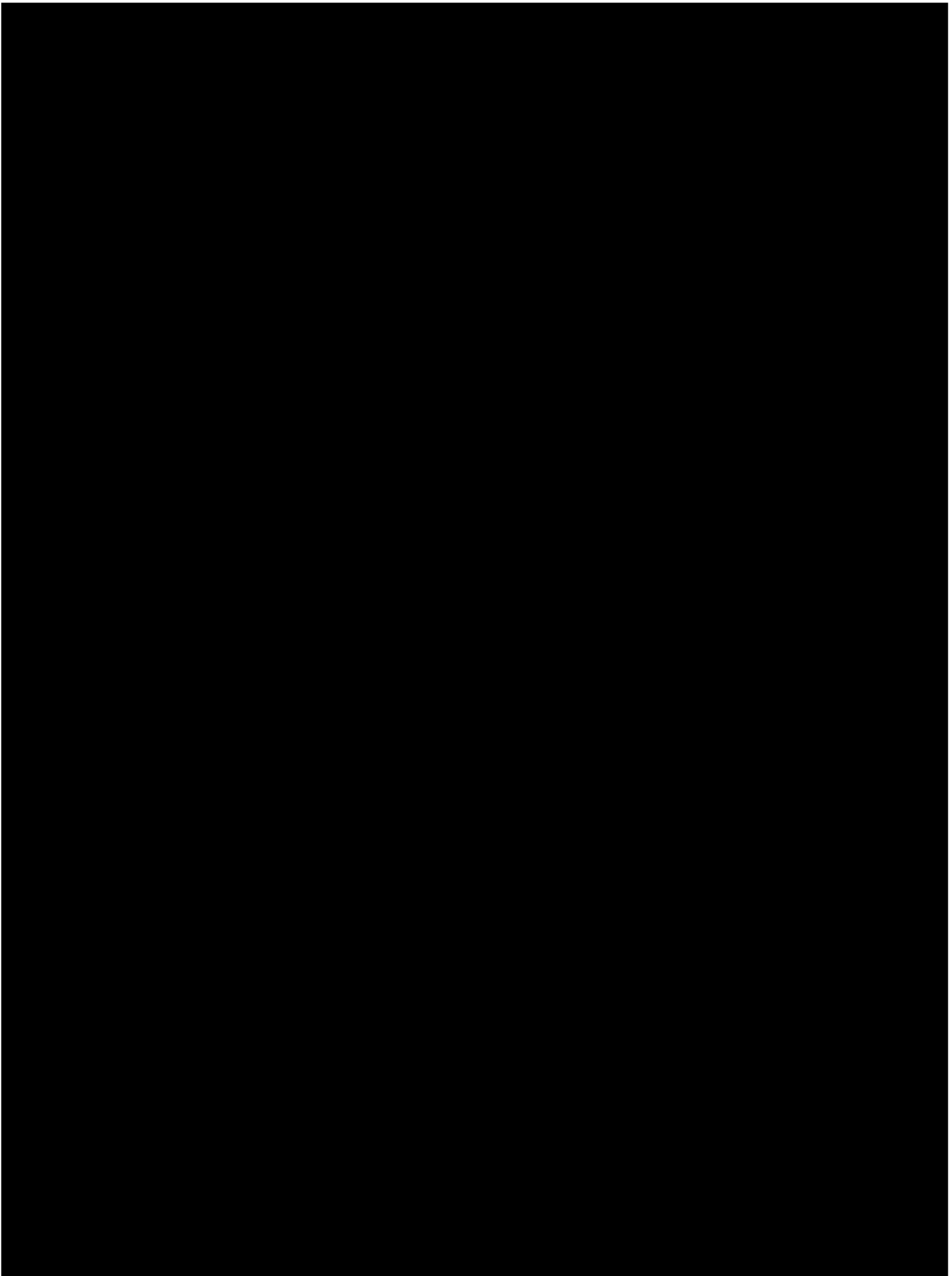


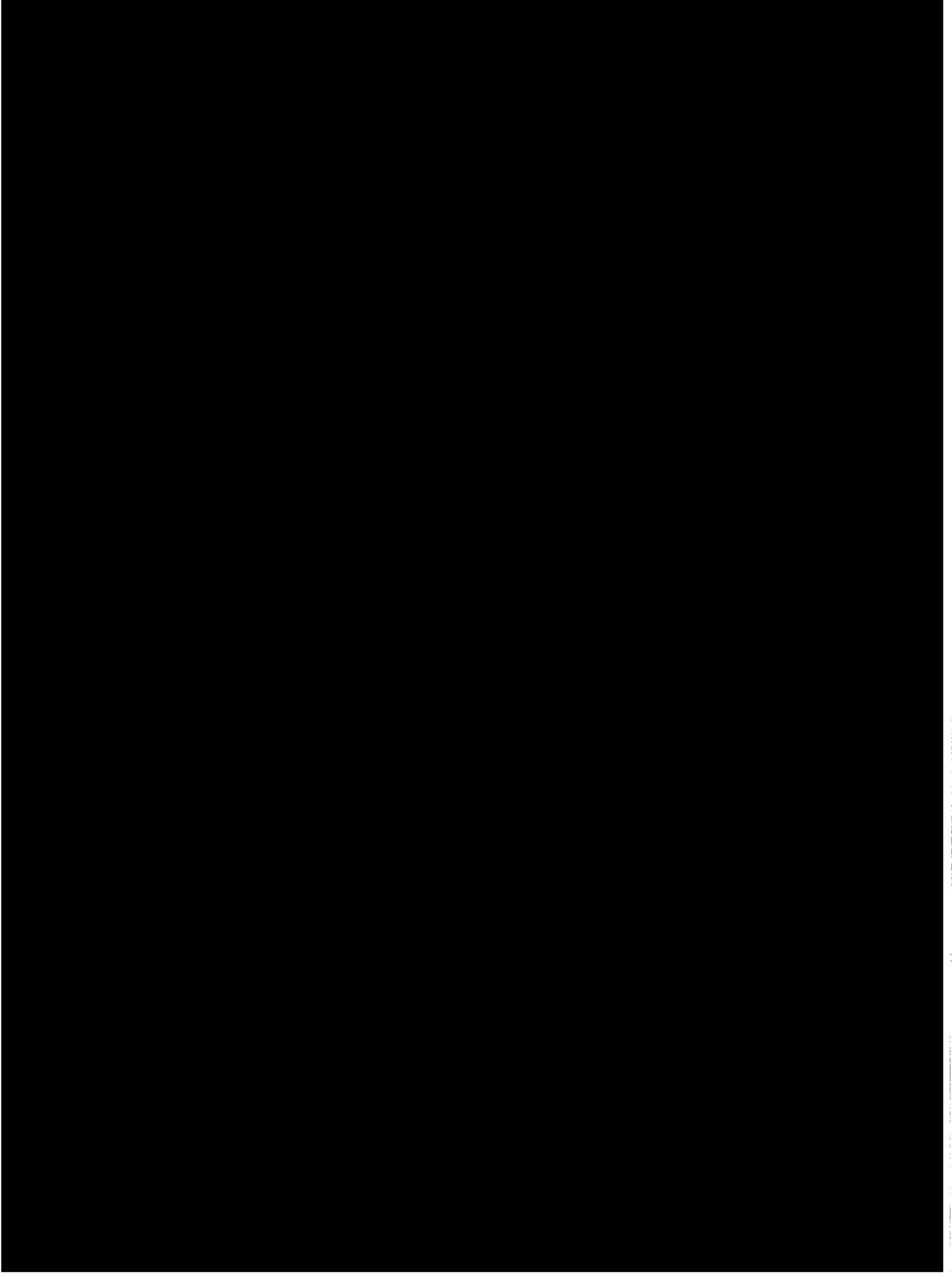
TAX COMPLIANCE STATUS

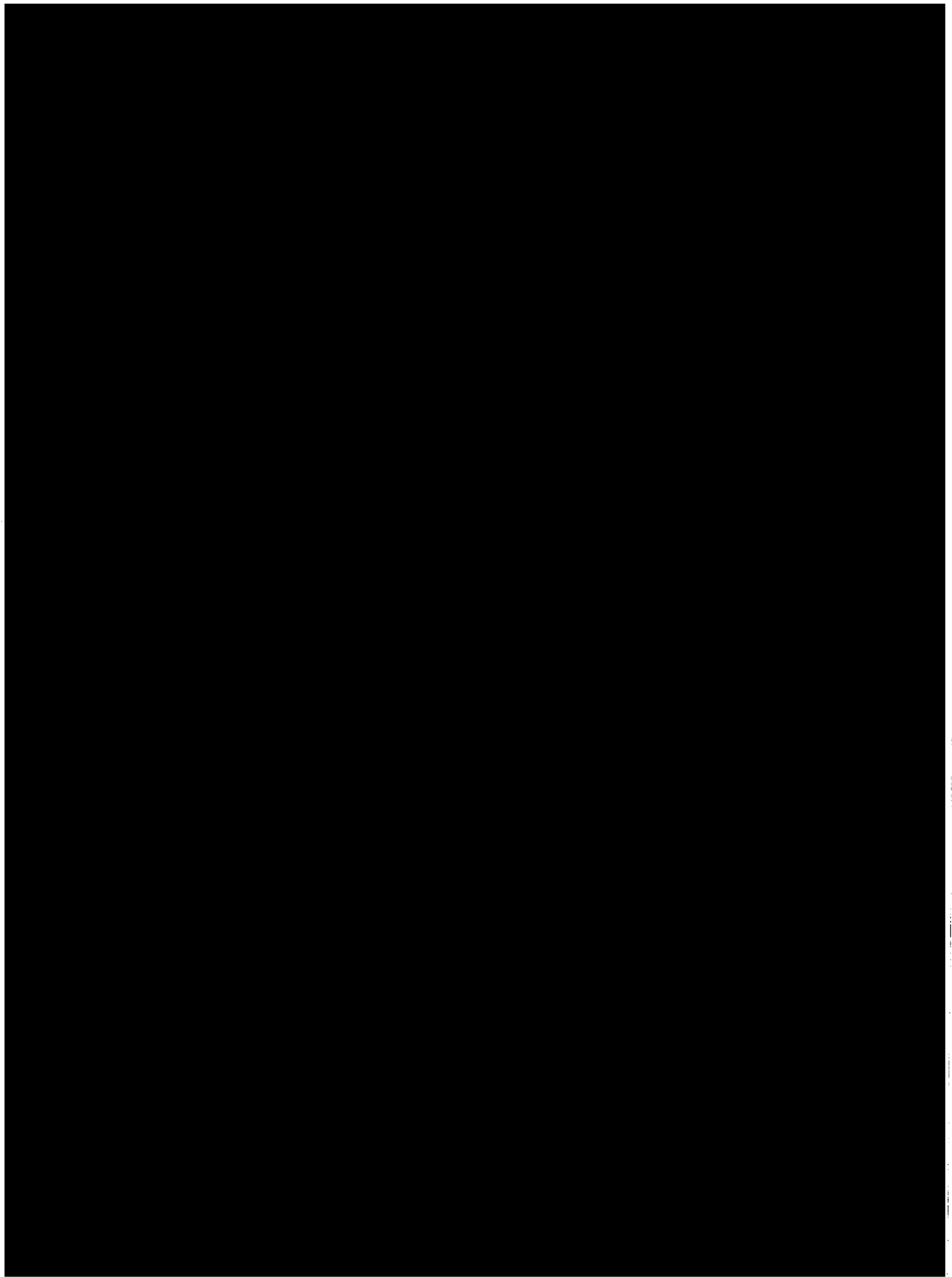
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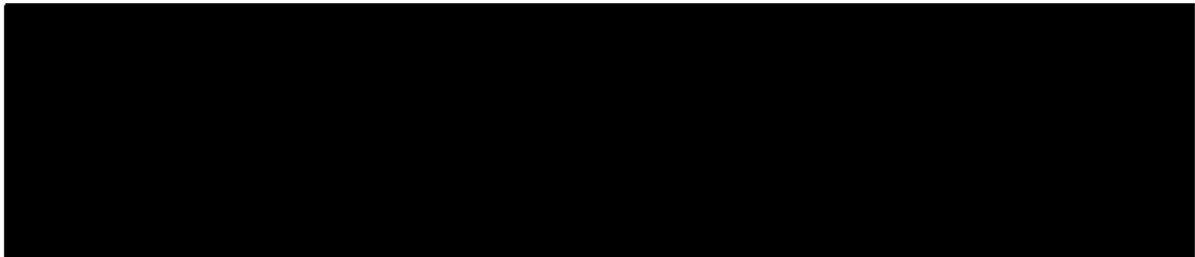
OFFER TO LEASE

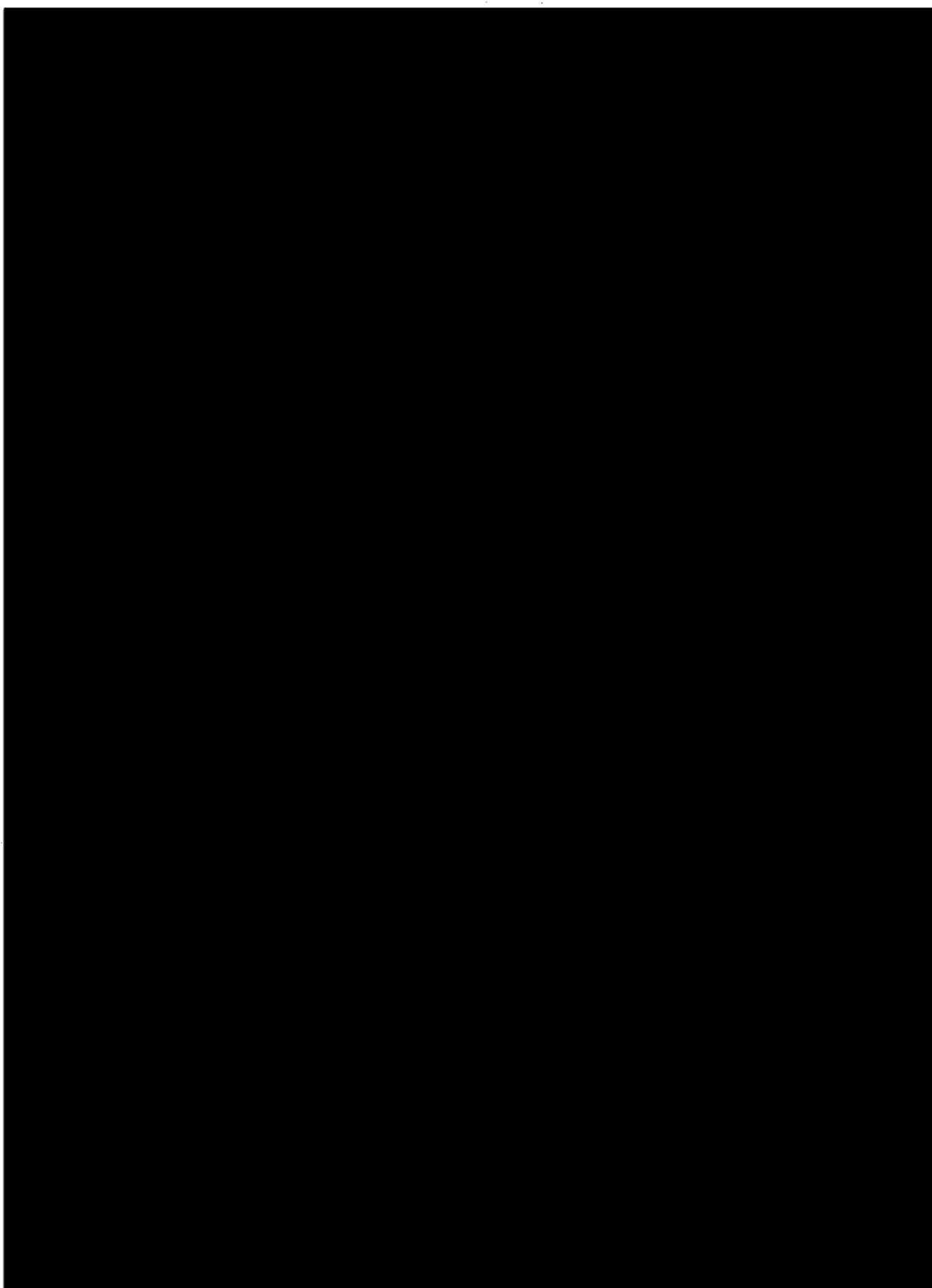
1. We, the undersigned TENANT, as set out in 5.2 below, do hereby offer to lease from the LANDLORD
(herein represented by the agency of [REDACTED]) the PREMISES specified in 5.3 below, subject to the terms and conditions expressed below.
2. By signature of the TENANT this offer to lease shall constitute an irrevocable offer to lease, which will be open for acceptance by the LANDLORD only, for a period of 30 (thirty) business days and same approval shall be communicated to the TENANT on or before the expiry, from the date of signature by the TENANT.
3. This offer will only become binding on the LANDLORD once the LANDLORD has accepted this offer to lease which shall be confirmed by its signature. Once signed by both the TENANT and the LANDLORD, this offer shall become a binding agreement between the parties on the terms stated hereunder.
4. It is a material term of this offer to lease that the TENANT signs the LANDLORD's standard lease agreement within 14 days from the date of acceptance of this offer by the LANDLORD. Should the TENANT fail or neglect to sign the LANDLORD's standard lease agreement, the TENANT shall nevertheless be bound by all the terms and conditions of this offer to lease agreement, as well as the common law; but, in any event, the LANDLORD, in its sole and unfettered discretion, shall be entitled to cancel this offer to lease agreement, consequent upon such failure or neglect and to hold the tenant responsible and liable for all losses, expenses, costs and damages suffered. On the conclusion of a written lease agreement, same shall supersede and replace this offer to lease. The TENANT confirms that it has read and understood the contents of this offer and agrees to be bound thereby.

