PM

CM/[illegible]

TDA
CAPE TOWN
The City of Cape Town's Transport and Urban Development Authority

[redacted]
Contract Management
Human Settlements Implementation

[redacted]

[redacted]

LETTER OF APPOINTMENT

TENDER 102C/2016/17: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

Dear Sir,

With reference to our letter issued to you on the 13 July 2017, we are pleased to inform you [redacted]
of Section 33 of the MFMA, the award of this tender was approved by Council on the 31 J[redacted]ou
We advise that once the tender document (now called the contract) is signed by the City [redacted]
will be contacted to arrange for the collection of one fully completed original copy of this agreement.

Based upon the evaluation results and your fee per erf submitted in the contract document, your services will be required on our **Blueberry Hill Housing Project**, which is expected to yield an estimated **3500** housing units.

As you will form part of a team of consultants appointed to this project, the City's Internal Project Manager will be contacting you shortly to arrange an introduction meeting, at which the project team will be introduced and a high level overview of the project will be explained.

We look forward to a good working relationship with all parties involved and to the successful completion of the contract.

Yours faithfully

City Manager

SCMB 49/06/17 **TENDER NO. 102C/2016/17: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN**

RESOLVED that:

(a) in accordance with clause 325 of the CCT's SCM Policy the minor breach in relation to incorrect referencing stipulated in the test of responsiveness clause F.3.8.3, be ratified.

(b) in accordance with clause 325 of the CCT's SCM Policy the minor breach in relation to the way in which a Joint Venture would be scored in terms of functionality for Track Record, be ratified.

(c) in accordance with clause 325 of the CCT's SCM Policy the minor breach in relation to a basket being used and decided upon after the tender closed to evaluate the tender, be ratified.

FURTHER RESOLVED that:

(d) for the reasons set out in the report the tender offers submitted for Tender no. 102C/2016/17: Provision of Professional Project Management Services to Plan, design and monitor integrated human settlement developments for six vacant sites located within the City of Cape Town, be accepted for 60 months from date of commencement of contract, subject to the conclusion of a Section 33 (MFMA) process and Council adopting a resolution in which it approves the entire contract exactly as it is to be executed and in which it authorises the municipal manager to sign the contract on behalf of the municipality, as follows:

Item	Activity Description	Unit	Total Rate (Excl. VAT)	Land parcel appointed for
1	[redacted]	Per erf	**R 550.00**	Wolverivier
2		Per erf	**R 785.00**	Vlakteplaas
3		Per erf	**R 877.00**	Blueberry Hill
4		Per erf	**R 915.00**	ACSA Symphony Way

5	[redacted]	Per erf	**R 998.00**	Driftsands
6		Per erf	**R 1070.00**	Pelican Park Phase 2

(e) price adjustment be calculated in accordance with the tender documents

(f) a 10% contingency be added by the City of Cape Town to the total sum of projects in terms of the tender document.

ACTION: RU[redacted]AMS, M WHARE

This resolution complies with the Supply Chain Management Policy as approved by Council on [redacted]

[redacted]

ACTING CHAIRPERSON: SUPPLY CHAIN MANAGEMENT BID ADJUDICAT[redacted]MMITTEE

DATE: .....[redacted].....

SARS

Tax C[redacted]tificate Number:
0700[redacted]

Tax Clearance Certificate - Good Standing

Enquiries
0[redacted]RS (7277)
[redacted]

Company regi[redacted]

Income Tax

VAT

PAYE

Trading Name CS[redacted]G SERVICES

It is hereby confirmed that, on the basis of the informati[redacted]sal of the South African Revenue Service (SARS), the above-mentioned taxpayer has complied with the requirements as s[redacted]t in the Tax Administration Act.

This certificate is valid until the expiry date reflected above, subject to the taxpayer's continued tax compliance. To verify the validity of this certificate, contact SARS through any of the following channels:

- via eFiling
- by calling the SARS Contact Centre
- at your nearest SARS branch

This certificate is issued in respect of the taxpayer's tax compliance status only, and does not address any other aspect of the taxpayer's affairs.

This certificate is issued free of charge by SARS

SARS

TAX COMPLIANCE STATUS
PIN Issued

[redacted]

Enquiries should be addressed to SARS:

Contact Detail

SARS
Alberton
1528

Contact Centre Tel: 0800 00 SARS (7277)
SARS online: www.sars.gov.za

Details

Taxpayer Reference Num[redacted]

Always quote this reference number when contacting SARS

Issue Date:

Dear Taxpayer

TAX COMPLIANCE STATUS PIN ISSUED

The South African Revenue Service (SARS) has issued your tax compliance status (TCS) PIN as indicated below:

TCS Details:	
Taxpayer Name	[redacted]
Trading Name	
Tax Reference Number(s)	
Purpose of Request	
Request Reference Number	
PIN	
PIN Expiry Date	

You may authorise a third party to view your TCS by providing them the PIN. The PIN only allows the third party access to your TCS. All other tax information remains secure.

Your TCS displayed is based on your compliance as at the date and time the PIN is used.

You may cancel this PIN at any time before the expiry date reflected above. Once cancelled, a third party will not be able to verify your TCS.

SARS reserves the right to cancel this PIN in the event that it was fraudulently issued or obtained.

Should you have any other queries please call the SARS Contact Centre on 0800 00 SARS (7277). Remember to have your taxpayer reference number at hand when you call to enable us to assist you promptly.

Sincerely
ISSUED ON BEHALF OF THE SOUTH AFRICAN REVENUE SERVICE

[redacted]

Name
Tax reference
Form ID:
Content Version

Timestamp:
Year:
Page of Page:
Template versio

[redacted]

CONTRACT DOCUMENT

FOR THE

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

(RETURNABLE DOCUMENT)

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 57** of this document (see also Clause F.4.4 Invalid tenders on **page 15**).

Table 1: Tender Preference Claim (B-BBEE contribution) is on page 54 of this document.

ISSUED BY:
DIRECTOR: HUMAN SETTLEMENTS **NEW MARKET DEVELOPMENT** **CITY OF CAPE TOWN** Tower Block, Civic Centre 12 Hertzog Boulevard CAPE TOWN 80[redacted]

For official[redacted]
TENDER SE[redacted]
[redacted] OF CITY OFFICIALS [redacted] PENING

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 102C/2016/17

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

General Tender Information

TENDER ADVERTISED	:	[redacted]
CLARIFICATION MEETING	:	
VENUE FOR CLARIFICATION MEETING	:	[redacted]
CLOSING DATE	:	[redacted]
CLOSING TIME	:	
CLOSING VENUE	:	**Tender Box 130** at the **Tender Submission Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town
TENDER BOX 130	:	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.

[redacted]

Contents

Number	Heading
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Part T1: Tendering procedures	
T1.1	Tender Notice and Invitation to Tender
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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	
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C3.2	Annexes
Part C4: Site information	
C4.1	Site Information

Part T1: Tendering procedures

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CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 102C/2016/17

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

T1.1 Tender Notice and Invitation to Tender

The **CITY OF CAPE TOWN**, Director: Human Settlements invites tenders for Tender No. **102C/2016/17: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN**

Tenderers must be registered on 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 [redacted] pe Town.

Documents may be collected during working hours between 08:30 –15:00 from 21 [redacted]

A non-refundable tender fee of R100.00 payable by crossed cheque made out in fa [redacted] y of Cape Town is required on collection of the tender documents.

Queries relating to any issues in these documents may [redacted] Mr M Patel, Tel No. 021 400 2120, Fax No. 086 201 1808 o [redacted] ichael.patel@capetown.go

A non-compulso [redacted] ecommended clarificatio [redacted] h representatives of the Employer will be held on **01 Nov** [redacted] **h00** at the offices of the City [redacted] pe Town, Mayor's Parlour, 1st Floor Block A, 1 Bridle Way, Roy [redacted] n

The closing time for receipt of tenders is **10h00** on **25 N** [redacted]

Telegraphic, telephonic, telex, facsimile and late tenders w [redacted] cepted.

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.

T1.2 Tender Data

The conditions of tender are the Standard C[redacted]der as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 [redacted] Construction Industry Development Board (CIDB) Standard for Uniformity in Construction P[redacted] www.cidb.org.za) which are reproduced without amendment or alteration for the convenience [redacted]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

F.1 General

F.1.1 **Actions**

Add the following:

The Employer is the City of Cape Town, represented by the Director: Human Settlements: New Market Development

F.1.2 **Tender Documents**

Add the following:

The following documents form part of this tender:

1. The **Standard Professional Services Cont[redacted]Edition 3 of CIDB document 1015)** as published by the Construction Indus[redacted]Board. Tenderers must obtain copies at their own cost from the Constructio[redacted]evelopment Board Pretoria, Tel. (012) 343 7136 or (012) 481 9030, Fax: (012) 343 [redacted] e-mail: cidb@cidb.org.za.

2. The relevant sections as described in t[redacted]cope of Services of the **Guideline for Services and Processes for Estimating Fe[redacted]s Registered in terms of the Engineering Profession Act, 2000 (Act No.[redacted]oard Notice 117 of 2013** as gazetted in Government Gazette No. 36529,[redacted]

3. **While it is entirely at the tender[redacted]as regards pricing the Activity Schedule below, the 2014/15 Housing St[redacted]antum 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 509)**, 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. 102C/2016/17: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN** 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.

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 a urposes of any communication between the employer and tenderer, is:
Name:
Postal address: nents Directorate

Tel:
Fax:
E-mai

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**

Only those tenderers who are registered on the City of Cape Town's Supplier Database as a service provider prior to the evaluation of submissions are eligible to have their tender evaluated (the evaluation of tenders takes place when the Employer's Bid Evaluation Committee meets to make a final recommendation to the Bid Adjudication Committee). The Employer will only enter into a formal contract with a tenderer who is registered on the City of Cape Town's Supplier Database. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tend[redacted]ho wish to register on the City of Cape Town's Supplier Database may collect re[redacted]s from the Supplier Management Unit located within the Tender Distribution Office, [redacted]ourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 [redacted]Registration forms and related information are also available on the City of Cape [redacted]www.capetown.gov.za (follow the Supply Chain Management link to "Supplier re[redacted]

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, or within 200km radius from the City of Cape Town CBD, 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, Part T2.2: Returnable Schedules.** Minimum requirements in respect of for example Key Personnel:

a) A **Project Manager** with at least a bachelor's degree qualification in the built environment, and at least 7 (seven) years verifiable post graduate experience in the management of planning and implementation of low-cost or affordable housing 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. SACPCMP, Engineering Council of South Africa 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.

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.

F.2.1.1.4 **Support resources**

The Project Manager must have access to, and familiarity with, a competent Project Management package that is capable overseeing all facets of the project. Details of the software package 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 R5 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 three subsidy housing projects in the past 10 years.

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
Proposed work plan (approach and methodology)	10
Specific experience of key personnel	50
Availability/allocation of Resources	10
Track record of tenderer (with respect to Subsidy Housing Developments)	30
Maximum possible score	**100 points**

The minimum score for quality is 60 out 100 points. Tenderers that fail to achieve the minimum score for quality will not be further considered for evaluation.

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

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 10 score points for this aspect of the tender submission will be awarded, with the applicable values as follows:

PROPOSED WORK PLAN SCORING CHART

Description	Highest Scoring Options		
1. Identification of project brief and key issues pertaining to the execution of the Project	Good (4 points)	Fair (2 point)	Poor (1 points)
2. Approach to/methodology for resolving key issues as mentioned above	Good (6 points)	Fair (4 points)	Poor (2 point)

Specific experience of key personnel

The Project Manager will be awarded up to 50 points for specific experience which is relevant to this particular project and with the applicable values as follows:

Scoring Chart for Specific Key Personal		
Description	**Highest Scoring Option**	**Score**
1. Experience of Project Manager	Project Managed Subsidy Housing projects not exceeding 100 housing units	5
	Project Managed Subsidy Housing projects between 100 and 500 housing units	15
	Project Managed Subsidy Housing projects between 501 and 1000 housing units	30
	Project Managed Subsidy Housing projects exceeding 1000 housing units	50

Tenderers must ensure that the Curriculum Vitae provided in respect of the key personnel listed above contain details of all relevant experience, be appended to Schedule 9, Part T2.2: Returnable Schedules.

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 5 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) Hardware and software re – Up to 4 points
b) Staff compliment – Up to 6 points

STAFF COMPLIMENT	
Description	**Highest Scoring Option**
1. 1 to 2 Support Staff Compliment	2
2. 2 to 4 Support Staff Compliment	3
3. 5 or more Support Staff Compliment	6

HARDWARE AND SOFTWARE COMPLIMENT	
Description	Highest Scoring Option
1. CAD or similar software package 2. MS Project software package 3. Civil Engineering Design software package 4. A4 to A0 Printing hardware package 5. Overhead project hardware package 6. Any other applicable software and hardware package	Up to 4 points

Track Record (Housing Projects)
Tenderers must list, on Schedule 13, Part T2.2, Returnable Schedules, all housing projects that have been successfully completed in the local office of the tenderer in the past 5 years. Possible points:20

COMPANY TRACK RECORD

Description	Highest scoring Option	Score
A list of similar or comparable projects successfully completed by the Tenderer's Company during the last 10 years	1 or more smaller BNG projects (less than 500 houses per project) completed in the last 10 years	2
	1 or more smaller BNG projects (between 500 and 1000 houses per project) completed in the last 10 years	10
	1 equally large or larger BNG housing project (1000 or more houses) completed in the last 10 years.	15
	3 equally large or larger BNG housing projects (1000 or more houses per project) completed in the last 10 years.	30

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.

F.2.7 **Clarification meeting**

Add the following:

A non-compulsory but strongly recommended clarification meeting will be held on [redacted] **2016 at 12h00** at the offices of the City of Cape Town Offices, Mayor's Parlour, 1st Flo[redacted] Bridle Way, Royal Ascot, Milnerton

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 130.
Physical address:	Tender Submission Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
Identification details:	Tender number: **102C/2016/17:** Title of tender: **PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN**
Name and address of tenderer: (to be inserted by tenderer)	

Sealed tenders with the Tenderer's name and address and the endorsement "TENDER NO,**102C/2016/17: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN"** 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:

F.2.18.1 Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million:**

a) 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;
b) 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;
c) 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;
d) 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

Distri[redacted] Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel [redacted]) or included with the tender submission.

Conso[redacted]ntures will qualify for preference points, provided that the entity submits the relevant [redacted]corecard 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, all tender offers 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 tender is not in compliance with the Scope of Work;
b) the tenderer does not comply with the CIDB registration (active status) and contractor grading designation specified in F.2.1.1.2 above;
c) the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request as stated in F.2.17;
d) the tenderer has failed to achieve the minimum score for quality as stated in F.2.1.1.3;
e) the tenderer is not compliant with the requirements for local content as stated in F.2.1.1.4.

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

f) 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;
i) 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 Schedule 19: Preferencing Schedule (where preferences are granted in respect of B-BBEE contribution) which is included in T2.2 Returnable Schedules.

The terms and conditions of Schedule 19 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 Construction 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:

a) reasonableness of the financial offer
b) reasonableness of unit rates and prices
c) the tenderer's ability to fulfill 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:

a) 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;
b) 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;
c) the tenderer has not:
   i) abused the Employer's Supply Chain Management System; or
   ii) 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;
d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.13.2 **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.
b) Objections, complaints, queries and disputes must be submitted in writing to the Manager: Statutory Compliance (Compliance and Auxiliary Services: Legal Services), 20th Floor, Tower

Block, Civic Centre, 12 Hertzog Boulevard, Cape Town or posted to Private Bag X9181, Cape Town, 8000 or faxed to (021) 400 5830.

F.3.13.3 **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 in the implementation of its supply chain management system, 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) Reasons and/or grounds for the appeal
   ii) The way in which the appellants rights have been affected
   iii) Remedy sought by appellant

Appeals must be submitted in writing to the Manager: Statutory Compliance (Compliance and Auxiliary Services: Legal Services), 20th Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town or posted by registered post to Private Bag X9181, Cape Town, 8000 or via fax at: 086 202 9981 or 021 400 5830.

F.3.13.4 **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**

Clauses F.3.13.2 and F.3.13.3 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.

a) All legal process and pleadings must be served on the Administrative Manager (Compliance and Auxiliary Services: Legal Services), 20th Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town.

b) All requests in terms of PAJA and PAIA must be submitted in writing to the Manager: Statutory Compliance (Compliance and Auxiliary Services: Legal Services), 20th Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town, or faxed to (021) 400 5830 or 086 202 9981, by e-mail to access2info.act@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.

Replace sub-clause F.3.16.2 with the following:

F.3.16.2 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, 2003 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:

a) 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.
b) visited the site of any proposed works.
c) 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.
d) 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:

a) 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);
b) the returnable document is not completed in non-erasable handwritten, or printed, ink or toner;
c) the Form of Offer and Acceptance has not been signed with an original signature;
d) the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable;
e) 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 the 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 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.

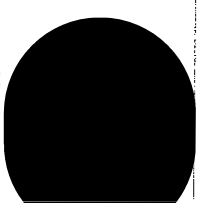
F.2.14 Information and data to be completed in all respects

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 Arithmetical 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.l 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	$A = (1 + \frac{(P - Pm)}{Pm})$	$A = P/Pm$
2	Lowest price or percentage commission/ fee	$A = (1 - \frac{(P - Pm)}{Pm})$	$A = Pm/P$
[a] Pm 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 tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers 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 sub criteria 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:

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

where: S_O 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

		Pages
T2.1	List of Returnable Documents	29
T2.2	Returnable Schedules	30 – 54

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 ..... 30 – 32
2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION ..... 33 – 34
3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES 35
4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES 36
5: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER 37
6: CONFIRMATION OF CCT SUPPLIER DATABASE REGISTRATION 38
7: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE 39
8: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER 40
9: KEY PERSONNEL 41
10: SUPPORT RESOURCES 42
11: PROFESSIONAL INDEMNITY INSURANCE 43
12: TRACK RECORD 44
13: PROPOSED WORK PLAN 45
14: ISO 9001: 2008 CERTIFICATION 46
15: OTHER CRITERIA 47

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) 48
17: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN 49
18: RECORD OF ADDENDA TO TENDER DOCUMENTS 50

4. Other documents that will be incorporated into the contract

19: PREFERENCING SCHEDULE (where preferences are granted in respect of B-BBEE contribution) ..... 51 – 54

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.

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 102C/2016/17

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

T2.2 Returnable Schedules

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 102C/2016/17

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

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 enterpris[redacted] . . .

Physical address of enterpri[redacted] . .
(LOCAL OFFICE) . .

Section 2: VAT registration number, if any[redacted]

Section 2a: National Treasury Central Supp[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*
	N/A	

* 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 numb[redacted] . . . . . .

Close corporation number . . . . . .

Tax reference number . . . [redacted] . . . . . .

Section 6: Record of service

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

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

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
			N/A	

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

Name of 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
[redacted]				

*insert separate page if necessary

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

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

SIGNED ON BEHALF OF TENDERER: [redacted] .....

[redacted]

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 102C/2016/17

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

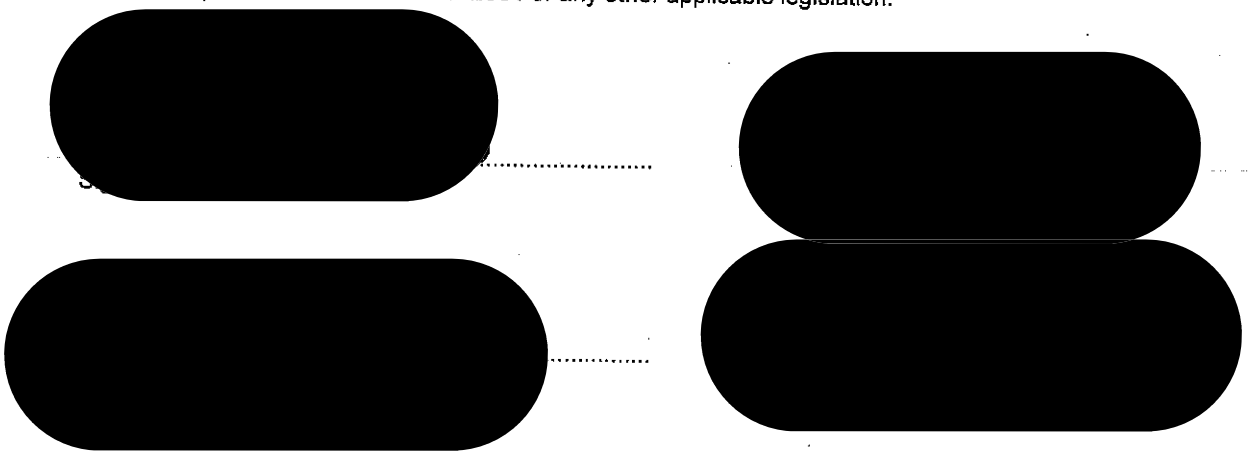
I, the undersigned, in submitting this tender for Contract No. **102C/2016/17: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN**
in response to the invit[redacted] following
statements that I ca[redacted]

I certify, on behal[redacted] that:

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 consortium[1] 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.



CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 102C/2016/17

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

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

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 102C/2016/17

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

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 *audi alteram partem* 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		

[redacted], the undersigned,
(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.

[redacted]

.....

.....

Position

[redacted]

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.

[redacted]

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 102C/2016/17

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

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.: 102C/2016/17: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR IN[redacted]E CITY OF CAPE TOWN

NAME OF THE TENDERE[redacted]

FURTHER DETAILS OF THE T[redacted]

[redacted]rer	[redacted]
[redacted]	[redacted]

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

Name of Director / [redacted]	Identity Number	Physical **residential** address of [redacted]	Municipal
[redacted]			

I/we [redacted] 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 [redacted]days or 3 (three) months.

[redacted]

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

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 102C/2016/17

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

SCHEDULE 6: CONFIRMATION OF CCT SUPPLIER DATABASE REGISTRATION

CoCT SUPPLIER DATABASE REGISTRATION		
COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE
[redacted]		

SIGNED ON BEHALF OF TENDERER: ..... [redacted] .....

[redacted]

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

SUPPLIER MANAGEMENT

[redacted]

F: +27 [redacted] 86 546 1881
E: supplier.mana[redacted]town.gov.za

[redacted]

Supplier Registration Detail

Supplier number: 1919

Dear Supplier

The following details were received per your documentation, please verify all information/attributes and submit to the Supplier Management Office on Fax land line: 021 400 2018; or E-mail to Supplier.Management@capetown.gov.za or Fax to Email 086 546 1881.

Please make use of the blocks provided below, if the details on the left are incorrect or incomplete.

General Details:

Company Registration N[redacted]

Company Trading Nam[redacted]

Company Registration Numb[redacted]

Contact Details:

Sales Person:

Telephone Number:

Cell Phone Number:

Fax Number:

Email Address:

Preferred Method of Communication: E-Mail

CERTIFIED A TRUE COPY OF THE ORIGINAL

[redacted]

Control Details:

Vat Registration Number: [redacted]

Correspondence with your company:

Accounting Clerk: [redacted]

Telephone Number:

Email Address:

Fax Number:

Payment and Banking Information:

Bank Name: [redacted]

Branch Code:

Account Number:

Account Holder:

Account Type:

Characteristics:

ID Number [redacted]

BBBEE Level

BBBEE Expiry Date

BBBEE Certificate Nu

BBBEE Certificate Issue

Black Equity Ownership 28.00

Black Women Equity Ownership 18.66

Type of Industry Qualifying Small Enterprise

EME Verifier Name

EME Verifier Registration No

Disability Ownership No

Disability Certificate Number

Disability Expiry Date

Community Supplier No

Subcouncil & Ward To Be Advised

Industry Key Professional engineering serv

Industry Key Project management

Industry Key Industrial management

Industry Key Business and corporate man

CERTIFIED A TRUE COPY OF THE ORIGINAL

[redacted]

Industry Key	Corporate objec/policy develop
Construction Ind Dev Board	No
CIDB Expiry Date	
Dep of Agriculture Certified	No
Tax Clearance Certified	Yes
Tax Clearance Expiry Date	
Tax Clearance Certificate N	
Sec Ind RegulationsAct Applie	
SecIndRegAct Certificate No.	
SecIndRegAct Cert Expiry Date	
Occ Health & Safety Act	No
Occ Health & Safety Cert No.	
Occ Health & Safety Exp Date	
COIDA Certified	Yes
COIDA Certificate Number	
COIDA Certificate Expiry Dat	
Labour Broker Tax	No
LabourBroker Tax Cert Exp Date	
Labour Broker Tax Cert Number	
PDP Public Drivers Permit	No
PDP Expiry Date	
PDP Number	
Declaration Received	Yes
State Interest	No
Staff Interest	No
Declaration Received On	
Consulting Services	No
Consultancy List	
Non Profit Organisation	N
Non Government Organisation	N
Public Benefit Organisation	
Restricted Supplier	No
Expiry Date of Restriction	
AG Acceptable	

CERTIFIED A TRUE COPY OF THE ORIGINAL

I herewith confirm that the above information is correct.

