

TENDER NO. 103C/2016/17



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

SCM - 515

Approved by SCM Director: 29/10/2014

Version: 1

Page 1 of 103

CONTRACT DOCUMENT

FOR THE

PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS WITHIN THE CITY OF CAPE TOWN

(RETURNABLE DOCUMENT)

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 58** of this document (see also Clause F.4.4 Invalid tenders on **page 16**).

Table 1: Tender Preference Claim (B-BBEE contribution) is on page 55 of this document.

ISSUED BY:

**DIRECTOR: HUMAN
SETTLEMENTS
NEW MARKET DEVELOPMENT
CITY OF CAPE TOWN**
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

For official use

TENDER SERIAL :

SIGNATURES OF CITY OFFICIALS
A _____ ENING

1. _____

2. _____

3. _____

October 2016

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 103C/2016/17

PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS WITHIN THE CITY OF CAPE TOWN

General Tender Information

TENDER ADVERTISED	:	21 October 2016
CLARIFICATION MEETING	:	14h00 on 01 November 2016 (Non-Compulsory but strongly recommended)
VENUE FOR CLARIFICATION MEETING	:	Offices of the City of Cape Town, Mayor's Parlour, 1 st Floor Block A, 1 Bridle Way, Royal Ascot, Milnerton
CLOSING DATE	:	25 November 2016
CLOSING TIME	:	10h00
CLOSING VENUE	:	Tender Box 135 at the Tender Submission Office, 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town
TENDER BOX 135	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.

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

CITY OF CAPE TOWN

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CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 103C/2016/17

PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS 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. 103C/2016/17: PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS 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 Boulevard, Cape Town.

Documents may be collected during working hours between 08:30 –15:00 from **21 October 2016**.

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

Queries relating to any issues in these documents may be addressed to [redacted] Tel No. [redacted], Fax No. [redacted] or e-mail [redacted]

A non-compulsory but strongly recommended clarification meeting with representatives of the Employer will be held on **01 November 2016 at 14h00** at the offices of the City of Cape Town, Mayor's Parlour, 1st Floor Block A, 1 Bridle Way, Royal Ascot, Milnerton

The closing time for receipt of tenders is **10h00 on 25 November 2016**.

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

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

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

CITY OF CAPE TOWN

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T1.2 Tender Data

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

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

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

Clause number	Tender Data
F.1	General
F.1.1	Actions <i>Add the following:</i> The Employer is the City of Cape Town, represented by the Director: Human Settlements: New Market Development
F.1.2	Tender Documents <i>Add the following:</i> The following documents form part of this tender: 1. The Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015) as published by the Construction Industry Development Board. Tenderers must obtain copies at their own cost from the Construction Industry Development Board Pretoria, Tel. (012) 343 7136 or (012) 481 9030, Fax: (012) 343 7153, e-mail: cidb@cidb.org.za. 2. The relevant sections as described in the Scope of Services of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 117 of 2013 as gazetted in Government Gazette No. 36529, 3 June 2013. 3. While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, the 2014/15 Housing Subsidy Quantum of the Western Cape Provincial Government and the Guideline Scope of Tariff of Fees from the National Department of Human Settlements Directorate, detailing a cost breakdown for Subsidised Housing Policy Framework and Programme Guidelines, is a useful document that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable. A copy of this document is available from the Employer's representative, upon request. 4. The City of Cape Town's Example CIDB document for Civil Contracts (SCM 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. 103C/2016/17:) **PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS 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 agent, for the purposes of any communication between the employer and tenderer, is:

Name:

Postal address: Human Settlements Directorate
PO Box 298
Cape Town, 8000

Tel:

Fax:

E-mail:

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.

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to "Supplier registration").

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

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

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

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

F.2.1.1.2 Local office

In order to be considered for an appointment in terms of this tender, tenderers must have an office in the Cape Town Municipal area, 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 registered **Town Planner (The Tenderer)** with at least 5 (five) years verifiable post graduate experience in town planning practice for affordable housing projects and responsible for all town planning work carried out in terms of this tender. The Town Planner will also be required to provide a set of conceptual house plans and layouts for each site, the designs of which will be in line with the current urban planning design guidelines.
- b) A SACAP and UDISA registered **Urban Designer** with at least 5 (five) years verifiable post graduate experience in affordable housing building design, responsible for all such work carried out in terms of this tender.

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

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

F.2.1.1.4 Support resources

The Town Planner and Urban Designer must have access to, and familiarity with, competent technical software package(s) that is capable of producing the various elements of the project set out under the scope of works. 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 8 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		
	Good (4 points)	Fair (2 point)	Poor (1 points)
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 key personnel will be awarded up to 50 points for specific experience, which is relevant to this particular project. The overall score for this criterion will be sum of the scores for each of the key personnel, with the applicable values as follows:

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
1. Experience of assigned Town Planner (The Tenderer)	Town Planning services for Subsidy Housing projects not exceeding 100 housing units	5
	Town Planning services for Subsidy Housing projects between 100 and 500 housing units	10
	Town Planning services for Subsidy Housing projects between 501 and 1000 housing units	20
	Town Planning services for Subsidy Housing projects exceeding 1000 housing units	30

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
2. Experience of assigned Urban Design	Urban Design services for Subsidy Housing projects not exceeding 100 housing units	2
	Urban Design services for Subsidy Housing projects between 100 and 500 housing units	5
	Urban Design services for Subsidy Housing projects between 501 and 1000 housing units	10
	Urban Design services for Subsidy Housing projects exceeding 1000 housing units	20

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 10 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 – Up to 4 points
- b) Staff compliment – Up to 6 points

STAFF COMPLIMENT	
<u>Description</u>	<u>Highest Scoring Option</u>
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	
<u>Description</u>	<u>Highest Scoring Option</u>
1. CAD or similar software package	Up to 4 points
2. A4 to A0 Printing hardware package	
3. Overhead project hardware package	
4. Any other applicable software and hardware Package	

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 10 years. Up to 30 points be awarded for track record.

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 **01 November 2016 at 14h00** at the offices of the City of Cape Town Offices, Mayor's Parlour, 1st Floor Block A, 1 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 135.
 Physical address: Tender Submission Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
 Identification details: Tender number: 103C/2016/17:
 Title of tender: **PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS 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. 103C/2016/17: PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS 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**:
- audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
 - a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
 - particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
 - a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

F.2.23 Certificates

Add the following:

The tenderer is required to submit the following:

F.2.23.1 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

- Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order.

F.2.23.2 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates or sworn affidavits, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

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

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

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

F.3 The Employer's undertakings

F.3.2 Issue Addenda

Add the following:

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

F.3.4 Opening of tender submissions

Add the following to F.3.4.1:

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

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

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

F.3.8 Test for responsiveness

Replace sub-clause F.3.8.1 with the following:

- F.3.8.1 Determine, after opening and before detailed evaluation, 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 (Np)
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 (Np)
at least 51% but less than 100%	2	9
100%	1	10

B-BBEE Status Level of Contributor	Number of Points (Np)
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:

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- 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:

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

F.3.13.2 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):

- 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
- c) 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 Arithmetic errors, omissions and discrepancies

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

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

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

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

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

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

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

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

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

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

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

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

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

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

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

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

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

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

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

F.3.11.8 Scoring preferences

Confirm that 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 subcriteria for quality in accordance with the provisions of the Tender Data.