5. ESSENTIAL TERMS OF LEASE

5.1 LANDLORD:

Landlord name:	[REDACTED]
Domicile:	[REDACTED]





5.6 GROSS RENTAL:

5.6.1

MONTHLY RENTAL (Escalating @ 8% per annum)	VAT @14%	TOTAL	FROM	TO
0	0	0	01 June 2015	30 June 2015
R11490.00	R1608.60	R12998.60	01 July 2015	30 June 2016
R12312.00	R1723.68	R14035.68	01 July 2016	30 June 2017
R13295.04	R1861.57	R15156.61	01 July 2017	30 June 2018

The rental quoted above is a "gross" rental inclusive of net rental, operating costs, and rates and taxes. The LANDLORD may, at its discretion, when drafting the lease referred to in clause 4, break this gross rental down into constituent parts

5.6.2

TYPE	NUMBER OF BAYS
BASEMENT BAYS	2x single bays
COVERED BAYS	n/a
UNCOVERED BAYS	n/a

BASEMENT BAYS (Escalating @ 8% per annum)	COVERED BAYS (Escalating @ % per annum)	OPEN BAYS (Escalating @ % per annum)	MONTHLY TOTAL (excluding VAT)	FROM	TO
0	n/a	n/a	0	01 June 2015	30 June 2015
R2260.00	n/a	n/a	R2260.00	01 July 2015	30 June 2016
R2376.00	n/a	n/a	R2376.00	01 July 2016	30 June 2017
R2559.08	n/a	n/a	R2559.08	01 July 2017	30 June 2018

5.6.3

The rental and other charges, together with the attributable value added tax thereon, set forth herein and any other amount payable on a monthly basis in terms of this agreement shall be paid monthly in advance on the first day of each month, without deduction or set-off, at the LANDLORD's domicilium citandi et executandi, or at such other address as the LANDLORD may from time to time in writing direct;

5.7 LOCAL AND OTHER AUTHORITY CHARGES:

In addition to the Gross Rental and with effect from the commencement date, the TENANT shall pay to the LANDLORD:

5.7.1

A monthly contribution towards the recovery by the LANDLORD of all increases in assessment rates and taxes, fees, levies or charges payable or to be payable to the local or any other responsible authority or owners' association in respect of the site and/or the Building from time to time during the currency of this lease, together with the attributable Value Added Tax thereon. The TENANT's contribution shall be determined, in the LANDLORD's discretion, by the ratio, which the rentable area of the Premises bears to the total rentable area of the Building (excluding parking area).

5.7.2

The cost of electricity, gas, water, sewer and refuse removal consumed or utilised on the Premises (including the cost of utilities in respect of common areas and electricity consumed

by the air conditioning unit servicing the Premises). Where such services are not separately metered, the Tenant's liability shall be calculated, in the LANDLORD's discretion, on the basis that the rentable area of the Premises bears to the total rentable or occupied area of the Building.

6. NOTICES AND LEGAL PROCESSES

- 6.1 The LANDLORD, TENANT and SURETIES (hereinafter referred to as "the parties") respectively chooses as their domicilium citandi et executandi the addresses set out in 5.1, 5.2 and 1.4 of ANNEXURE A hereto, at which all notices may be given and all processes served.
- 6.2 All notices by a party to another shall be sent to the chosen domicilium citandi et executandi of the addressee and shall either be :-
- 6.2.1 delivered by hand, in which event they shall be deemed to have been received on the date of delivery; or
- 6.2.2 posted by prepaid registered post, in which event they shall be deemed to have been received on the fourth day after posting, unless the addressee proves to the contrary.
- 6.3 A party may change his domicilium on giving one calendar month's written notice to the others.
- 6.4 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered to its chosen domicilium citandi et executandi.

7. OTHER CLAUSES

7.1 DEPOSIT:

Within 7 (seven) days of acceptance of this offer by the LANDLORD, the TENANT shall pay to the LANDLORD, a cash deposit or provide an irrevocable bank guarantee equal to ^{2 (two) months} ~~three~~ month's rental being the sum of R 36167.73 incl. vat. The LANDLORD shall retain such deposit in a non-interest bearing account for the duration of the lease. Within a reasonable period after the TENANT has vacated the Premises, the LANDLORD shall refund such deposit to the TENANT less the cost of any reinstatement expenses or costs of damages for which the TENANT is responsible and provided that the TENANT has complied with all of its obligations. Should the deposit be in the form of a bank guarantee, such bank guarantee will be worded in accordance to the Landlord's standard bank guarantee format, and not terminate for at least 3 (Three) month following the lease termination date.

7.2 FIRST MONTH'S RENTAL AND OTHER CHARGES:

INITIAL HERE

The TENANT shall pay the first month's rental and the deposit, plus the costs of preparing the Lease Agreement (plus VAT) amounting to R1500 plus vat on signature of the Lease Agreement. Should the deposit be in the form of a bank guarantee and such guarantee not be available at the commencement date of the Lease Agreement, the TENANT shall provide a cash deposit of equal amount, which shall be refunded on receipt of the bank guarantee. Occupation of the premises shall not be granted without the deposit having been paid or a bank guarantee provided at the commencement date of the lease agreement. It is specifically recorded that the occupation date shall not precede the Lease Agreement commencement date.

7.3 DEBIT ORDER SYSTEM:

The Tenant shall pay all rental and other charges for the duration of the lease by direct debit order system or such other payment method as determined by the LANDLORD from time to time.

7.4 VALUE ADDED TAX.

The Tenant shall in addition to amounts payable in terms of the lease, pay the LANDLORD all Value Added Tax (VAT), or similar tax, levy or duty, which may be payable by the LANDLORD to the relevant authorities. It is specifically recorded that all amounts referred to in the offer to lease are exclusive of VAT.

7.5 TRANSFER OF RIGHTS:

The TENANT undertakes not to cede, transfer, pledge or in any way dispose of its rights, in terms of the lease and may not sub-let the leased premises or any part thereof without the prior written consent of the LANDLORD, which shall not be unreasonably withheld.

7.6 MAINTENANCE:

The TENANT shall maintain the interior of the Premises, including any air conditioning equipment servicing the Premises, fittings, plumbing and electrical installations, doors, door mechanisms, windows, equipment and appurtenances of whatsoever nature in good order and repair.

7.7 LIABILITY:

The TENANT, or employees or customers of the TENANT, shall have no remedy against the LANDLORD, concerning any expense, loss or damage suffered in respect of its use of the premises or the building or property or any part thereof, or for any other reason.

7.8 NO WARRANTIES:

The LANDLORD does not warrant that the premises are or will be suitable for any of the purposes for which the premises may be used in terms hereof or the TENANT's requirements.

7.9 FICA DOCUMENTATION:

The Tenant acknowledges and agrees that in order for the Landlord to comply with the terms of The Financial Intelligence Centre Act 38 of 2001 specific information is required from the Tenant. The Tenant agrees that the relevant documentation duly completed by the Tenant must be provided to the Landlord within 5 (five) business days of the date of signature of this offer by the Tenant and will form part of the Lease Agreement. The Tenant further agrees that it will be in breach of this agreement and be liable for damages, expenses and other imposts of whatever nature in the event that it fails to comply with the provisions of this clause.

7.10 REMEDIES FOR BREACH AND CANCELLATION:

7.10.1 IF:

- 7.10.1.1 the TENANT fails to pay any rent or other amount due by it to the LANDLORD in terms of this agreement on due date; or
- 7.10.1.2 the TENANT commits any other breach of the terms of this agreement which is incapable of being remedied; or
- 7.10.1.3 the TENANT commits any breach of the terms of this agreement, other than a breach referred to in clause 7.10.1.1 or clause 7.10.1.2 and fails to remedy that breach within 7 (seven) days after the date of a written notice requiring

- that it be remedied, provided that no such notice shall be necessary in the case of a second or subsequent breach of the same term; or
- 7.10.1.4 the TENANT so consistently breaches the terms of this agreement (whether by non-payment of rent or any other amount due to the LANDLORD on due date or by non-compliance with its terms) as to justify the LANDLORD in holding that the TENANT's conduct is inconsistent with an intention and/or an ability to carry out such terms; or
- 7.10.1.5 the TENANT commits an act of insolvency within the meaning of section 8 of the Insolvency Act No. 24 of 1936, or any replacement legislation thereof;

7.10.2 the LANDLORD shall have the right, but shall not be obliged, to either cancel this agreement and to resume possession of the LEASED PREMISES; or

7.10.3 convert this agreement to one in which the LANDLORD (but not the TENANT who shall continue to be bound for the full period offered to lease in this agreement) shall be entitled to terminate this agreement by giving one month's written notice to the TENANT, the remaining terms and conditions being otherwise unaffected;

7.10.4 but without prejudice to the LANDLORD's claim for arrears of rent and/or damages which it may have suffered by reason of the TENANT's breach of contract or of the premature cancellation.