Compa[redacted]lame	Supplier No
CSM C[redacted]RVICES (PTY) LTD	1919

Print Name: _____ Signature: _____ Date: _____

Thanking you

Director: Supply Chain Management

CERTIFIED A TRUE COPY OF THE ORIGINAL

[redacted]

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 102C/2016/17

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

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
* Please Refer to Attached document				

SIGNED ON BEHALF OF TENDERER: [redacted]

SCHEDULE 7: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

PROJ[redacted]NATURE

Project Name	Contract Description	Disciplines Involved									Location	Client	Contact Person	Email Address	Contact Number	Total Estimated Building Cost ZAR (excluding VAT)	Date Started	Completion	Organs of State
		Project Management	Structural Engineering	Civil Engineering	Quantity Surveying	Electrical/Electronic Engineering	Construction Monitoring	Architect	Mechanical Engineering	Property Management									
[redacted]																R			
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SCHEDULE 7: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

PROJECTS SIMILAR IN NATURE

Project Name	Contract Description	Disciplines Involved									Location	Client	Contact Person	Email Address	Contact Number	Total Estimated Building Cost ZAR (excluding VAT)	Date Started	Completion	Organs of State
		Project Management	Structural Engineering	Civil Engineering	Quantity Surveying	Electrical/Electronic Engineering	Construction Monitoring	Architect	Mechanical Engineering	Property Management									
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SCHEDULE 7: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

PROJECTS SIMILAR IN NATURE

Project Name	Contract Description	Disciplines Involved									Location	Client	Contact Person	Email Address	Contact Number	Total Estimated Building Cost ZAR (excluding VAT)	Date Started	Completion	Organs of State
		Project Management	Structural Engineering	Civil Engineering	Quantity Surveying	Electrical/Electronic Engineering	Construction Monitoring	Architect	Mechanical Engineering	Property Management									
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SCHEDULE 7: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

PROJECTS SIMILAR IN NATURE

Project Name	Contract Description	Disciplines Involved									Location	Client	Contact Person	Email Address	Contact Number	Total Estimated Building Cost ZAR (excluding VAT)	Date Started	Completion	Organs of State
		Project Management	Structural Engineering	Civil Engineering	Quantity Surveying	Electrical/Electronic Engineering	Construction Monitoring	Architect	Mechanical Engineering	Property Management									
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SCHEDULE 7: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

PROJECTS SIMILAR IN NATURE

Project Name	Contract Description	Disciplines Involved									Location	Client	Contact Person	Email Address	Contact Number	Total Estimated Building Cost ZAR (excluding VAT)	Date Started	Completion	Organs of State
		Project Management	Structural Engineering	Civil Engineering	Quantity Surveying	Electrical/Electronic Engineering	Construction Monitoring	Architect	Mechanical Engineering	Property Management									
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SCHEDULE 7: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

PROJECTS SIMILAR IN NATURE

Project Name	Contract Description	Disciplines involved									Location	Client	Contact Person	Email Address	Contact Number	Total Estimated Building Cost ZAR (excluding VAT)	Date Started	Completion	Organs of State
		Project Management	Structural Engineering	Civil Engineering	Quantity Surveying	Electrical/Electronic Engineering	Construction Monitoring	Architect	Mechanical Engineering	Property Management									
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CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 102C/2016/17

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

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: .....

[redacted]

CURRICULUM VITAE

Name	:	[redacted]
Profession	:	
Date of Birth	:	
Years of Experience	:	

MEMBERSHIP OF PROFESSIONAL SOCIETIES

- [redacted]
- [redacted]

CAREER [redacted]RY

Keega[redacted]s a registered professional construction project manager with the South African [redacted]Construction Project Managers and holds a degree and diploma in civil engineerin[redacted]

He is experienced in leading multi-disciplinary professional teams, clients, government departments and stakeholders through the entire project life-cycle to ensure compliance and industry related best practice.

He is a full member of Project Management South Africa responsible for advancing professional project management in South Africa. He holds voluntary membership as an individual affiliate of the South Africa Housing Foundation and he is a member of the Institute of Municipal Engineering of South Africa.

DIRECTIONS OF SPECIALISATION

- Human Settlement developments via Government programmes
- Residential developments, Lifestyle estates and Golf estates
- Multi-Purpose Centres, Offices and Recreational Facilities
- Affordable Housing projects and Apartment buildings
- Major Earthworks, Roadwork and Infrastructure developments
- EPWP labour intensive projects and Community management
- National Priority Projects for Department of Human Settlements and Department of Public Works Prestige projects
- Residential developments for Mining Houses

EXPERIENCE RE[redacted]

[2005 – Date] [redacted] ng Services (Pty) Ltd

Project related [redacted] responsibilities include but are not limited to client liaison, contracting, business plans, feasibility studies, development proposals, project plan development and execution, WBS, project reporting, professional construction and engineering project management, budgeting, forecasting and cash flow projections, risk management, resource management, procurement management, quality management, systems administration, communication management, stakeholder management, contract administration, design input, engineering specification and design, scheduling of delivery timelines, dispute resolutions, final accounts, certification of completed works, housing policy and programme development and implementation in accordance with the National Housing Code, National Building Regulations, new Construction Regulations, PPP arrangements, NHBRC, OH&S Act, CIDB, EPWP, and Environmental compliance, etc.

SIGNIFICANT PROJECTS

- Drommedaris 1407 National Priority Project for the National Department of Human Settlements constructing 1407 free standing and semi-detached two bedroom single storey and double storey houses of various typologies, Drakenstein Municipality.

  Position Held: Project Leader; Project Value: R 132 000 000

- Deelkraal CRU & FLISP development near the Kusasalethu Mine creating 1000 properties to let or sell in a PPP arrangement between Harmony Gold Mining Company, Merafong City Municipality and Gauteng Province DoHS.

  Positi[redacted]ject Leader; Project Value: R 580 000 000

- Asaz[redacted]ISP & IRDP housing project, responsible for project management and [redacted]ervices for the construction of 1143 serviced sites and 733 BNG top str[redacted]ossel Bay Municipality.

  Position Held: Project Leader; Project Value: R 155 000 000

- Kathu Housing CRU development for Anglo American Kumba Iron Ore consisting of 104 one, two and three bedroom apartments in multi-storey apartment clusters with related civil and electrical infrastructure.

  Position Held: Project Manager; Project Value: R 90 000 000

- Dingleton Pre-Feasibility study and housing solution for Anglo American Kumba Iron Ore. A detailed pre-feasibility aligned with international mining standards to produce a total housing solution aligned with government housing programmes for the resettlement of the town of Dingleton to the town of Kathu in the Northern Cape.

  Position Held: Project Le[redacted]t Value: R 1 330 000

- Herbertsdale USDG ho[redacted]roject management and engineering services for the construction of [redacted]sites and 154 BNG top structures, Mossel Bay Municipality.

  Position Held: Project Leader; Project Value: R 24 200 000

- AngloGold Ashanti Mponeng Mine, Ntshonalanga Residential Development feasibility study to convert existing hostels into 201 lettable CRU apartments in a PPP.

  Position Held: Project Leader; Project Value: R 1 888 800

- Harmony 3 CRU & FLISP development proposals and feasibility stu[redacted] 600 properties to let or sell in a PPP arrangement opportunity between Harmony Gold Mining Company, Matjhabeng Local Authority and Free State Province DoHS.

  Position Held: Project Manager; Project Value: R 155 000 000

- Drommedaris housing development project management and civil engineering services for the provision of bulk infrastructure and internal civil infrastructure for an IRDP project consisting of 1588 erven, Drakenstein Municipality, Paarl.

  Position Held: Project Leader; Project Value: R 37 000 000

- Fochville GAP housing development investigation and proposal for AngloGold Ashanti to design and manage the construction of single- and double storey, two bedroom and three bedroom houses, complete with related infrastructure and landscaping in Merafong City, Gauteng Province.

  [redacted]d: Project Leader; Project Value: est. R 32 375 000

- [redacted]U development in Mbekweni Paarl concept development stage and [redacted]ompleted for the construction of 736 one, two and three bedroom ap[redacted]nts, Drakenstein Municipality, Western Cape.

  Position Held: Project Leader; Project Value: R 235 500 000

- Drommedaris 181 Enhanced PHP housing development constructing 181 single storey free standing two bedroom BNG houses, Drakenstein Municipality, Paarl.

  Position Held: Project Leader; Project Value: R 15 950 000

- Paarl-East Thusong Service centre with a 2 200m² floor space project managed and engineered to produce a centre housing offices for SASSA, the Department of Home Affairs, offices for life skills education, workshop and training centre, indoor hall and sports centre, light industrial kitchen to cater for functions, HVAC systems, fire protection, landscaped gardens, security guardhouse, electrical compliance & ICT.

  Position Held: Project Leader; Project Value: R 17 400 000

- Seesig CRU development in De'Almeida Mossel Bay from inception to tender stage for the future provision of 80 one-, two- and three bedroom apartments, Mossel Bay Municipality.

  Position Held: Project Leader; Project Value: R 24 000 000

- Phola Park UISP housing development feasibility, planning and design development for a development which currently accommodates more than 700 households in Gugulethu, City of Cape Town Municipality.

  Position Held: Project Leader; Project Value: R 12 260 000

- Transnet Langa existing hostels redevelopment and infill development of new apartment buildings on appointment from the Western Cape Provincial Government DoHS to assist the courts with an ongoing eviction battle between the City of Cape Town, Transnet and the Ikwezi Residents Committee residing in existing buildings in Langa. The development proposal made provision for the design and construction of 1511 one-, two- and three bedroom CRU apartments and BNG subsidized government houses, Provincial Government Western Cape DoHS.

  Position Held: Project Leader; Project Value: R 315 000 000

- Emergency Housing Project consisting of bulk inf[redacted]nternal infrastructure and temporary structures on the northern portion [redacted]plete feasibility and preliminary designs for 1166 serviced emergency [redacted] formal housing sites for families living within floodlines, underneath ESKO[redacted]oltage power lines and within Transnet servitudes, Mbekweni, Drakenstein Municipality.

  Position Held: Project Leader; Project Value: R 58 100 000

- Kwazubane Rural Housing implementing agent, project manager and civil engineer responsible for a 1000 site development for infrastructure and houses in a tri-party agreement between Maphumulo Municipality, CSM and KZN DoHS.

  Position Held: Project Leader; Project Value: R 75 000 000

- Housing Scheme 59 Phases 4 to 7 project management and civil engineering services for the design and construction of civil infrastructure for 975 serviced sites as part of a government subsidized housing development in Fairylands and Zakazwana for Drakenstein Municipality.

  Position Held: Project Leader; Project Value: R 22 000 000

- Housing Scheme 59 Phases 4 to 7 project management and engineering services for the construction of 975 BNG top structures in accordance with the Peoples Housing Process housing programme and additional enhancements via financial contributions from Nail Mellon Township Trust out of Ireland for Drakenstein Municipality.

  Position Held: Project Leader; Project Value: R 65 000 000

- NCOP Parliamentary Complex structural and civil engineering services for Department of Public Works prestige portfolio renovation to heritage NCOP parliament building.

  Position Held: Project Leader; Project Value: R 75 037 000

- Robertson, Ashton and Montagu housing projects managed via the Peoples Housing Process programme of the National Housing code for the Breede River Winelands Municipality providing 280 serviced erven and construction of subsidised houses.

  Position Held: Project Leader; Project Value: R 22 400 000

- Transnet Emergency Housing Project feasibility studies, preliminary design and cost reports, complete with provision for bulk infrastructure, internal infrastruc[redacted] temporary structures to relocate 350 families from Transnet properties [redacted] sites with basic civil infrastructure and temporary structures to a portion [redacted] zoned for light industrial in Drakenstein Municipality.

  Position Held: Project Leader; Project Value: R 11 200 000

- Helderstroom Prison repair of civil infrastructure on behalf of the Department of Public Works, status quo reports compiled, sketch plan approval, drafting of tender documents and development budgets & cash flows.

  Position Held: Project Leader; Project Value: R 36 810 000

- ACSA George Airport extension to departure lounges with associated electrical, civil and mechanical installations for Air Ports Company South Africa, George.

  Position Held: Project Manager; Project Value: R 4 000 000

- Malmesb[redacted]nstruction of a new hospitality school consisti[redacted]ustrial and home[redacted] kitchens/classrooms, cold & freezer rooms, store rooms, ablutions, ad[redacted]ation building, ICT, with related civil, electrical and mechanical infrastructure as part of a FET college extension for West Coast College.

  Posi[redacted]ject Leader; Project Value: R 11 000 000

- Vre[redacted]us construction of a new double storey building, consisting of 6 class[redacted], male and female ablutions and a large retaining structure with related [redacted]and electrical infrastructure as part of a FET college extension for West Coast College.

  Position Held: Project Leader; Project Value: R 8 000 000

- Diaz Museum Mossel Bay alterations, upgrades and repair to the existing heritage site maritime museum, granary museum and shell museum, requiring roof replacement, new mechanical installations and related civil/electrical infrastructure installations on behalf of the Department of Public Works.

  Position Held: Project Leader; Project Value: R 3 900 000

- Helderstroom Prison repair of housing accommodation, offices and ancillary buildings on behalf of the Department of Public Works.

  Position Held: Project Leader; Project Value: R 83 300 000

- Helderstroom Prison repair of medium and maximum prison, offices and internal infrastructure on behalf of the Department of Public Works.

  Position Held: Project Leader; Project Value: R 80 200 000

- ESKOM Western Operating units' environmental, civil and structural compliance investigation and reporting of 25 CNC sites in the Western Cape.

  Positi[redacted]ject Leader; Project Value: R 338 000

- Mful[redacted] engineering services for the construction of a new primary school for th[redacted] of Education on appointment by the Department of Public Works.

  Position [redacted]. Project Engineer; Project Value: R 3 320 800

[1996 – 20[redacted]gineering & Architecture

Responsibilitie[redacted] senior engineering technologist and project manager included design of the civil infrastructure for residential developments, geometric road design for municipal roads, water network designs for township services, stormwater drainage and hydrology design for regional and municipal roads, engineering contract administration, quality control and management, certification of works, surveys, traffic impact assessments, technical reports and funding applications to government, project management of built environment projects, project and programme planning, subsidy administration and housing project packaging, contract documentation, development and construction estimates, Autocad (WaterMate, SewerMate & RoadMate) design with add-ons, 3D layer works design and engineering report writing.

SIGNIFICANT PROJECTS

- George Municipality 5 Year Housing Plan for the period 2004 to 2008 responsible for the compilation of the technical engineering report via analysis of both quantitative and qualitative data. A strategy was developed for the implementation of critical housing development over a 5 year period within George Municipality.

  Position Held: Project Engineer; Project Value: R 1 250 000

- Mossel Bay Municipality 5 Year Housing Plan for the period 2004 to 2008, responsible for the compilation of the technical engineering report via analysis of both quantitative and qualitative data. A strategy was developed for the implementation of critical housing development over a 5 year period within George Municipality.

  Position Held: Project Engineer; Project Value: R 1 150 000

- Kayamandi Hostels Phase 5 responsibilities included the design of civil engineering services, site supervision, contract administration, contract documentation, technical report writing, tender evaluation and detail construction drawing compilation on Autocad for 311 new duplex family units, Stellenbosch Municipality.

  Position Held: Project Engineer; Project Value: R 14 750 000

- Cloetesville Steps high density housing development civil engineering design and top structure construction monitoring for a high density subsidized housing development consisting of 190 serviced erven and duplex walk-ups on behalf of the developer, Stellenbosch Municipality.

  Position Held: Project Engineer; Project Value: R 9 120 000

- Redbrick hostels responsibilities included the design of civil engineering services, site supervision, contract administration, contract documentation, technical report writing, tender evaluation and detail construction drawing compilation, Kayamandi Stellenbosch Municipality.

  Position Held: Project Engineer; Project Value: R 7 200 000

- Mitchells Plain urban renewal project developing 2000 sites to be serviced within the 2003/2004 government housing programme for the City of Cape Town.

  Position Held: Project Leader; Project Value: R 18 800 000

- La Cotte Hotel Franschoek engineer and project manager responsible for new parking area, traffic impact assessment and pedestrian walkways to ensure compliance with the Department of Transport and Stellenbosch Municipality during hotel upgrade.

  Position Held: Project Leader; Project Value: R 2 700 000

- Cloetesville Steps & Orlean Lounge Housing Project rresponsibilities included the design of civil engineering services, site supervision, contract administration, contract documentation, technical report writing, tender evaluation and detail construction drawing compilation for 223 serviced erven and top structures, Stellenbosch Municipality.

  Position Held: Project Engineer; Project Value: R 9 120 000

- Lanquedoc Wine Estate between Stellenbosch and Franschoek geometric design, upgrade of the main intersection complete with signage and road markings to comply with the Department of Transport and Road standards, complete with contract documentation, tender and proc[redacted] part-time construction supervision and certification of works.
- Private development planning f[redacted]merset West, completed traffic counts and compiled a Traffic Impact As[redacted]
- United States based company Sonangol, Headquarter Office Building [redacted] underground parking traffic movements and turning circles design on behal[redacted] Africa design team in Cape Town.
- Private development planning for Delta Meer development Franschoek, comple[redacted] traffic counts and assisted in the compilation of a Traffic Impact Assess[redacted]
- Akarana Wine and Lifestyle Estate resident engineer responsible [redacted] part time supervision and certification of all the construction works by C[redacted]n.
- Imhoff's Gift Upmarket Residential Development geometric road de[redacted]tocad designs for the private residential development, Blaauwberg, Western Cape.
- Mahali Vineyards private development near Riebeeck Kasteel in the Boland, responsible for civil infra[redacted]esign and package plant research to determine development cost by dr[redacted]'s and specifications for feasibility purposes on behalf of the land owne[redacted]
- Big Bay [redacted]ket Resid[redacted]lopment Bla[redacted]tern Cape, responsible for civ[redacted]re Autocad designs as part of[redacted]n team.
- Erf 1[redacted] private Upmarket Residentia[redacted]nt (34 sites), survey of site, c[redacted] layout, complete with infrastructure design and costing for new proposed [redacted]lopment in Worcester.
- Idutywa to Engcobo major rural road upgrade in a Joint Venture with a BEE engineering company for a 32km stretch of road, responsibilities included the design of the stormwater management system for the first 16km of new road, compilation of detail construction drawings, design of concrete culverts and cattle creeps, and design of all drainage structures and drawing up of drainage schedules. Further responsibilities included reviewing all our Joint Venture partners hydrology designs, analysing the borrow pits at the quarries and compiling mining plans, setting up a Quality Management System for the project which complied to ISO 9001 standards, tender analysis, compilation of the tender report to Department of Transport Eastern Cape Province, quantification of all designs, contract documentation and project administration.

  Position Held: Transportation Engineer; Project Value: R 135 000 000

- Cala to Elliot major rural road upgrade 21km surfaced carriageway, responsibilities included quantification of designs, contract documentation compilation, Autocad design work, tender evaluation and report, construction drawings compilation for the Department of Transport Eastern Cape Province.

  Position Held: Transportation Engineer; Project Value: R 86 000 000

- Peddie Rapid Land Release Housing Project responsibilities included the design of civil engineering services, contract administration, contract documentation, technical report writing, tender evaluation and detail construction drawing compilation for 1420 erven, Power Developments and Eastern Cape Department of Housing.

  Position Held: Design Engineer; Project Value: R 13 100 000

- Cala Extension 15 Rapid Land Release Housing Project responsibilities included the design of civil engineering services, contract administration, contract documentation, technical report writing, tender evaluation and detail construction drawing compilation for 1070 erven, Power Developments & Eastern Cape Department of Housing.

  Position Held: Design Engineer; Project Value: R 9 850 000

- Cala Extension 13 and Extension 14 Rapid Land Release Housing Project responsibilities included the design of civil engineering services, contract administration, contract documentation, technical report writing, tender evaluation and detail construction drawing compilation for 627 erven, Power Developments & Eastern Cape Department of Housing.

  Position Held: Design Engineer; Project Value: R 5 775 000

- Maclear Rapid Land Release Housing Project responsibilities included the design of civil engineering services, contract administration, contract documentation, technical report writing, tender evaluation and detail construction drawing compilation for 665 erven, Power Developments & Eastern Cape Department of Housing.

  Position Held: Design Engineer; Project Value: R 6 100 000

- Arabella Western Cape Hotel & Spa near Kleinmond, part time construction supervision and contract administration of civil- and structural infr[redacted]for the prestige development, consisting of 250 residential stands, champ[redacted]ourse and 5 Star hotel with conference facilities for the Arabella South [redacted](Pty) Ltd a wholly owned subsidiary of the Schorghuber Corporate Grou[redacted]unich Germany.

- Boschenmeer Golf and Country Estate full time engineers representative duties during the construction of bulk and internal civil infrastructure and buildings on and around the 27 hole championship golf course and clubhouse facilities developed by Syfin Properties.

  Position Held: Resident Engineer; Project Value: R 40 000 000

- Hermanus Hawston & Mount Pleasant housing developments project manager and engineer responsible for a project generating 700 serviced erven and subsidized government houses on appointment from Overstrand Municipality.

  Position Held: Project Leader; Project Value: R 14 210 000

- Hermanus Zwelihle hostels re-development of 270 bedrooms with new infill's, Responsibilities included site supervision, contract administration, contract documentation, client liaison, community social facilitation, subsidy administration & marketing and project management, Overstrand Municipality.

  Position Held: Project Leader; Project Value: R 4 026 000

- Newton Housing Development Wellington civil infrastructure development for 303 erven taking responsibility as engineer's representative for construction monitoring and contract administration, Drakenstein Municipality.

  Position Held: Resident Engineer; Project Value: R 3 905 000

- Weltevreden Housing Development Wellington civil infrastructure development in three phases for 1068 erven taking responsibility as engineer's representative for construction monitoring and contract administration, Drakenstein Municipality.

  Position Held: Resident Engineer; Project Value: R 15 000 000

QUALIFICATIONS

- B. Tech (Civil), Cape Technikon, South Africa, 2004
- ND Civil Engineering, Cape Technikon, South Africa, 2000

COURSES OF NOTE

- Construction Regula[redacted]ate cou[redacted]
- Energy Usage in Build[redacted] 104000 XA[redacted]015
- CPD on Demand online course prepared for ECSA & SACPCMP[redacted]
- FIDIC, NEC3,GCC 2010 & JBCC 6th edition Contract Suites[redacted]
- Green Technology for Sustainable Human Settleme[redacted]
- Property Development certificate, Univers[redacted]
- School of Technology, NQF 7 LIC train[redacted]
- JBCC Series 2000 4th edition, 2009
- PMSA Conference at KPMG, Lead, Motivat[redacted]
- SAACE Engineering Construction and Contr[redacted]
- SAICE Kaytech Geosynthetics training lectu[redacted]
- Corporate Business Management, Mana[redacted]
- IMESA Conference, Water & San[redacted]
- Time Management & Del[redacted]
- SAICE, Handling Pro[redacted]
- CESA Contract Law,[redacted]
- Certificate in Advanced [redacted]
- SAICE GCC 2004 First Edition course,[redacted]
- SAACE Business finance for non-financia[redacted]
- National Construction regulations & changes to the C[redacted]

- Autocad design suite certificat[redacted]
- Concrete Technology [redacted]
- Eastern Cape Depa[redacted]le lanes and pedestrian walkways[redacted]
- UCT Technical report wi[redacted]

PUBLICATIONS & SPECIALISED PAPERS

- SALGA newsletter, Housing development
- SAHF newsletter, Housing development
- IMESA magazine, Engineering services related to Housing development
- Die Burger, Cape Argus & Paarl Post, article publications relating to housing developments

LANGUAGES

- [redacted]
- [redacted]

REFERENCES

- [redacted]
- [redacted]
- [redacted]

Engineering Council of South Africa

This is to certify that [redacted]

is registered as [redacted] *Technologist*

Date [redacted]

Registration Number [redacted]

[redacted]

[redacted]

President

[redacted]

[redacted]

[redacted]

IN TERMS OF SECTION 18.(1)(a) OF THE PROJECT AND CONSTRUCTION MANAGEMENT PROFESSIONS ACT(ACT NO. 48 OF 2000)

REGI[redacted]UMBER

[redacted]9

This certificate remains the property of th[redacted]and is subject to verification with the Council
The Council may cancel the registration of a registered person in terms of section 20.(1)(a) of Act(Act No 48 of 2000)

22-06-2009

DATE OF FIRST REGISTRATION

0[redacted]

EXPIRY DATE

[redacted]

CAPE TECHNIKON

the degree
baccalaureus technologiae

ENGINEERING: CIVIL

is awarded to

[redacted]

date of birth

[redacted]

[redacted]

[redacted]

[redacted]

Issued with the approval of the Certification Council for Technikon Education (SCOTCE) in terms of section 9 of the Certification Council for Technikon Education Act, 1986 (Act 39 of 1986).

[redacted]

CURRICULUM VITAE

Full Name	:	[redacted]
Profession	:	
Date of Birth	:	
Years of Experience	:	

MEMBERSHIP OF PROFESSIONAL SOCIETIES

- ECSA: Professional Engineer: Engineering Council of Sou
- IMESA: Member: Institute of Municipal Engineering of Southe
- SAICE: Member: South African Institute of Civil Engineering

CA[redacted]MARY

Ch[redacted]s a Professional engineer with over 42 years' experience in the design and cons[redacted] civil municipal infrastructure. His experience covers the design and construction of bulk water supply schemes, sewer and water distribution networks, storm water management systems, roads, dams, irrigation schemes, reservoirs and pump stations, He also has experience in the master planning of water and sewer networks and in the drafting and submission of technical reports and feasibility studies for bulk services for new developments. He has done work for various clients including state departments, local government, farmers and private developers.

DIRECTIONS OF SPECIALIZATION

- Water Resource Planning, Bulk Water & Irrigation
- Project Management
- Design of Infrastructure
- Contract Administration.
- Human Settlement Developments via Government Housing Programmes

EXPERIENCE RECORD

[redacted]

- Contract Value: [redacted]000.00
- Location: Virgi[redacted]
- Responsibility: [redacted]er
- Project Summary: Conversion of Merriespruit 3 Mine Hostel into 448 Community Rental Units

[redacted]

- Responsibility: Project Leader
- Project Summary: Conversion of Nyala Mine Hostel into single rooms in accordance with the amended Mining Charter.

[redacted]

- Responsibility: Project Leader
- Project Summary: Upgrading of existing hostel to allow one bedroom per person. - Commonly known as the Hostel Privacy project

[redacted]

- Responsibility: Project Leader
- Project Summary: Renovation and expansion of Government owned residential rental stock in Welkom

[redacted]

[redacted]

- Location: Cape Town, Western Cape
- Responsible for Study Lead
- Project Summary: Feasibility study for the provision of an ultimate 3 x 150 Ml/day reverse osmosis sea water desalination study for the City of Cape Town.

