

TENDER NO. 119C/2014/15



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

SCM 516

Version: 1013

CONTRACT DOCUMENT

ORIGINAL

FOR THE

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

(RETURNABLE DOCUMENT)

NOTE:

- The Form of Offer and Acceptance (C1.1) is on page 56 of this document (see also Clause F.4.4 Invalid page 15).
- Table 1: Tender Preference Claim (B-BBEE contribution) is on page 52 – 54 of this document.

ISSUED BY:

DIRECTOR : INFRASTRUCTURE
TRANSPORT FOR CAPE TOWN
CITY OF CAPE TOWN
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

OCTOBER 2014

For official use.

TENDER SERIAL No.:

SIGNATURES OF CITY OFFICIALS
AT TENDER OPENING

1.

2.

3.

CITY OF CAPE TOWN

TRANSPORT FOR CAPE TOWN: INFRASTRUCTURE

CONTRACT NO. 119C/2014/15

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

General Tender Information

TENDER ADVERTISED	:	17 October 2014
CLARIFICATION MEETING	:	10h00 on 29 October 2014 (Not compulsory but strongly recommended)
VENUE FOR CLARIFICATION MEETING	:	Offices of the City of Cape Town, TRANSPORT FOR CAPE TOWN: INFRASTRUCTURE Department, 17 th Floor, Civic Centre, Hertzog Boulevard, Cape Town
CLOSING DATE	:	18 November 2014
CLOSING TIME	:	10h00
CLOSING VENUE	:	Tender Box 205 at the Tender Submission Office, 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town
TENDER BOX 205	:	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.

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Part T1: Tendering procedures

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CITY OF CAPE TOWN

TRANSPORT FOR CAPE TOWN: INFRASTRUCTURE

CONTRACT NO. 119C/2014/15

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

T1.1 Tender Notice and Invitation to Tender

The CITY OF CAPE TOWN, Director: Infrastructure, Transport for Cape Town, invites tenders for Tender No. 119C/2014/15: Provision of Professional Project Management Services: Integrated Rapid Transit.

Tenderers must be registered on the City of Cape Town's Vendor Database.

Tenderers who are not registered on the City of Cape Town's Vendor Database are not precluded from submitting tenders, but must however be registered prior to the evaluation of tenders in order for their tenders to be responsive.

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

The physical address for collection of tender documents is:

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

Documents may be collected during working hours between 08:30 –15:00 from **17 October 2014**.

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

A non-compulsory but strongly recommended clarification meeting with representatives of the Employer will be held on **Wednesday, 29 October 2014 at 10h00** in Room E1, Offices of Transport for Cape Town: Infrastructure Department, 18th Floor (2 Bay Side), Civic Centre, 12 Hertzog Boulevard, Cape Town.

The closing time for receipt of tenders is **10h00 on 18 November 2014**.

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

TRANSPORT FOR CAPE TOWN: INFRASTRUCTURE

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PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

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: Infrastructure, Transport for Cape Town.
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. 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. 119C/2014/15: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICE: INTEGRATED RAPID TRANSIT), 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
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	C1.3 Occupational Health and Safety Agreement
	Part C2: Pricing data
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	C2.2 Activity Schedule

Part C3: Scope of work

C3.1 Scope of Work

C3.2 Annexes

Part C4: Reference Data (Provided on CD/DVD with tender documentation.)

C4.1 October 2012 MyCiTi Business Plan

C4.2 Integrated Public Transport Network Plan 2032

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:

Tel: 021 400 9346

Fax: 0862028646

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 Vendor Database Registration

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

F.2.1.1.2

Local office

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

F.2.1.1.3

Key personnel

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

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

Personnel to be readily available most of their time:

- a) A **Project Leader** who is registered as a Professional Construction Project Manager with the South African Council for the Project and Construction Management Professions, who has at least fifteen years' verifiable post graduate experience in the management or coordination of major civil engineering and building projects of which:
 - o at least five years must have been with respect to projects with individual project values in excess of R100 million, and
 - o three years in respect of the management or coordination of complex multi-year, state funded major projects with infrastructure, technology systems and operational components, and with a project value in excess of R500 million per annum.
- b) An **Assistant Project Leader** who is registered as a Professional Construction Project Manager with the South African Council for the Project and Construction Management Professions, who has at least twelve years' verifiable post graduate experience in the management or coordination of major civil engineering and building projects of which:
 - o at least three years must have been with respect to projects with individual project values in excess of R100 million, and
 - o one year in respect of the management or coordination of complex multi-year, state funded major projects with infrastructure, technology systems and operational components, and with a project value in excess of R500 million per annum.
- c) A **Program Scheduler** with a tertiary qualification in the built environment, who has at least five years' verifiable post graduate experience in programming and scheduling major infrastructure related projects, and is fully conversant with programming software, including Microsoft Project.
- d) A **Project Manager** who is registered as a Professional Construction Project Manager with the South African Council for the Project and Construction Management Professions, who has at least five years' verifiable post graduate experience in project management in the built environment, inclusive of experience in the collation of both technical and non-technical information from various sources and the compilation and preparation of high quality reports for senior management and external clients.
- e) A **Quantity Surveyor** who is registered as a Professional Quantity Surveyor with the South African Council for the Quantity Surveying Profession, who has at least ten years' verifiable post graduate experience in the construction of major civil engineering and/or building projects.