7.11 SURETY/SURETIES:

As security for the obligations of the Tenant in terms of this Agreement, the Surety/ies hereby binds himself/themselves in favour of the Landlord as surety/ies for and co-principal debtor in solidum with the Tenant for the due and punctual performance by the Tenant of its obligations in terms of this Agreement, hereby renouncing the benefits of legal exceptions "excussio", "divisio" and "error calculi" with the meaning and effect of all of which the Surety/ies declares himself/themselves to be fully acquainted.

Full Name	Identity Number
1)	
2)	
3)	

7.12 OTHER CONDITIONS:

7.12.1 One Month beneficial occupation from 01 June to 30 June 2015

7.12.2 Should the tenant require additional space the landlord shall entertain such request should there be a space available in the building. Should the tenant need a bigger space a new lease 3 year lease would be entered into and the existing lease would fall away.

7.13 COMMISSION PAYABLE:

The agent as recorded in clause 1 (one) of this offer shall be deemed to have been the effective cause to the conclusion of this lease and to have earned a leasing commission, which shall be calculated and payable as follows:

5.0% (plus VAT)	on the first two years rental;
2.5% (plus VAT)	on the next three years rental;
1.5% (plus VAT)	on the next three years rental;
1.0% (plus VAT)	on the balance.

Such commission shall become payable by the LANDLORD on the:

- a) fulfilment of clause 7.2 of this agreement,
- b) duly authorised occupation of the Premises being given to the TENANT and
- c) acceptance and signature by the LANDLORD of a duly presented commission invoice.
- d) commission payable at 125% of the above.

The TENANT warrants that the agent referred to above, was the effective cause and indemnifies the LANDLORD from any further liability in this regard.

INITIAL HERE

SIGNED AND WITNESSED by the duly authorised representatives of the TENANT and LANDLORD on the following dates and at the following places:

[Redacted signature area]

TENANT
PRINT NAME

For and on behalf of the
TENANT
SIGNATURE

DATE

PLACE

WITNESS

For and on behalf of the
SURETY 1

(insert name)

DATE

PLACE

WITNESS

For and on behalf of the
SURETY 2

(insert name)

DATE

PLACE

WITNESS

For and on behalf of the
SURETY 3

[Redacted signature area]

For and on behalf of the
LANDLORD
PRINT NAME

For and on behalf of the
LANDLORD
SIGNATURE

INITIAL HERE

1.1. TENANT

ANNEXURE A

Individual:
Names in Full (Not Initials)

Trade Name of Tenant

Identity Number

Physical Address

Contact Numbers

ii A copy of the identity document must accompany this offer.

MARITAL STATUS: mark applicable choice with an "X"

MARRIED	UNMARRIED	ANTE-NUPITAL CONTRACT	IN COMMUNITY OF PROPERTY
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OR

Company, Close Corporation Or Trust:

Company, Close Corporation Or Trust Name

Registration Number

Physical Address

Postal Address

Telephone Numbers

Facsimile Number

Company / Close Corporation / Trust - Representatives Details:

Name	Address
[Redacted]	

INITIAL HERE

1.2 TENANT'S BANKER

Name of Account Holder

Bank Name

Branch Name and Number

Type of account

Account Number

Contact Person at Bank

Telephone Number of Contact Person

1.3 PRESENT LANDLORD

Company Name

Contact Person

Telephone Number

Previous address

I/we, being duly authorized thereto, hereby consent on behalf of

(Tenant as described in 5.3 of the Offer to Lease) to any and all enquiries for the purpose of assessing my creditworthiness in respect of this Offer to Lease in terms of the New National Credit Act.

All enquiries will be performed by the following Credit Bureaus:

- Kredit Inform
- ITC
- Experian

Signed:

Name:

Capacity:

Date:

INITIAL HERE

1.4 SURETY/SURETIES: (ONE PAGE PER SURETY, ADD ACCORDINGLY)

Full Name	
Identity Number	
Married in / out of Community of Property	
Spouse's Full Name	
Spouse's Identity Number	
Residential Address	
Telephone Numbers	
Cellphone	
Business	
Residential	
Email Address	
Facsimile Number	
Name of Bank	
Branch	
Account Number	
Contact Person	
References and Contact Person	

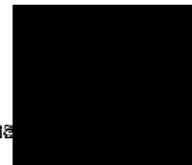
Date: _____

IF APPLICABLE, TO BE FILLED IN BY SPOUSE:

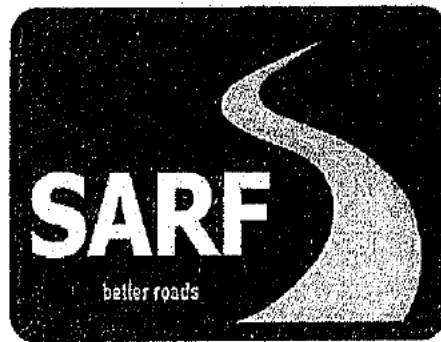
By my signature herein, I _____ (ID No. _____) (spouse)
 married in community of property to _____ hereby give my consent in the
 presence of the undersigned witnesses to _____ binding himself/herself as
 surety to _____ for and on behalf of _____
 trading as _____

 FULL SIGNATURE (Spouse)

NOTE: If the surety is married in community of property his/her spouse must consent the suretyship in terms of Section 15 of the Matrimonial Property Act No. 88 of 1984.