[redacted]

- Responsible for Design Lead: Bulk Infrastructure;
- Project Summary: Design and contract administration of the provision of a 25,5 Ml/day sea water desalination plant for the West Coast District Municipality at [redacted]

[redacted]

- Responsible for Contract Management;
- Project Summary: Addition of aeration and settling facilities to the existing direct filtration plant

[redacted]

- Location: Worcester, Western Cape;
- Project leader for the engineering services;
- Project Summary: Satellite campus for medical faculty. Provision of civil engineering services, roads and parking areas for rural school.

[redacted]

- Responsible for design and contract management;
- Project Summary: Gravity supply line pump station, 60 ha dam and 40 ha irrigation system.

[redacted]

- Responsible for Contract Management;
- Project Summary: the project entails the construction of an 8 Ml reservoir at Malmesbury and a booster pump station at Zwavelberg, Riebeek West.

[redacted]

- Responsible for design and contract Management;
- Project Summary: Bulk water Supply.

[redacted]

- Responsible for Contract Management;
- Project Summary: Construction of Reservoir.

[redacted]

- Responsible for Feasibility Investigation;
- Project Summary: Construction of a new 12 km long 400 mm diameter bulk waterline from an extraction point in the Klein Berg River to Tulbagh Raw Water Reservoir.

[redacted]

- Project Leader of the feasibility study;
- Project Summary: Study to determine the current situation of water demand versus supply, and to identify options for water sources to serve the West Coast District Municipality.

[redacted]

- Responsible for contract Management;
- Project Summary: Construction of new 2,000 m^2 assembly facility with four new private siding railway lines to service existing facilities. This was a multi-disciplinary project inclusive of mechanical, electrical, civil and structural services.

[redacted]

- Location: Johannesburg, Gauteng;
- Responsible for being the liaison between design team and client;
- Project Summary: Re-design of municipality services around the underground section, including Park, Sandton and Rosebank underground stations and parking garages as well as the Marlboro portal structure and emergency shafts.

[redacted]

- Responsible for Master planning, project management including a feasibility study, design of the services, tender/contract documentation, construction supervision, contract management and negotiations regarding way-leaves;
- Project Summary: A master plan followed by the phased construction of the irrigation development of 2,500 ha, with a 1 m^3/s pump station and 900 mm diameter rising main.

2 [redacted]

- Location: Strategic Documents, Country-Wide;
- Project leader and responsible for data acquisition;
- Project Summary: Compilation of asset register and asset management plans of all the infrastructure assets of the Department of Water Affairs and Forestry. JV with 3 other companies with KV3 primarily responsible for field work.

[redacted]

- Project Manager responsible for overseeing the planning of bulk services, technical inputs to the Town Planners, design, contract documentation, tender adjudication, liaison with the client and the local authority;
- Project Summary: The construction of 910 residential stands, 2 schools, 4 church sites, and commercial development with 8 km internal streets including water and sewage reticulation pipelines.

[redacted]

- Project Manager responsible for overseeing the planning of bulk services, technical inputs to the Town Planners, design, contract documentation, tender adjudication, liaison with the client and the local authority;
- Project Summary: The construction of 910 residential stands, 2 schools, 4 church sites, and commercial development with 8 km internal streets including water and sewage reticulation pipelines.

[redacted]

- Project Manager responsible for overseeing the planning of bulk services, technical inputs to the Town Planners, design, contract documentation, tender adjudication, liaison with the client and the local authority;
- Project Summary: The construction of 910 residential stands, 2 schools, 4 church sites, and commercial development with 8 km internal streets including water and sewage reticulation pipelines.

[redacted]

- Project Manager responsible for overseeing the planning of bulk services, technical inputs to the Town Planners, design, contract documentation, tender adjudication, liaison with the client and the local authority;
- Project Summary: The construction of 910 residential stands, 2 schools, 4 church sites, and commercial development with 8 km internal streets including water and sewage reticulation pipelines.

[redacted]

- Responsible for project management including planning, feasibility study, liaison with Government authorities, detailed design, tender and contract documentation, construction supervision and contract administration;
- Project Summary: Construction of an irrigation scheme consisting of two borehole pump sets (95 l/s @ 200 m head), a 1 Ml reservoir and 15,7 km rising mains of [redacted] dia to 150 mm dia)

[redacted]

- Responsible for analysis of development potential, estimation of expected future water demand regarding demographic distribution, geography and regional topography, determination of reservoir sites, pipeline route and sizes;
- Project Summary: Investigatory study for the development of a water supply master plan for the West Coast area, covering 18 local authorities over an area of 770 km^2 with pipeline sizes varying from 1,400 mm to 150 mm diameter.

[redacted]

- Project Summary: Conversion of same sex multi-occupancy rooms to family units

[redacted]

COURSES OF NOTE

- Contract comparison: FIDIC,GCC,JBCC, NE[redacted]
- Water Resour[redacted]
- Construction[redacted] Institute of Civil Enginee[redacted]
- Water Law in Sou[redacted]
- Project Management: Continuing Education at University of Pret[redacted]

LANG[redacted]:

REFERENCES:

[redacted]

Engineering Council of South Africa

This is to certify that

[redacted]

is registered as

in terms of the Engineering Profession of South Africa Act, 1990 (Act 114 of 1990)

date

registration number

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

ten opsigte van die Magistersgraadkursus in die Ingenieurswese met

[redacted]

as studierigting, voldoen het aan al die vereistes soos neergelê in Wet Nr. 37 van 1959 en die Statuut en Regulasies van die Universiteit, die graad

[redacted]

met al die regte en voorregte daaraan verbonde, by geleentheid van 'n Kongregasie van die Universiteit op

aan hom verleen is.

[redacted]

[redacted]

CURRICULUM VITAE

Name :

Date of Birth :

Years of Experience :

[redacted]

MEMBERSHIP OF PROFESSIONAL SOCIETIES

- Engineering Council of South Africa (EC[redacted]0014);
- The South African Coun[redacted]n Management Professions (SACPCMP) (Pr CPM D/5[redacted]

[redacted]

SUMMARY

[redacted]s a professional Civil Engineering Technologist and Professional Construction Project [redacted]specialising in the [redacted]rty Management, Design and Project Management of all [redacted]f engineering and [redacted]elopments.

He is the Managing Directo[redacted]sulting Services and also one of the Directors of Amohela Property [redacted]ement Pty [redacted]

His e[redacted]ers the desig[redacted] construction of building projects and municipal infrastructure proje[redacted] done work for various clients including state departments, local government, privat[redacted]and mining companies.

DIRECT[redacted]F SPECIALISATION

- Program and Project management of large building and infrastructure related projects;
- Renovation and refurbishment of existing buildings and infrastructure;
- Government subsidised housing;
- Property Management

EXPERIENCE RECORD

[redacted]

SIGNIFIC[redacted]TS

- K[redacted]ing Project

  Pos[redacted]roject Manager; Project Value: R 33 800 000.

- Klawer Engineering services for 210 erven
  Position Held: Project Manager; Project Value: R3 500 000.
- Caledon housing project for 504 erven – Civil Engineering Services
  Position Held: Project Manager; Project Value: R14 000 000.
- Paarl housing project for 878 erven – Civil Engineering Services
  Position Held: Project Manager; Project Value: R64 595 300.
- Hanover Park housing project – Civil Engineering Services to 93 erven
  Position Held: Project Manager; Project Value: R517 736.
- Luyoloville housing project – upgrade and provision of Engineering Services to 252 erven
  Position Held: Project Manager; Project Value: R503 038.
- Hanover Park housing project (School site) – Civil Engineering Services to 432 erven
  Position Held: Project Manager; Project Value: R3 101 854.
- Mitchells Plain housing project (Newton Road) – Civil Engineering Services to 91 erven
  Position Held: Project Manager; Project Value: R546 975.
- Rondevlei, Mitchells Plain – Civil Engineering Services to 485 erven (Phases 1 – 9)
  Position Held: Project Manager; Project Value: R5 000 000.
- Gugulethu housing project – Civil Engineering Services to 75 erven
  Position Held: Project Manager; Project Value: R621 078.
- Bayview Private development, Strandfontein – Engineering Services to 258 erven
  Position Held: Project Manager; Project Value: R1 239 927.
- Victoria Park Phase 2 – Engineering Services to 182 erven
  Position Held: Project Manager; Project Value: R1 400 245.
- Caledon housing project Phase 2 – Engineering Services to 126 erven
  Position Held: Project Manager; Project Value: R14 000 000.
- Riviersonderend Housing project – Civil Engineering Services to 295 erven
  Position Held: Project Manager; Project Value: R2 745 320.
- Genadendal Housing Project – Civil Engineering Services to 157 erven
  Position Held: Project Manager; Project Value: R1 544 013.
- Greyton Housing Project – Civil Engineering Services to 58 erven
  Position Held: Project Manager; Project Value: R701 478.
- Grabouw Housing Project – Civil Engineering Services to 373 erven
  Position Held: Project Manager; Project Value: R5 075 187.
- Villiersdorp Housing Project Site 1 & 2 – Civil Engineering Services to 410 erven
  Position Held: Project Manager; Project Value: R4 539 873.
- Athlone Security Village – Civil Engineering Services to 32 erven
  Position Held: Project Manager; Project Value: R588 570.

- Victoria Park Phase 3 – Civil Engineering Services and pump station for 210 erven
  Po[redacted]roject Manager; Project Value: R8 492 381.
- G[redacted] Civil Engineering Services
  Po[redacted]roject Manager; Project Value: R35 686 892.
- Happy Valley – Civil Engineering Services to 1452 erven
  Position Held: Project Manager; Project Value: R20 000 000.
- Rondevlei Park – Civil Engineering Services to 84 erven
  Position Held: Project Manager; Project Value: R1 115 123.
- Masimong 4 CRU, Welkom, Free State
  Position Held: Project Director; Project Value R 140 000 000.
- Merriespruit 3 CRU, Virginia, Free State
  Position Held: Project Director; Project Value: R190 000 000.
- Virginia Security Village
  Position Held: Project Manager; Project Value: R10 767 383.
- Bergsig, Seesig and Greenhaven flats
  Position Held: Project Manager; Project Value: R175 000 000.
- Friemersheim housing project, Eden
  Position Held: Project Manager; Project Value: R5 976 479.
- Privacy Projects for Harmony Gold Mining Company, Welkom, Free State & Carletonville, Gauteng
  Position Held: Project Director; Project Value: R 155 000 000.
- Renovation to Parliament: Cape Town.
  Position Held: Project Director; Project Value: R 80 000 000.
- Renovation to Helderstroom Prison: Western Cape
  Position Held: Project Director; Project Value: R 200 000 000.
- New Government Printing Works Building: Pretoria, Gauteng
  Position Held: Project Director; Project Value: R 600 000 000.

QUALIFICATIONS

- National Higher Diploma in Civil Engineering, Pretoria Technikon, South Afri[redacted]

COURSES OF NOTE

- Advanced Professional Training in the field for Sustainable Growth – Renewable Energies [Bavarian Ministry for Economic Affairs, Infrastructure, Transport and Technology].
- JBCC -6th Additions, GCC 2010, FIDIC and NEC3 contracts comparison course.

PUBLICATIONS / SPECIALISED PAPERS / PROGRAMS

- Shortened Su the Provincial Government of the Western
- IMESA Magaz

Engineering Council of South Africa

This is to certify that

[redacted]

is registered as

[redacted]

Date

Registration Number

[redacted]

President

[redacted]

[redacted]

[redacted]

THIS IS TO CERTIFY THAT

[redacted]

IN TERMS OF SECTIO[redacted]S ACT(ACT NO. 48 OF 2000)

[redacted]

This certificate remains the property of the SACPCMP and is subject to verification with the Council
The Council may cancel the registration of a registered person in terms of section 20.(1)(a) of Act(Act No 48 of 2000)

[redacted]

EXPIRY DATE

[redacted]

PRESIDENT

[redacted]

REPUBLIEK VAN SUID-AFRIKA
ADMINISTRASIE: VOLKSRAAD
DEPARTEMENT VAN ONDERWYS EN KULTUUR

REPUBLIC OF SOUTH AFRICA
ADMINISTRATION: HOUSE OF ASSEMBLY
DEPARTMENT OF EDUCATION AND CULTURE

NASIONALE · NATIONAL
DIPLOMA

[redacted]

Grondmeganika TGF 3
Hidroulika THD 3
Ingenieursgeologie TIG 2
Ingenieurswiskunde TIO 1 en 2
Kommunikasie TKD 1
Kontrakbeplanning en -programmering
TKE 2 en 3
Opmeting TOA 1 en 2
Siviele Ingenieurswese Masjinerie TSC 2
Siviele Ingenieurskonstruksie TSE 1 en 2
Struktuurleer TSI 2 en 3
Struktuurontwerp TSJ 3
Tekenkunde (Siviel en Opmeting) TTA 1
Toegepaste Meganika (Siviel) TTF 1

Soil Mechanics TGF 3
Hydraulics THD 3
Engineering Geology TIG 2
Engineering Mathematics TIO 1 and 2
Communication TKD 1
Contract Planning and Programming
TKE 2 and 3
Surveying TOA 1 and 2
Civil Engineering Plant TSC 2
Civil Engineering Construction TSE 1 and 2
Theory of Structures TSI 2 and 3
Structural Design TSJ 3
Drawing (Civil and Survey) TTA 1
Applied Mechanics (Civil) TTF 1

****

Minimum Opleidingstydperk: 3 Jaar
Minimum Training Period : 3 Years

CERTIFIED A TRUE COPY OF THE ORIGINAL

[redacted]

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 102C/2016/17

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

SCHEDULE 10: SUPPORT RESOURCES

The tenderer is referred to clause F.2.1.1.4 of the Tender Data and shall state below what hardware and 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. The tenderer may also attach the above-mentioned resource schedules to **Schedule 15, Part T2.2: Returnable Schedules**.

HARDWARE AND SOFTWARE PACKAGE/S AVAILABLE FOR USE		
NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/ LICENCED OR OTHER
	*Please Refer to attached Pages	

SIGNED ON BEHALF OF TENDERER:.....

[redacted]

IT INVENTORY

Title	Description	Qty
Software packages	Pastel accounting (with 5 users)	1
	Adobe Acrobat Pro	2
	Prokon	5
	AutoCAD Lite	13
	AutoCAD Civil 3D	3
	Sketch Up	2
	WinQS	4
	DimX	4
	Microsoft Office Projects	4
Design computers	3.4 gigahertz Intel Core i7, 8GB RAM, nVidia Geforce 650	14
Admin computers	2.8 gigahertz Intel Core i5, 4GB RAM	5
Screens / monitors	17" - 24" LCD & LED	29
Hard drives	160GB - 1TB SATA	27
Operating systems	Windows XP Professional	5
	Windows 7 Professional	8
	Windows 8.1 Professional	26
	Windows 10 Professional	9
	Windows server 2008	5
	Windows Server 2012 R2	1
Servers	2.27 gigahertz Intel Xeon E5520	1
	2.53 gigahertz Intel Xeon X3440 (7.2 TB drive space with daily back ups)	1
	3.4 gigahertz Intel Core i7	2
	2.80 gigahertz Intel Xeon X3460	1
	Share Point Server 2013	1
Printers	HP T790 Plotter	1
	HP DesignJet 500 plotter	1
	Minolta Bizhub C364e colour printer / scanner	1
	Minolta Bizhub C244e colour printer / scanner	3
	OKI C5250 colour printer	1
Commications	Yealink VoIP Phone System	2
	Fax machines	3
	Fibre Optic Internet Connectivity	6
	Video Conferencing facilities	6

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PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

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.

a) PROJECT MANAGER (Tenderer)				
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
[redacted]				

SIGNED ON BEHALF OF TENDERER: [redacted]

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 individua must be appended to this schedule

a) PROJECT MANAGER No 1 (Tenderer)				
NAME	JOB TITLE	QUALIFICATION	PROFESSIONAL REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
[redacted]				

a) PROJECT MANAGER No 2 (Tenderer)				
NAME	JOB TITLE	QUALIFICATION	PROFESSIONAL REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
[redacted]				

a) PROJECT MANAGER No 3 (Tenderer)				
NAME	JOB TITLE	QUALIFICATION	PROFESSIONAL REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
[redacted]				

OWNED MEASURING EQUIPMENT

[redacted]

Description	Qty
Pressure Gage	2
PH Test	1
Measuring Wheel	1
5m Measuring Tape	1
8m Measuring Tape	1
30m Measuring Tape	1
100m Measuring Tape	1
Dumpy Level	1
DCP Testing Kit	1
Tripod	1
Density Machine.	1
High Accuracy ryobi laser measuring device	2

[redacted]

OWNED VEHICLES

Description	Qty
Mini JCW Countryman	1
Opel Corsa Pickup	1
Mercedes	2
Nissan Navarra Pickup	1
Honda Jazz	1

[redacted]

HIRED VEHICLES

Description	Qty
Mini Cooper Hatch	1
Chevrolet Utility	4
Isuzu ICB 250 D-Teq	1
Chevrolet Spark	1

CITY OF CAPE TOWN

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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
[redacted]		

SIGNED ON BEHALF OF TENDERER: ..... [redacted] .....

[redacted]

[redacted]

[redacted]

TO WHOM IT MAY CONCERN

Dear Sir / Madam

PROOF OF INSURANCE LETTER

This letter serves to confirm that the following entity have the given Insurance Policy in place.

[redacted]

2. Cover :
   Limit of Indemnity

   [redacted]

   Period of Insurance:
   Retroactive date :
   Policy Number :
   Insurers :

We confirm that the above-mentioned policy is currently in full force and effect and is subject to the terms, conditions and exclusions of the policy wording.

Yours faithfully

[redacted]

[redacted]IONAL RISKS

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations no amendment of changes was made to the original

[redacted]

fia
Financial Intermediaries Association of Southern Africa

[redacted]

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

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PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

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 that at least three low-cost residential projects have been successfully completed in their **local office**, in the past 10 years.

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 tenderer may also attach the above-mentioned resource schedules to **Schedule 15, Part T2.2**: Returnable Schedules, (if there is insufficient space in the tables below) provided that it is submitted in the same format.

TRACK RECORD			
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED (if applicable)
*Please See Attached Pages			

SIGNED ON BEHALF OF TENDERER: .....[redacted].....

[redacted]

Project Name	Contract Number	Total Estimated Construction Cost (excl. VAT)	Hide for tender purposes: Date Started	Completion	Similar Projects
[redacted]					

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

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PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

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 **(Approach and Methodology)** to this Schedule.

SIGNED ON BEHALF OF TENDERER: .....[redacted].....

Client Brief: Scope of Works as understoo

Wolwerivier – approximately **4500 residential e**

Project management of an incremental housing proje ensuring integration (land use, biophysical, infrastructure) and sustainable (urban amenities, economic opportunities, transport) human settlement. Community facilities required, include 2 primary schools, 2 high schools, community park, sports ground and a primary healthcare facility.

ACSA Symphony Way JV Housing Development – appro tely **3000 residential erven**

Project management of three informal settlement consisting of Malawi Camp, Freedom Farm and Delft Symphony Way TRA (Blikkiesdorp), bearing A is planning to use additional land as part of their aeronautical expansion plans. It is underst achieve the set goals, the project will require efficient use of the available land, specifically foc igh density residential developments. Site and serviced erven will be complimented with a variety pologies/configurations, e.g. semi-detached units, row units and double storey units, achieving sustainable use of the available land allocated for residential purposes. Other designated land uses could include community facilities, public spaces, retail and service industry opportunities for future employment.

Blue Berry Hill Housing Development – approximately **3500 residential erven**

Project management of a housing development with a composition of 20%-30% NG and 15%-20% Incremental housing, ensuring flexible accommodation solutions. It is underst achieve the set goals, the project will require efficient use of the available land, specifically iver high density residential developments. Site and serviced erven will be complimente ariety of housing typologies/configurations, e.g. semi-detached units, row units and double storey units, achieving sustainable use of the available land allocated for residential purposes. Other designated land uses could include community facilities, public spaces, retail and service industry opportunities for future employment. Provision is to be made for a variety of land uses to ensure a sustainable and integrated human settlement development is established.

Vlakte Plaas Housing Development – approximately **4300 residential erven**

Project management of a housing project ensuring integration (land use, biophysical, inf sustainable (urban amenities, economic opportunities, transport) human settlement. It is unders to achieve the set goals, the project will require efficient use of the available land, specifically fo high density residential developments. Site and serviced erven will be complimented with a var typologies/configurations, e.g. semi-detached units, row units and double storey units, achieving sustainable use of the available land allocated for residential purposes. Other designated land uses could include community facilities, public spaces, retail and service industry opportunities for future employment. Provision of GAP housing also referred to as affordable housing needs must be investigated and may form part of the scope.

Pelican Park Phase 2 Housing Development – approximately **2330 residential erven**

Project management of a housing project ensuring integration (land use, biophysical, infra sustainable (urban amenities, economic opportunities, transport) human settlement. It is understo to achieve the set goals, the project will require efficient use of the available land, specifically focu high density residential developments. Site and serviced erven will be complimented with a varie typologies/configurations, e.g. semi-detached units, row units and double storey units, achieving sustai se of the available land allocated for residential purposes. Other designated land uses could include community facilities, public spaces, retail and service industry opportunities for future employment. Provision of GAP housing also referred to as affordable housing needs must be investigated and may form part of the scope.

Driftsands Residential Development – approximately **2400 residential erven**

Project management of a housing project ensuring integration (land use, biophysical, inf sustainable (urban amenities, economic opportunities, transport) human settlement. It is unders to achieve the set goals, the project will require efficient use of the available land, specifically fo high density residential developments. Site and serviced erven will be complimented with a var typologies/configurations, e.g. semi-detached units, row units and double storey units, achieving sustainable use of the available land allocated for residential purposes. Other designated land uses could include community facilities, public spaces, retail and service industry opportunities for future employment. Provision of FLISP/GAP housing needs must be investigated and may form part of the scope.

Client Brief: Scope of Services (Project Management)

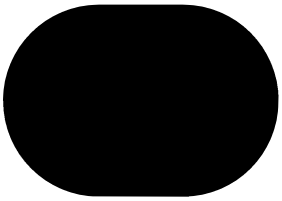
Normal services include the project stages as set out in the guideline Scope of Services for Construction Project Managers, Stage 1 – Stage 6 (Inception Stage to Close-Out Stage). We understand that additional services might be required as and when identified by the City of Cape Town Municipality and needs to be approved accordingly. It is noted that the Stage of Services (refer to Pg 71 and Pg 72) for payment relates to progress through the normal subsidised housing stages for some of the residential erven to be developed, but not all, e.g. CRU, Social Housing and FLISP. A different set of rules and stages apply as per the National Housing Code programme guidelines and policy. These we und ill be discussed with the CoCT as and when required.

We understand a parate tenders will be put out by the CoCT for key professional consultants and that as project m ll take responsibility for advising the employer (CoCT) on any other specialists which may be req urse of the developments, e.g. Occupational Health & Safety Agents.

ables/Issu ed for project Execution

nsive experience as project manager/leader to guide and coordinate the delivery of various housing nilar nature and scope. The following list of key milestones are identified with sub-headings of what nds needs to be delivered by the team for 6 identified projects.

- Conditional funding approval
  - (N4) Application compile and submit for approval
- Pre-planning Studies (Geotech, EIA, TIA, NID, etc.)
  - Traffic Impact Assessment Report
  - Geotechnical Investigation Reports
  - Environmental Authorisation (EIA & Heritage)
  - Conveyance certificates and Title Deed conditions/restrictions verified prior to re-zoning
  - Re-zoning & Subdivision applications
  - LUPO approval with completion of public participation workshops
  - Conceptual Site Development Plans
  - Conceptual Design with Cost Estimates
  - Provisional General Plans
- Establishment of a Housing Project Steering Committee



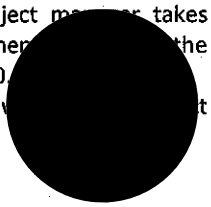
- Composition includes (Beneficiaries, Ward Councillors, Sub-Council chair, CoCT officials, consultants and PGWC DoHS representative) as primary task for the Social Facilitator in the team
- Ensure effective completion of public meetings & workshops

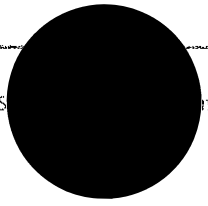
- USDG Project Funding approval
  - (N6) Application compile and submit for approval
- Engineering Design approval
  - Preliminary design reports/drawings to be approved by CoCT
  - Detail design reports/drawings to be approved by CoCT
- Project Enrolment with the NHBRC
  - Submission of NHBRC enrolment documentation
- Tender approval
  - Tender Bid documentation compile and obtain CoCT approval
  - Call for Bids and manage the bid process
  - TEAR (Tender Evaluation & Adjudication Report) compiled by the engineer for acceptance by CoCT with the contract award to the preferred contractor
- Civil Infrastructure Construction
  - Construction site establishment, Construction drawings and documentation prepare, OH&S compliance measurement & reporting, Environmental compliance measurement & reporting, EPWP principles applied during construction, Phase 2 Geotechnical investigation report, construction quality control with monitoring & testing the works, progress measurement & reporting, contract administration, interim payment and completion certification by the engineer.
- Civil Close-Out
  - Issue CoCT a Close-Out report complete with all as-built information (drawings and plans included)
- General Plan approval by Surveyor General
  - Approved GP's for the allocation and transfer of properties to the chosen beneficiaries

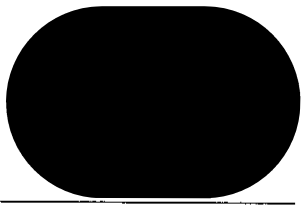
Approach Methodology

1. Project Manager (Team Leader) [redacted] Services (Pty) Ltd

The Project Manager as team leader will [redacted] of steering the project team along sound management principles as identified in PMBOK. The project [redacted] will interact frequently with the role-players and manage the project within the standard project constraints of time, cost and quality. The project [redacted] takes responsibility for guiding the project through the 6 project stages as defined in the Governme[redacted] the persons registered in terms of the Project and Construction Management Professions Act, 2000. Typical applicable policies, codes, suites of contracts and built environment legislation [redacted] managers and some support staff apply during project stages include, but are not limited to:







- **National Housing Code** (All relevant and associated Housing Programmes, Policies & Guidelines, e.g. IRDP, FLISP, CRU, Social Housing, enhanced PHP, Emergency Housing, UISP, Social & Economic Facilities, Institutional Subsidies, etc.)
- **General Conditions of Contract for Construction Works** (GCC 2010 2nd edition; GCC 2015 3rd edition)
- **Joint Building Contracts Committee** (JBCC Series 2000, latest edition 6.0)
- **Construction Regulations 2014** (new released in 2014)
- **National Building Regulations** (SANS 10400 & SANS 10400 XA Energy)
- **PROCSA** client/consultant professional service agreement
- **Construction Industry Development Regulations** (CIDB)
- **Minimum Housing Standards of the Provincial Government WC**
- **Occupational Health & Safety Act** (OHS Act)

1.1 Integration Management

Due to the interactive nature of this project, where seemingly simple changes in one area may have a ripple effect on other aspects of the project, it is imperative that all decisions and changes are facilitated to the entire team. We ensure integration management is maintained through effective communication and clearly defined roles and responsibilities.