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

$$N_Q = W_2 \times S_0 / M_s$$

where: S_0 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	30
T2.2 Returnable Schedules	31 – 55

PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS WITHIN THE CITY OF CAPE TOWN

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.....	31 – 33
2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	34 – 35
3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	36
4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	37
5: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER.....	38
6: CONFIRMATION OF CCT SUPPLIER DATABASE REGISTRATION	39
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10: SUPPORT RESOURCES.....	43
11: PROFESSIONAL INDEMNITY INSURANCE	44
12: TRACK RECORD	45
13: PROPOSED WORK PLAN	46
14: ISO 9001: 2008 CERTIFICATION	47
15: OTHER CRITERIA	48

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)	49
17: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN.....	50
18: RECORD OF ADDENDA TO TENDER DOCUMENTS	51

4. Other documents that will be incorporated into the contract

19: PREFERENCING SCHEDULE (where preferences are granted in respect of B-BBEE contribution)	52 – 55
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5. C1.1 The offer portion of the C1.1 Offer and Acceptance

6. C1.2 Contract Data (Part 2)

7. C2.2 Activity Schedule

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

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 103C/2016/17

PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS WITHIN THE CITY OF CAPE TOWN

T2.2 Returnable Schedules

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

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PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS 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 enterprise:		
Physical address of enterprise:		
(LOCAL OFFICE)		
Section 2: VAT registration number, if any:		
Section 2a: National Treasury Central Supplier Database registration number:		
Section 2b: SARS Tax Compliance Status PIN:		
Section 3: CIDB registration number, if any: <u>N/A</u>		
Section 4: Particulars of sole proprietors and partners in partnerships		
Name*	Identity number*	Personal income tax number*
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners		
Section 5: Particulars of companies and close corporations		

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state N/A

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

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

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

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

*insert separate page if necessary

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

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

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

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

--	--	--	--	--

*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise 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:

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 103C/2016/17

PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS WITHIN THE CITY OF CAPE TOWN

SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. 103C/2016/17: PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS WITHIN THE CITY OF CAPE TOWN

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

I certify, on behalf of: _____ that:

(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender;

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

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

.....
Signature

23 NOVEMBER 2016
.....
Date

.....
Name

SOLE MEMBER
.....
Position

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 103C/2016/17

PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS WITHIN THE CITY OF CAPE TOWN

SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

N/A

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.....
		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. 103C/2016/17

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

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☒
1.1.1	If so, furnish particulars: N/A		
1.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☒
1.2.1	If so, furnish particulars: N/A		
1.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☒
1.3.1	If so, furnish particulars: N/A		
1.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☒
1.4.1	If so, furnish particulars: N/A		
1.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☒
1.5.1	If so, furnish particulars: N/A		

I, _____, the undersigned,
(full name in block letters)

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

Signature

Date

23 NOVEMBER 2016

SOLE MEMBER
Position

Name of Tenderer/Contractor

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

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 103C/2016/17

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

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

TENDER NO.: 103C/2016/17: PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS WITHIN THE CITY OF CAPE TOWN

NAME OF THE TENDERER:

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

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

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

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,
(full name in block letters)

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

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

at BRACKENFELL on the 23rd day of NOVEMBER 2016
(PLACE) (DATE) (MONTH) (YEAR)

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

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

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SCHEDULE 6: CONFIRMATION OF CCT SUPPLIER DATABASE REGISTRATION

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

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SCHEDULE 7: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

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

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

CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE				
TITLE OF PROJECT	VALUE OF CONTRACT	EMPLOYER	DATE COMPLETED	SIMILAR SERVICE

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

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SCHEDULE 8: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSAL
40	Schedule 7	Find attached a copy of Schedule 7 (to covering letter)
42	Schedule 9	Find attached supporting documents viz. CV's, professional registration documents and company profile.
44	Schedule 11	Proof of Professional Indemnity cover.
45	Schedule 12	Detailed Description of Track Record.
46	Schedule 13	Detailed Description of proposed work Plan (approach & methodology)
49	Schedule 16	CV of Additional Staff
51.	Schedule 18	copy / Signed Notice to Tenderers No.1.

Number of sheets appended by the tenderer to this Schedule ⁴³ (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

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SCHEDULE 9: KEY PERSONNEL

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

a) TOWN PLANNER (The Tenderer)				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	PROFESSIONAL PLANNER	MASTERS (TOWN & REGIONAL PLANNING)		16 YEARS
b) URBAN DESIGNER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	URBAN DESIGNER	BACHELOR of ARCHITECTURE	SACAP (no. 6597) UDISA (LOIO)	17 YEARS

SIGNED ON BEHALF OF TENDERER: ...

.....

CITY OF CAPE TOWN

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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
AUTOCAD 2015	DRAWING/ DESIGN PACKAGE	LICENCE
ARCGIS 10.3	GIS PACKAGE (RESEARCH AND ANALYSIS)	OWNER
MICROSOFT 10	WORD PROCESSING PROGRAMME (REPORT WRITING & PRESENTATION)	OWNER.
INDESIGN	~~(PRESENTATION)~~ (PRESENTATION, PUBLISHING PACKAGE)	LICENCE

SIGNED ON BEHALF OF TENDERER:.....

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
		R 1'000'000.00

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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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)

SIGNED ON BEHALF OF TENDERER: ...

CITY OF CAPE TOWN

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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: ...

CITY OF CAPE TOWN

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PARCELS WITHIN THE CITY OF CAPE TOWN

SCHEDULE 14: ISO 9001: 2008 CERTIFICATION

Not used.

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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.)

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.
	CANDIDATE PLANNER	B.TECH (Town & Regional Planning)	Technical support	YES	FULL TIME

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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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: _____
(Name of Tenderer)

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

The Tenderer:

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

I, _____, the undersigned,
(full name in block letters)

hereby authorise the City of Cape Town to deduct the full amount outstanding by the Tenderer/Contractor or any of its directors/members/partners from any payment due to the Tenderer/Contractor.

Signature

THUS DONE AND SIGNED for and on behalf of the Supplier

at BRACKENFELL on the 23rd day of NOVEMBER 2016
(PLACE) (DATE) (MONTH) (YEAR)

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

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SCHEDULE 18: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.	10 NOVEMBER 2016	Notice to Tenderers No.1.
2.		Provision of to obtain all the necessary statutory approvals to enable integrated human settlement developments on Land parcels within the City of Cape Town.
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS 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 Practice, 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:

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

where:

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

P* = Value of the contract

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

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

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

where:

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

B-BBEE^l = 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

☐

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 BBEE level of contributor as at the closing date is correct; and
- iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

Sig

23 NOVEMBER 2016

Date

Name (PRINT)

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

For official use.

IRE OF CITY OFFICIALS AT
ENDER OFFICIALS

Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance	57-63
C1.2 Contract Data	64-69
C1.3 Occupational Health and Safety Agreement	70-71

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 103C/2016/17

PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY
STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND
PARCELS WITHIN THE CITY OF CAPE TOWN

C1.1 Form of Offer and Acceptance

Offer

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

CONTRACT NO. 103C/2016/17: PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS 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.

Signature(s) * 

Name(s)
Capacity

SOLE MEMBER, PROFESSIONAL PLANNER

for the tenderer

(Name of organization/tenderer) *

(Address of organization/tenderer)

Name and
signature
of witness

Date 23 NOVEMBER 2016

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

For official use.	
INITIALS	OF CITY OFFICIALS AT TENDER
1.	

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature

Name

Capacity

for the
Employer

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

Name and
signature
of witness

Date 22 FEBRUARY 2018

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.

ONLY TO BE COMPLETED AT
ACCEPTANCE STAGE

For the Tenderer

Signature(s)

Name(s)

Capacity MANAGING MEMBER

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

Date

For the Employer

Signature(s)

Name(s) Lungelo Mbandazayo

Capacity ACTING CITY MANAGER

(Name and
address of
organization)
CITY OF CAPE TOWN
Tower Block, Civic Centre,
12 Hertzog Boulevard
Cape Town

Name and
signature
of witness

Date 22 FEBRUARY 2018

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.....^{2nd}.....(day)
of.....^{MAY}.....(month)
20.....¹⁸.....(year)
at.....^{KUILS RIVER}.....(place)

For the Service Provider:

Signature(s)

Name(s)

Capacity

MANAGING MEMBER

Signature and name of witness:

Signature

Name

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 103C/2016/17

PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS 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 TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS 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: (021) 400 9325
Facsimile: (086) 2029732
E-mail: rayan.rughubar@capetown.gov.za
Postal Address: PO Box 298
CAPE TOWN
8000
Physical Address: 21st Floor, Tower Block
Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

Clause 3.4.1:

Add the following to the first sentence:

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

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

Clause 3.5:

Add the following:

The location for the performance of the Project will be the **LOCAL OFFICE** of the service provider, together with the site/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 Town Planning.