SOUTH AFRICAN ROAD FEDERATION



This is to certify that _____

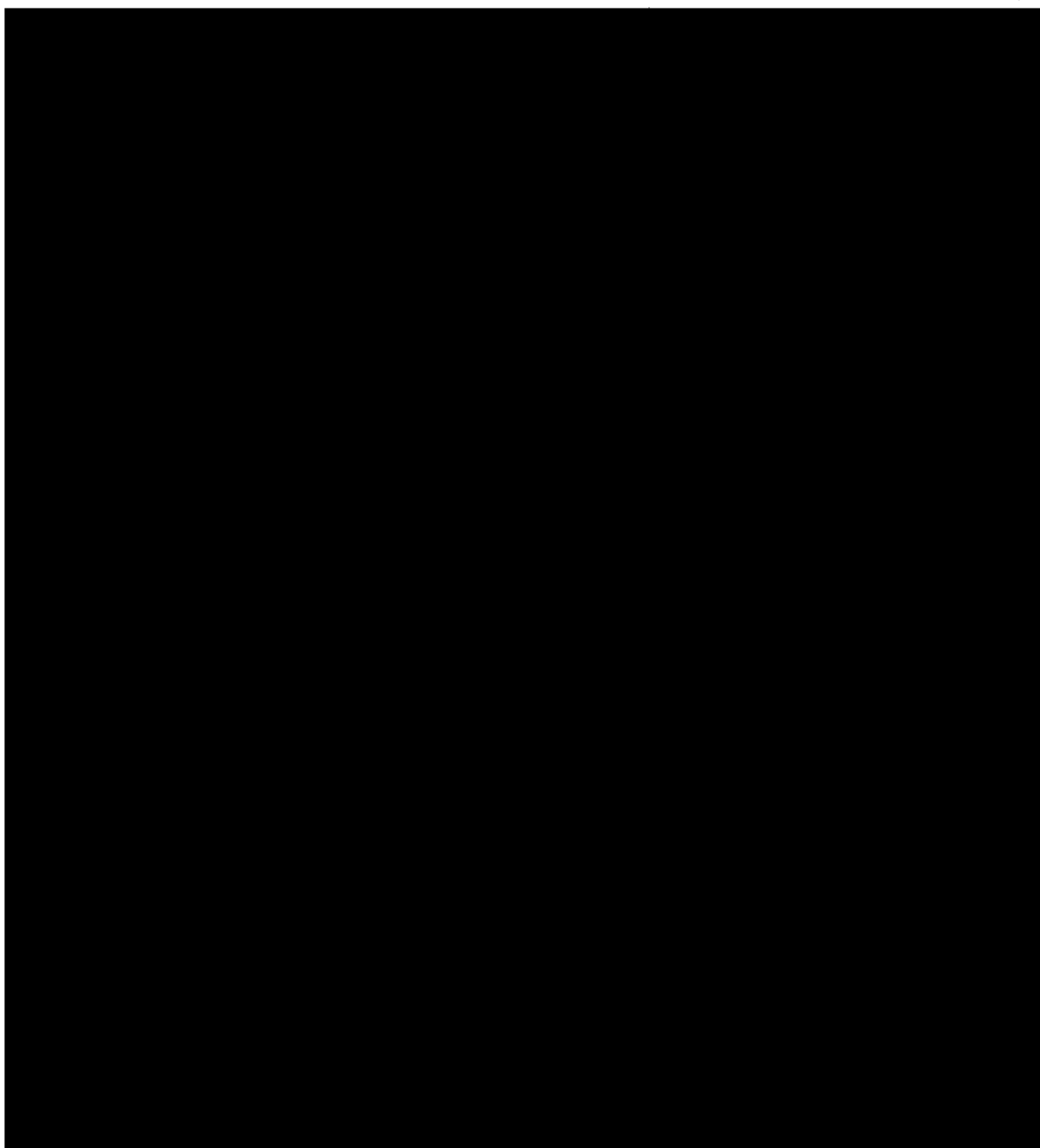




The Chartered Institute of
Logistics & Transport

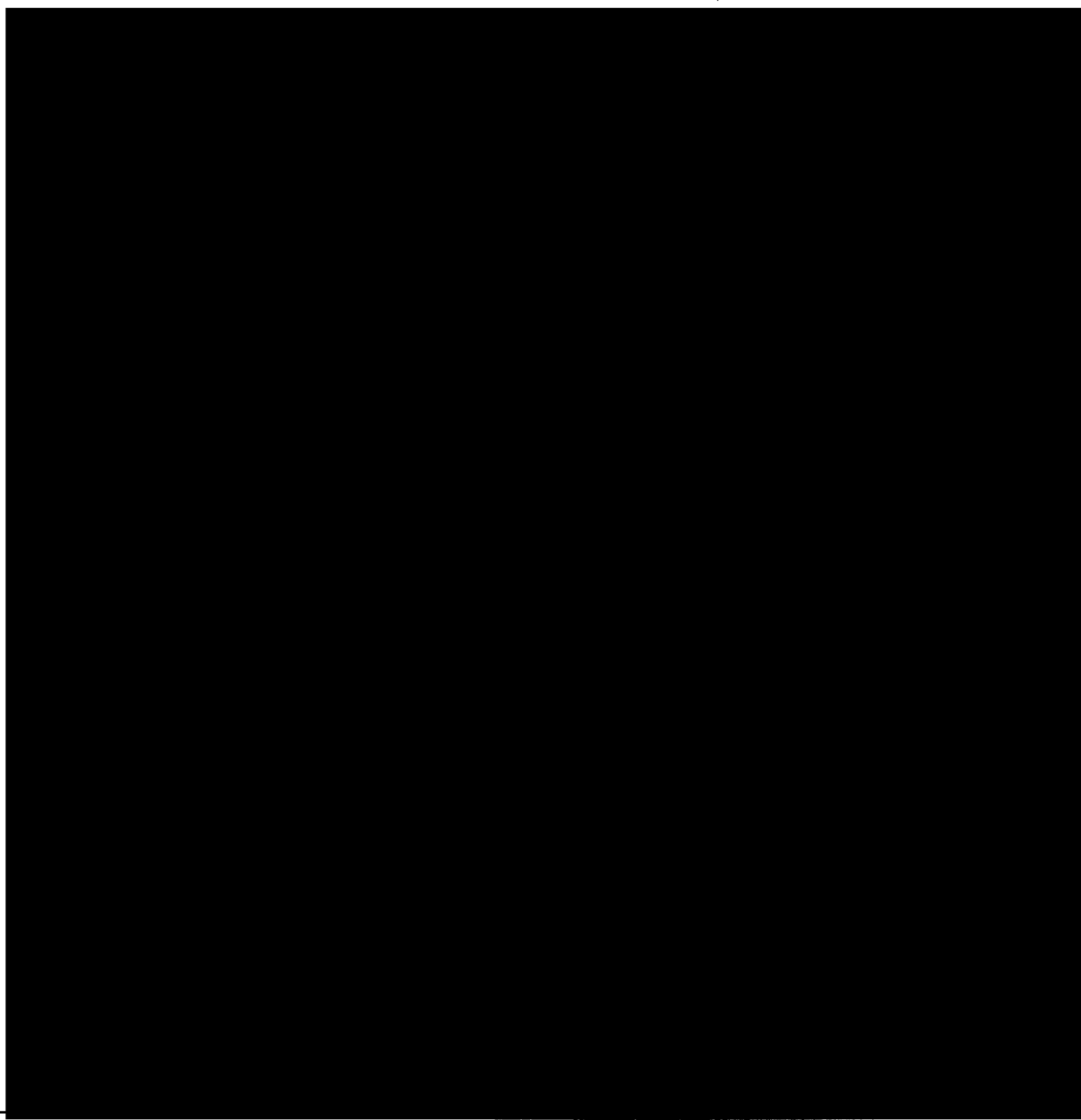
South Africa

This is to certify that





Water Institute of Southern Africa