1.2 Project Scope

The Processes, Phases and Outputs required from Scope Management are included in the Table below.

Process	Phase	Output
Project Initiation	Initiating	Order to commence
Scope Planning	Planning	Scope statement / Management plan
Scope Definition	Planning	Work Breakdown Structure
Scope Verification	Executing	Formal Acceptance
Scope Change	Controlling	Baseline document revisions
Controls		Scope changes & Corrective action

Work breakdown Structure

The work breakdown structure is based on the systems and subsystems identified on the documents issued by the **CoCT**. These will be used as the bases for the assessment and subsequent construction schedule.

1.3 Human resources and organisational structure

The basic Resource processes, phases and outputs are shown in the table below, and specify Project requirements

Process	Phase	Output
Organisational Planning	Planning	Role & Responsibility assignments; Staffing Management Plan; Organisation Chart.
Resource Allocation	Planning	Project Staff assigned; Client Representative; Project Team Leader (PM).
Team Development	Executing	Performance Management.

1.4 Time Management

The Processes, Phases and Outputs in time management are set out below, with the project related deliverable procedures. Acceptable cooperation from the Client representative (authority) is anticipated to ensure effective time management and improved scheduling.

Process	Phase	Output
Activity Definition (WBS)	Planning	Activity list compilation
Activity Sequencing	Planning	Activity list further development
Activity Duration	Planning	Estimate activity duration; Activity list updates.
Schedule Development	Executing	Project Schedule/Programme; Schedule management plan; Resource requirement updates.
Schedule Control	Controlling	Updates & Corrective action

[redacted] **Project Schedule/Programme development**

[redacted]ctive is to develop the schedule with the team members and achieve buy-in from all stakeholders.

[redacted] **Project schedule**

The project schedule (programme) will be utilised as the preferred tool measuring all stakeholders performance against time for planned approvals, information flow and activity schedule updates. Dialogue will be maintained

[redacted]

[redacted]ut to determine whether programme updates are required and client approval/acceptance to timing of [redacted] activities within their financial budgets will be built into the programme.

[redacted]s the use of modern computer management software as tools for monitoring and updating project [redacted]e deliverables and milestones. The programme for the project will be scheduled in MS Projects, [redacted]e with tasks descriptions, timelines, start dates, end dates, % completion, resource allocations, etc.

1.5.2 Schedule Control – progress monitoring and programme updates

The Project Manager is mandated to co-ordinate the interactive production of the programme as well as monitor, control and report the achievement of stakeholder deliverables within the allowable timeframes. All participants will be required to provide accurate updated reports on the actual achievement against the indicative programme estimations. The programme will be updated to show progress against the baseline programme and indicate the impact on the due completion date.

1.5.3 Earned Value Analysis

The Project Leader and Team are to ensure that the activities programmed are achievable and that the necessary steps are taken to ensure key milestone dates are reached. In order to facilitate this, regular time management meetings will be held with the team and respective contractors. Earned Value Analysis and graphical representation of Earned Value, i.e. Actual vs. Planned will be reported monthly, including implications to the project as identified from this analysis.

1.6 Cost Management

The Processes, Phases and Outputs relating to Cost management are included in the table below, with project specific procedures.

Process	Phase	Output
Cost Estimating	Planning	Preliminary Cost determination Cost Management Plan
Cost Budgeting	Planning	Cost Baseline & Budget
Cost Control	Controlling	Budget & Cost Estimate revision Complete Cost Estimate (final)

1.6.1 Approved Budget

The project budget determined from the designs specifications, design quantities and timelines (CPA) based on the final approved project scope and programme must be signed off by the client to confirm approval.

1.6.2 Cash flow forecasts

Cash flow forecasts will be presented in a format reflecting the actual expenditure against the initial forecasts.

[redacted]

1.6.3 Revised Budgets and forecasts

The budgets can only formally be revised on request from the Client and impacts on the budget will be recorded by the Team Leader.

1.7 Quality Management

Our company has ISO 9001:2008 Quality System accreditation, ensuring that we comply with strict international quality assurance standards, giving the **CoCT** peace of mind, knowing that an accredited system is in place to minimize and control risk on the project being managed.

The Processes, Phases and Outputs required from Quality Management are included in the Table below, followed by project specific procedures in sections. The Project Leader and Team will be responsible for this process.

Process	Phase	Output
Quality Planning	Planning	Quality Management Plan Quality Checklists Determine Standards
Quality Assurance	Executing	Quality Plan (QP) acceptance Monitoring QP implementation
Quality Control	Controlling	Quality Monitoring Re-work Instructions Completed Quality Checklists Measurement & Testing

1.8 Risk Mitigati[redacted]

Risk mitigation is vi[redacted]ystematic reduction in the extent of exposure to a risk and/or the likelihood of its occurrence. [redacted]proaches: avoidance, acceptance, mitigation, and deflection. The primary approach applied to th[redacted]l be avoidance, which entails the elimination of the conditions that allow the risk to be present. Implementation of our proposed risk mitigation system will include early risk identification, ongoing risk reporting and risk quantification throughout the project development, planning and execution stages.

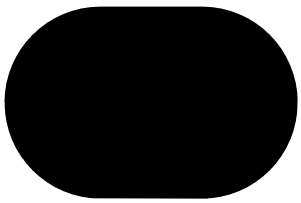
1.8.1 Possible risk areas

[redacted]

The following risk areas are identified to further assure the C[redacted]standing of the nature of human settlement projects within the City:

- Site locality issues
- Stakeholder buy-in and participation
- Accredited and suitably quantified Main Contractor award with consideration given to EPWP (job creation within local community)

[redacted]



- Poor or miscommunication between stakeholders and role-players to be managed by all project members
- Occupational Health & Environmental risks pertaining to developments and the impact thereof
- Capital expenditure and effective progress reporting to ensure CoCT budgets are sufficient to execute the delivery milestones within an agreed timeframe

1.8.2 Avoidance of possible Risk

Effective management of risks through early detection and quantification, compiling risk registers and commitment to taking the appropriate pro-active action should avoid major risks on the project. The Processes, Phases and Outputs required from Risk management are included in the Table below.

Process	Phase	Output
Risk Identification	Planning	Risk Sources Potential Risk events Risk Symptoms
Risk Quantification	Planning	Pursue threats & measure
Risk Response Development	Planning	Risk Management Plan Contingency plan (Preventive actions) Contractual agreements
Risk Response Control	Controlling	Corrective Action Updated Risk Management Plan

1.8.3 Risk Management Plan

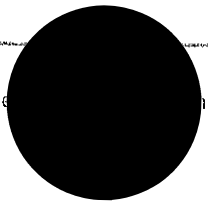
The Risk Management Plan will mainly pertains to the construction phase of the project and will require baseline risk assessments to be concluded. Specific project risk issues will be registered and the management of these risks will be dealt with through a facilitation process. The plan is to facilitate quick analytical risk evaluation and facilitate the management of these risks by way of alternative analysis and corrective action plan development.

1.8.4 Risk Management plan Update

To be revised as determined at technical meetings, client meetings, ad-hoc meetings and site meetings due to changes in the risk profile as the project progresses.

1.9 Communication Management

The Processes, Phases and Outputs required from Communication Management are included in the Table below, followed by project specific procedures.



Process	Phase	Output
Communication Planning	Planning	Communication Plan/Flow chart
Information Distribution	Executing	Project records
Communication Reporting	Controlling	Performance/Progress reports Change requests
Communication Closure	Closing	Formal Acceptance Archives

1.9.1 Communications Plan

Managing commu dinating the flow of communication along the lines of the work streams is viewed as high pr oduce a project communication chart in cooperation from the CoCT project leader which will he project communication channels and level of responsibility of each party. Initially all relevant unication will flow through the Project Leader to ensure that the necessary actions are taken.

Drawings are to be issued via the Document Controller/s with transmittal slips. Electronic copies of drawings are to be protected (read only or password protected), with the latest revision saved under "active" and the revised copies saved under "archived".

1.9.2 Meeting Requirements

The Project Manager/Leader ensures that as part of effective communication, management and recording of all meeting records, such as attendance records, agenda's and minutes of meetings. Initially identified meetings include, Management meetings, Stakeholder meetings, Supply Chain Management meetings, Technical Design Team Site Progress meetings and Ad-hoc meetings.

1.9.3 Project Records

The Client, Project Leader, Team members and Contractors will be responsible for keeping their own r works in a paperless environment and will as far as possible manage a sustainable and environment project on the basis of electronic communication and electronic record keeping.

It is noted and recorded that as per the request from the City of Cape Town Municipality, all requests for formal approval will be submitted in writing in hard copy. Interim payment certificates will be accompanied by original tax invoices.

Filing will be done electronically and issue slips, schedules of drawings, copies of reports, etc. will be kept for record purposes. Project documents are to be archived and stored in accordance with statutory requirements and company policies.

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 102C/2016/17

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

SCHEDULE 14: ISO 9001: 2008 CERTIFICATION

Not used.

CERTIFICATE

ISO 9001:2008

DEKRA Certification GmbH hereby certifies that the company

[redacted]

Scope of certification:

Multi-Disciplinary: Architecture, civil, electrical, mechanical and structural engineering, project management, quantity surveying.

Certified location:

[redacted]

ify that this document is a true reproduction (copy)
e original document which was handed to me for
entication. I further certify that from my observations

[redacted]

has established and maintains a quality management system according to the above mentioned standard. The conformity was

This certificate is valid from

Certificate registration no.:

[redacted]

Annex to the Certificate No. [redacted]

valid fro[redacted]

The follow[redacted] certificate above:

	Subsidiaries	Certified location	Scope of certification
1.	[redacted]		

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentification. I further certify that from my observations no [redacted]

DA[redacted]

[redacted]

CITY OF CAPE TOWN

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SCHEDULE 15: OTHER CRITERIA

Not used.

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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.

The tenderer is referred to clause F.2.1.1.7 of the Tender Data and shall state below what personnel that are intended to be used in the execution of the with details of their names, qualifications, title/ job description, brief description of their function in relation to this tender, whether or not they are in the employment of the tenderer at present, and on what basis they will be involved in this tender (part time oversight role, full time for duration of certain activities as and when required etc.)

*CVs, Qualifications and Professional Registration Availabe upon Request

PERSONNEL					
NAME	JOB TITLE	QUALIFICATIONS	FUNCTION RELATING TO THIS TENDER	IN THE EMPLOY OF THE TENDERER: YES/NO	INVOLVEMENT IN THIS TENDER (EG. PART-TIME, FULL TIME, CERTAIN ACTIVITIES ONLY ETC.
[redacted]					

SIGNED ON BEHALF OF TENDERER: ..... [redacted] .....

[redacted]

SUPPORT RESOURCES

NAME	SURNAME	POSITION	HIGHEST QUALIFICATION	PROFESSIONAL REGISTRATIO	LIFT SPECIFICATION	HVAC SYSTEMS	HOT WATER SYSTEMS	BUILDING MANAGEMENT SYSTEMS (BMS)	TELECOMMUNICATIONS, DATA AND IT SYSTEMS	SECURITY (CCTV & PA) AND ACCESS CONTROL	HIGH VOLTAGE SYSTEMS (SUBSTATIONS, TRANSFORMERS, CABLES)	POWER GENERATION AND TRANSMISSION (LV NETWORKS)	GREEN BUILDING DESIGN	BACK-UP SYSTEMS (GENERATORS & UPS)	RENEWABLE ENERGY	ESTIMATES	BILL PRODUCTION	VALUATION	FINAL ACCOUNT PRODUCTION	PROJECT MANAGEMENT
Alb	[redacted]	[redacted]	[redacted]	[redacted]												✓		✓		✓
																✓		✓		✓
																✓		✓	✓	✓
																✓	✓	✓		✓
																✓	✓	✓	✓	✓
																✓	✓	✓	✓	✓
																✓	✓	✓	✓	✓
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								✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
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CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

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PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

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: [redacted]

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.

[redacted]

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

[redacted]

_____

THUS DONE AND SIGNED for and on behalf of the Supplier

[redacted]

[redacted]

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

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PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

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.	[redacted]	NOTICE TO TENDERERS NO 1.
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER: ..... [redacted] .....

[redacted]

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

[redacted]

[redacted]

NOTICE TO TENDERERS NO.1

TENDER NO: 102C/2016/[redacted]

BOX NUMBER: 130

CLOSING DATE: 25 [redacted]

DISCRIPTION: P[redacted]**OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLA**[redacted]**IGN AND MONITOR INTEGRATED HUMAN SETTLEMENTS WITHIN THE CITY OF CAPE TOWN**

Your attention is specifically drawn to the following information.

Attached hereto are **Clarification questions and answers** asked in regard to the abovementioned tender:

Emanating from the non-compulsory tender clarification meeting held on the 02 November 2016, please find below the pertinent points discussed in this meeting.

A PowerPoint Presentation was shown to all tenderers present, detailing the key requirements, scope of works and time periods in terms of this tender, where after the following questions were tabled during the question and answer session:

1. It must be noted that **Clause *F.2.1.1.3 Key Personnel* on Page 5** of the tender document which states that:

   Unless otherwise indicated below different individuals must be identified for each of the key personnel listed below and on Schedule 9, Part T2.2: Returnable Schedules. Minimum requirements in respect of for example Key Personnel:

   "A Project Manager with at least a bachelor's degree qualification in the built environment, "and at least 7 (seven) years verifiable post graduate experience in the management of planning and implementation of low-cost or affordable housing 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.

   This portion of the Clause must be amended as follows:

   "***A Project Manager with a relevant qualification within the built environment,*** "and at least 7 (seven) years verifiable post graduate experience in the management of planning and implementation of low-cost or affordable housing 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

[redacted]

Yours Faithfully,

[redacted]

On behalf of: Basil Chinasamy
Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO 102C/2016/17

[redacted]

A

Sig

Name of Si

TENDERER: ..

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 102C/2016/17

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

SCHEDULE 19: PREFERENCING SCHEDULE

Preferencing 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.

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 contractor 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: 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 contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor 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 tender 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 BBBEE 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 tender (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 tender process;
2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or contractor'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:

Penalty = 0.5 x E(%) x P*

PG 52.

CERTIFIED A TRUE COPY OF THE ORIGINA

BEE-MATRIX

[redacted]

Broad Based Black Econo
Qualifying Small

Certificate No: B

[redacted]

Name of Entity:
Trading Name:
Entity Registration number:
Vat Number:
Physical Address:

Applicable BEE Codes:
Issue of the Rating Standard applied:
Applicable scorecard: Qualifying Small Enterprise (< / or = R35 Million annual turnover*)

Element	Weighting	Score
Ownership	28	26.80
Management Control	-	N/A
Employment Equity	-	N/A
Skills Development	-	N/A
Preferential Procurement	25	25.00
Enterprise Development	25	25.00
Socio-Economic Development	25	25.00
Overall Score	103	101.80

Broad Based BEE status level:
BEE procurement recognition level:
Black Ownership:
Black Female Ownership:
Value Adding Supplier:
Enterprise Development Beneficiary: YES: CAT B

** Although the abovementioned is the current level of turnover/income and is closely related to the economic[redacted]*
Consequently, this Certificate does not s[redacted]uarantee that the income reflected will continue at th[redacted]

Based on our work performed, we [redacted]lieve that the B-BBEE status reflected in this[redacted]
accordance with the B-BBEE Code[redacted]ualifying Small Enterprise Scorecard on Bla[redacted]
terms of the Broad-Based Black E[redacted]t of South Africa.
Our limited assurance report da[redacted]ilable for inspection at the registered o[redacted]
accompanying detailed B-BBEE Sc[redacted]erred to for an understanding of our limited[redacted]
This Certificate has been determi[redacted]rmation provided by management. We do no[redacted]
Consulting Services (Pty) Ltd, for o[redacted] or for the conclusion we have reached.

[redacted]

[redacted]

Date of Issue: [redacted]
Expiry date:
Period of valid

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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:

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

where:

$B\text{-}BBEE^a$ = 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

$B\text{-}BBEE^t$ = 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 tender evaluation

P* = Value of the contract

4 Level of Contribution in respect of enterprise status or structure of the quoting 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), greater than 51% but less than 100% black-owned	☐
Exempted Micro Enterprise (EME), at least 51% black-owned	☐
Qualifying Small Enterprise (QSE), 100% black-owned	☐
Qualifying Small Enterprise (QSE), greater than 51% but less than 100% black-owned	☐
Qualifying Small Enterprise (QSE), at least 51% black-owned	☐
Verified B-BBEE contributor B-BBEE Status Level of Contributor[1] 1	✓
Non-compliant contributor	☐

[1] 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 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 N/A

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 [redacted] conditions pertaining to the granting of preferences.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Part C1: Agreements and Contract Data

		Pages
C1.1	Form of Offer and Acceptance	55-61
C1.2	Contract Data	62-67
C1.3	Occupational Health and Safety Agreement	68-69

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 102C/2016/17

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

C1.1 Form of Offer and Acceptance

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

Offer

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

CONTRACT NO. 102C/2016/17: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

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 completed Schedules of Rates (excluding VAT, as contained in Part C2.2 Pricing Data, shall form the tender offer. These rates shall be multiplied, as applicable, by the quantities required in respect of relevant items to develop individual Works Projects to be allocated in accordance with the procedures described in Part C1.2 Contract Data in this Framework Contract document.

Subject to the City's Bid Adjudication Committee approval, the highest ranking tenderers will then be awarded a contract based on the number of erven multiplied by the tendered rate to provide the applicable professional services, to at least one (1) of the 6 projects (refer to C3.1 Scope of Works). A 10% contingency will be added by the Employer to the total sum. The City reserves the right to appoint successful tenderers to any one of the six projects based on their successful submission.

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.

TO BE COMPLETED AT

Signature(s)* [redacted] .....

Name(s) .....

Capacity .....

for the tenderer

[redacted]

Name and signature of witnes[redacted] .....

Dat[redacted]

.....

Fo[redacted]

[redacted]

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

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.

ONLY TO BE COMPLETED AT TENDER STAGE

Signature [redacted] .....

Name [redacted] .....

Capacity [redacted] .....

for the Employer

[redacted]
Cape Town

Name and signature of witness [redacted] .....

Date [redacted]

Schedule of Deviations

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

5 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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 .....

(Add .....

.....

s .....

of w .....

ONE ... NCE STAGE

For the Em

Signature(s) .....

Name(s) .....

Capacity .....

(Name and address of organization) ...

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.....(day)

of .....(month)

20..

.....ace)

Signature(s) .....

Name(s) .....

Capacity .....

Signature and name of witness:

Signatur

Name

TO BE COMPLETED AT ACCEPTANCE STAGE

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 102C/2016/17

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

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 PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN**

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: Human Settlements: New Market Development**

The address for receipt of communications is:
Telephone:
Facsimile:
E-mail:
Postal Address:

Physical Address: 21
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/s of the proposed new housing 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 rates-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:

It is also brought to the attention of the tenderer that the estimated duration of this project will be **60** months from date of commencement. In addition, the tenderer should note that the fees priced will be fixed for the duration of the project. However, should the National Human Settlements Department increase the indirect cost for municipal engineering services of a serviced stand, applications for these additional fees will be applied for and if successful, application will be made to increase the tenderers priced fee. Such increase will only apply to work not completed and not retrospectively.

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 R5 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 contractors 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.
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, 2003 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 supplier 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 Servicer 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 Provid**[redacted]

Postal Address:[redacted]

Physical Addres[redacted]

Telephone:

Facsimile:

The **authorised a**[redacted]ervice Provider is:

Name:

The address fo[redacted]

Address:[redacted]

Telephone:

Facsimile:

SIGNED ON BEHALF OF TENDERER: [redacted]

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 102C/2016/17

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

C1.3 Occupational Health and Safety Agreement

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

[redacted] .....,

[redacted] **FETY ACT, 85 OF 1993 AS**

[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 compen[redacted]

COID ACT Registration Number[redacted].....

OR Compensation Insurer: .....[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

[redacted]

City of Cape Town

[redacted]

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

		Pages
C2.1	Pricing Assumptions	71-72
C2.2	Activity Schedule	73-74

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, 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.**

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, printing, travelling and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. All 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.

7. 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	20
Project Enrolment with the NHBRC	10

Civil Tender approval by City	10
Civil Contractor on site	5
50 % complete civil contract	10
Civil services completion certificate	10
Approval of General Plan	5
100 % Civil Engineering Services completion	5

"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 Contractor) 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 contractor's defects liability period.

8. 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. Should the subsidy values for professional services increase, such approved adjustments may be passed on to the service provider for work to be completed in consultation with the employer.

9. All disbursements shall be deemed to be included in the final rate submitted.

10. 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 7.2.1.3, Part C3.1 Scope of Work), the cost thereof must be included in the fee tendered for this aspect of the project.

11. All charges in respect of attendance at meetings (Clause 14, Part C3.1 Scope of Work) and the provision of secretarial services shall be included in the tendered rate. (Item No. 2.2 of the Activity Schedule).

12. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.

13. 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.

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 102C/2016/17

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

C2.2 Activity Schedule

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 detailing a cost breakdown for the Subsidy Housing Units Policy Framework and Programme Guidelines, is a useful document that will give tenderers some idea of low-cost housing industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.

The Employer's objective of this tender is to obtain the required professional services to plan, design and implement the required infrastructure and related services for the provision of Integrated Human Settlement serviced, subsidised residential erven to the following 6* Projects:

Project Name	Estimated Number of Subsidised Residential Erven
Wolverivier	4500
ACSA Symphony Way	3000
Blueberry Hill	3500
Pelican Park Phase 2	2330
Vlakteplaas	4300
Drift Sands	2400

**The Employer reserves the right to change/replace the above-mentioned projects if deemed necessary. The Tenderer will be notified thereof if and when applicable.*

As it is the intention of the Employer to develop these Projects simultaneously over a period of 5 years, the Employer will be taking cognisance of the fact that a single team of Consultants will not be able to manage all the above projects.

Based upon the above, the Employer will be awarding the above projects amongst the highest ranking Tenderers. The ranking will be based upon Price and Preference of all responsive Tenderers.

It is brought to the attention of the tenderer that the rates inserted below will be fixed for the duration of the project. The final agreed fee would be based upon the number of subsidised residential erven realised on the project, for which the tenderer was appointed.

Taking cognisance of all of the above, Tenderers are required to complete the Activity Schedule below, based upon one (1) Subsidised Residential Erf.

Subject to the City's Bid Adjudication Committee approval, the highest ranking tenderers will then be awarded a contract base on the number of erven multiplied by the tendered rate to provide the applicable professional services, to at least one (1) of the 6 projects (refer to C3.1 Scope of Works). A 10% contingency will be added by the Employer to the total sum. The City however reserves the right to appoint successful tenderers to any one of the six projects based on their successful submission.

NORMAL SERVICES

Project Manager

[redacted] .....(fee per erf) = [redacted] .....

.....

(All rates submitted exclude VAT)

[redacted]

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

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. **102C/2016/17: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN** 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.

With specific reference to the proposed ACSA Symphony Way development, being once of land parcels, the appointed, tenderer will be required to submit a cost apportionment model differentiating between the proposed residential and proposed industrial development portions.'

SIGNED ON BEHALF OF THE TENDERER [redacted] .....

[redacted]

Part C3: Scope of Work

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CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 102C/2016/17

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

C3.1 Scope of Work

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1. INTRODUCTION

This invitation calls for the submission of a tender for the provision of professional consultants in the following disciplines: Civil; Geotechnical, Traffic/Transport and Electrical Engineering. The successful Tenderer will form part of a team of project professionals headed up by a Project Manager and to whom the Tenderer will directly report to. The employer's objective is to compile a team of professional consultants to plan, design and monitor the construction of civil and electrical infrastructure for various serviced residential erven, situated on six (6*) vacant sites in the following areas:

- Wolverivier – approximately 4500 residential erven
- ACSA Symphony Way – approximately 3000 residential erven
- Blueberry Hill - approximately 3500 residential erven
- Vlakteplaas – approximately 4300 residential erven
- Pelican Park Phase 2 – approximately 2330 residential erven
- Driftsands – approximately 2400 residential erven

**The Employer reserves the right to change/replace the above-mentioned projects if deemed necessary. The Tenderer will be notified thereof if and when applicable.*

For the above projects, six individual tenders will be advertised for each of the key Professional Consultants. This tender is thus for the Project Management Consultants only.
The five other tenders will include the following Consultants: Civil, Geotechnical, Traffic and Electrical Engineers; Town Planning and Urban Design Professionals; Social and Beneficiary Administration; Environmental and Heritage Professionals and a Land Surveying Professional.