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 Service Provider to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

Clause 15:

Add the following:

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

Part 2: Data provided by the Service Provider

The Service Provider is:

Postal Address:

.....

Physical Address:

.....

Telephone:

Facsimile:

The authorised and designated representative of the Service Provider is:

Name:

The address for receipt of communication is:

Address:

.....

Telephone:

Facsimile:

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 103C/2016/17

PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS 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

.....
(Service Provider/Mandatory/Company/CC Name)

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

I, ..., representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at on the day of 20....

Witness

Mandatory

Signed at on the day of 20....

Witness

for and on behalf of
City of Cape Town

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

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

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions.....	73-74
C2.2 Activity Schedule	75-77

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 103C/2016/17

PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS WITHIN THE CITY OF CAPE TOWN

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:

Town Planner: Stage of Services	Percentage points for each stage
Draft Framework plan	5
Submission of Framework plan	10
Submission of Land Use Application to Town Planning for approval	30
Completion of public participation process	20
Approval of Land Use Application	25
Approval of General Plan	10

Urban Designer: Stage of Services	Percentage points for each stage
Draft Framework plan	15
Submission of framework plan and supporting documentation	15
Submission of Land Use Application to Town Planning for approval	35
Completion of public participation process	20
Approval of Land Use Application	15

"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.

PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS 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

a) Town Planner (The Tenderer)

Item 1:

R. 239 - 00 (fee per erf) = R. 239 - 00

Total R. 239 - 00

b) Urban Designer

Item 2:

R. 238 - 00 (fee per erf) = R. 238 - 00

Total R. 238 - 00

(All rates submitted exclude VAT)

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 103C/2016/17

PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS 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. **103C/2016/17: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR SUBSIDISED RESIDENTIAL DEVELOPMENTS ON LAND PARCELS WITHIN THE GREATER CAPE TOWN AREA** 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 one 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:

Part C3: Scope of Work

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CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 103C/2016/17

PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS 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 Town Planning and Urban Design Services. The Town Planner shall manage a team with the expertise in the disciplines of Town Planning, and Urban Design, to plan, design and secure the necessary statutory approvals to enable human settlement developments, situated on six (6*) sites in the following areas:

- a) Wolverivier – approximately 4500 residential erven
- b) ACSA Symphony Way – approximately 3000 residential erven
- c) Blueberry Hill - approximately 3500 residential erven
- d) Vlakteplaas – approximately 4300 residential erven
- e) Pelican Park Phase 2 – approximately 2330 residential erven
- f) 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 for the provision of Town Planning and Urban Design only. The five other tenders will include the following Consultants: Civil, Geotechnical, Traffic and Electrical Engineers; Project Manager; Social and Subsidy 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 from suitably qualified and experienced consulting firms for Contract No 103C/2016/17: **PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS WITHIN THE CITY OF CAPE TOWN**, which will be evaluated using a financial offer and preferences based system as described in the tender data.

2. BACKGROUND

The services required in terms of this brief extend mainly towards town planning and urban design.

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:

2.1 Wolwerivier – Proposed Residential Development

2.1.1 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:

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

2.1.2 Property Description:

Property	Title Deed	Extent (ha)	Ownership
Cape Farm 101, Portion 5, also known as Wolwerivier	T23525/2010	165	City of Cape Town
Total		165 ha	

2.1.3 Envisaged land use configuration:

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

2.1.4 Sub-council:

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

2.2 ACSA Symphony Way Joint Venture – Proposed Residential Development

2.2.1 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;

- o Erf 24019, Cape Town
- o Portion 12 of Farm 508, Cape Town
- o Portion of Erf 173970, Cape Town
- o Remainder Erf 1, Delft
- o Portion of Erf 17470, Bellville
- o Erf 17493, Bellville

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.

2.2.2 Property Description:

Property	Extent (ha)	Ownership*	Proposed use
Erf 24019, Cape Town	±24.9ha	Provincial Government Western Cape	Residential
Portion 12 of Farm 508	±64.46ha	Provincial Government Western Cape	Residential
		Provincial Government Western Cape	Industrial
Portion of Erf 173970, Cape Town	±4.04ha	Airports Company South Africa	Residential
Remainder Erf 1 Delft	±15.1ha	City of Cape Town	Industrial
Portion of Erf 17470, Bellville	±16.2ha	City of Cape Town	Ecological Use
Erf 17493, Bellville	±25ha	City of Cape Town	Ecological Use

**The proposed application area is currently subject to a subdivision and land acquisition process. Pending the outcome of this process the proposed land uses will be in line with the ownership.*

2.2.3 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;

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

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

2.2.4 Sub-council:

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

2.3 Blue Berry Hill – Proposed Residential Development

2.3.1 Geographical location:

Within a Metropolitan context the application site is located north of the N2 and east of the R300 within the Eersteriver area. The proposed development consists of the following property:

- o Erf 1901, Blue Downs

Within a local context the site is located between Eersteriver and Blue Downs Way and directly north of Forrest Drive.

2.3.2 Property Description:

Property	Title Deed	Extent (ha)	Ownership
Erf 1901, Blue Downs	T47238/1987 (T23731/2014) TBC	± 70 ha	City of Cape Town

2.3.3 Envisaged land use configuration:

Erf 1901, 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:

- o FLISP: Between 20% to 30%
- o BNG: Between 40% to 50%
- o 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.

2.3.4 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.

2.4 Vlakke Plaas - Proposed Residential Development

2.4.1 Geographical location:

The Vlakkeplaas 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 following properties:

- Erf 34413, the Strand
- Erf 34412, the Strand
- Remainder Erf 5092, the Strand
- Portion 183 of the Farm 918, Stellenbosch Farms
- Erf 5540, the Strand

Within a local context the sites are situated in the Broadlands area which is characterised by land uses ranging from industrial developments, residential areas, informal residential areas and agricultural activities. The majority of the sites are located between the T2 (known as the N2 national road) and the proposed new realigned N2 road reserve. Only Erf 5540, Strand is located south of the said road reserve, adjacent to the cemetery.

2.4.2 Property Description:

Property	Title Deed	Extent (m ²)	Ownership
Erf 34413, the Strand	T57027/2008	158 790,70	City of Cape Town
Erf 34412, the Strand	T57027/2008	110 150,27	City of Cape Town
Rem Erf 5092, the Strand	T69610/2011	457 749,61	City of Cape Town
Portion 183 of the Farm 918, Stellenbosch Farms	T34874/2014	509 127,06	City of Cape Town
Erf 5540, the Strand	T40161/2013	90 578,35	City of Cape Town
Total		1326 395,99 (±133ha)	

2.4.3 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 4300 residential opportunities could be created. In this regard, the layout needs to be flexible to accommodate a variety of typologies which may include:

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

2.4.4 Sub-council:

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

2.5 Driftsands – Proposed Residential Development

2.5.1 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:

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

2.5.2 Property Description:

Property	Extent (m ²)	Ownership
Erf 544, portion 83	394,909.06m ²	Provincial Government Western Cape
Erf 544, portion 84	142,914.34m ²	Provincial Government Western Cape
Erf 544, portion 85	71,973.66m ²	Provincial Government Western Cape
Farm 1548	8,917.52m ²	Provincial Government Western Cape
Erf 544, portion 87	13,752.24m ²	Provincial Government Western Cape
Farm no. 1549	TBC	TBC
Erf 544, portion 61	216,398.70m ²	Medical Research Council
Erf 544, portion 64	TBC	TBC

2.5.3 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.

2.5.4 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.

2.6 Pelican Park Phase 2 Housing Development

2.6.1 Geographical location:

The Pelican Park Phase 2 site is area is south of Pelican Park and west of Peacock Close. The southern boundary abuts land to be alienated to False Bay Ecology Park.