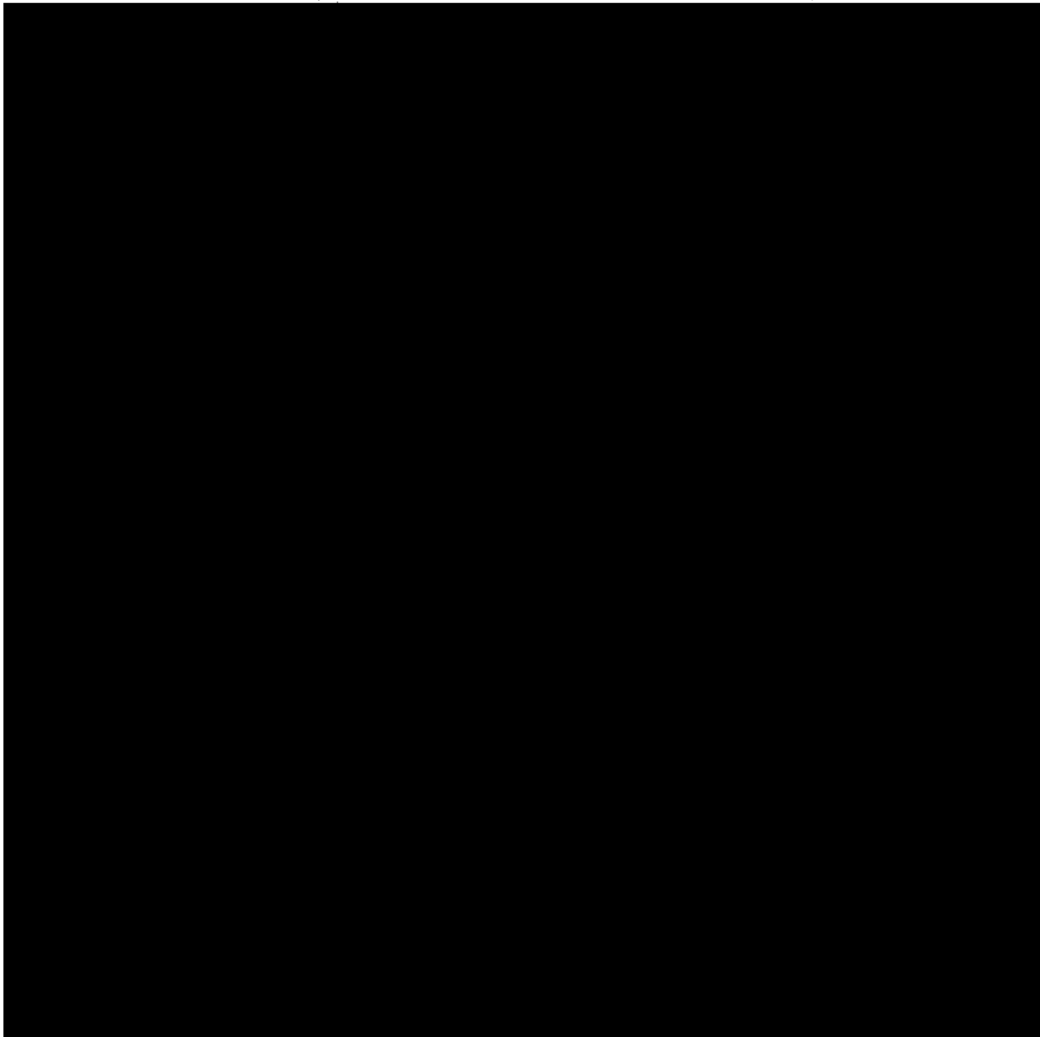


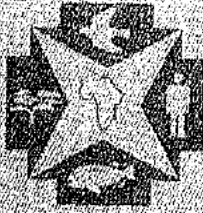


CESA

Consulting Engineers South Africa

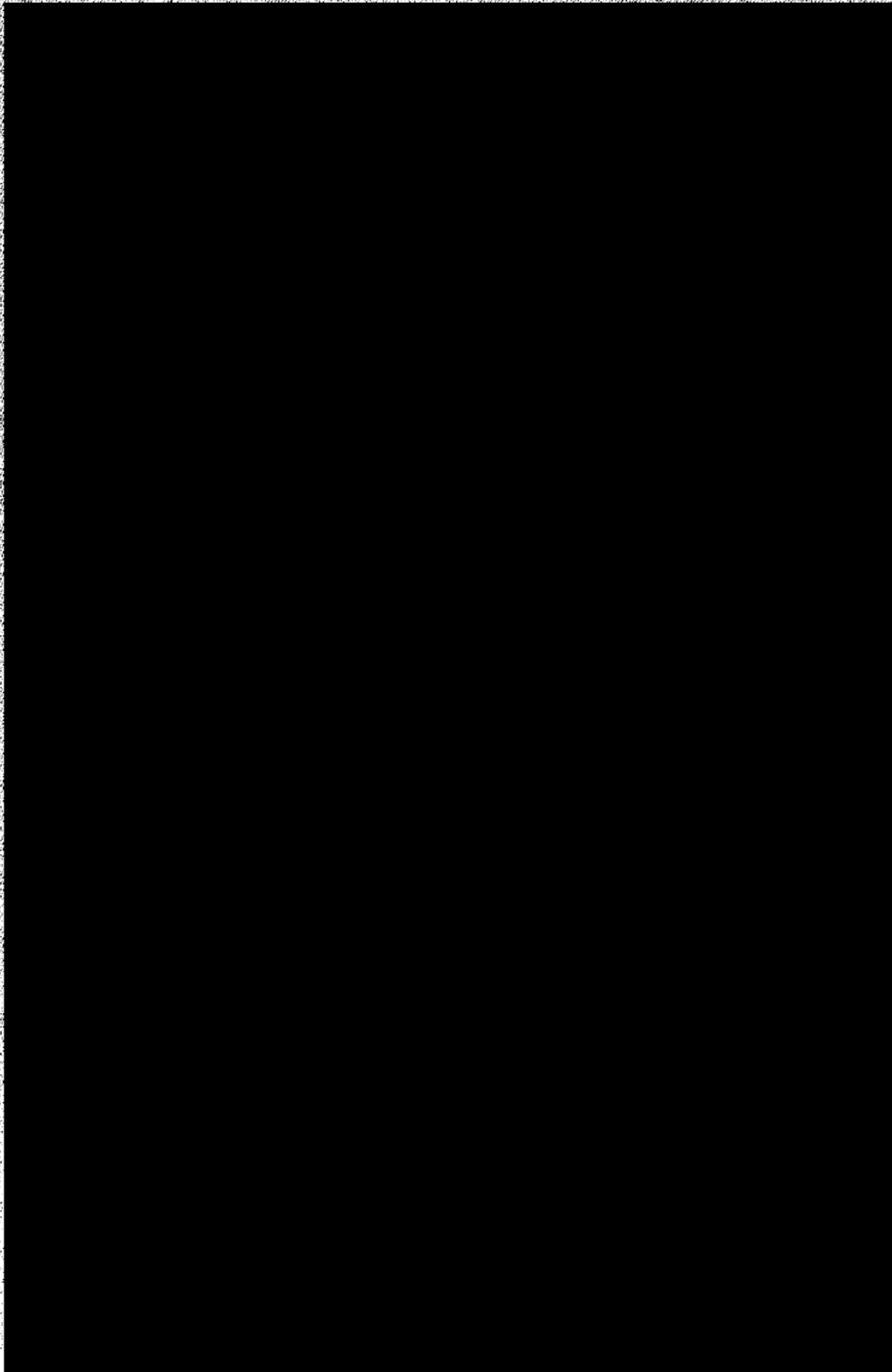
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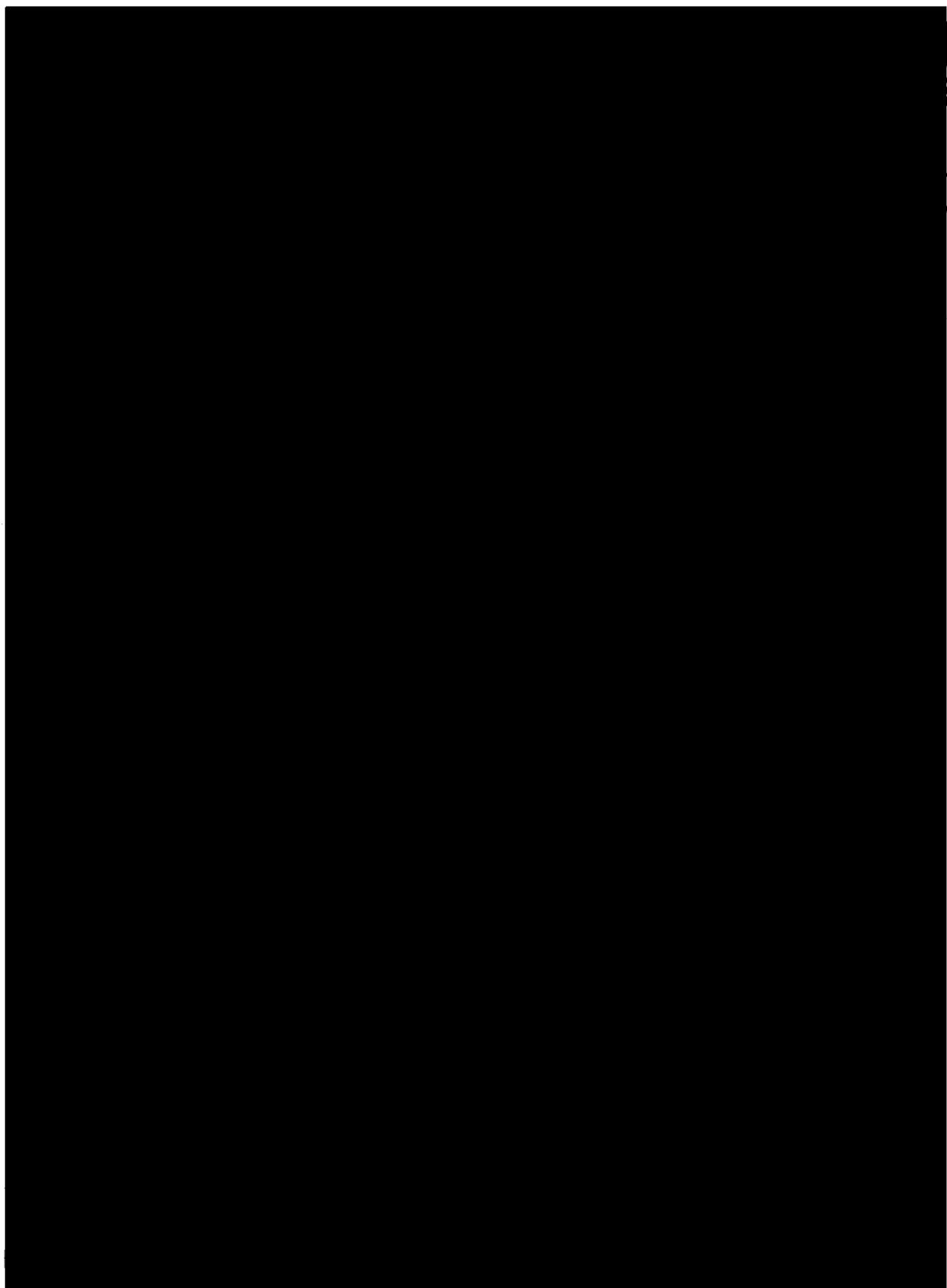