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.
- **Subject to the City's Bid Adjudication Committee approval, the highest ranking tenderers will then be awarded a contract base on the number of erven multiplied by the tendered rate to provide the applicable professional services, to at least one (1) of the 6 projects mentioned above. A 10% contingency will be added by the Employer to the**

total sum. The City however reserves the right to appoint successful tenderers to any one of the six projects based on their successful submission.

A professional Service provider is required to provide the professional services necessary to implement this project, which, in terms of the Municipal Finance Management Act, 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 form suitably qualified and experienced consulting firms for Contract No **102C/2016/17: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN,** which will be evaluated using a financial offer and preferences based system as described in the tender data.

. DESCRIPTION OF THE SERVICES REQUIRED

The Service Provider is required to provide the following services:

2.1 Project Manager

The Project Manager shall lead and manage the appointed professional team, which will comprise of the Civil, Geotechnical, Traffic and Electrical Engineers; Town Planning and Urban Design Professionals; Social and Subsidy Administration Consultants; Environmental and Heritage Professionals and a Land Surveying Professional.

In the interest of promoting objectivity and minimizing conflict of interest, the Project Manager shall not have any stake in, or belong to any companies/firms as that of any professional(s) he intends to manage for this tender, with the exception of the Beneficiary Housing Subsidy Administrator.

The Project Manager shall be responsible for the following:

2.1.1 Co-ordinating and driving all the work streams to ensure all stakeholders perform and contribute so that the project targets and objectives are achieved and completed in the shortest possible time.

Certain of the 6 projects lies within the Eskom jurisdiction supply area and therefore the proposed layout would have to be workshopped and planned with Eskom and other key stakeholders.

2.1.2 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 comprise the Project Manager, Geo-Technical Engineer, Environmental Assessment Practitioner, Transport Engineer, Civil Engineer, Town Planner, Urban Designer, Health and Safety Officer, Land Surveyor, Clerk of Works (Civils), Environmental Control Officer, Community Facilitator, Conveyancing Attorney, relevant City & Provincial officials.

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

2.1.3 Time Management; including the preparing and updating of a project programme, and ensuring adherence to it by all professionals and contractors.

2.1.4 Risk Management: including the identification of, assessment of, ongoing control of and mitigation measures against risk. Putting Risk Management plan in place.

2.1.5 Cost Management; including budgeting all sources of finance – state housing subsidy, MIG (if required), the City's contribution to the increased service levels, end-user finance and beneficiary contributions. The applications to Province for project approval and subsidy funds will also form part of the brief.

2.1.6 Construction Quality;

a) The Project Manager will complete all documentation necessary for registration of the project with the NHBRC.
b) The Project Manager will ensure that the individual properties are registered.
c) The Project Manager will manage the interface between the Builder and the NHBRC inspectorate, and provide the NHBRC with all requisite documentation.
d) The Project Manager is responsible for the timeous submission of all building plans for registration with, scrutiny and acceptance by Council's Building Control Officer.
e) The Project Manager will ensure that the Builder gives adequate notice of commencement of work to the Building Control Officer.
f) The Council Building Inspector is responsible for ensuring compliance with drainage, boundary setback and empirical foundation regulations. The Building Inspector is not accountable for the quality of workmanship.
g) 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.
h) Progress payment certificates issued by the Project Manager must be rigorously correlated to the quality management system.
i) Original records of the quality management system must be kept off-site with copies on site for ease of reference during physical audits

2.1.7 Government Initiatives such as the Extended Public Works Programme (EPWP). While houses are considered to be labour-intensive, the trenching for water pipes and sewers should be done within EPWP principles to generate some local employment. The Project Manager is to ensure that the Civil Contractor and the Builders implement the EPWP principles, including recruitment and accredited training of unemployed people, and in service training. The Contractor and Builders must have on their staff managers and supervisors who have been certified by accredited training institutions to implement EPWP projects. The Project Manager will ensure that proper records are kept of all EPWP initiatives.

2.1.8 Sustainable construction through an increase in the City's use of renewable energy, environmental conservation and increasing the efficient use of energy, the City would like to contribute towards the City's Strategy i.e. Shared Economic Growth and Development, Sustainable Urban Infrastructure and Services, Integrated Human Settlements Directorate, Health, Social and Human Capital Development and Good Governance and Regulatory Reform in this contract.

2.1.9 Project Enrolment of the project with the NHBRC (or ensuring that the contractor complies with all the NHBRC requirements. (All fees payable to the NHBRC will be paid by the CoCT

3. 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.

4. 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) Wayleave 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.

5. PROJECT BACKGROUND

The services required in terms of this brief extend mainly towards civil, geotechnical, transport and electrical design, approvals, compilation of tender documentation, procurement and monitoring of the construction of the infrastructure services, the provision of serviced evern pertaining to the six (6) vacant land parcels.

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.

An overview of each of the proposed six (6) projects are listed below:

5.1. Wolwerivier

- **Geographical location:**

The site is located approximately 20-30km north of Cape Town CBD, approximately 6km east of Melkbostrand in the northern part of Cape Town, approximately 16km south of Atlantis and adjacent to Morning Star small holdings. It is situated west of the N7, south of the M19 and on the west of the R304. The site is bordered by Old Mamre Road to the east and by a railway line to the west

The site is largely vacant with some dwelling units on site (small informal farming community). It was historically used for agricultural purposes. 6ha of the northern part of the site is currently being developed as an IDA for the relocation of informal settlers from the Vissershok land disposal site.

Surrounding area: Predominantly undeveloped, agricultural land and small holdings. The surrounding uses include the following:

- North: Agricultural land (proposed Communicare development)
- West: Agricultural land.
- South: Morning Star small holding area (middle to high income range).
- East: Agricultural land.

Whilst the site is surrounded by largely undeveloped land it is in relative close proximity to other established residential areas and areas of employment.

- **Property Description:**

Property	Title Deed	Extent (ha)	Ownership
[redacted]		165	City of Cape Town
		165 ha	

Although being identified as a incremental housing project, every effort must be made to ensure an integrated (land use, biophysical, infrastructure) and sustainable (urban amenities, economic opportunities, transport) human settlement.

The development of Wolwerivier will require the provision of the necessary community facilities for approximately **4500 households**. The ultimate facilities required but not limited to include:

- 2 Primary Schools
- 2 High Schools
- 1 community park
- Sports Ground

- Primary Healthcare Facility

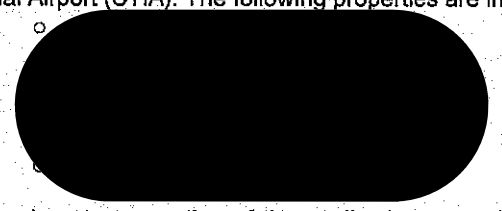
- **Subcouncil:**

The sites fall in the jurisdiction of the City of Cape Town within the Blaauwberg district Subcouncil 1, Cape Farms.

5.2. ACSA Symphony Way Joint Venture - Housing Development

- **Geographical location:**

Within a Metropolitan context the proposed application area is located directly alongside the Cape Town International Airport (CTIA). The following properties are included in this development;



Within a local context a portion of the application area abuts the CTIA on the western boundary. The remainder of the application area is located adjacent to the eastern boundary of the CTIA on the corner of Symphony Way and Stellenbosch Arterial.

- **Property Description:**

Property	Extent (ha)	Ownership*	Proposed use
[redacted]	±24.9ha	Provincial Government Western Cape	Residential
[redacted]	±64.46ha	Provincial Government Western Cape	Residential
		Provincial Government Western Cape	Industrial
[redacted]	±4.04ha	Airports Company South Africa	Residential
[redacted]	±15.1ha	City of Cape Town	Industrial
[redacted]	±16.2ha	City of Cape Town	Ecological Use
[redacted]	±25ha	City of Cape Town	Ecological Use

[redacted]ation area is currently subject to a subdivision and land acquisition [redacted] the outcome of this process the proposed land uses will be in line with the ownership.

- **Envisaged land use configuration:**

The proposed ACSA Symphony Way housing development forms part of a joint venture between the City of Cape Town (CCT) and Airports Company South Africa (ACSA). A signed Memorandum of Agreement (MOA) between the aforementioned parties stipulates the proposed outcomes of this development;

i. To provide human settlement opportunities for three informal settlements these being: Malawi Camp, Freedom Farm and Delft Symphony Way TRA (Blikkiesdorp).

ii. To allow ACSA to cater for the increased traffic growth by means of aeronautical expansion, including the realignment of the existing runway and ultimately the development of a second paralleled runway as well as industrial development.

Provision must be made for a variety of land uses with the main emphasis on high density residential opportunities as well as Industrial development. It is estimated that approximately 3 000 residential opportunities could be created. In this regard, the residential layout needs to be flexible to accommodate a variety of typologies which may include:

- Site and service erven;
- Double storey row units;
- Double and single story semi-detached units;
- Double and single storey free standing units.

Pending a detail land use investigation other designated land uses could include community facilities, public open spaces, commercial, retail and service industry to provide for future employment opportunities. All land uses must comply with the minimum norms and standards of the Provincial Government Western Cape as well as the City of Cape Town Municipality.

In total the residential portion of this development will be approximately 54.8ha and the industrial portion approximately 51.1ha.

- **Sub-council:**

These sites fall in the jurisdiction of the City of Cape Town Municipality within Sub-council 5, Delft.

5.3. Blue Berry Hill - Housing Development

- **Geographical location:**

Within a Metropolitan context, the application site is located north of the N2 and east of the R300 [redacted] area. The proposed development consists of the following prop[redacted]

- [redacted]

Within [redacted] located between Eersteriver and Blue Downs Way and directly north of [redacted]

- **Property Description:**

Property	Title Deed	Extent (ha)	Ownership
[redacted]	[redacted]	± 70 ha	City of Cape Town

[redacted]ion:

[redacted] Blue Downs previously formed part of a joint venture between the Provincial Government of the Western Cape and ABSA/Standard Bank with the vision to develop the property for housing purposes. In order to authorise this housing development an environmental impact assessment application was submitted at the Department of Environmental Affairs and Development Planning (DEA&DP) in 2008. Pending this application, a land use application was lodged at the City of Cape Town in 2010, the aforesaid application was subsequently withdrawn.

A Record of Decision (ROD) was issued by DEA&DP on 27 March 2012, which authorised the development for 2 547 residential erven consisting of 1 516 FLISP (Financially Linked Individual Subsidy Program) erven, 1 481 market related erven and 370 full subsidy opportunities. The land use application was thereafter withdrawn since the private banks indicated that the development would not be financially viable due to the high bulk infrastructure costs.

Subsequently, the property was transferred to the City of Cape Town in May 2014 with the intent for human settlement development.

The new land use proposal should address the housing mix composition in order to allow for a variety of housing opportunities, the following land use composition is proposed:

- FLISP: Between 20% to 30%
- BNG: Between 40% to 50%
- Incremental Housing: Between 15% to 20%;

Although being identified as a subsidized housing project, every effort must be made to ensure an integrated and sustainable human settlement development. Provision must be made for a variety of land uses with the main emphasis on high density residential opportunities. It is estimated that approximately 3 500 residential opportunities could be created. In this regard, the layout needs to be flexible to accommodate a variety of typologies which may include:

- Site and service erven;
- Double storey row units;
- Double and single story semi-detached units;
- Double and single storey free standing units.

Other designated land uses could include community facilities, public open spaces, commercial, retail and service industry to provide for future employment opportunities. All land uses must comply with the minimum norms and standards of the Provincial Government Western Cape as well as the City of Cape Town Municipality.

- **Sub-council:**

The application area falls within the jurisdiction of the City of Cape Town Municipality located within the Eersteriver district Sub-council 21, Blue Downs.

5.4. Vlakte Plaas Housing Development

- **Geographical location:**

The Vlakteplaas Housing project is located within the Helderberg area, south of the T2 (known as the existing N2 national road), between the Strand and Gordon's Bay. The proposed development will include the f[redacted]

Within a local context the sites are situated in the Broadlands area which is characterised by land uses ranging from industrial developments, residential areas, info[redacted]ntial areas and agricultural activities. The majority of the sites are located betwe[redacted]wn as the N2 national road) and the proposed new realigned N2 road reserve. C[redacted]nd is located south of the said road reserve, adjacent to the cemetery.

- **Property Description:**

Property	Title Deed	Extent (m^2)	Ownership
[redacted]		158 790,70	City of Cape Town
		110 150,27	City of Cape Town
		457 749,61	City of Cape Town
		509 127,06	City of Cape Town
		90 578,35	City of Cape Town
		1326 395,99	

		(±133ha)	

- **Envisaged land use configuration**

Although being identified as a subsidised housing project, every effort must be made to ensure an integrated (land use, biophysical, infrastructure) and sustainable (urban amenities, economic opportunities, transport) human settlement. Provision must be made for a variety of land uses with the main emphasis on high density residential opportunities. It is estimated that approximately 4300 residential opportunities could be created. In this regard, the layout needs to be flexible to accommodate a variety of typologies which may include:

- Site and service erven;
- Double storey row units;
- Double and single story semi-detached units;
- Double and single storey free standing units.

Other designated land uses could include community facilities, public open spaces, commercial / retail/service industry to provide for future employment opportunities. The provision of GAP units should also be considered if needed. All land uses must comply with the minimum standards of the Provincial Government as well as the City of Cape Town.

- **Subcouncil:**

The sites fall in the jurisdiction of the City of Cape Town within the Heldberg district Subcouncil 8, Strand

5.5. Pelican Park Phase 2 Housing Development

- **Geographical location:**

The Pelican Park Phase 2 site is area is south of Pelican Park and west of Peacock Close. The southern bo[redacted]d to False Bay Ecology Park.
The prop[redacted]owing properties:

The over[redacted]es, comprises approximately 380 hectares of land between Pe[redacted]enated to the False Bay Ecology Park, and between Zeekoevlei and Cape Flats Waste Water Treatment Works in the west and Strandfontein Road to the east

- **Property Description:**

Property	Title Deed	Extent (m^2)	Ownership
[redacted]		TBC	City of Cape Town
		119 738.83 m^2	City of Cape Town
		TBC	

Although being identified as a subsidised housing project, every effort must be made to ensure an integrated (land use, biophysical, infrastructure) and sustainable (urban amenities, economic opportunities, transport) human settlement. Provision must be made for a variety of land uses with the main emphasis on high density residential opportunities. It is estimated that approximately 2330 residential opportunities could be created. In this regard, the layout needs to be flexible to accommodate a variety of typologies which may include:

- Site and service erven;
- Double storey row units;
- Double and single story semi-detached units;
- Double and single storey free standing units.

Other designated land uses could include community facilities, public open spaces, commercial / retail/service industry to provide for future employment opportunities. The provision of GAP units should also be considered if needed. All land uses must comply with the minimum standards of the Provincial Government as well as the City of Cape Town.

- **Subcouncil:**

The sites fall in the jurisdiction of the City of Cape Town within the Southern district in Subcouncil 19, Fishoek.

5.6 Driftsands – Residential Development

5.6.1 Geographical location:

The proposed development sites are located within the Blue Downs area. Within a regional context, the application sites are located north of the N2 and east of the R300. The proposed development consists of the following properties:

- Portion 83 of the Farm 544, Driftsands Farm
- Portion 84 of the Farm 544, Driftsands Farm
- Portion 85 of the Farm 544, Driftsands Farm
- Farm No.1548
- Portion 87 of the Farm 544, Driftsands Farm
- Farm No.1549
- Portion 61 of the Farm 544, Driftsands Farm
- Portion 64 of the Farm 544, Driftsands Farm

Within a local context the sites are situated in the Driftsands Nature Reserve which is characterized by land uses ranging from educational center, residential areas, informal residential areas and the nature reserve. The majority of the sites abut the nature reserve perimeters.

5.1.2 Property Description:

Property	Extent (m²))	Ownership
[redacted]	394,909.06m²	Provincial Government Western Cape
[redacted]	2,914.34m²	Provincial Government Western Cape
[redacted]	,973.66m²	Provincial Government Western Cape
[redacted]	8,917.52m²	Provincial Government Western Cape
[redacted]	13,752.24m²	Provincial Government Western Cape
[redacted]	TBC	TBC
[redacted]	216,398.70m²	Medical Research Council
[redacted]	TBC	TBC

5.1.3 Envisaged land use configuration:

Although being identified as a subsidised housing project, every effort must be made to ensure an integrated (land use, biophysical, infrastructure) and sustainable (urban amenities, economic opportunities, transport) human settlement. Provision must be made for a variety of land uses with the main emphasis on high density residential opportunities. It is estimated that approximately 2400 residential opportunities could be created. In this regard, the layout needs to be flexible to accommodate a variety of typologies which may include:

- Site and service erven;
- Double storey row units;
- Double and single story semi-detached units;
- Double and single storey free standing units.

Other designated land uses could include community facilities, public open spaces, commercial, retail/service industry to provide for future employment opportunities. The provision of FLISP/GAP units should also be considered if needed. All land uses must comply with the minimum standards of the Provincial Government as well as the City of Cape Town.

5.1.4 Sub-council:

The application area falls within the jurisdiction of the City of Cape Town Municipality located within the Sub-council 21 district, Blue Downs.

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.

6. USE OF REASONABLE SKILL AND CARE

The Service Providers' attention is drawn to the fact that certain of the proposed housing developments will be constructed on existing parcels of vacant land within an existing township. Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to the nearby residence and general public.

The Service Provider is therefore required to provide all aspects of the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

7. BRIEF

7.1 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 20 000 BNG subsidised housing units, on six (6) vacant land parcels, being Wolverivier; Blueberry Hill; ACSA Symphony Way; Vlakte Plaas, Pelican Park Phase 2 and Drift Sands

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 206 of 2011: 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 34875, 20 December 2011, 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.

7.2 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 Parks, Water, Sewer, Stormwater 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 (Item No 1.1: C2.2 Activity Schedule refers).

7.2.1 Normal Services

Stage 1 – Inception

The Service Provider shall provide those services as described in the relevant section of Board Notice 190 of 2010: 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, wayleave 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 leader 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 for 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, 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 further more noted that the creation of employment within the communities adjacent to the sites of the proposed housing 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.

7.2.2 Additional Services

Service Enquiries/Wayleave Applications

The Service Provider shall, in conjunction with the other Consultants, be responsible for all initial service enquiries/wayleave 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

Act as Leader of the Professional Team

The Service Provider shall assume leadership of the professional team (pertaining to this tender) and be responsible for the overall administration, co-ordination, programming of design and financial control of all works included in the services. The tenderer will be required to report directly to the appointed external Project Manager on each Project.

Construction Monitoring

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

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.

If the Service Provider 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).

7.3 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 and the other Consultants 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.
For this project we have estimated a time period not exceeding **60** months, from the date of appointment to works completion.

The Service Provider shall submit a revised programme as and when required by the Employer.

7.4 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 contractor's (or sub-contractor's) yard(s) wherever they may be.

7.5 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 will be required to prepare and submit a monthly Management Report which addresses all matters pertaining to 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.

8. REFERENCE DATA

All relevant information pertaining to the various projects depicted in this tender will be made available to the appointed Service Provider for reference purposes.

9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

The Service Provider shall ensure that cognisance of all applicable national and international standards are taken in the execution of his/her own work and that of his/her sub-consultants in the design and compilation of specifications for this project. International standards should only be used where no national standards exist, or where it is the norm to use or refer to international standards.

10. 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) Wayleave 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 and its sub-consultants in terms of this contract.

11. PROCUREMENT

11.1 Preferential Procurement

The works shall be executed in accordance with the conditions associated with the granting of preferences detailed in Schedule 19: Preferencing Schedule where preferences are granted in respect of B-BBEE contribution. In particular, the Service Provider may not sub-contract more than 25% of the value of the contract (as defined in Schedule19) to sub-contractors that do not have an equal or higher B-BBEE status level than the Service Provider, unless the sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works.

For the purposes of this contract, the term "sub-contractor" (used in the context of sub-contracting to the Service Provider) shall include all sub-consultants employed by the Service Provider.

A financial penalty, as described in Schedule 19, shall be applied in the event that the Service Provider sub-contracts more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the Service Provider qualified for (unless proven to be beyond the control of the Contractor, or the sub-contractors are exempted micro enterprises).

Notwithstanding the application of penalties, the Service Provider's attention is drawn to other sanctions that may be applied by the Employer (listed in Schedule 19) with due consideration to the circumstances.

11.2 Monitoring the use of sub-contractors/sub-consultants

In order to ensure that not more than 25% of the value of the contract is not sub-contracted to sub-contractors that do not qualify for at least the preference points that the Service Provider qualified for, the Service Provider shall submit to the Employer, as and when required, a B-BBEE Sub-contract Expenditure Report. The format of this report is provided in Annex 1 attached.

The Service Provider shall submit to the Employer documentary evidence (either an original valid B-BBEE status level verification certificate in terms of the Construction Sector Charter on Black Economic Empowerment, or an Exempted Micro Enterprise certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2011) 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, a sub-contractor shall be deemed to be a non-compliant contributor.

The Service Provider shall furthermore, on the written request of the Employer, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors employed by the Service Provider.

12. 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.

13. KEY PERSONNEL

The Service Provider shall maintain the involvement of the following key personnel as the exigencies of this contract require:

- A **Project Manager,** with at least a bachelor's degree qualification in the built environment, and at least 7 (seven) years verifiable post graduate experience in the management of planning and implementation of low-cost or affordable housing 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 Lead Consultant must be a member of a relevant professional body or institute and must provide proof in this regard.

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, Part T2.2: Returnable Schedules**. Key personnel will be expected to operate out of the local office, as the exigencies of this project require

All the professionals must currently be registered with their respective professional bodies, e.g. Engineering Council of South Africa. 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.

Should it become necessary to replace any of the key personnel listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer.

14. MANAGEMENT MEETINGS

14.1 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.

14.2 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.

14.3 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.

14.4 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 contractor will be present, as well as any technical meetings with the contractor as may be required to ensure the successful implementation of this project.

14.5 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.

14.6 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.7: C2.2 Activity Schedule).

15. 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.

16. 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.