The proposed development will include the following properties:

2.6 Remainder Erf 829, Pelican Park

2.7 Erf 974, Pelican Park

The overall property in which Phase 2 resides, comprises approximately 380 hectares of land between Pelican Park and land to be alienated 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

2.6.2 Property Description :

Property	Title Deed	Extent (m ²)	Ownership
Erf 829 RE	TBC	TBC	City of Cape Town
Erf 974	T 51679/1988	119 738.83 m ²	City of Cape Town
Total		TBC	

2.6.3 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 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.

2.6.4 Subcouncil:

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

3. EMPLOYER'S OBJECTIVE

The Employer's objective is to prepare the subject land for an integrated human settlement development. In order to achieve this, a Town Planner (lead consultant) and Urban Designer need to be appointed to produce a Development Framework and to secure all the necessary statutory approvals in this regard. The housing development must be accompanied by all the utility and social services and facilities needed to make for a sustainable and integrated human settlement.

The scope of this appointment shall include preliminary planning (conceptual / contextual); development framework / design (layout / subdivision plan) and statutory approvals. The township establishment; the subdivision approvals and the appropriate zoning will be dealt with in terms of City of Cape Town Municipal Planning By-Law, 2015 (MPBL). Other approvals shall be obtained in terms of their respective legislation e.g. NEMA. However, despite the different legislative requirements, all the applications for this particular human settlement development should be done simultaneously, as one.

The Employer reserves the right at any stage to suspend or terminate the completion of the Project on delivery of written notice to the Project Leader following the completion of a specific stage.

4. DESCRIPTION OF THE SERVICES REQUIRED

The Service Provider is required to provide the following services:

4.1 TOWN PLANNING (The Tenderer)

The scope of work should include a contextual analysis, a due diligence investigation of the properties, its title deeds, any restrictive conditions that must be removed/amended as well as any servitudes that need to be accommodated or created in the proposals.

4.1.1 Primary Responsibility of the Town Planner

Formulation of a layout plan

- Undertaking a contextual analysis and complete a development framework for the application sites which must be workshop with the Project Team.
- Prior to completion of the concept development framework, the Town Planner shall analyse the broader context. Reference must be made to major movement routes, including NMT and public transport networks, My Citi bus routes, activity corridors, economic generators, natural systems and the provision of existing community/public facilities and amenities with a view to identifying the strengths and opportunities of the sites.
- Workshop the plan with the Project Steering Committee (including representatives of registered local organizations);
- Prepare all material for the above workshops to ensure that planning concepts are conveyed effectively.
- Assessing the title deeds of all application sites and obtaining Conveyancer certificates from a Conveyancer to determine the necessity to apply for the removal of restrictive conditions.
- Consider the Metro Spatial Development Framework (MSDF) and determine whether it is necessary to apply for amendment of the said document.
- Obtaining zoning certificates for all the sites and determine the most suitable zoning for future land uses in the project.
- Obtaining approvals if required from relevant National and Provincial Departments such as Department of Agriculture, Forestry and Fisheries.
- Complete a layout plan (detail subdivision) based on the development framework as discussed above and ensure that sustainable land use principles are recognized. Recognise both the opportunities and constraints of the application sites and promote a development that

incorporates key energy, water, waste, public spaces, mobility networks and biodiversity design features. It is critical that the Town Planner liaise with the Project Team's Traffic Engineers as well as the City Traffic Engineers to incorporate traffic calming measures and to produce a layout sensitive to pedestrians and limits speeding.

- Arrange pre-application meetings with local municipal planners to discuss future development proposals. Also, arrange meetings and engage with the relevant City Line Departments and ensure that the technical requirements of each department are met within the town planning application and layout plan.
- Complete and submit relevant town planning applications in accordance with the requirements and standards of the City of Cape Town Municipal Planning By-Law, 2015 (MPBL).
- Attend briefing sessions and site visits as and when required. Also attend Project Team meetings, Project Steering Committee meetings and public meetings as and when required.
- Liaise with the Project Team and provide input into other statutory processes as part of this project.
- Coordinate the town planning public participation process on behalf of the Project Team. This may include amongst other placement of site notices and public meetings.
- After agreeing the Street Names with the community, the Town Planner is required to illustrate the list of names on the layout plan in accordance with the City's Street Naming policy and submit a copy to the GIS Department.
- Defend and represent the City of Cape Town at the Planning Tribunal if required. Should an appeal be lodged against the town planning decision, handle the appeal and represent / defend the City of Cape Town.

4.1.2 Application for Township Establishment

- Once the Subdivision Plan have been agreed to by all role players, proceed to prepare, submit and obtain approval for all applications necessary for the establishment of a township on the sites in accordance with the layout plan and with the requirements of the City of Cape Town Municipal Planning By-Law, 2015 (MPBL) and any other relevant legislation, wherever possible.
- You are required to ensure that sufficient information is provided to obtain approval of the SG plans and that the approvals, which you obtain, are in line with acceptable survey practices.
- You are required to provide a list of street names and you will be required to provide the Council with a plan indicating the name of each of the streets created, to the Council's satisfaction. You will similarly be required to provide the Council with a plan indicating street numbers to the Council's satisfaction.
- You will be required to place all advertisements and notices related to the application.
- All plans are to be in electronic and hard copy format as per Council's GIS data requirements.

4.1.3 Reporting requirements

The Town Planner shall report directly to the appointed Project Manager. All deliverables will be submitted to the City's Project Manager such as draft documents for review and comment. Following this process of review the Town Planner will be required to revise the documents accordingly prior to the acceptance of the products as final for the purposes of public participation or submission to the relevant environmental and heritage authorities.

4.1.4 Time Frames

The Project Leader will be required to ensure the completion of the above scope of work in the shortest time possible within the ambit of the City of Cape Town Municipal Planning By-Law, 2015 (MPBL), Heritage and EIA Regulations. Work product must be delivered in accordance with the time frames agreed with the City's Project Manager.

4.1.5 Specialist Input

Should the line Departments of the City of Cape Town and / or DEA & DP take a decision, call for any further information, studies or work to be undertaken, that is beyond the scope of work outlined above,

the cost of such (specialist) studies will be the subject of a separate contractual agreement once the scope of such studies is known.

4.1.6 Essential Administrative Requirements

- **Submission of land use application**

A copy of the proposed Subdivision Plan (hard and/or electronic format) should be submitted as part of the Land Use Planning Application. The application will not be considered complete and will not be processed without aforementioned information. The proposed Subdivision Plan must indicate:

- Portion Numbers
- The extent of the Portion Numbers
- Dimensions
- Proposed Street or Unit Numbers
- Proposed Street Names (Private and/or Public)
- Contours at an interval that makes the design of engineering services and placement of housing units and other structures and installations forming part of the settlement possible.
- Any other information that may be required by the Spatial Planning & Urban Design Department for the purposes of subdivision approval.

- **After council approval**

Should the proposed Subdivision Plan, as submitted by the applicant, require any amendment as a result of the Council decision, it will be required that the applicant also submit the relevant land use application for the approval of the City of Cape Town for such amended subdivisional plan (hard and/or electronic format) to the GIS Section at the Town Planning Office where the application was submitted.