Personnel to be available in a supporting capacity as required:

- f) A **Technical Integration Manager** with a minimum B Tech Eng or BSc Eng (or equivalent – eg, B Eng) qualification in electrical and electronic engineering, who has at least five years' verifiable post qualification experience with a broad understanding of both electrical and electronic services as they relate to infrastructure.
- g) A **Transportation Engineer** who is registered as a Professional Engineer with the Engineering Council of South Africa, who has at least ten years' verifiable post graduate experience in transportation engineering.

- h) A Universal Access Specialist with at least 8 (eight) years of experience as a universal access practitioner on various projects.

The Project Leader and Assistant Project Leader, who must be different individuals, may also fulfil the roles of Project Manager and/or Transportation Engineer.

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

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

F.2.1.1.4 Support resources

Key and other relevant support personnel must have access to, and proficiency with, a project management software package that is capable of the following:

- extensive cashflow capability through enhanced usage such as histograms ;
- capable of having multiple activities on the same line, thereby making it easier to produce summary reports
- extensive presentation capability through enhanced usage such as the insertion of images, automated setting up of date scale and grid lines,
- extensive and seamless integration capabilities with other software, such as all Microsoft products -in particular, as it relates formulas, colour, fonts etc.
- simple printing capability through enhanced usage such as automated sizing ;
- provide clear resource visibility to optimise allocation ;
- provide for business intelligence for easy stakeholder engagement ;
- provide clear visibility across multiple projects ;
- multi user capability, which allows for concurrent use and the master Program to be effectively updated; and
- scalability.

The Service Provider must have access to a plotter, able to print A0 drawings in colour.

In addition, the Service Provider will be required to electronically capture and maintain all documents as described in the Scope of Work, on the Employer's Sharepoint repository via a Virtual Private Network (VPN), which will be provisioned by The City's Corporate IT Department.

Details of the software packages that will be used must be indicated on Schedule 10, Part T2.2: Returnable Schedules.

Provision must be made for two software licences to be available to two of City's employees should the need arise.

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 R20 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 project, or Project managed in the past 8 years, at least one multi-year, state funded major project with infrastructure, technology systems and operational components, and of a complex nature with a project value in excess of R500 million per annum.

Where the entity tendering is a joint venture this requirement will apply to the main partner.

F.2.1.1.7

Minimum score for quality

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

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

Description of quality criteria	Maximum possible score
Track record of tenderer	16
Proposed processes and functional structure	10
Specific experience of key personnel	12
Availability/allocation of personnel	7
ISO 9001 : 2008 Certification	5
Maximum possible score	50

The minimum score for quality is 30. Tenderers that fail to achieve the minimum score for quality will be rejected.

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

Track record of tenderer

Tenderers must list, on Schedule 12, Part T2.2, Returnable Schedules, all multi-year, major projects with a project value in excess of R500 million per annum that have been successfully completed in the local office of the tenderer in the past 8 years, or that have been underway for at least two years at present. Tenderers must indicate whether these projects were state funded (irrespective whether in full or in part), whether it included as its main objective infrastructure, technology systems and operational components, as well as its level of complexity (as measured by the maximum number of different work streams coordinated) Up to 16 score points will be awarded according to the number and nature of projects listed, with the applicable values as follows:

Criteria	Score range	Max score
Number of multi-year state funded (or partially state funded) projects with a project value in excess of R500 million per annum:	1	3
	2	5
	3 and more	6
Number of projects, state funded or privately funded , with a project value in excess of R500 million, with infrastructure, technology systems and operational components	1	2
	2	3
	3	4
	4 and more	5
Level of complexity (as measured by the number of work streams directly coordinated by the tenderer) with respect to the project listed with the biggest number of work streams.	Very low (0 to 3 work streams)	1
	Low (4 to 6 work streams)	2
	Average (7 to 10 work streams)	3
	Above average to high (11 to 15 work streams)	4
	High to very high (16 or more work streams)	5

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 Processes and Functional Structure

A proposed process and functional structure/organogram, with explanation to clarify how the project will be managed and coordinated, within the tenderer's organisation and between the different work streams and stakeholders, 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 4 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 how to set up the necessary processes and functional structure/organogram which will respond appropriately to the Scope of Work and achieve the required outcomes. Up to 10 score points for this aspect of the tender submission will be awarded, with the applicable values as follows:

- Identification of main functions and processes – up to 3 points
- Approach and methodology with respect to the coordination of the main functions and processes – up to 3 points
- General level of understanding of the Scope of work – 4 points.