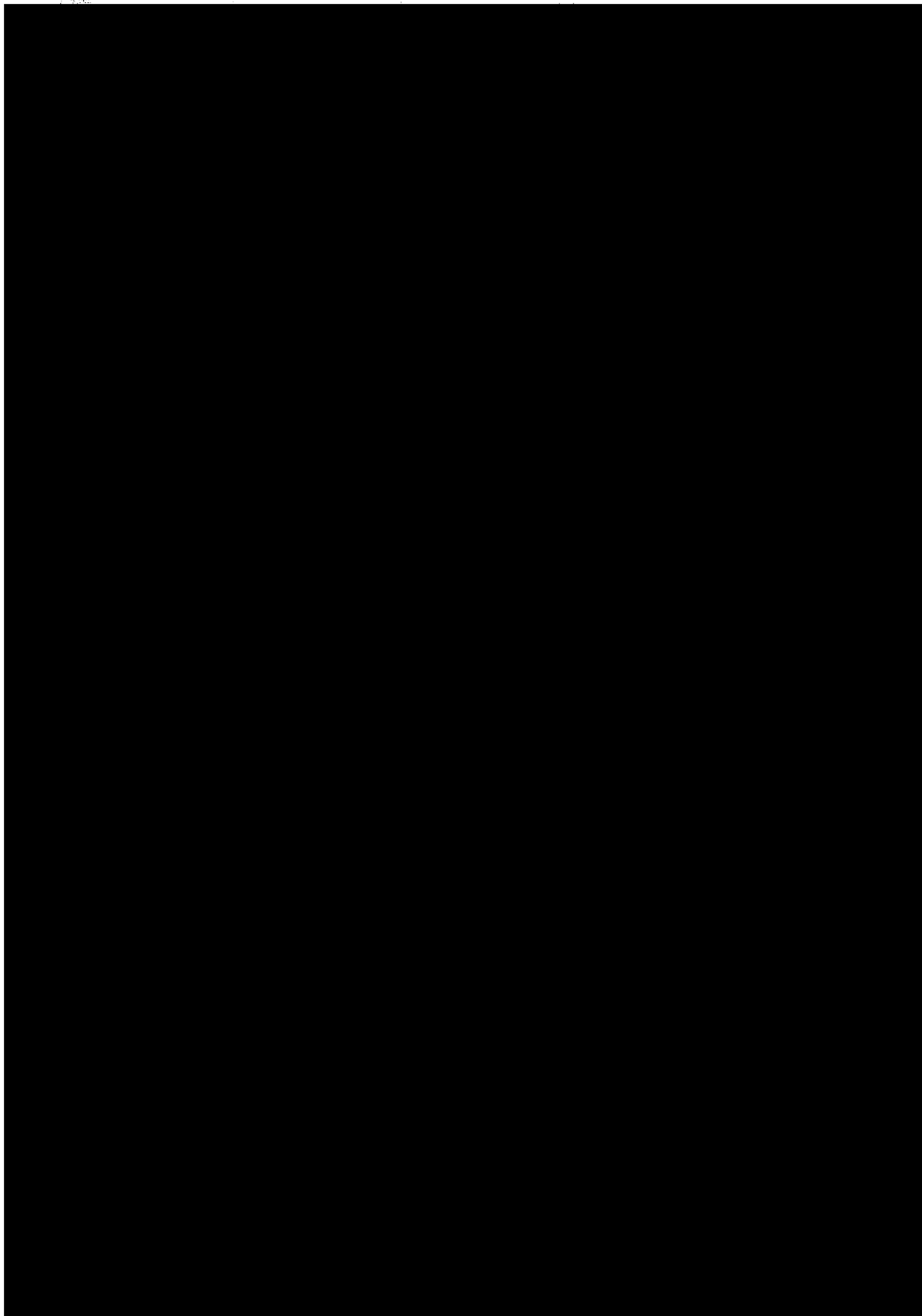


Institute of Waste Management of Southern Africa

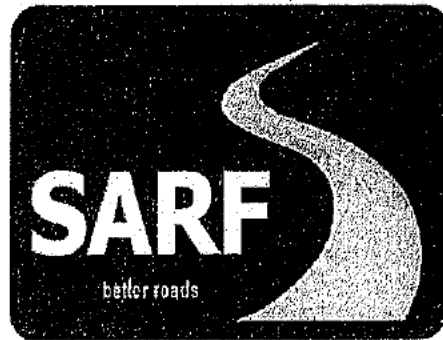
Established to promote the science and practice of waste management.
A professional association for the waste management sector.



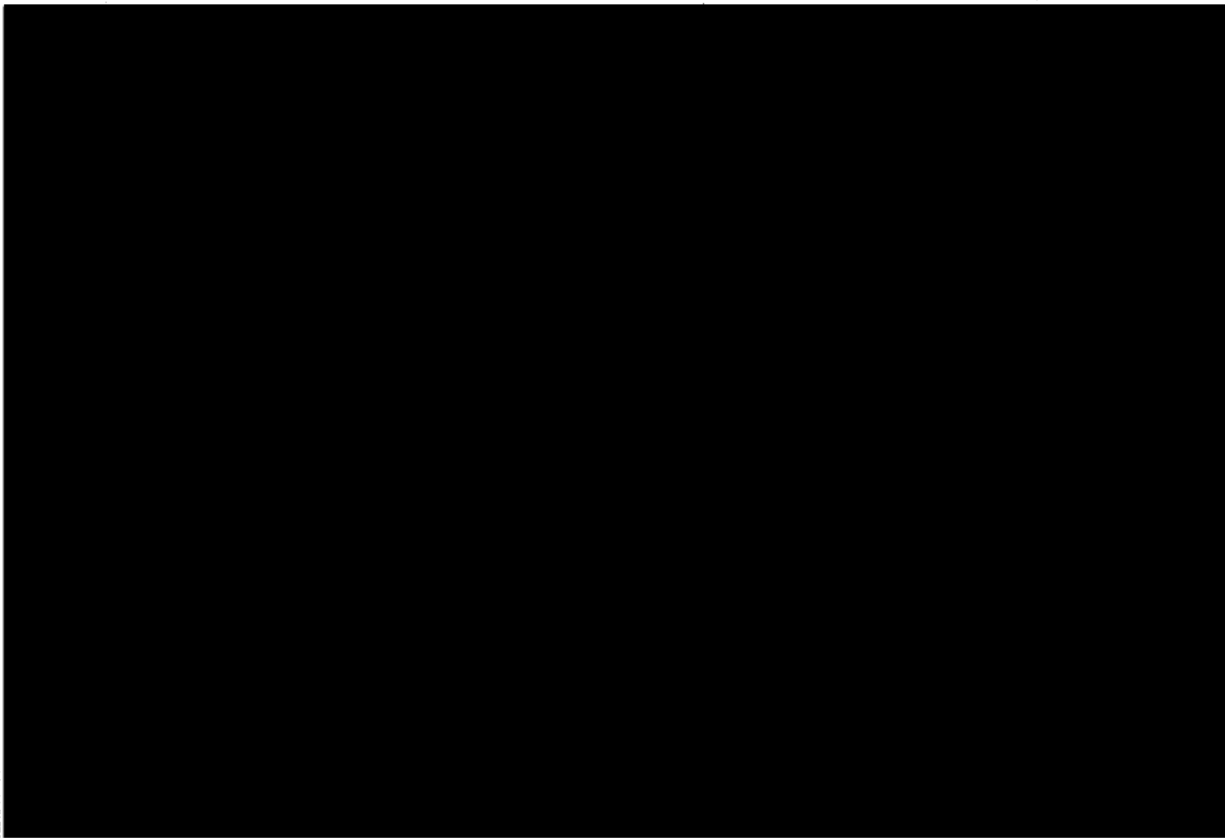


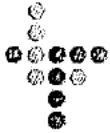


SOUTH AFRICAN ROAD FEDERATION



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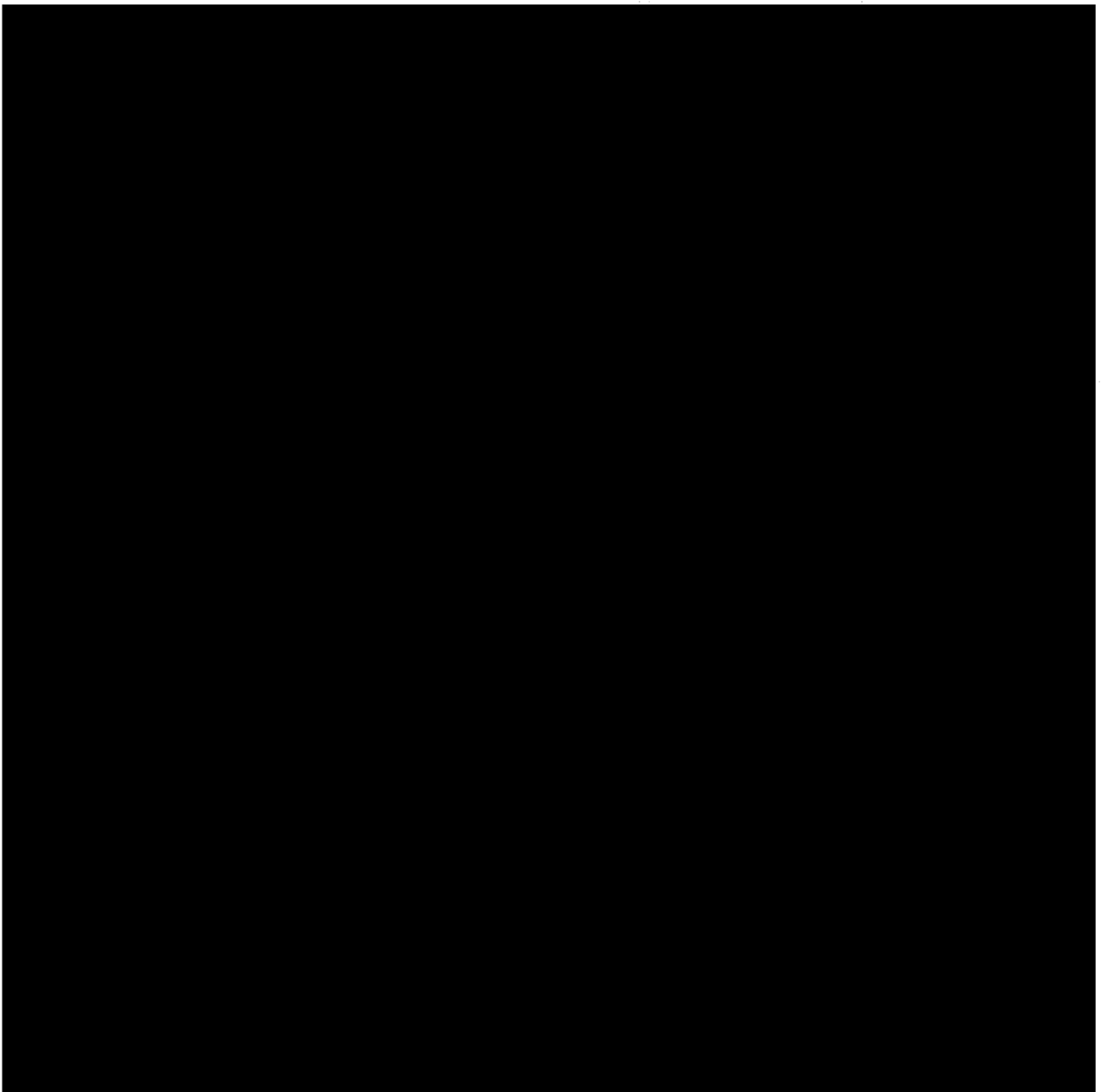