4.2 DESCRIPTION OF THE SERVICES REQUIRED: URBAN DESIGN

The role of the Urban Designer may include but is not limited to the following is:

- The Urban Designer must play the leading role in developing the key ideas and strategies for the sites. Therefore, the Urban Designer must provide design input into the Conceptual Development Framework model and take the lead in developing structuring principles for the development. Structuring elements must be based on a conceptual understanding of the site in its context (at the higher scale) and must resolve issues relating to scale from housing units to the urban block to the extent of neighbourhoods (at the block scale). Of importance is the articulation of public elements of the development so that collectively they come together to form a strong and coherent urban structure.
- Liaise with other members of the Project Team and provide input in the statutory processes as and when required. Although the Urban Designer is mainly involved with the development of the Conceptual Development Framework model, they will rely heavily on the input and information of other key personnel including but not limited to: ecological studies, topographical surveys, infrastructure surveys, town planning analysis and transport analysis.
- Develop a hierarchy for the urban street network and conceptualize typical street sections for the development.
- Develop conceptual designs and briefs for key public open spaces or public facilities as may be required to support the town planning application.
- Review and give input into the subdivisional plan / final layout plan prepared by the Town Planner and ensure integration of urban infrastructures and the public open space network. Particular attention needs to be given to the location of electrical substations and storm water facilities.
- The Urban Designer together with the Town Planner must meet with the City's Spatial and Urban Design Department and ensure that all requirements of the City is met in the proposed development framework (and the final subdivisional plan). Ensure general compliance with the Urban Design Policy, 2013 and Directives for Human Settlements Projects 2016.
- Ensure that all application sites are viable and that future buildings on non-residential sites will contribute positively to the public realm.
- The Urban Designer must provide direct input into the housing typology design and placement of units on the erven.

- The Urban Designer must attend briefing sessions and site visits as and when required. Also attend Project Team meetings, PSC meetings and public meetings when needed.

5. PUBLIC CONSULTATION

Public consultation will include all statutorily required public participation processes related to the detailed planning of this project.

The public consultation process must aim to be inclusive, rigorous and robust. It should seek to build positive, mutually beneficial relationships between stakeholders, interested and affected parties and the City.

It is the City's intention that during the public consultation process, broad based community agreement is secured and statutory requirements met on strategic aspects of the planning of the study area.

The project work plan for the project, relevant legislation (National Environmental Management Act; City of Cape Town Municipal Planning By-Law, 2015 (MPBL).etc) as well as further advice from the Employer and the PGWC will indicate the minimum public participation requirements to be fulfilled. Ensuring the statutory public consultation processes are followed will also be done in close consultation with City of Cape Town's Public Participation Unit.

The process must also comply with the requirements of the Promotion of Access to Information Act (Act No 2 of 2000) and the Promotion of Administrative Justice Act (Act No 53 of 2002).

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 secure the statutory approvals to enable human settlement developments on land parcels within the greater cape town area for approximately 20 000 BNG subsidised housing units, on six (6) land parcels, being Wolvevrievier; Blueberry Hill; ACSA Symphony Way; Vlake Plaas, Pelican Park Phase 2 and Drift Sands

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 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 town planning and urban design services required, which include the fee for normal services as described below (Item No 1.1: C2.2 Activity Schedule refers).

7.3 Service Enquiries/Wayleave Applications

The Service Provider shall be responsible for all initial service enquiries / applications from the rail authority and various other service authorities, the requirements of whom shall be carried through into the designs as necessary.

7.4 Time Frames/Milestones

Milestones set by the Employer typically revolve around budget cycles and the need to spend the budget in any given financial year. The important milestones are therefore the financial year ends (30 June each year) and the Service Provider will be expected to establish a project programme, in consultation with the Employer that takes cognisance of the budgets available and the budget cycles. Once agreed, the Service Provider is expected to ensure that the programme is adhered to, and to intervene timeously if necessary.

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

7.5 Places for the Performance of Specific Tasks

It is anticipated that the majority of the work involved will be undertaken at the Service Provider's local office. Service Providers personnel will however be required to attend meetings elsewhere in the Cape metropolitan area as and when required.

7.6 Reporting Requirements

Aside from the particular reports required in terms of the brief above, the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project.

Furthermore, the Service Provider shall submit monthly cost reports to the Employer showing expenditure in respect of the Service Provider's appointment; together with the anticipated spend to the end of the financial year in question.

The Products / Deliverables shall be submitted within the time frames agreed to by the Employer.

8. 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 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.

9. APPROVALS

The Service Provider shall be responsible for obtaining all necessary approvals as required in order to render the properties concerned ready for development of a housing project. Environmental Authorisation is not part of this appointment.

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.

The Service Provider shall also be responsible for obtaining the following approvals:

- (a) In respect of time based services, approval of the allocation of staff from the Employer.
- (b) Approval for the employment of specialist sub-consultants from the Employer.

10. PROCUREMENT

10.1 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 Schedule 19) 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.

10.2 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.

11. FORMAT OF COMMUNICATION

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).

All plans and contract documents submitted for approval shall be in hardcopy format.

12. KEY PERSONNEL

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

- a) A registered **Town Planner (The Tenderer)** with at least 5 (five) years verifiable post graduate experience in town planning practice for affordable housing projects and responsible for all town planning work carried out in terms of this tender. The Town Planner will also be required to provide a set of conceptual house plans and layouts for each site, the designs of which will be in line with the current urban planning design guidelines.
- b) A SACAP and UDISA registered **Urban Designer** with at least 5 (five) years verifiable post graduate experience in affordable housing building design, responsible for all such work carried out in terms of this tender.

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

13. MANAGEMENT MEETINGS

13.1 Management Meetings

During the initial stages of this project (Inception; Investigations and Assessments; Planning Studies; Concept and Viability; and Design Development) the Service Provider will be expected to attend regular management meetings with the Employer's project management team (PMT), convened for the purpose of managing this project and linked to deliverables. The Service Provider will present its proposals and these meetings, and take direction from the PMT in this regard.

13.2 Community/Stakeholder Meetings

The Service Provider will also be expected to contribute to and attend community/stakeholder meetings, presenting proposals at these forums, and taking cognisance of input from the various interested and affected parties in the conceptual and detail design development, where possible. It is not anticipated that it will be necessary to continue with community/stakeholder participation through the construction period, other than to respond to any individual queries/concerns that may be raised.

13.3 Ad-hoc Meetings

The service Provider will be expected to attend ad hoc meetings from time to time, with the Employer, stakeholder groups, or service or other authorities, in order to address specific issues as and when the need arises.

13.4 General

The Service Provider shall be represented at all meetings by at-least one of the key personnel, preferably the project leader. The service provider shall provide secretarial services (for record keeping purposes) at all management, site/technical, and ad-hoc meetings.

All charges in respect of attendance at meetings and the provision of secretarial services shall be included in the tendered basic fee (Item No .1.1: C2.2 Activity Schedule).

14. CLAIMS FOR PAYMENT

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses, but not more frequently than at monthly intervals. All interim claims must be accompanied by an original tax invoice. Payment will be effected within 30 days of the date on the tax invoice.

15. EMPLOYER'S RIGHT TO RECOVER COSTS

The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance/negligence of the Service Provider.

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 103C/2016/17

**PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY
STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND
PARCELS WITHIN THE CITY OF CAPE TOWN**

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	
		R	R	R	
		R	R	R	
		R	R	R	
			Total:	R	
			Expressed as a percentage of P*		%

¹Documentary 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
Part C3: Scope of Work
Reference No. 103C/2016/17

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 $B = A\% \times P^*$	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 $D = C/P^* \times 100$
		%	R	R	%
		%	R	R	%
		%	R	R	%

¹Documentary evidence to be provided

Signatures

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

Date:

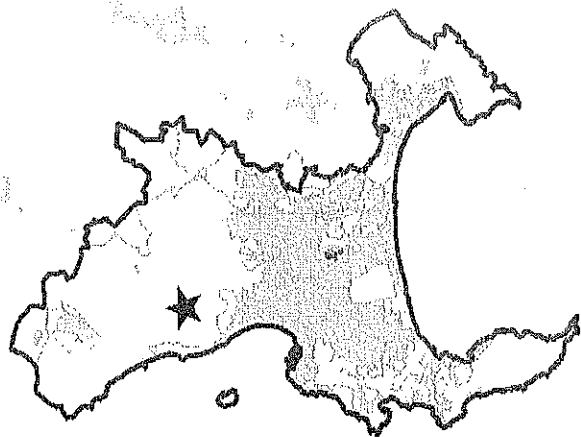
Verified by Employer's Representative:

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

Wolwenvier, CA101-0-2

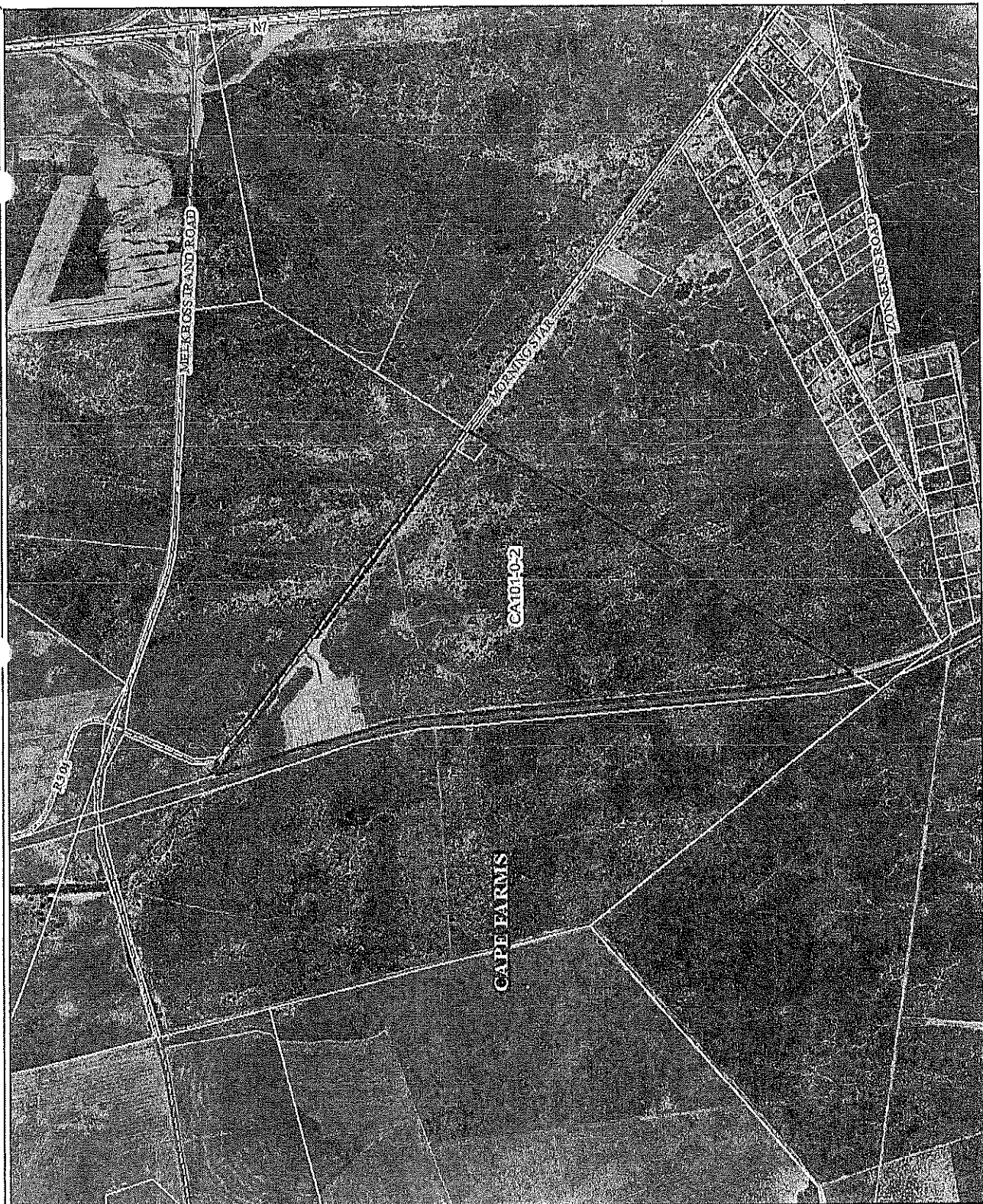


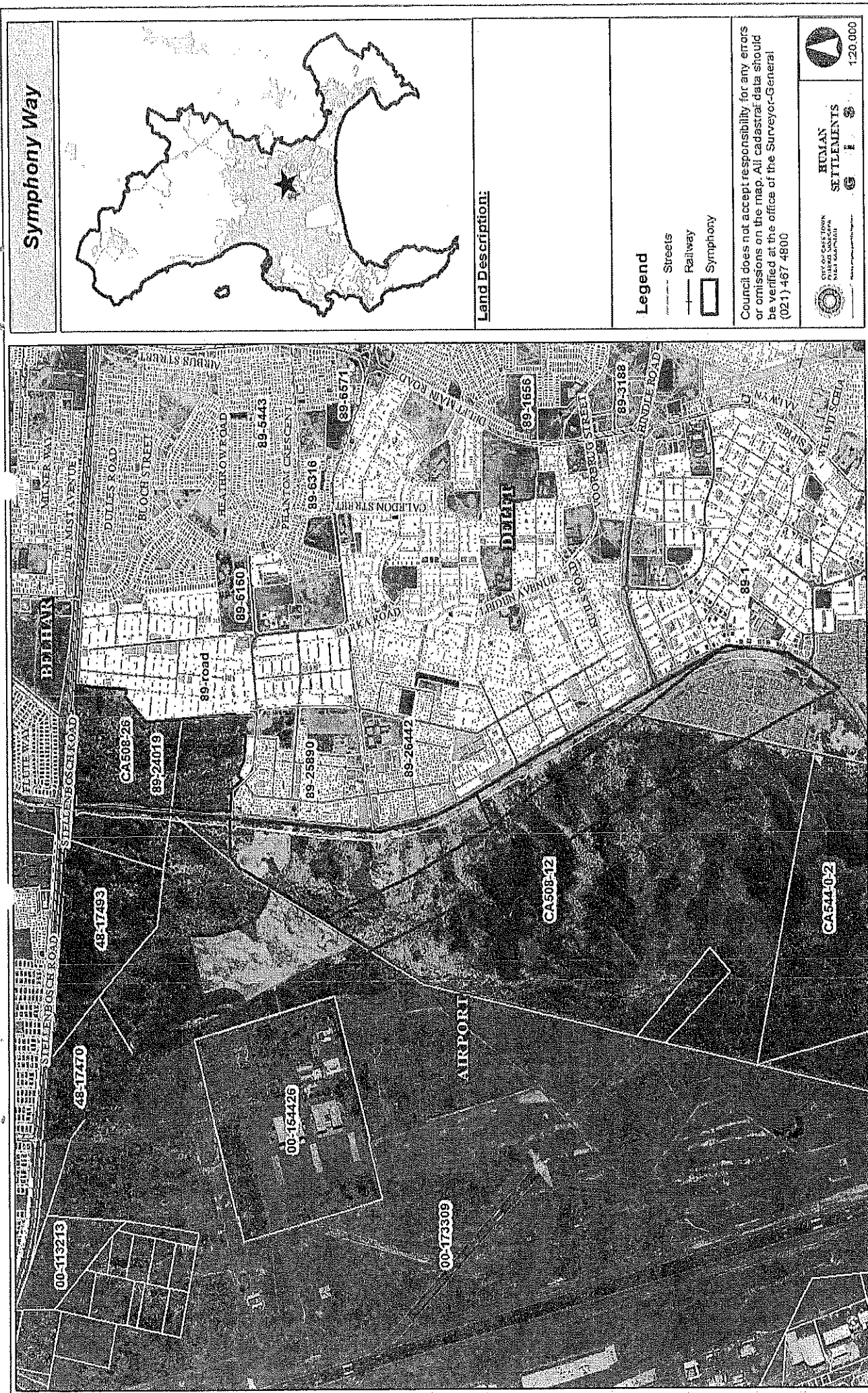
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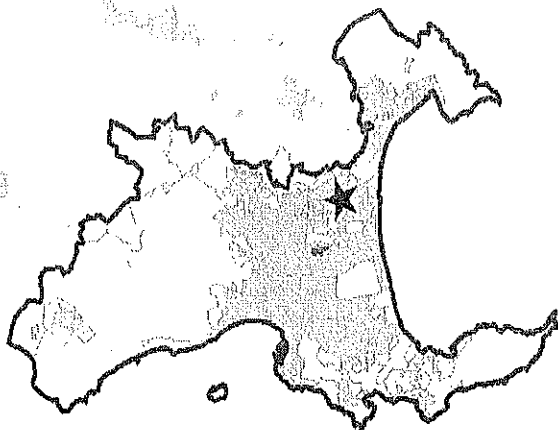
- Streets
- Railway
- Wolwenvier