Specific experience of key personnel

The Project Leader, Assistant Project Leader and Project Manager will each be awarded up to 4 points for specific experience which is additional to the minimum required and 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:

- **Project Leader**

Relevant experience in excess of the minimum requirement of fifteen years' verifiable post graduate experience in the management or coordination of major civil engineering and building projects:

- 1 point for every additional 5 years, up to 2 points.

Experience in respect of the management or coordination of complex multi-year, state funded major projects with infrastructure, technology systems and operational components, and with a project value in excess of R500 million per annum:

- 1 point for every 2 years' additional experience in excess of the minimum requirement of 3 years, up to 2 points.

- **Assistant Project Leader**

Relevant experience in excess of the minimum requirement of twelve years' verifiable post graduate experience in the management or coordination of major civil engineering and building projects:

- 1 point for every additional 5 years, up to 2 points.

Experience in respect of the management or coordination of complex multi-year, state funded major projects with infrastructure technology systems and operational components, and with a project value in excess of R500 million per annum:

- 1 point for every 2 years additional experience in excess of the minimum requirement of 1 year, up to 2 points.

- **Program Scheduler**

Post graduate experience in excess of the minimum requirement of five years in the programming and/or coordination of major civil engineering and building projects:

- 1 point for every additional 5 years, up to 2 points.

Proficiency in programming software, in addition to Microsoft Project:

- 1 point for every additional programming software package, up to 2 points.

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

Availability/allocation of personnel

Tenderers must indicate what human resources, other than the key personnel listed in clause F.2.1.1.3 above, they have at their disposal and intend allocating to this project as and when required. These resources could, for example, include staff with experience related to the bus and minibus-taxi industry, and its transformation, staff with transport operational experience, staff with communication and public participation experience, staff with facility management experience, amongst others. All personnel (other than key personnel) shall be listed on Schedule 16, Part T2.2 : Returnable Schedules. Up to 7 score points will be awarded for the appropriate allocation of human resources over and above the key personnel listed, with the applicable values as follows:

- Number of appropriately qualified and/or experienced personnel available – up to 3 points
- Qualifications of listed personnel – up to 2 points
- Experience of listed personnel – up to 2 points.

ISO 9001: 2008 Certification

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

Note: Where the entity tendering is a joint venture or consortium, provided that one of the parties is ISO 9001:2008 certified, and it has been indicated in Schedule 14, Part 2.2: Returnable Schedules that the said party will take responsibility for quality management, then the joint venture or consortium will be awarded 5 points in this respect.

F.2.7 Clarification meeting

Add the following:

A non-compulsory but strongly recommended clarification meeting with representatives of the Employer will be held on Wednesday, **29 October 2014 at 10h00** in Room E1, Offices of Transport for Cape Town: Infrastructure Department, 18th Floor (2 Bay Side), Civic Centre, 12 Hertzog Boulevard, Cape Town.

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 205.
Physical address:	Tender Submission Office, 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
Identification details:	Tender number : 119C/2014/15
Title of tender :	Provision of Professional Project Management Services: Integrated Rapid Transit
Name and address of tenderer :	(to be inserted by tenderer)

Sealed tenders with the Tenderer's name and address and the endorsement "TENDER NO. 119C/2014/15: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT" 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.
- F.2.16.2 *Replace sub-clause F.2.16.2 with the following:*
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
- F.2.18.1 *Add the following to F.2.18.1:*
Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million**:
- audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
 - a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
 - particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
 - a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.
- Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.
- F.2.23 **Certificates**
Add the following:
The tenderer is required to submit the following:
- F.2.23.1 **Tax Clearance Certificate**
Tenderers shall be registered and in good standing with the South African Revenue Service (SARS). In this regard, it is the responsibility of the Tenderer to submit documentary evidence in the form of an original 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).
- 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 Certificates**
In order to qualify for preference points, it is the responsibility of the Tenderer to submit the relevant certificate (either an original valid B-BBEE status level verification certificate in terms of the Construction Codes of Good Practice for Broad-Based Black Economic Empowerment or an Exempted Micro Enterprise certificate, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2011, 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).
- 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 consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