The Chartered Institute of
Logistics & Transport

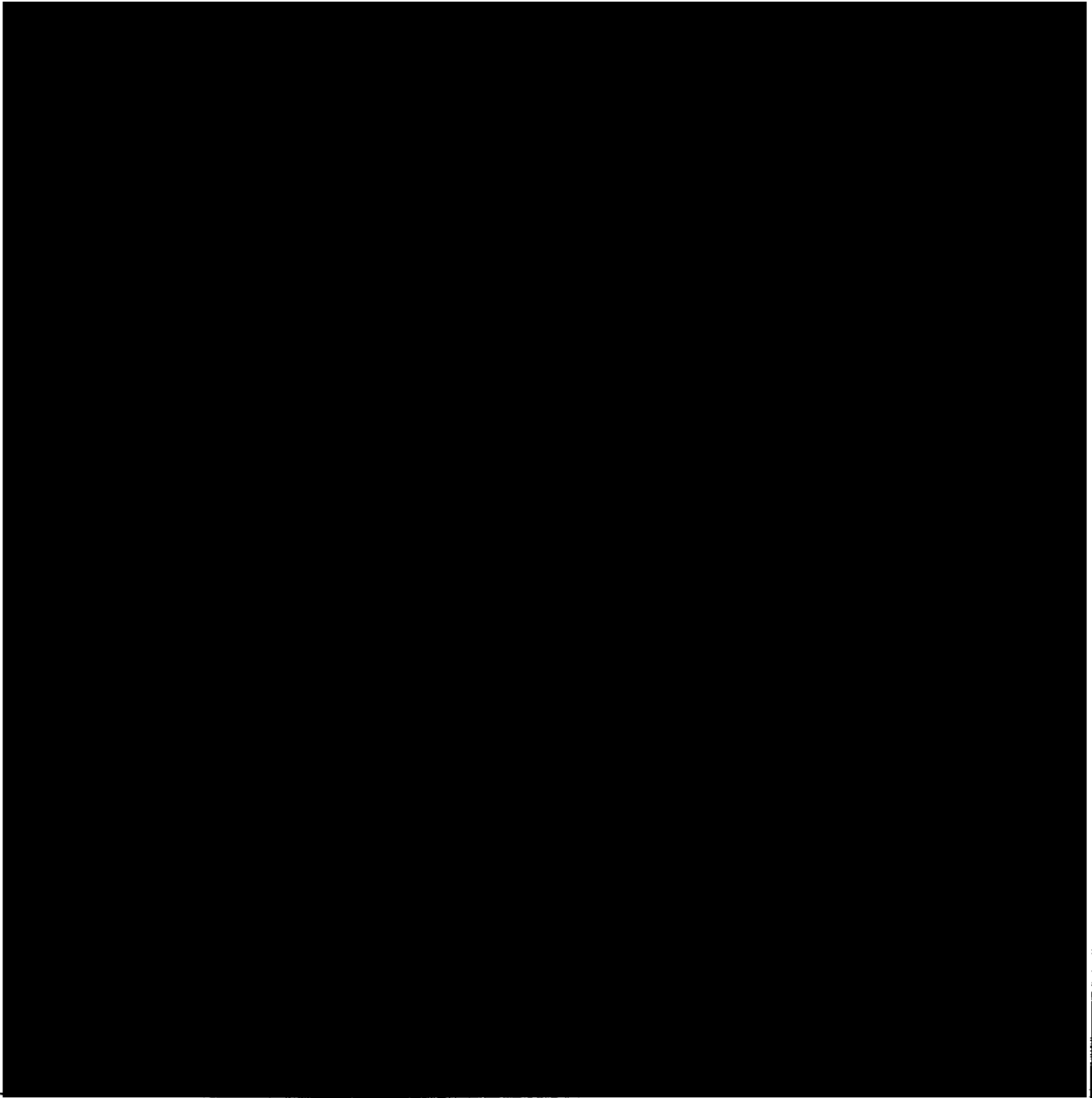
South Africa

This is to certify that



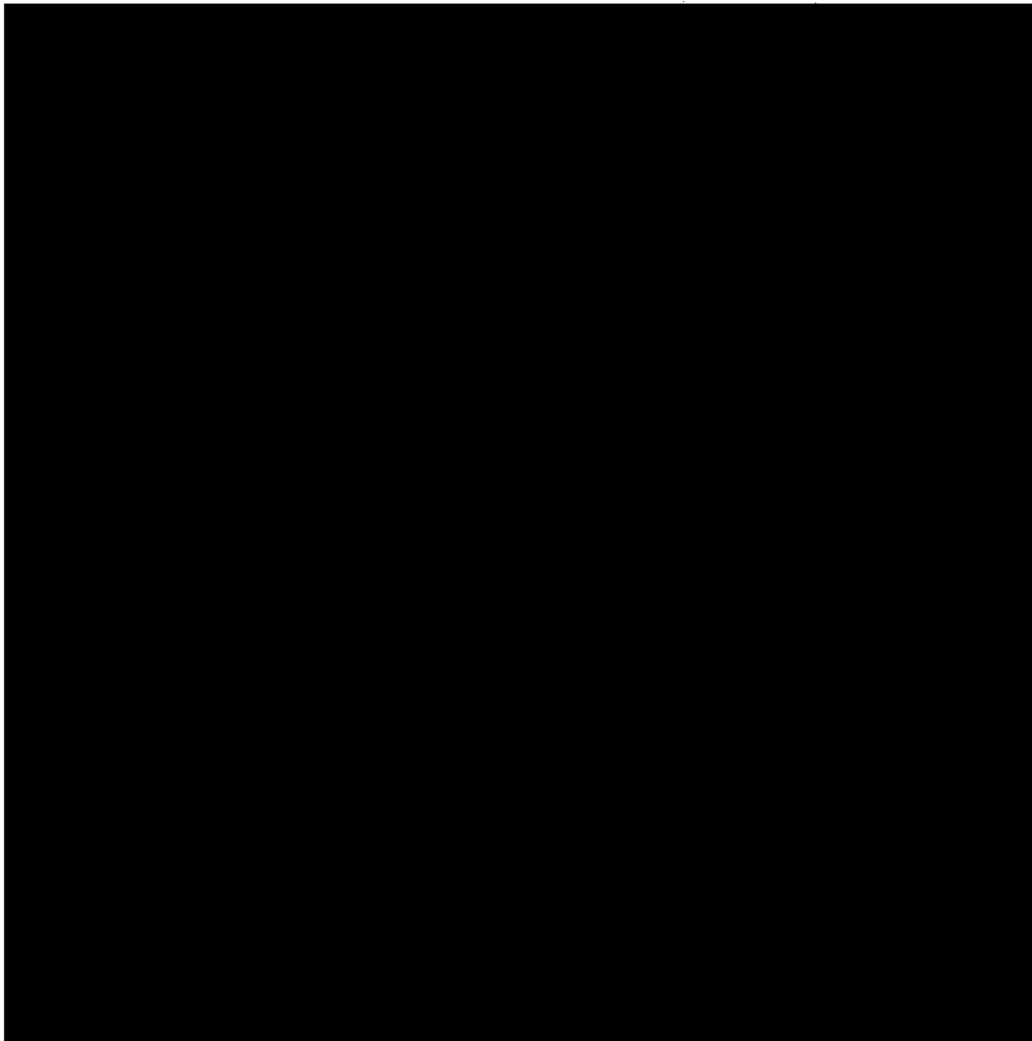


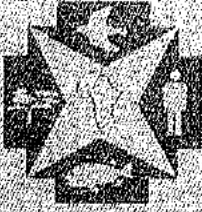
Water Institute of Southern Africa





This is to certify that





Institute of Waste Management of Southern Africa

Established to promote the science and practice of waste management.
A professional association for the waste management sector.