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





Blueberry Hill, Erf 1901

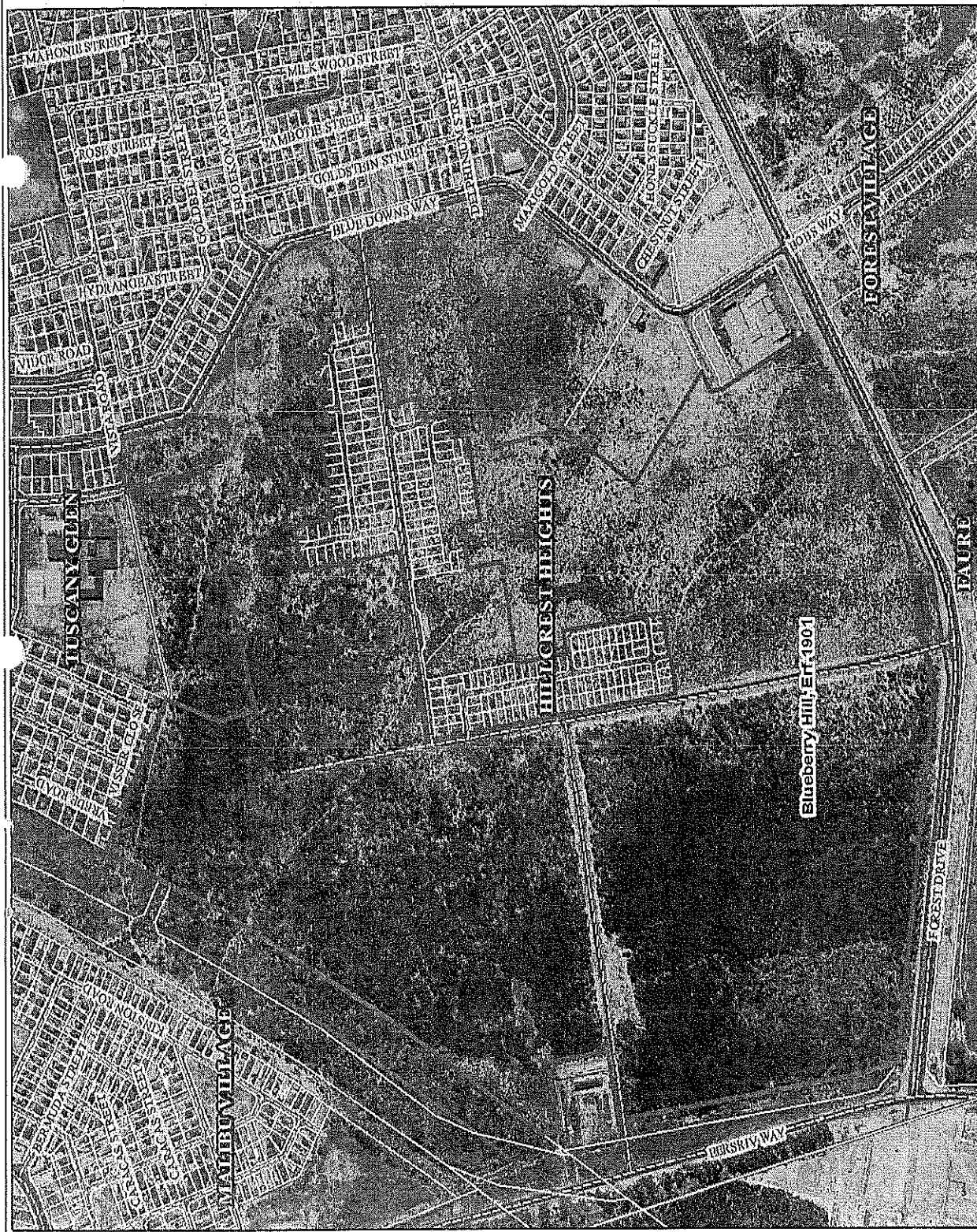
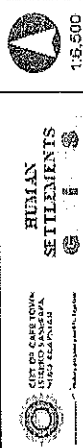


Land Description:

Legend

- Streets
- Railway
- Site

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



A map of the Iberian Peninsula, specifically focusing on the northeastern coast of Spain. A star is placed on the coast of Catalonia, indicating the location of the study area. The map shows the coastline and some internal regional boundaries.

Land Description:

Legend

Streets
— Railway
[] Vlaktelep

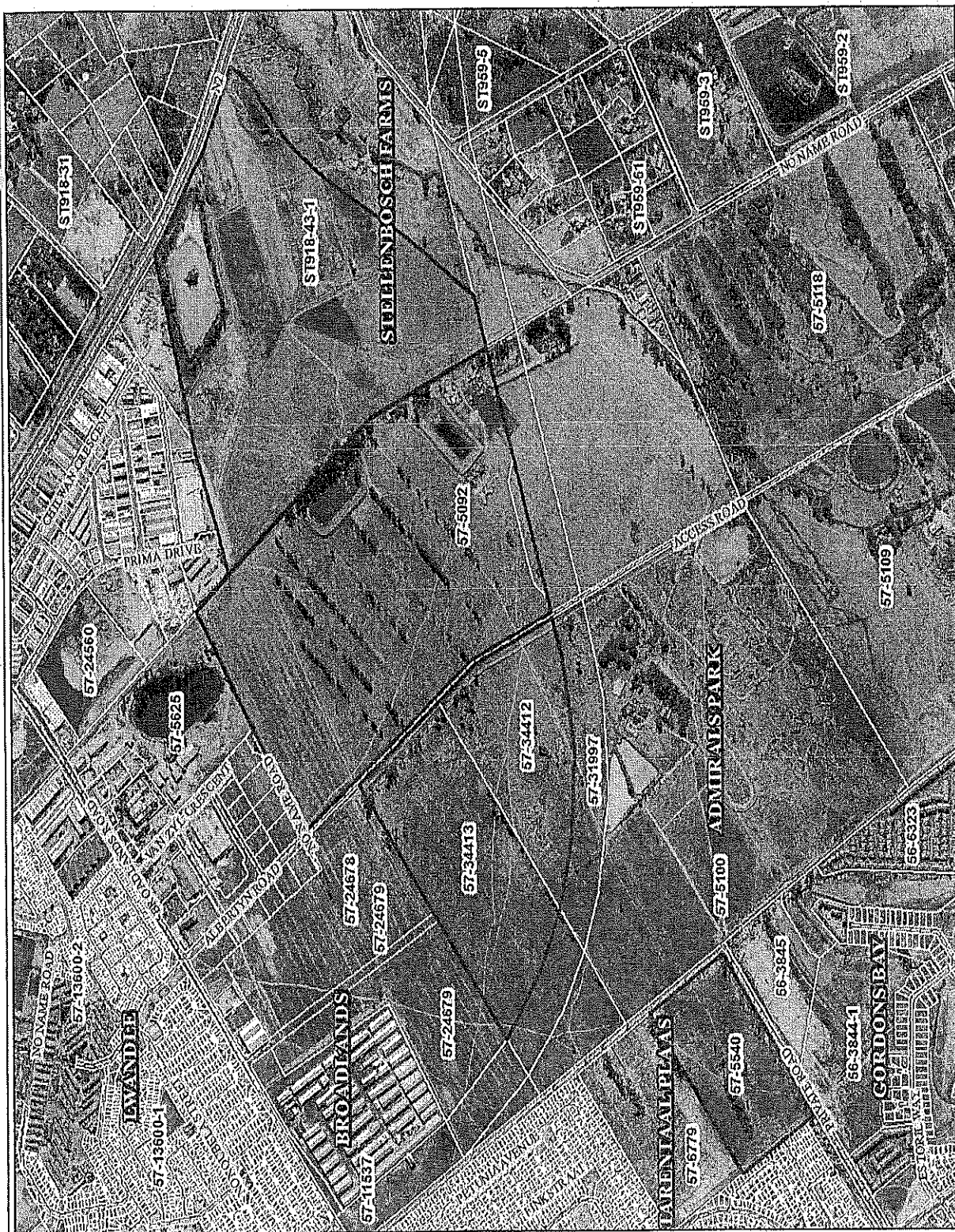
Council does not accept responsibility for any errors or omissions on the map. All cadastral data should be verified at the office of the Surveyor-General (021) 467 4800