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 Schedule 19: Preferencing Schedule) (P*)	R	B-BBEE Status Level of Prime Contractor	

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 Contractor
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
			Total:	R
			Expressed as a percentage of P*	%

[1]Documentory evidence to be provided

Signatures

Declared by Contractor (Service Provider) to be true and correct: _____ **Date:** _____

Verified by Employer's Representative: _____ **Date:** _____

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 Schedule 19: Preferencing 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*x100
		%	R	R	%
		%	R	R	%
		%	R	R	%

[1]Documentary evidence to be provided

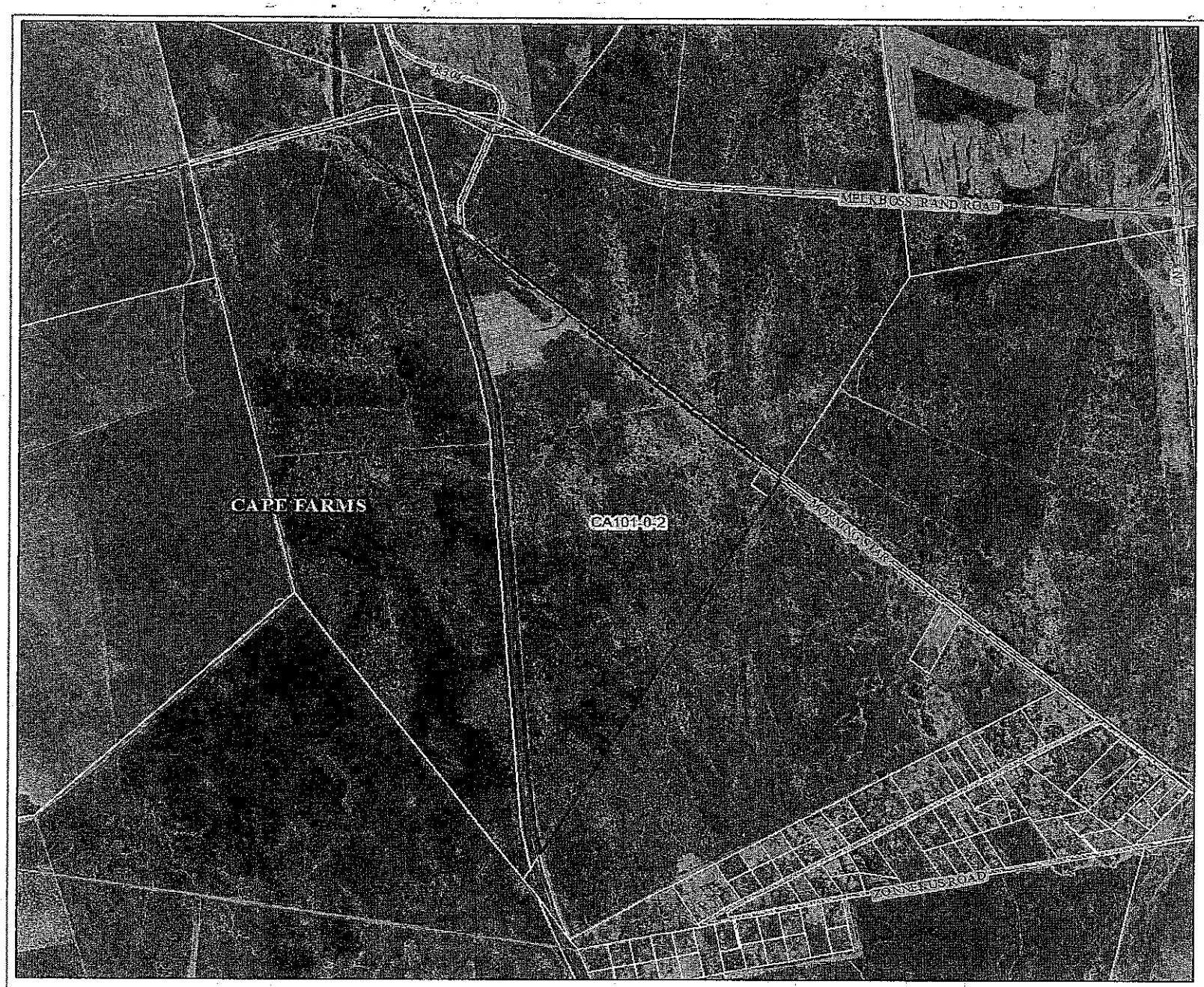
Signatures

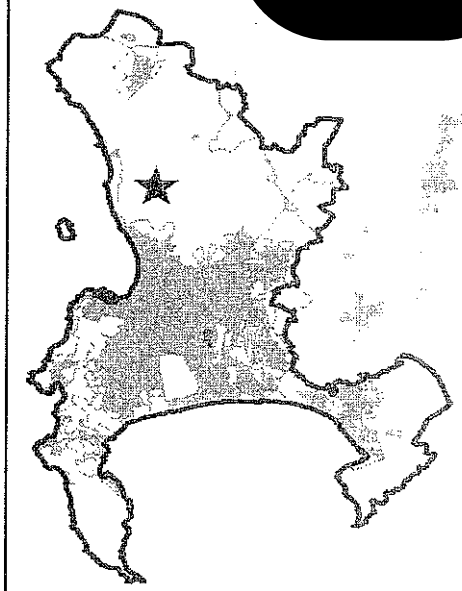
Declared by Contractor (Service Provider) to be true and correct: _____ **Date:** _____

Verified by Employer's Representative: _____ **Date:** _____

Part C4: Site Information

		Pages
C4.1	Site Location Map Wolverivier	100
C4.2	Site Location Map ACSA Symphony Way	101
C4.3	Site Location Map Blueberry Hill	102
C4.4	Site Location Map Vlakteplaas	103
C4.5	Site Location Map Pelican Park Phase 2	104
C4.6	Site Location Map Driftsands	105





Land Description:

Legend

- Streets
- Railway
- Wolweriver

Council does not accept responsibility for any errors or omissions on the map. All cadastral data should be verified at the office of the Surveyor-General (021) 467 4800

CITY OF CAPE TOWN

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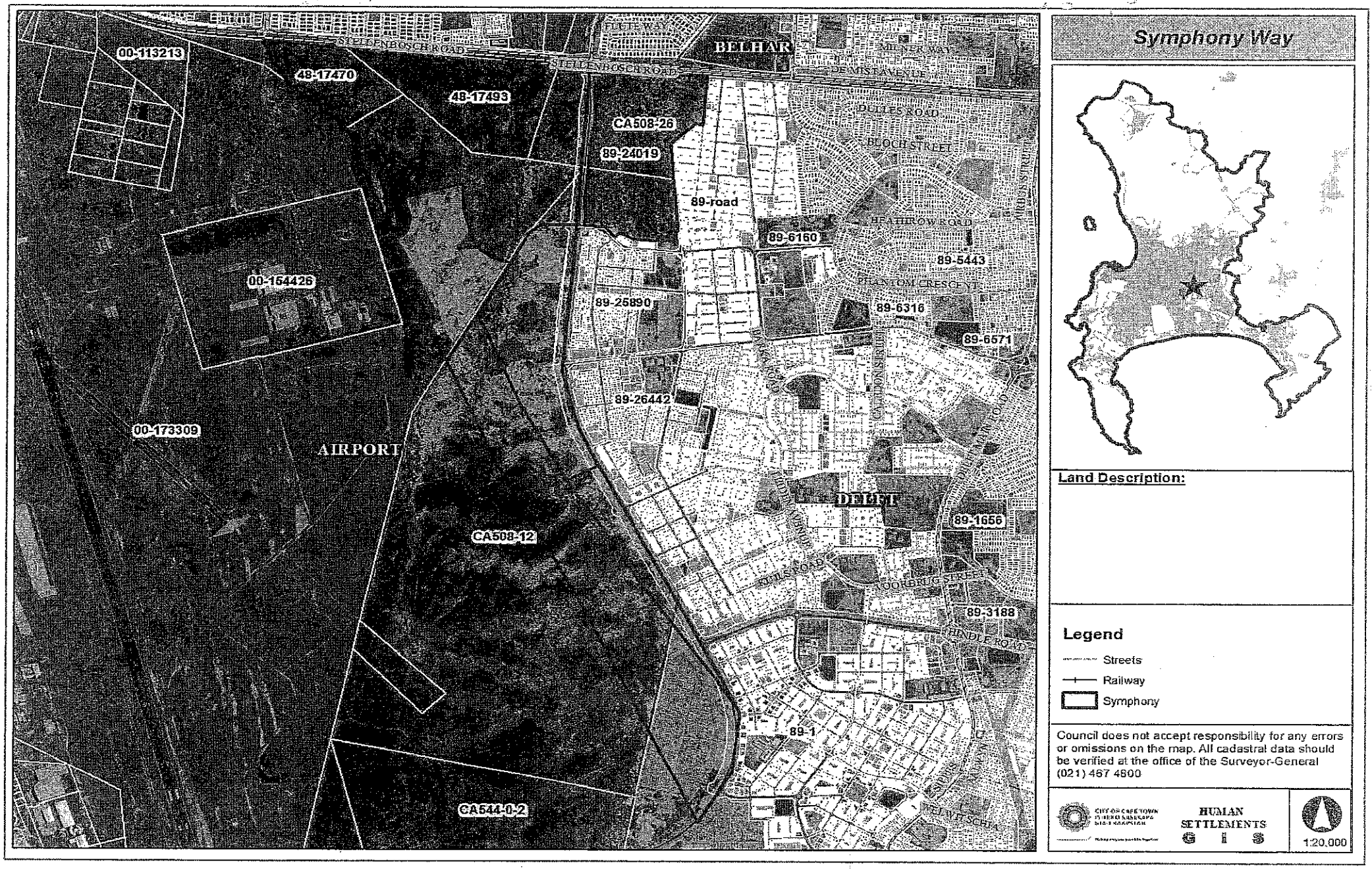
Symphony Way
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48-17493
CA508-26
89-24019
89-road
89-6160
89-5443
00-154426
89-25890
89-6316
89-6571
89-26442
00-173309
AIRPORT
DIEP
89-1656
CA508-12
89-3188
89-1
CA544-0-2
BELHAR
STELLENBOSCH ROAD
DUFF WAY
DE MISTRAAL DR
DUFF ROAD
BLOCH STREET
HEATHROW ROAD
PHANTOM CRESCENT
VOORBRUG STREET
HINDLE ROAD
Land Description:
Legend
Streets
Railway
Symphony
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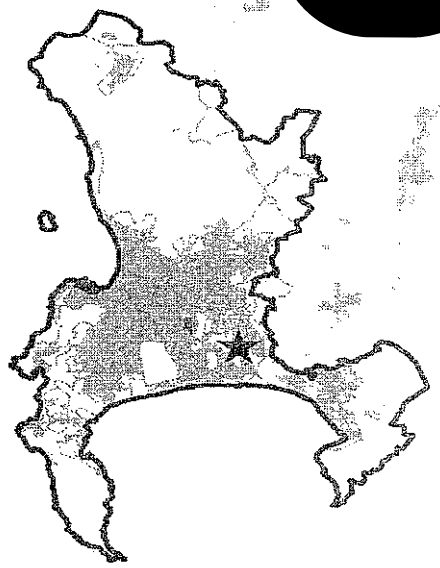
Blueberry Hill,



Land Description:

Legend

- Streets
- Railway
- Site

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CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD

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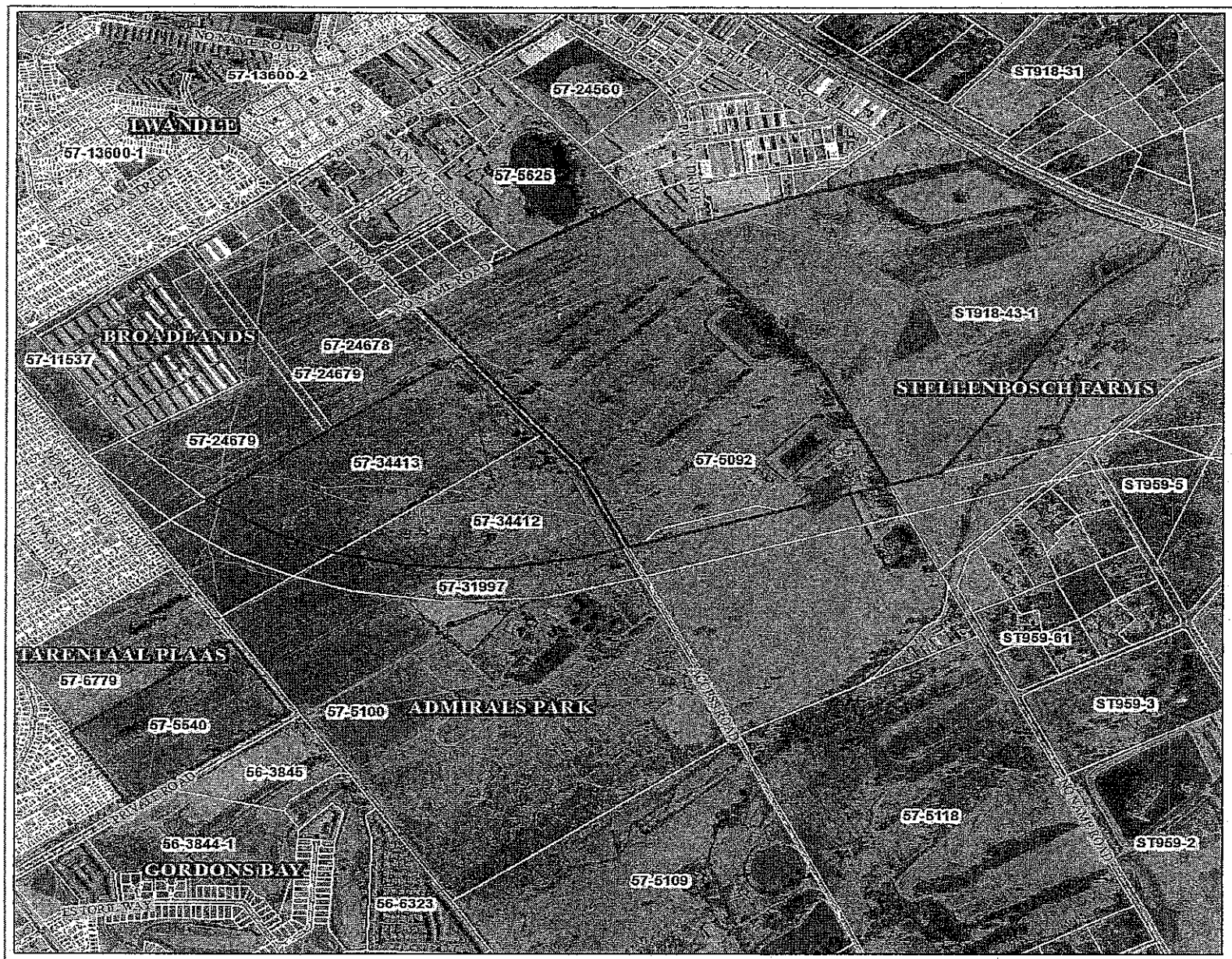
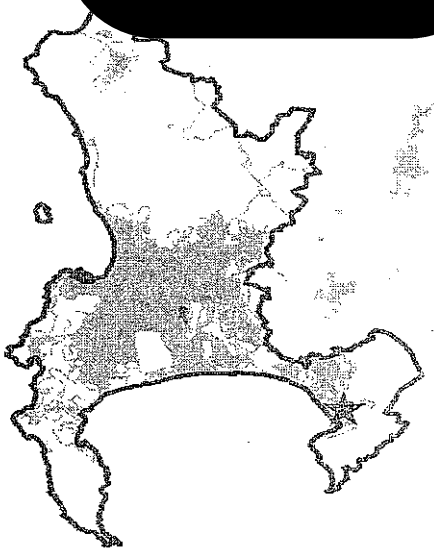


Vlakt



Land Description:

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Streets

Railway

Vlakteplaas

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CITY OF CAPE TOWN

HUMAN SETTLEMENTS

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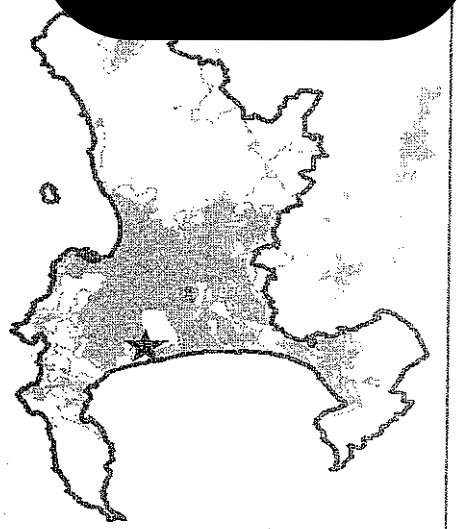

Land Description:

Legend

Streets

Railway

Pelikan_Park_Phase_2

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CITY OF CAPE TOWN

HUMAN SETTLEMENTS

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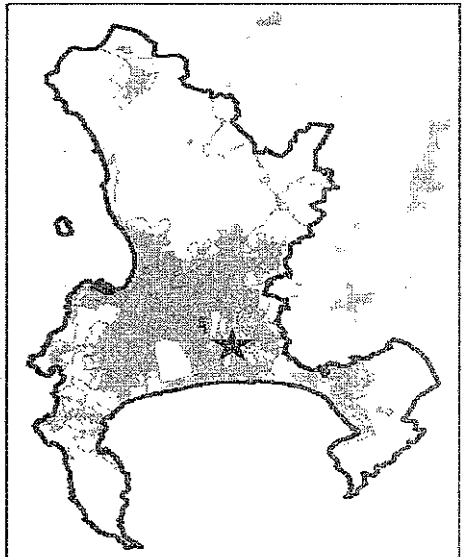
[redacted]

Driftsands



Land Description:

Legend

- Streets
- Railway
- Driftsands
- Erf Boundaries

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HUMAN SETTLEMENTS

1:16 000

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Supporting Documentation

Annexure A:	Resolution of the Board of Directors
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Annexure C:	CSD Registration Documentation
Annexure D:	Proof of Company's Registration with relevant Professional Councils + Company Registration documents
Annexure E:	Proof of Principals' Registrations with relevant Professional Councils
Annexure F:	Original Valid Tax Clearance Certificate, VAT 103 and EMP 103 Forms
Annexure G:	Proof of [redacted]ss
Annexure H:	Proof [redacted]ectors & Shareholding
Annexure I:	Awards

[redacted]

ANNEXURE A:

RESOLUTION OF THE BOARD OF DIRECTORS

[redacted]

[redacted]

ARCHITECTURE | CIVIL, ELECTRICAL, MECHANICAL & STRUCTURAL ENGINEERING | PROJECT MANAGEMENT | QUANTITY SURVEYING

J16/11/15

EXTRACTS [redacted] MINUTES OF A MEETING OF THE BOARD OF DIRECTORS HELD ON 23 Novem[redacted]OMERSET WEST

IT WAS RESOLVED THAT:

Description: Provision Of Professional Project Management Services To Plan, Design And Monitor Integrated Human Settlement Developments Within The City Of Cape Town

[redacted]

(Tender No: 102C/2016/17)

CERTIFIED A TRUE EXTRACT FROM THE MINUTES

[redacted]

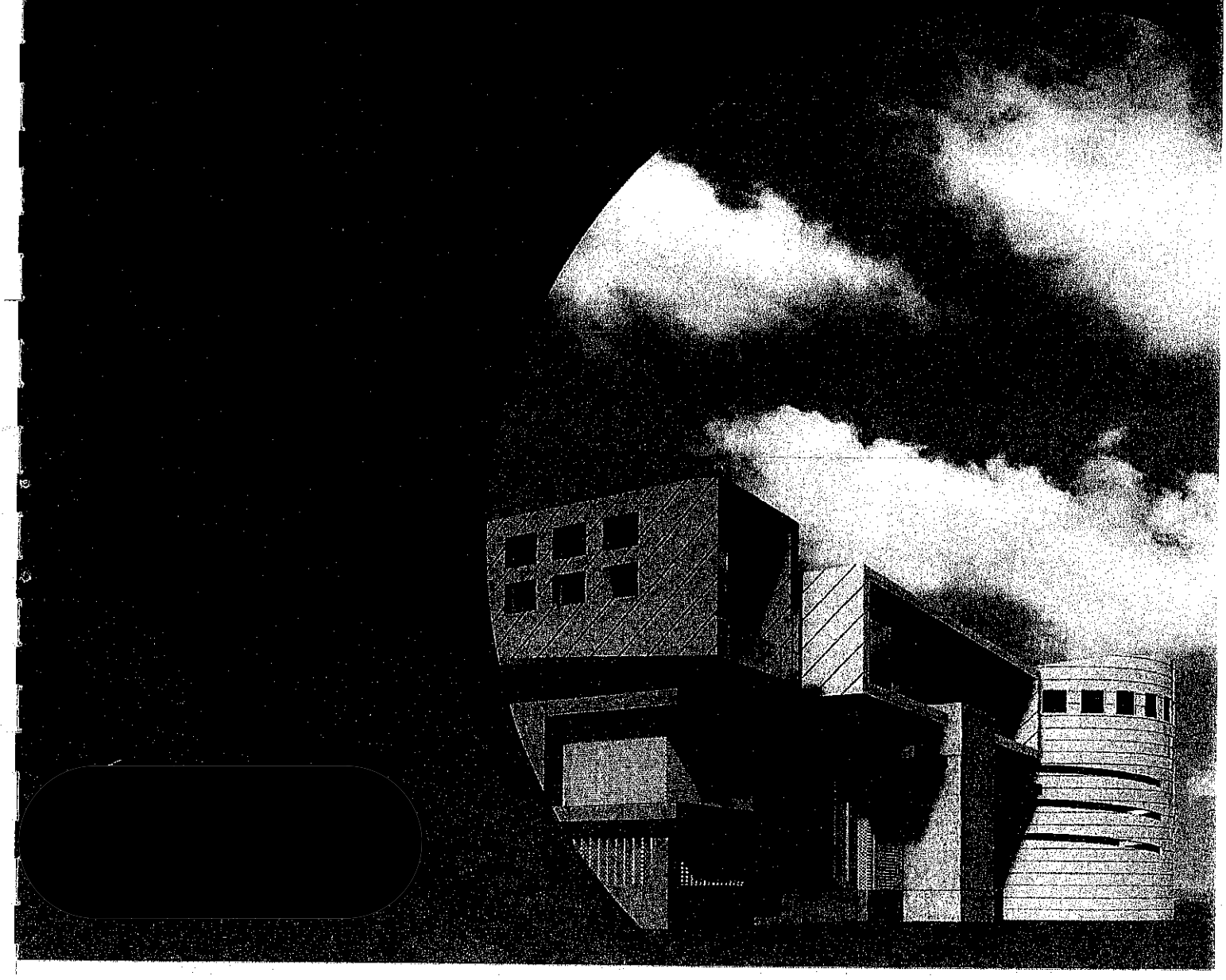
ANNEXURE B:

COMPANY PROFILE

[redacted]

INNOVATIVE QUALITY SOLUTIONS

Multi-disciplinary professional services for the built environment

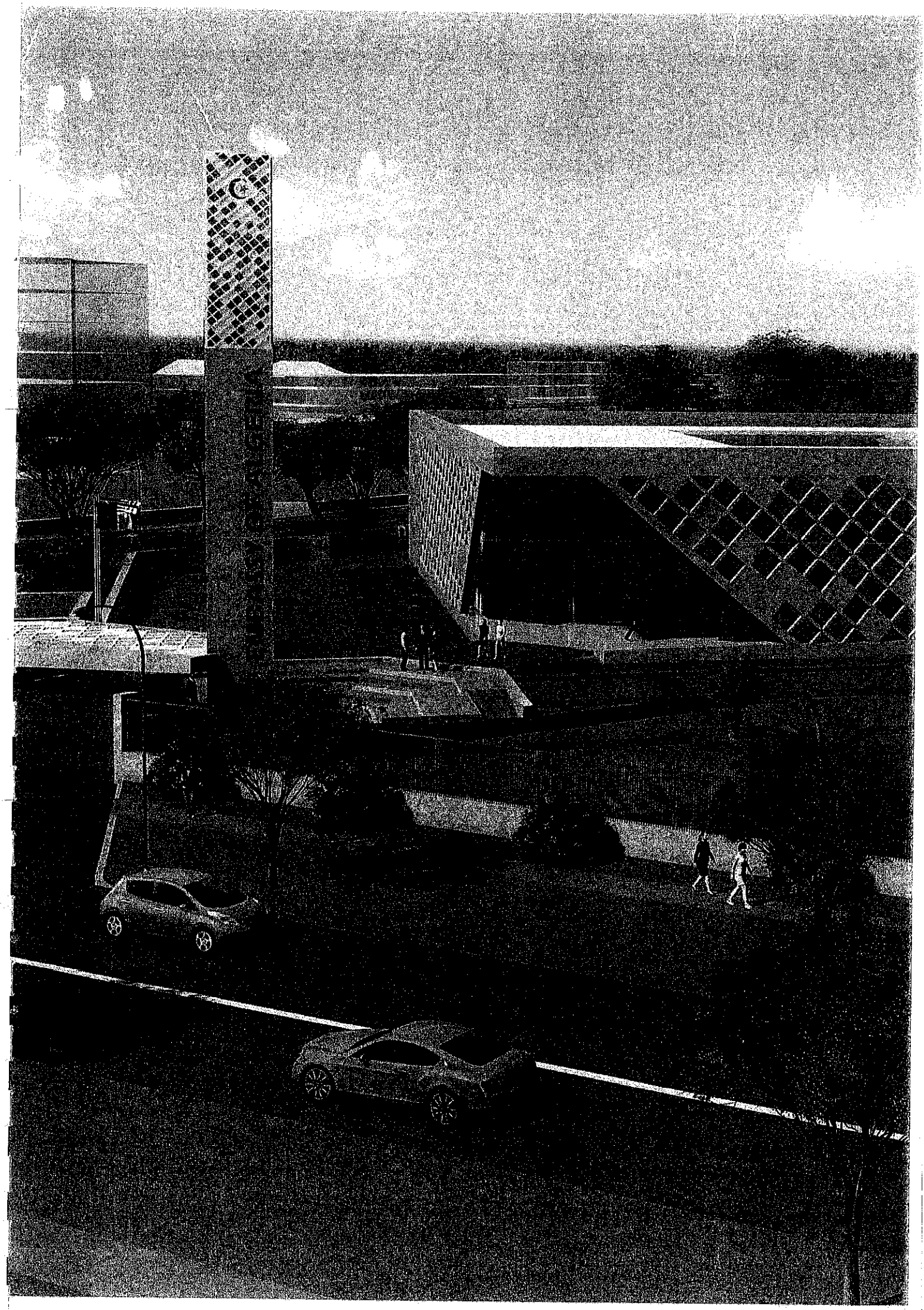


[redacted] *is a multi-disciplinary company of professionals who are passionate about the built environment.*

The company was established in th[redacted]tern Cape in 1994, to meet the substantial [redacted]ewly democratic South Africa. Since t[redacted]s evolved into a international, award-winni[redacted]ancy.

Our disciplines include architecture, building management services, civil engineering, electrical engineering, electronic engineering, mechanical engineering, structural engineering, property management, project management and quantity surveying.

It is in the synergy between these fields t[redacted]s its niche. Our multi-disciplinary approach [redacted] 360-degree view of each project. This allows for optimal efficiency, and assures our clients that we get things right, first time, on time and within budget.



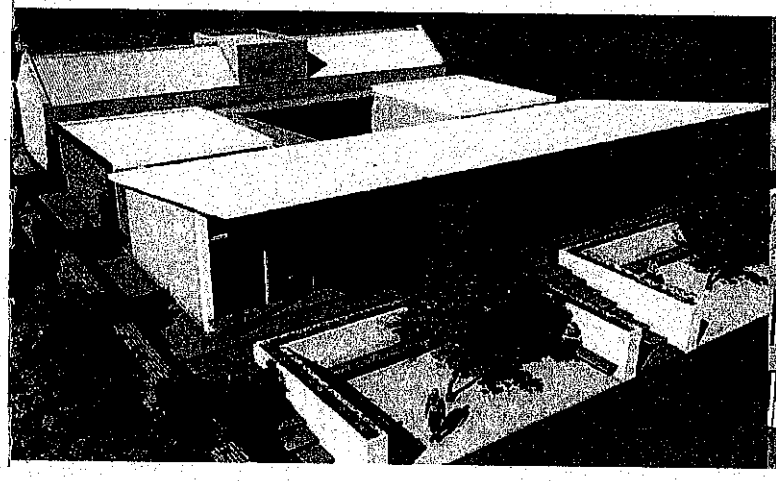
OUR PEOPLE

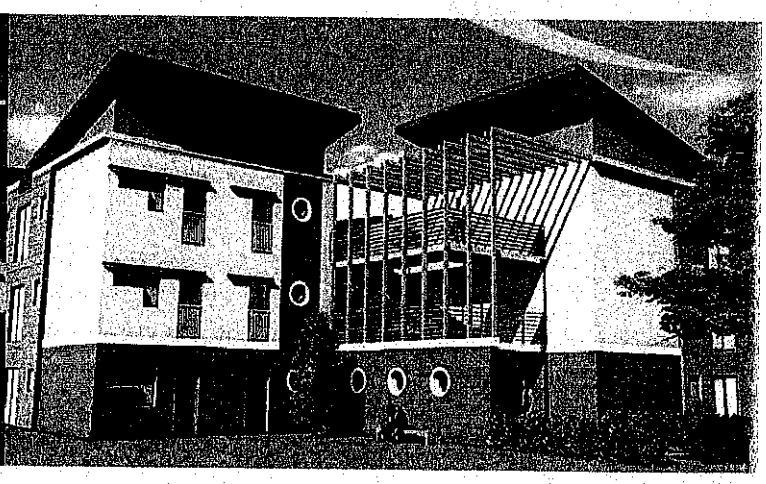
[redacted] recognise that people are at the heart of our business; people who create infrastructure, as well as the people who use it.