F.3 The Employer's undertakings

F.3.2 Issue Addenda

Add the following:

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

F.3.4 Opening of tender submissions

Add the following to F.3.4.1:

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

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

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

F.3.8 Test for responsiveness

Replace sub-clause F.3.8.1 with the following:

F.3.8.1 Determine, after opening and before detailed evaluation, whether each of at least the three highest ranked tender offers (in terms of a preliminary ranking) properly received:

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

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

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

- a) the tenderer does not comply with the eligibility criteria listed in F.2.1 above;
- b) the tenderer is not registered on the City of Cape Town's Vendor Database prior to the evaluation of submissions as stated in F.2.1.1.1 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;
- d) the tenderer tenders a percentage fee on a sliding scale;
- e) the tenderer has failed to achieve the minimum score for quality as stated in F.2.1.1.3;
- f) the tenderer has been awarded any of the City of Cape Town's tenders for the design and construction supervision with respect to infrastructure required for the rollout of IRT Phase 2A, or is affiliated to one of the entities who has been awarded any of these tenders, as per the requirements of F.4.12.

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

- g) 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.

Exempted Micro Enterprise or B-BBEE Status Level of Contributor

The Tenderer shall indicate on Schedule 19 his or her company/firm/entity's B-BBEE status level of contributor, in accordance with one of the following:

- a) Exempted Micro Enterprise (>50% black owned)
- b) Exempted Micro Enterprise (≤50% black owned)
- c) Verified B-BBEE status level of contributor in terms of the Construction Codes of Good Practice for Broad-Based Black Economic Empowerment (General Notice 862 of 2009 published in Government Gazette No. 32305 of 5 June 2009)
- d) Non-compliant contributor¹

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

Exempted Micro Enterprises (EMEs)

Black Ownership	Deemed B-BBEE Status Level of Contributor	Number of Points (N _p)
>50%	3	8
≤50%	4	5

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

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

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

F.3.11.10

Risk Analysis

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

- 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.
- 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.

F3.13.3

Appeals

- 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 faxed to (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 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:
 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:
 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 its Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

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

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

F.4.8

UIF payments

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

F.4.9

Consultancy services provided to organs of state

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

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

F.4.10

Requests for contract documents, or parts thereof, in electronic format

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

- a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Activity Schedules, in the same format (that is layout, scheduled items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2. Where Addenda have been issued which amend the Activity

- Schedule, then the printed Activity Schedule shall take these into account. The pages of the issued Activity Schedule should not be removed from the tender document.
- d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
 - e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
 - f) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

F.4.11 Contracts having future budgetary implications

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

F.4.12 Procurement of independent professional project management services

The Employer is in the process of procuring as part of a separate procurement process (three tenders listed below), independent professional service providers for the design and construction supervision with respect to Infrastructure required for the rollout of IRT Phase 2A. The three tenders referred to are the following:

- TENDER NO. 41C/2014/15 IRT: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN & CONSTRUCTION OF PHASE 2A INFRASTRUCTURE: BUS DEPOTS
- TENDER NO. 59C/2014/15 PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN & CONSTRUCTION OF PHASE 2A INFRASTRUCTURE: TRUNK & FEEDER SUPPORT INFRASTRUCTURE (EAST & WEST)
- TENDER (number not yet finalised): PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN & CONSTRUCTION OF PHASE 2A INFRASTRUCTURE: STATIONS

The successful tenderers for the above contracts, or any affiliated entity, will not be considered for this Project management contract as the Employer wants an independent service provider.

Annex F (normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

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

F.1.4 Communication and employer's agent

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

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The Employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

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

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

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

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

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

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

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

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

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

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

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

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

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

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;

- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14. Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

Part T2: Returnable Documents

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Part T2: Returnable Documents

	Pages
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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 – 32
2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	33 – 34
3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	35
4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	36
5: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER	37
6: CONFIRMATION OF CoCT VENDOR DATABASE REGISTRATION	38
7: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE	39
8: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER	40
9: KEY PERSONNEL	41 – 42
10: SUPPORT RESOURCES	43
11: PROFESSIONAL INDEMNITY INSURANCE	44
12: TRACK RECORD	45
13: PROPOSED PROCESSES AND FUNCTIONAL STRUCTURE	46
14: ISO 9001: 2008 CERTIFICATION	47
15: OTHER CRITERIA	48