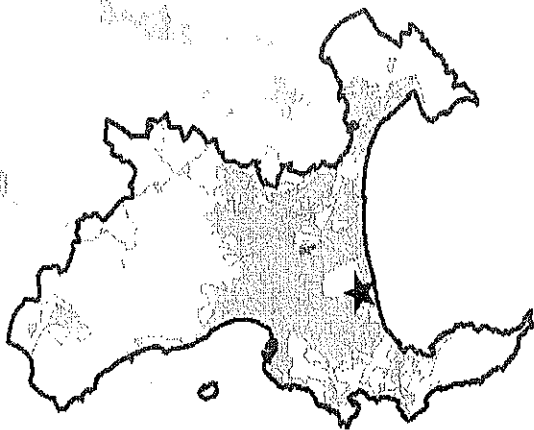
WASH DC 20535

**HUMAN
SETTLEMENTS**

1:17,941



**Pelikan Park:
Erf 829-RE & Erf 974**

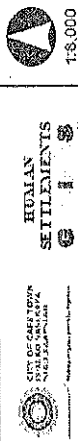


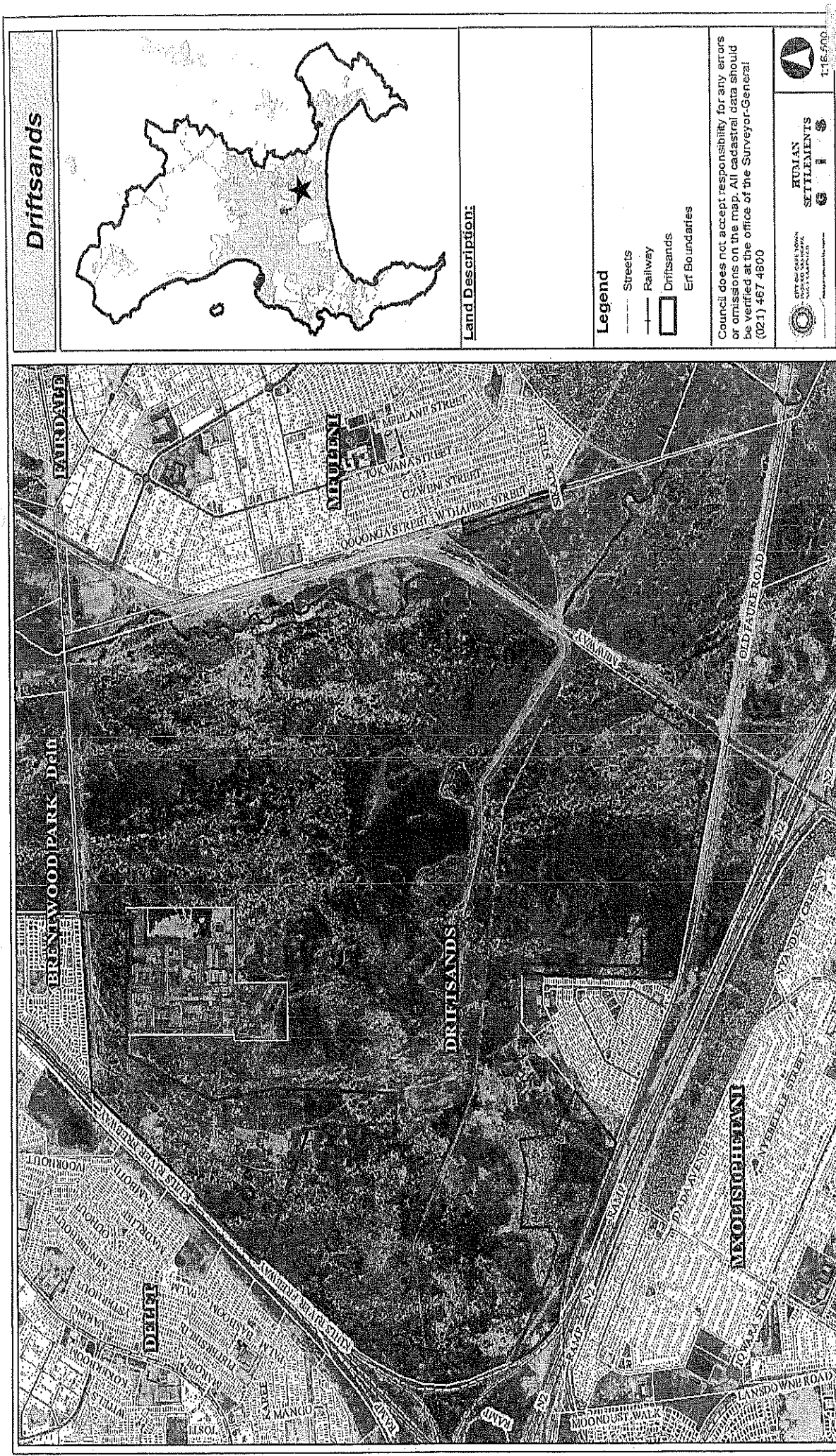
Land Description:

Legend

- Streets
- Railway
- Pelikan_Park_Phase_2

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







10 NOVEMBER 2016

NOTICE TO TENDERERS NO.1

TENDER NO: 103C/2016/17

BOX NUMBER: 135

CLOSING DATE: 25 November 2016

DISCRIPTION: PROVISION OF TOWN PLANNING AND URBAN DESIGN SERVICES TO OBTAIN ALL THE NECESSARY STATUTORY APPROVALS TO ENABLE INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS ON LAND PARCELS 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 01 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. **Clarity was requested regarding the responsibility of conceptual house plans.** The tenderers were informed that the Urban Designer will be responsible for conceptual house plans and not the Town Planner.
2. **Clarity was required for the number of contextual plans.** It has therefore been decided that the following typologies would be required; A single free standing and duplex unit, a semi-detached single and duplex unit and a row house comprising of 3 units.
3. **Clarify the detail of designs and briefs for key public open spaces or public facilities.** It has therefore been decided that the detail should conceptually address the relationship between residential and non-residential facilities. Please refer to *The Directive for the planning, design and implementation of Human Settlement Project in Cape Town*.
<http://resource.capetown.gov.za/documentcentre/Documents/Procedures,%20guidelines%20and%20regulations/Directives%20for%20Human%20Settlements.pdf>
4. **Clarify whether the Professional Indemnity (PI) insurance amount could be revisited.** It has therefore been decided that the PI will be reduced to the amount of not less than R1 000 000.00 in respect in each of each and every claim during the period of insurance. Please refer to Clause 5.4.1 of the tender document.
5. **Clarify whether non-residential erven should be price additionally for the ACSA Symphony Way.** It was agreed that pricing should only include residential erven as non-residential erven (i.e. Industrial land) will not require detail subdivision.

Yours Faithfully,

On behalf of:
Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO 103C/2016/17

At BRACKENFELL on this 23rd Day of NOVEMBER 2016

Signature:

Name of Signatory:
(In ink and capitals)

TENDERER:
(Name of firm in ink and capitals)