Our team of skilled professionals is committed to quality and excellence. We thrive on using our knowledge and experience to find innovative, holistic solutions to our clients' needs. At the same time, we are mindful of our opportunity to uplift and empower the communities in which we work.

[redacted] remains at the forefront of personal and professional development through ongoing training of staff, and mentoring students who will shape the built environment of the future. Our bursary programme and in-service training initiatives are designed to support these aims.

We firmly believe in our ability to initiate positive change and foster diversity, both within our industry and in our nation.





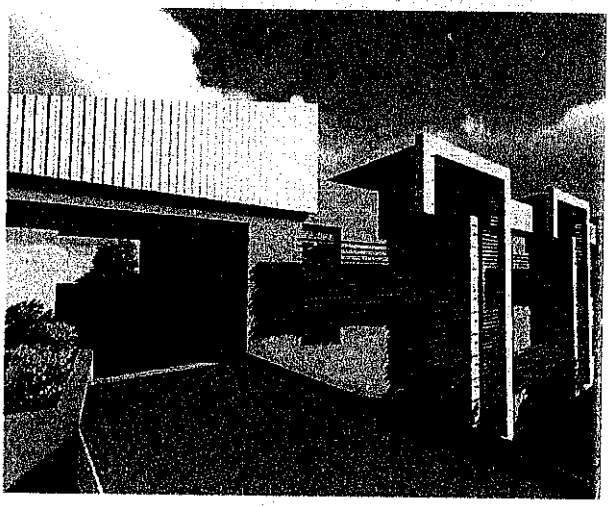
OUR APPROACH

[redacted] ttribute our success to the following

SERVICE EXCELLENCE

We strive to build lasting relationships with our clients and stakeholders. In doing so, we rely on some vital principles: service excellence, outstanding performance, mutual respect and trust.

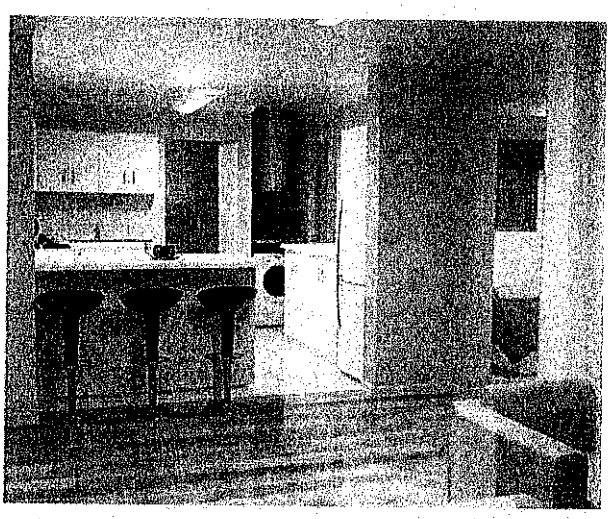
Every project is assigned a senior staff member, who acts as a personal point of contact between the client and the relevant professionals within the multi-disciplinary team. This hands-on approach results in efficient collaboration and a customised solution to our clients' needs.



TECHNICAL EXCELLENCE

Technical excellence is one of our core values. And for this, we look to our people. Our multi-disciplinary team includes professionals who have wide-ranging knowledge, skills and expertise.

[redacted] ed by a competent and dedicated workforce, [redacted] ploys methods and techniques that are tried [redacted] nage a wide range of building [redacted] ains its technical edge through ongo[redacted] ng and quality management.



[redacted] TY MANAGEMENT

[redacted] ntains the International Code of [redacted] Management through its ISO 9001:2008 certification. This focus on quality management assures clients that we are committed to service and quality, continual growth and improvement, and effective problem solving.

[redacted] VATIVE SOLUTIONS

[redacted] des itself on being a dynamic, innovative [redacted] tancy. We are committed to the efficient management of energy and strive to apply "green design" principles, wherever possible.

OUR WORK

[redacted] wide spectrum of professional services. Clients have the option of [redacted]ith just one, or a number, of our divisions. Ideally, we can offer optimal [redacted] when we take a multi-disciplinary approach to our clients' needs.

ARCHITECTURE

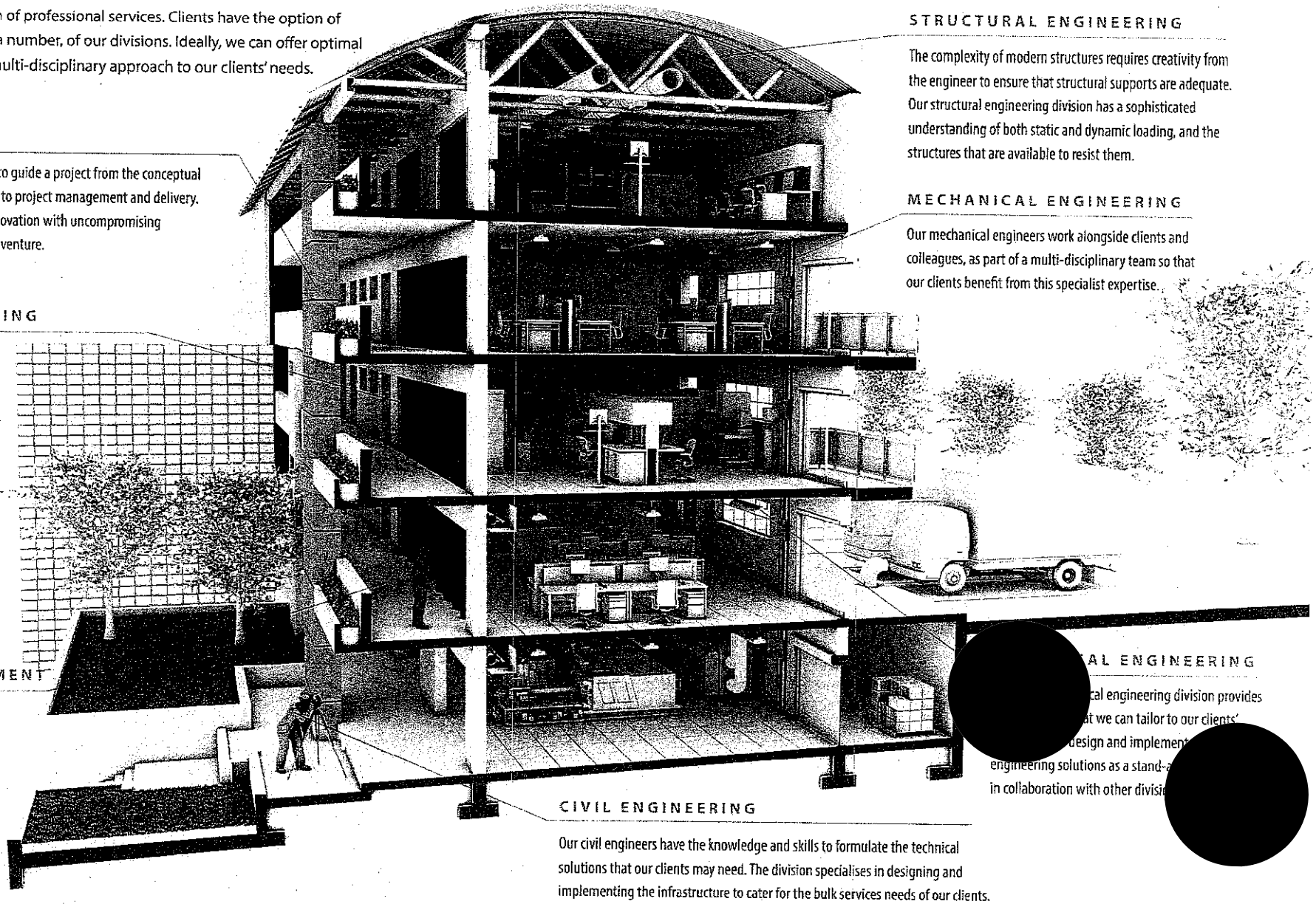
[redacted] team is well placed to guide a project from the conceptual [redacted]nd development, to project management and delivery. [redacted]tects combine innovation with uncompromising [redacted] and a touch of adventure.

[redacted] SURVEYING

[redacted]rveying [redacted]rience in [redacted]ndustry. We [redacted] that the client receives the full cost benefit of active multi-disciplinary collaboration.

PROJECT MANAGEMENT

The project management team works closely with our clients to transform their ideas into viable projects, and eventually, proud landmarks. We do so by applying proven methodologies to manage the scope of work, quality control, time and financial resources.



STRUCTURAL ENGINEERING

The complexity of modern structures requires creativity from the engineer to ensure that structural supports are adequate. Our structural engineering division has a sophisticated understanding of both static and dynamic loading, and the structures that are available to resist them.

MECHANICAL ENGINEERING

Our mechanical engineers work alongside clients and colleagues, as part of a multi-disciplinary team so that our clients benefit from this specialist expertise.

[redacted]AL ENGINEERING

[redacted]cal engineering division provides [redacted]t we can tailor to our clients' [redacted]design and implement [redacted] engineering solutions as a stand-[redacted] in collaboration with other divisi[redacted]

CIVIL ENGINEERING

Our civil engineers have the knowledge and skills to formulate the technical solutions that our clients may need. The division specialises in designing and implementing the infrastructure to cater for the bulk services needs of our clients.

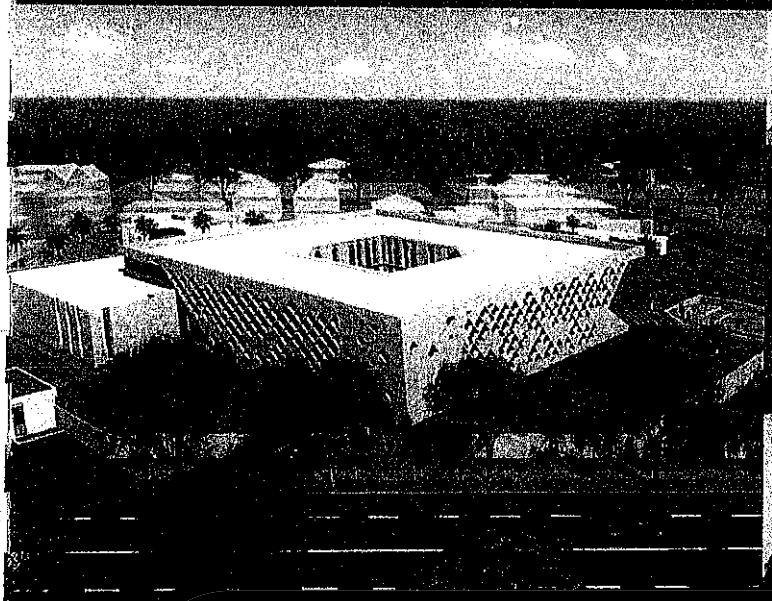
OUR PROFESSIONAL AFFILIATIONS

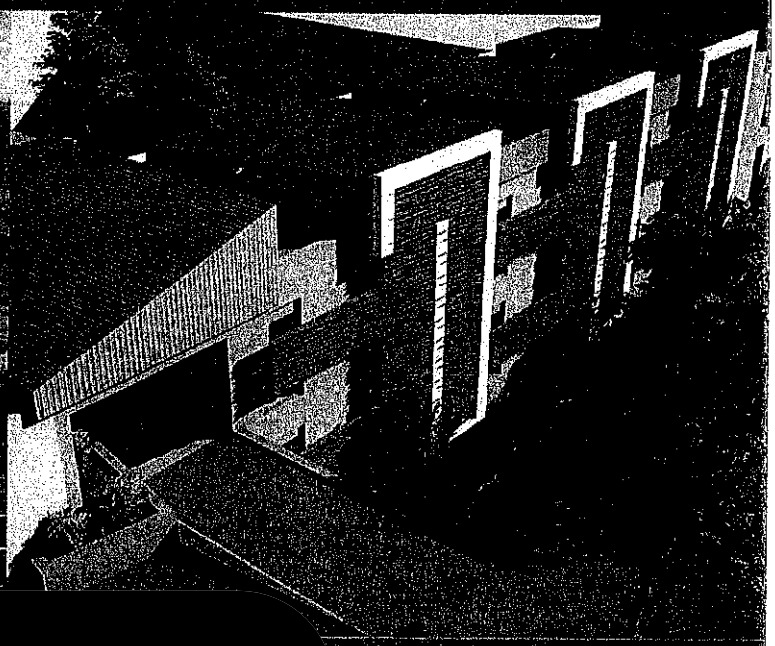
owned and controlled by professionals who are registered with levant professional councils as follows:

• Architecture	**SACAP**
• Engineering	**ECSA**
• Project Management	**SACPCMP**
• Quantity Surveying	**SACQSP**

The company is also a member of the following voluntary associations:

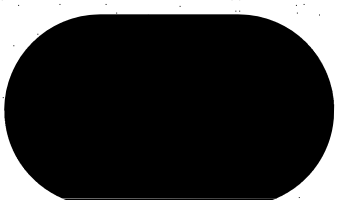
• Architecture	**SAIA**
• Engineering	**CESA**
• Quantity Surveying	**ASAQS/RICS**
• Green Building Council of South Africa	**GBCSA**
• Municipal Engineering	**IMESA**





ANNEXURE C:

CSD REGISTRATION DOCUMENTATION



CENTRAL SUPPLIER DATABASE
FOR GOVERNMENT

Report Date: [redacted]

CSD REGISTRATION SUMMARY REPORT

SUPPLIER IDENTIFICATION

Supplier number	[redacted]
Allow associates?	
Supplier type	
Supplier sub-type	
Legal name	
Identification type	
Government breakdown	
Industry classification	
Business status	
Country of origin	
South African company/CC registration number	
Have Bank Account	
Registration date	
Restricted Supplier	
Restriction Reason	
Restriction Last Verification Date	
Government Employee	
Department	

PREFERRED CONTACT

Contact type	[redacted]
Name(s)	
Identification type	
South African identification number	
Prefer communication via email	
Email address	
Cellphone number	

PREFERRED ADDRESS

Address type	[redacted]
Address line 1	
Suburb	
Province	
Municipality	
City	
Postal code	
Country	

PREFERRED ACCOUNT

Bank Verification Status	[redacted]

TAX

Tax	Tax Clearance Compliance Status / Certificate Verified
	Tax clearance certificate expiry date: [redacted]

SUPPLIER COMMODITIES

Commodity family	Management advisory services; Professional engineering services;

national treasury
Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

CENTRAL SUPPLIER
DATABASE
FOR GOVERNMENT

Report Date: [redacted]

CSD REGISTRATION SUMMARY REPORT

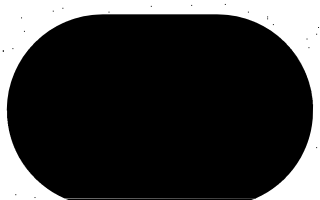
[redacted]

B-BBEE INFORMATION

B-BBEE Status Level Of Contributor	Level 1 Contributor	B-BBEE Certificate Issue Expiry Date	[redacted]

ANNEXURE D:

PROOF OF COMPANY'S REGISTRATION WITH RELEVANT PROFESSIONAL COUNCILS & COMPANY REGISTRATION DOCS



[redacted]

[redacted]

TO WHOM IT MAY CONCERN

This is to confirm that the firm

[redacted]

is a Member of Consulting Engineers South Africa.

[redacted]

ADMINISTRATIVE OFFICER

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations no [redacted]

[redacted]

[redacted]

Engineering Council of South Africa

ECSA

CERTIFICATE OF REGISTRATION OF COMMITMENT AND UNDERTAKING

[redacted]

This Certifies that

[redacted]

[redacted] tered a Commitment and Undertaking [redacted] respect of Electrical [redacted] tronic candidate engineers and established a mentorship scheme in accordance with **ECSA'S TRAINING REQUIREMENTS**

[redacted]

Chief Executive Officer

[redacted]

Engineering Council of South Africa

ECSA

CERTIFICATE OF REGISTRATION OF COMMITMENT AND UNDERTAKING

[redacted]

This Certifies that

[redacted]

has registered a Commitment and Undertaking [redacted] respect of Civil candidate engineers and established a mentorship scheme in accordance with **ECSA'S TRAINING REQUIREMENTS**

[redacted]

Chief Executive Officer

[redacted]

Engineering Council of South Africa

ECSA

CERTIFICATE OF REGISTRATION OF COMMITMENT AND UNDERTAKING

[redacted]

This Certifies that

[redacted]

has registered a Commitment and Undertaking ([redacted]) in respect of [redacted] candidate engineers and established a mentorship scheme in accordance with **ECSA'S TRAINING REQUIREMENTS**

[redacted]

Chief Executive Officer

[redacted]

Engineering Council of South Africa

ECSA

CERTIFICATE OF REGISTRATION OF COMMITMENT AND UNDERTAKING

This Certifies that

[redacted]

registered a Commitment and Undertaking [redacted] respect of Civil candidate engineering technologists and established a mentorship scheme in accordance with **ECSA'S TRAINING REQUIREMENTS**

[redacted]

Chief Executive Officer

[redacted]

THE ASSOCIATION OF SOUTH AFRICAN QUANTITY SURVEYORS

This is to certify that the Quantity Surveying Practice

Titled

[redacted]

Practice No **F1752**

situated at

[redacted]

is registered with the Association of South African Quantity Surveyors in witness whereof the seal of the Association has been hereto affixed with effect from

[redacted]

Executive Director

[redacted]

I ce ument is a true reproducti of the ument which was handed to authentication. I further certify that from my obs no amendment of changes was made to the ori

Pres

[redacted]

THE SOUTH AFRICAN INSTITUTE OF ARCHITECTS
° SAIA °

This is to certify that

[redacted]

is a paid up SAIA Practice, in good standing, with the
South African Institute of Architects

Practice N[redacted]

[redacted]

[redacted]

I certify that this document is a true reproduction (copy)
of the original document which was

[redacted]

[redacted]

GREEN BUILDING COUNCIL SOUTH AFRICA

MEMBER ORGANISATION 2016

CERTIFICATE OF MEMBERSHIP

The Green Building Council of South Africa wishes to thank

[redacted]

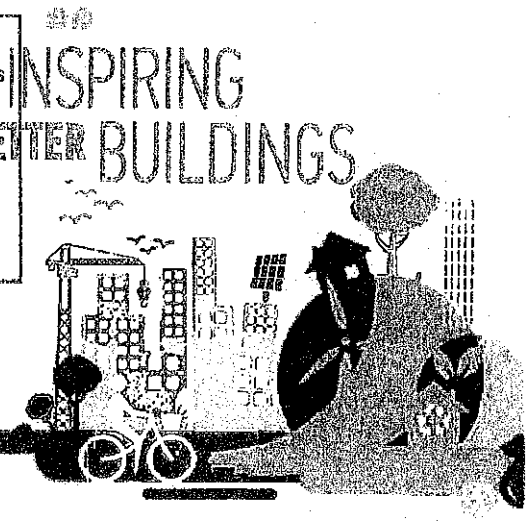
for their valuable contribution in becoming a **GBCSA member**. Our mission to transform the South African Property sector and change the way the world is built is made possible through your generous commitment.

Welcome to the Green Building Movement.

[redacted]

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations no amendment of changes was made to the original

[redacted]



REPUBLIC OF BOPHUTHATSWANA

[redacted]
Companies Act 1973
(Section 64)

Vorm/Form CM 1

Registrasie-[redacted]/Registration No. of Company

[redacted]

Sertifikaat van Inlywing

van 'n Maatskappy met 'n aandelekapitaal

Certificate of Incorporation

of a Company having a share capital

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations no amendment of changes was made to the original

Hierby word gesertifiseer dat/This is [redacted]

vandag ingelyf is kragtens die Maatskappywet, 1973 (Wet 61 van 1973), en dat die Maatskappy 'n maatskappy is met 'n aandelekapitaal.

was this day incorporated under the Companies Act, 1973 (Act 61 of 1973), and that the Company is a company having a share capital.

[redacted]

One Thousand Nine Hundred and [redacted]

Regis[redacted]

Seël van die Registrasiekantoor vir Maatskappye.
Seal of Companies Registration Office.

Hierdie sertifikaat is nie geldig nie, tensy geseël deur die seël van die Registrasiekantoor vir Maatskappye.
This certificate is not valid unless sealed by the seal of the Companies Registration Office.

I, the [redacted]ed,

SPENCE[redacted] MINCHIN

of MAFI[redacted] the Republic of Bophuthatswana,

Notary Public by lawful authority duly admitted

and sworn, do hereby certify and attest unto

all whom it may concern that I have this day

collated and compared with the original the

copies hereunto annexed marked -

FORM CM1, PAGES 1 - 4 and PAGES 1 - 29

being Certificate of Incorporation and Memorandum

and Articles of Assoc[redacted] :-

NINHAM SHAND (B[redacted]NA) INCORPORATED

And I, the said Notary, do further certify and

attest that the same are true and faithful copies

of the said original, and agree therewith in every

respect. An act whereof being required, I have

granted these presents under my Notarial Form and

Seal to serve and avail as occasion shall or may

require.

THUS DONE and PASSED at MAFIKENG aforesaid,

[redacted]

I certify that this document is a true reproduction (copy) of the original document which was handed to me for [redacted] my observations [redacted] the original

[redacted]

Republic of South Africa (Bophutatswana)
Companies Act 1973, Section 44(1)(b)

Republiek van Suid-Afrika (Bophutatswana)
Maatskappywet 1973, Artikel 44(1)(b)

Form/Vorm CM9

Registration No. of Co[redacted] ommer van Maatskappy

Certific[redacted] change of name of company

Sertifikaat van verandering van naam van maatskappy

This is to certify that [redacted] ord gesertifiseer dat

NINHAM S[redacted] VEST) INC

has changed its name by SPE[redacted] ESOLUTION and is now called
sy naam verander het by SP[redacted] ESLUIT en nou genoem word

NINHAM SHAND (NO[redacted] OPRIETARY) LIMITED

and that the new name has this day been entered in the Register of Companies.
en dat die nuwe naam op hierdie dag in die Register van Maatskappye aangeteken is.

Signed and sealed at Pr[redacted]

day of/dag van [redacted]

One Thousand Nine Hun[redacted]

Seal of Companies Registration Office
Seel van Registrateur van Maatskappye

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations no[redacted]

[redacted]

COPY

Registration No. of Comp... ...nommer van Maatskappy

[redacted]

Certificate of change of name of company

Sertifikaat van verandering van naam van maatskappy

This is to certify th... ...y word gesertifiseer dat

NINHAM SHAND (N... ...PROPRIETARY) LIMITED

has changed its name by SPECIAL RESOLUTION and is now called
sy naam verander het by SPESIALE BESLUIT en nou genoem word

CSM CONSULTIN... ...ROPRIETARY) LIMITED

and that the new name has this ... ...n entered in the Register of Companies.
en dat die nuwe naam op hierdie dag in die Register van Maatskappye aan geteken is.

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations

[redacted]

Signed and sealed at Pretoria, this/Geteken en geseël te Pretoria op hede die

day of/dag van

[redacted]

Certificate of change of name dated _____ herewith
Hierby sertifikaat van verandering van naam gedateer

Name of company
Naam van maatskkapp...

Maats...
Registr...

Postal Address
Posadres _____

[redacted]

...ernment Printer's Copyright Authority 9026 of 7.08.89 – FORM CM 9

COR39

Date: [redacted] Our Reference: [redacted]

[redacted]

RE: Amendment to Company Information
Company Number: [redacted]
Company Name:

We have received a C

The COR39 was accepte

The following change was effected to Director/Secretary/Officer:

[redacted]

[redacted]

...as Changed

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations no amendment of changes was made to the original

[redacted]

Yours truly

Commissioner: CIPC

Please Note:

The attached certificate can be validated on the CIPC web site at www.cipc.co.za.
The contents of the attached certificate was electronically transmitted to the South African Revenue Services.

The Companies and Intellectual Property Commission
of South Africa
P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA
Call Centre Tel 086 100 2472. Website www.cipc.co.za

[redacted]

[redacted]

Certificate issued by the Companies and Intellectual Property Commission on Monday
Certificate of Confirmat

Companies and Intellectual Property Commission

Registration number	
Enterprise Name	
Enterprise Shortened Name	**None provided.**
Enterprise Translated Name	**None provided.**
Registration Date	
Business Start Date	
Enterprise Type	**Private Company**
Enterprise Status	**In Business**
Financial year end	
Main Business/Main Object	
Postal address	
Address of registered office	
Location of Company Records	

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentification. I further certify that from my observations no amendments of [illegible] DATE:

[redacted]

Companies and Intellectual Property Commission

a division of the dti group

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations no amendment of changes was made to the original

[redacted]

[redacted]

COR39

Certificate issued by the Compa[redacted] Intellectual Property Commission on Monday, July [redacted]02
Certificate of Confirmation

Companies and Intellectual Property Commission
a member of the dti group

Registration number

Enterprise Name

[redacted]

Name

Postal Address

Active Directors / Officers

Surname and first names	ID number or date of birth	Director type	Appoint-ment date	Addresses
[redacted]				

I certify that this docum[redacted] of the original document which was handed to me for authentication. I further certify that from my observations no amendment of changes was made to the original document.

[redacted]

The Companies and Intellectual Property Commission
of South Africa
P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 256, PRETORIA
Call Centre Tel 086 100 2472. Website www.cipc.co.za

[redacted]

ANNEXURE E:

PROOF OF PRINCIPALS' REGISTRATIONS WITH RELEVANT PROFESSIONAL COUNCILS

Engineering Council of South Africa

This is to certify that [redacted]

is registered as *Professional Engineer*

in terms of the Engineering Profession Act, 2000
(Act No. 46 of 2000)

Date [redacted]

Registration Number [redacted]

[redacted]

[redacted]

Council of South Africa Suid-Afrikaanse Raad vir Ingenieurswese Engineering

certify that this document is a true reproduction (copy)
the original document which was handed to me for
thentication. I further certify that from my observations
amendment of changes was made to the original

DATE:

[redacted]

Engineering Council of South Africa

This is to certify that

[redacted]

is registered as **Professional Engineer**

in terms of the Engineering Profession of South Africa A

[redacted]

registration numb

[redacted]

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations no amendment of changes was made to the original

[redacted]

Engineering Council of South Africa

This is to certify that [redacted]

is registered as *Professional Technologist (Engineering)*

in terms of the Engineering Profession of South Africa Act 1990 (Act 114 of 1990)

Date [redacted]

Registration Number [redacted]

[redacted]

President

[redacted]

SACPCMP

The South African Council for the Project and Construction Management Professions

THIS IS TO CERTIFY THAT

[redacted] Möhr

IS REGISTERED AS A

Professional Construction Project Manager

IN TERMS OF SECTION 18.(1)(a) OF THE PROJECT AND CONSTRUCTION MANAGEMENT PROFESSIONS ACT(ACT NO. 48 OF 2000)

REGISTRATION NUMBER

[redacted]

This certificate remains the property of the Council and is subject to verification with the Council
The Council may cancel the registration of a registered person in terms of section 20.(1)(a) of Act(Act No 48 of 2000)

[redacted]

EXPIRY DATE

[redacted]

[redacted]

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations no amendment of changes was made to the original

[redacted]

[redacted]

IS ENROLLED AS A MEMBER OF THE SOUTH AFRICAN INSTITUTE OF ARCHITECTS. IN WITNESS WHEREOF THE SEAL OF THE INSTITUTE IS HERETO AFFIXED.

IS INGESKRYF AS 'N LID VAN DIE SUID-AFRIKAANSE INSTITUUT VAN ARGITEKTE. AS BEWYS DAARVAN IS DIE SEËL VAN DIE INSTITUUT HIEROP AAN-GEBRING.

PRESIDENT [redacted]

UITVOERENDE BEAMPTE
EXECUTIVE OFFICER [redacted]

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations [redacted]

L I D N O M M E R
ENROLMENT NUMBER [redacted]

J O H A N N E S B U R G

SOUTH AFRICAN COUNCIL FOR THE ARCHITECTURAL PROFESSION

THIS IS TO CERTIFY THAT [redacted]

IS REGISTERED AS A **PROFESSIONAL ARCHITECT**

IN TERMS OF THE ARCHITECTURAL PROFESSION ACT
NO 44 OF 2000

[redacted]

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations no amendment of

[redacted]

Engineering Council of South Africa

This is to certify that [redacted]

is registered as *Professional Engineer*

in terms of the Engineering Profession Act, 2000
(Act No. 46 of 2000)

Date [redacted]

Registration Number [redacted]

[redacted]

President

[redacted]

Chief Executive Officer

ECSA

certify that this document is a true reproduction (copy)
the original document which was handed to me for
uthentication. I further certify that from my observations
o amendment of changes was made to the original

[redacted]

Engineering Council of South Africa

This is to certify that [redacted]

is registered as *Professional Engineer*

in terms of the Engineering Profession Act, 2000
(Act No. 46 of 2000)

Date [redacted]

Registration Number [redacted]

[redacted]

[redacted]

Chief Executive Officer

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations no amendment of changes was made to the original

[redacted]

[redacted]

[redacted]

WAS ELECTED A **PROFESSIONAL MEMBER** OF
THE ROYAL INSTITUTION OF CHARTERED SURVEYORS

[redacted]

MEMBERSHIP NUMBER

[redacted]

PRESIDENT OF RICS

[redacted]

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations no amendment of changes was made to the original

[redacted]

[redacted]

RICS®

This diploma is held from year to year subject to the provisions of the bye-laws of the Institution.

THE SOUTH AFRICAN COUNCIL
for the
QUANTITY SURVEYING PROFESSION

Established in terms of the Quantity Surveying Profession Act 2000 (Act No 49 of 2000)

This is to certify that

[redacted]

Professional Quantity Surveyor

and is entitled to use the abb[redacted]n PrQS

Registration No. [redacted]

in terms of the
Quantity Surveying Profession Act (Act No 49 of 2000)
in witness whereof the seal of the Council
has been hereto affixed

with effect from

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]ment is a true reproductio[redacted]
[redacted]ent which was handed to m[redacted]
[redacted]ther certify that from my obse[redacted]
[redacted]f changes was made to the ori[redacted]

Engineering Council of South Africa

CERTIFIED A TRUE COPY OF THE ORIGINAL

[redacted]

Signatu[redacted]

This is to certify that [redacted]

is registered as *Professional Engineer*

in terms of the Engineering Profession Act, 2000
(Act No. 46 of 2000)

Date [redacted]

Registration Number [redacted]

[redacted]

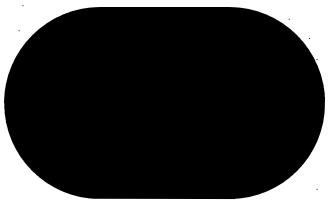
[redacted]

Chief Executive Officer

Engineering Council of South Africa
ECSA

ANNEXURE F:

ORIGINAL VALID TAX CLEARANCE CERTIFICATE, VAT 103 AND EMP 103 FORMS



South African Revenue Service

Tax	tificate Number
000	590

Tax Clearance Certificate - Good ding

[redacted]

Company Registration Number	[redacted]
Income Tax	
VAT/Diesel Registration	
PAYE Registration	
UIF Registration	
SDL Registration	
Trading Name	
Tender Number	

It is hereby confirmed that, on the basis of the information at my disposal, the above-mentioned taxpayer has complied with the requirements as set out in section 256(3) of the Tax Administration Act.

This certificate is valid for a period of 12 months unless otherwise communicated by SARS.

Verification of this certificate can be done at any SARS Revenue office nationwide.

Photo copies of this certificate are not valid.

SARS reserves the right to withdraw this certificate at any time should any taxes, levies or duties become due and outstanding by the above taxpayer during the one year period for which the certificate is valid.

This certificate is issued free of charge by SARS.

SARS

VALUE-ADDED TAX
BELASTING OP TOEGEVOEGDE WAARDE

VAT

Notice of registration
Kennisgewing van registrasie

[redacted]

Registration number:
Registrasienommer:

SARS branch office:
SARS takkantoor:

Postal address:
Posadres:

Telephone number:
Telefoonnommer:

Fax number:
Faksnommer:

E-mail address:
E-pos adres:

Date:
Datum:

Trading or other name
Handelsnaam of ander naam

[redacted]

This number must be indicated on all tax invoices issued by you and quoted in all correspondence with the SARS branch office.
Retain this notice for future reference.

Hierdie nommer moet op alle belastingfakture wat u uitreik, vermeld word en in alle korrespondensie met die SARS takkantoor aangehaal word.
Bewaar hierdie kennisgewing vir toekomstige verwysing.

2 You have been registered for Value-Added Tax (VAT) as from
U is vir Belasting op Toegevoegde Waarde (BTW) geregistreer vanaf

3 A
'n 1 month tax period, category
maand belastingtydperk, kategorie

s described below, has been allocated to you.
skryf word, is aan u toegeken.

Category Kategorie	A	The periods of two months ending on the last day of January, March, May, July, September and November. Die tydperke van twee maande wat eindig op die laaste dag van Januarie, Maart, Mei, Julie, September en November.
Category Kategorie	B	The periods of two months ending on the last day of February, April, June, August, October and December. Die tydperke van twee maande wat eindig op die laaste dag van Februarie, April, Junie, Augustus, Oktober en Desember.
Category Kategorie	C	The last day of each of the twelve months of the calender year. Die laaste dag van elk van die twaalf maande van die kalenderjaar.
Category Kategorie	D	The periods of six months ending on the last day of Die tydperke van ses maande wat eindig op die laaste dag van and en
Category Kategorie	E	The periods of twelve months ending on the last day of Die tydperke van twaalf maande wat eindig op die laaste dag van
Category Kategorie	F	The tax periods of four months ending on the last day of February, June and October. Die tydperke van vier maande wat eindig op die

4 Your first tax period will commence on
U eerste belastingtydperk begin op

(or with approval from the Commissioner within 10 days before or
(of met goedkeuring van die Kommissaris binne 10 dae voor of na

Your subsequent tax periods must end on (or within 10 days before or after) the last day of the relevant tax period, provided that each tax period must begin on the first day following the last day of the previous tax period.

die laaste dag van die betrokke belastingtydperk, met dien verstande dat elke belastingtydperk moet begin op die eerste dag van die laaste dag van die voorafgaande belastingtydperk.

5 You must use the INVOICE BASIS to account for the tax payable by you.
U moet op die rekenskap gee van die belasting wat deur u betaalbaar is.

6 Please refer to VAT-guide for vendors (VAT 404) for further information regarding Value-Added Tax.
Verwys asseblief na BTW-gids vir ondernemers (VAT 404) vir verdere inligting aangaande Belasting op Toegevoegde Waarde.

7 XXXX

SOUTH AFRICAN REVENUE SERVICE
SUID-AFRIKAANSE INKOMSTEDIENS

EMP 103

PAYE/SDL/UIF
LBS/SDL/UIF

- Notice of Registration
- Kennisgewing van Registrasie

[redacted]

[redacted] production (
[redacted] anded to me
[redacted] from my observ
no amendment of changes was made to the origin

[redacted] of ander naam

[redacted]

U verwysingsnommer is: **PAYE/LBS** [redacted]

SDL

UIF

E | Tax [redacted]

This number must be indicated on all correspondence with the Receiver [redacted] op alle korrespondensie aan die Ontvanger van Inkomste [redacted] hierdie kennisgewing vir toekomstige verwysing.
Retain this notice for future reference.

2. Payment in respect of PAYE, SDL or UIF must be made under cover of an EMP 201 (Return) to the SARS office within 7 days after the end of the month during which it was deducted or withheld. Where the 7th day is not a **"Business day"** such payment must be made on or before the last **"Business day"** prior to the 7th day. **"Business day" means any day which is not a Saturday, Sunday or public holiday.**

3. If payment is not paid in full within 7 days, a penalty equal to 10% as well as interest at the prescribed rate are payable on the amount in respect of the period during which such short payment remains unpaid.

4. Please notify above-mentioned SARS office in writing within 14 days of any change in your registered particulars or if a person ceased to be an employer.

5. Please refer to EMP 10 guidelines to employers, for further information regarding Employees Tax, Skills Development Levy or Unemployment Insurance Fund contributions.

2. Betalings ten opsigte van LBS, SDL of UIF moet binne 7 dae na die einde van die maand waartydens dit afgetrek of teruggehou is, per EMP 201 - (Opgawe) aan die SAID kantoor oorbetaal word. Waar die 7de dag nie 'n **"Besigheidsdag"** is nie moet die bedoelde betaling voor of op die laaste **"Besigheidsdag"** wat die 7de dag voorafgaan, betaal word. **"Besigheidsdag" beteken enige dag wat nie 'n Saterdag, Sondag of openbare vakansiedag is nie.**

3. Indien die betaling nie binne die tydperk van 7 dae ten volle betaal is nie, is 'n boete gelyk aan 10% asook rente teen die voorgeskrewe koers betaalbaar op die bedrag ten opsigte van die tydperk waartydens die bedrag uitstaande bly.

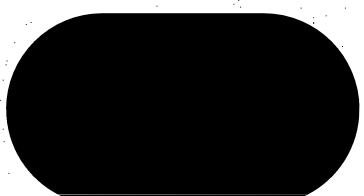
4. Stel asseblief bovermelde SAID kantoor binne 14 dae skriftelik in kennis van enige verandering in geregistreerde besonderhede of indien 'n persoon opgehou het om 'n werkgewer te wees.

5. Verwys asseblief na EMP 10 riglyne aan werkgewers, vir verdere inligting aangaande Werknemersbelasting, Vaardigheidontwikkelingsheffing of die Werdoosheidversekeringfondsbydraes.

[redacted]

ANNEXURE G:

PROOF OF ADDRESS



STANDARD LEASE AGREEMENT

The Landlord hereby lets to the Tenant, who hereby hires from the Landlord, the Leased Premises in accordance with the particulars contained in the Schedule and the terms and conditions set out in the Annexures attached hereto. The Schedule and annexures shall form part of this Lease, as if specifically incorporated herein.

'SCHEDULE'

[redacted]

	[redacted] ental:		[redacted] (excluding VAT)
Unit 11 [redacted]	R 88,511.40 (Escalation 9% py) R 96,477.43 R 105,160.39 R 9,327.50 (Escalation 9% py) R 10,166.98 R 11,082.00	R Nil plus increases contemplated	R 97,838.90

Duration of the Lease in [redacted] upation

Use of Leased Premises:

Annexures to this Agreement of Lease:
PLN – Plan of Leased Premises

TENANT INSTALLATION
Tenant Installation/allowance by Landlord: **NIL**
Expiry date within which to claim Tenant Installation: NA

LANDLORD'S SIGNATURE for and on behalf of the Landlord who warrants [redacted]

[redacted] **e line in full)** for and on behalf [redacted] is duly authorised thereto:

Date of signature: _____
Place of signature: _____

[redacted] HR

CERTIFIED A TRUE COPY OF [redacted]

ANNEXURE H:

PROOF OF DIRECTORS & SHAREHOLDING

[redacted]

[redacted]

[redacted]

[redacted]

TO WHOM IT MAY CONCERN

[redacted]

In our capacity as auditors of the above company, we certify the following:

The shareholding in the company is currently as follows:

Name	Number of Shares	Percentage
[redacted]	1 504 ordinary shares	37.6%
	1 120 ordinary shares	28.0%
	776 ordinary shares	19.4%
	600 ordinary shares	15.0%

The directors of the company are currently as follows:

[redacted]

Yours faithfully

CERTIFIED A TRUE COPY OF THE ORIGINAL

[redacted]

[redacted]

[redacted]

[redacted]

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations no amendment of changes was made to the original

[redacted]

[redacted]

S.A.BURGER/S.A.CITIZEN

[redacted]

GEBOORTEDISTRIK OF-LAND/
DISTRICT OR COUNTRY OF BIRTH

SUID-AFRIKA

[redacted]

[redacted]

GEREGISTREERDE WOON- EN POSADRES

1. Bewaar die bewys van u GEREGISTREERDE WOON- EN POSADRES in hierdie sakkie.

2. Indien u van adres verander het, of indien besonderhede van u huidige adres, bv. straatnaam en/of -nommer, ens. verander het, moet die vorm KENNISGEWING VAN ADRESVERANDERING, wat in die sakkie agter in die identiteitsdokument is, gebruik word om die verandering aan te meld en moet dit ingedien word by of gepos word aan die naaste streek-/distrikkantoor van die DEPARTEMENT VAN BINNELANDSE SAKE.

REGISTERED RESIDENTIAL AND POSTAL ADDRESS

1. Keep the proof of your REGISTERED RESIDENTIAL AND POSTAL ADDRESS in this pocket.

2. If you have changed your address, or, if particulars of your present address, e.g. name of street and/or street number, etc., have been changed, the NOTICE OF CHANGE OF ADDRESS form in the pocket at the back of the identity document must be used to report the change and it must be handed in at or posted to the nearest regional/district office of the DEPARTMENT OF HOME AFFAIRS.

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations no amendment of changes was made to the original

[redacted]

[redacted]

S.A. BURGER/S.A. CITIZEN

[redacted]

GEBOORTEDISTRIK OF-LAND/
DISTRICT OR COUNTRY OF BIRTH

SUID-AFRIKA

[redacted]

GEREGISTREERDE WOON- EN POSADRES

1. Bewaar die bewys van u GEREGISTREERDE WOON- EN POSADRES in hierdie sakkie.

2. Indien u van adres verander het, of indien besonderhede van u huidige adres, bv. straatnaam en/of -nommer, ens., verander het, moet die vorm KENNISGEWING VAN ADRESVERANDERING, wat in die sakkie agter in die identiteitsdokument is, gebruik word om die verandering aan te meld en moet dit ingedien word by of gepos word aan die naaste streek-/distrikkantoor van die DEPARTEMENT VAN BINNELANDSE SAKE.

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[redacted]

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentification. I further certify that from my observations no amendment of changes was made to the original

CERTIFICATE NO. [redacted]

NO. OF SHARES [redacted]

SHARE CERTIFICATE

[redacted]

Registered Office
Po Box 385
Somerset Mall
Western Cape
7137

This is to certify that the undermentioned is the registered proprietor of fully paid up shares as shown below in the capital of the above Company, subject to the Memorandum of Incorporation

NAME AND ADDRESS	CLASS OF SHARES	ISSUE PRICE	REF. NO.	DATE	CERT NO	NO. OF SHARES
[redacted]	Ordinary		[redacted]			

Given on behalf of the company at Somerset West on [redacted]

DISTINCTIVE NUMBERS		NUMBER OF SHARES
FROM	TO	
INCLUSIVE		
		[redacted]

[redacted]

CERTIFICATE NO.

NO. OF SHARES

[redacted]

Registered Office
Po Box 385
Somerset Mall
Western Cape
7137

This is to certify that the undermentioned is the registered proprietor of fully paid up shares as shown below in the capital of the above Company, subject to the Memorandum of Incorporation

NAME AND ADDRESS	CLASS OF SHARES	ISSUE PRICE	REF. NO	DATE	CERT.	NO. OF
[redacted]	Ordinary	[redacted]	Allotment	[redacted]		

Given on behalf of the company at Somerset West on [redacted]

DISTINCTIVE NUMBERS		NUMBER OF SHARES
FROM	TO	
INCLUSIVE		
		[redacted]

[redacted]

CERTIFICATE NO.

[redacted]

NO. OF SHARES

[redacted]

SHARE CERTIFICATE

[redacted]

Registered Office
Po Box 385
Somerset Mall
Western Cape
7137

This is to certify that the undermentioned is the registered proprietor of fully paid up shares as shown below in the capital of the above Company, subject to the Memorandum of Incorporation

NAME AND ADDRESS	CLASS OF SHARES	ISSUE PRICE	REF. NO	DATE	CERT. NO	NO. OF SHARES
[redacted]	Ordinary	1	[redacted]			

Given on behalf of the company at Somerset West

[redacted]

DISTINCTIVE NUMBERS		NUMBER OF SHARES
FROM	TO	
INCLUSIVE		
		761

[redacted]

CERTIFICATE NO. [redacted]

NO. OF SHARES [redacted]

SHARE CERTIFICATE

[redacted]

Registered Office
Po Box 385
Somerset Mall
Western Cape
7137

This is to certify that the undermentioned is the registered proprietor of fully paid up shares as shown below in the capital of the above Company, subject to the Memorandum of Incorporation

NAME AND ADDRESS	CLASS OF SHARES	ISSUE PRICE	REF NO	DATE	CERT No	NO OF SHARES
[redacted]	Ordinary	[redacted]				

Given on behalf of the company at Somerset West [redacted]

DISTINCTIVE NUMBERS		NUMBER OF SHARES
FROM	TO	
INCLUSIVE		
		[redacted]

[redacted]

CERTIFICATE NO. [redacted]

NO. OF SHARES [redacted]

SHARE CERTIFICATE

[redacted]

This is to certify that the undermentioned is the registered proprietor of fully paid up shares as shown below in the capital of the above Company, subject to the Memorandum of Incorporation

NAME AND ADDRESS	CLASS OF SHARES	[redacted]
[redacted]	ORDINARY	[redacted]

Given on behalf of the company at SOMERSET WEST on [redacted]

DISTINCTIVE NUMBERS		NUMBER OF SHARES
FROM	TO	
INCLUSIVE		
		[redacted]

[redacted]

CERTIFICATE NO. [redacted]

NO. OF SHARES [redacted]

SHARE CERTIFICATE

[redacted]

This is to certify that the under mentioned is the registered proprietor of the fully paid up shares as shown below as per margin inclusive in the above company, subject to the Memorandum of Incorporation and the Rules and Regulations of the Company.

This certificate and the shares evidenced by this certificate are transferable only upon compliance with the provisions of the Memorandum of Incorporation.

NAME AND ADDRESS	CLASS OF SHARES	ISSUE PRICE	REF. NO.	DATE	CERT. NO	NO. OF SHARES
[redacted]	Ordinary non par value	[redacted]		[redacted]		

DISTINCTIVE NUMBER

CERTIFIED A TRUE COPY OF THE ORIGINAL

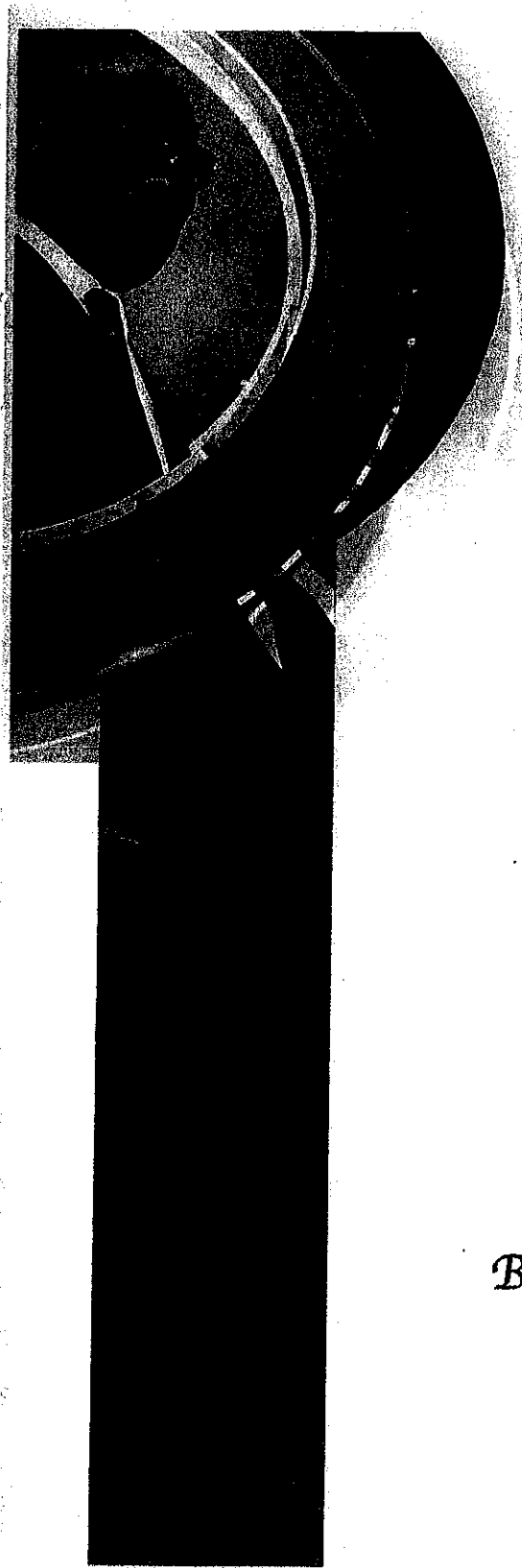
Given on behalf of the company at Somerset West on

[redacted]

ANNEXURE I:

AWARDS

[redacted]



CERTIFICATE

DEPARTMENT OF HUMAN SETTLEMENTS

GOVAN MBEKI AWARDS 2014

showcasing excellence, best practices and healthy competition amongst provinces

This certificate is presented to

[redacted]

as winner of

Best Community Residential Units Project of the year

I certify that this document is a true reproduction (copy) of the original document which was handed to me for [redacted] servations [redacted] inal

[redacted]

[redacted]

Together we move South Africa forward

Govan Mbeki Award 2014

Presented to

[redacted]

For being the Best Priority Project Nationally

[redacted]

Head of Department

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations no amendment of substance was made to the original

[redacted]

Western Cape Government

20 YEARS OF FREEDOM

GOVAN MBEKI AWARDS

Govan Mbeki Award 2014

Presented to

[redacted]

For being the Runner-up in the category
Best Enhanced People's Housing Project (EPHP)

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations no amendment of changes was made to the original

[redacted]

[redacted]

Western Cape Government

20 YEARS OF FREEDOM

GOVAN MBEKI AWARDS

GOVAN MBEKI HUMAN SETTLEMENTS AWARDS 2012

HOUSING DELIVERY THROUGH PARTNERSHIP

This certificate is presented to:

[redacted]

as award winner in the category:

Best Rental Housing Project

[redacted]

Awarded on [redacted]

human settlements
Department of
Human Settlements
FREE STATE PROVINCE

THE SOUTHERN AFRICAN HOUSING FOUNDATION

COMMUNITY RESIDENTIAL UNITS PROJECT OF THE YEAR

[redacted]

In recognition of Harmony Gold Mining Company, Matjhabeng Local Mu[redacted] Free State Province Department of Human Settlements and [redacted]ulting Services providing well designed good quality, low main[redacted]ommunity Residential Units utilising existing buildings in a saf[redacted] secure environment making a positive contribution to the social and economic development of the community.

[redacted]

certify that this document is a true
the original document which was
thentication. I further certify that
amendment of changes was ma

[redacted]

CERTIFICATE

DEPARTMENT OF HUMAN SETTLEMENTS

GOVAN MBEKI AWARDS 2013

showcasing excellence, best practice and healthy competition amongst provinces

This certificate is presented to

[redacted]

as the winner of the

Best Community Residential Units

[redacted]

that this document is a true reproduction (copy) original document which was handed to me for entication. I further certify that from my observations no amendment of ginal

[redacted]

GOVAN MBEKI AWARDS

Building the future today, together