2. Other documents required for tender evaluation purposes

- Joint Venture Agreement (if applicable) - append to Schedule 3.
- Curriculum Vitae of Key Personnel as applicable - append to Schedule 9.
- Documentary evidence/proof of Professional Indemnity Insurance - append to Schedule 11.
- A proposed Processes and Functional Structure - append to Schedule 13.
- 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 – 54
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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

TRANSPORT FOR CAPE TOWN: INFRASTRUCTURE

CONTRACT NO. 119C/2014/15

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

T2.2 Returnable Schedules

CITY OF CAPE TOWN

TRANSPORT FOR CAPE TOWN: INFRASTRUCTURE

CONTRACT NO. 119C/2014/15

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

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 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

IS 10070 PLC

* 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

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	

N/A

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TRANSPORT FOR CAPE TOWN: INFRASTRUCTURE

CONTRACT NO. 119C/2014/15

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. 119C/2014/15: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

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

.....
Date

.....
Name

.....
Position

CITY OF CAPE TOWN

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SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note :

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

CITY OF CAPE TOWN

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

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☒
1.1.1	If so, furnish particulars: /		
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: /		
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: /		
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: /		
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: /		

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

.....
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

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PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT
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.: 119C/2014/15: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES:
INTEGRATED RAPID TRANSIT

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.

Signature

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

at _____ on the _____ day of _____ 20 ¹⁹₁₄
(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

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SCHEDULE 6: CONFIRMATION OF CoCT VENDOR DATABASE REGISTRATION

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

Tenderers who are not registered on the City of Cape Town's Vendor Database are not precluded from submitting tenders, but must however be registered prior to the evaluation of tenders in order for their tenders to be responsive (the evaluation of tenders takes place when the Employer's Bid Evaluation Committee meets to make a final recommendation to the Bid Adjudication Committee).

In this regard it is the sole responsibility of tenderers to ensure that this requirement is complied with. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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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
Refer attached Provided to Organs of State				
Consultancy Services				

SIGNED ON BEHALF OF TENDERER:.....

CITY OF CAPE TOWN

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SCHEDULE 8: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSAL
Contracts are currently under review by our risk department, further discussions & negotiations to take place on appointment		

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

SIGNED ON BEHALF OF TENDERER: ...

CITY OF CAPE TOWN

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SCHEDULE 9: KEY PERSONNEL

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

PROJECT LEADER							
NAME	JOB TITLE	QUALIFICATIONS	SACPCMP REGISTRATION NO.	APPROX. % STATE FUNDED	INFRASTR, TECHNOLOGY SYSTEMS AND OPERATIONAL COMPONENTS (YES / NO)	NO. OF YEARS SPECIFIED EXPERIENCE	
						ON PROJECTS >R100m	ON PROJECTS >R500M/ ANNUM

ASSISTANT PROJECT LEADER							
NAME	JOB TITLE	QUALIFICATIONS	SACPCMP REGISTRATION NO.	APPROX. % STATE FUNDED	INFRASTR, TECHNOLOGY SYSTEMS AND OPERATIONAL COMPONENTS (YES / NO)	NO. OF YEARS SPECIFIED EXPERIENCE	
						ON PROJECTS >R100m	ON PROJECTS >R500M/ ANNUM

PROGRAM SCHEDULER				
NAME	JOB TITLE	QUALIFICATIONS	SACPCMP REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

PROJECT MANAGER				
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

Refer attached

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

SCHEDULE 9: KEY PERSONNEL (CONTINUE)

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.

QUANTITY SURVEYOR				
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

TECHNICAL INTEGRATION MANAGER				
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

TRANSPORTATION ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

UNIVERSAL ACCESS SPECIALIST				
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

Refer attached

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 project management software packages are available for use on this project and whether or not they are currently owned/licenced by the tenderer, or are available through other means.

PROJECT MANAGEMENT SOFTWARE PACKAGE/S AVAILABLE FOR USE		
NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/ LICENCED OR OTHER
WinQS	Bills of Quantities	Licensed
MS Office	Estimates Cost Reports Payment Certificates Valuations Measuring Reporting	Licensed
Dim x	Measuring	Licensed
Primavera (P6)	Scheduling	Licensed
MS Project	Project/ Programme Management	Licensed
MS Sharepoint	Information Management Collaboration Programme Management	Licensed

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
		GBP 2m
		R20 m

SIGNED ON BEHALF OF TENDERER:

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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 all relevant projects that have been successfully completed in their local office, in the past 8 years or that are underway at present. Tenderers should, in particular, draw attention to multi-year, state funded major projects and indicate the project's main objective and the number of different work streams coordinated, as referred to in clause F.2.1.1.7.

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

TRACK RECORD						
TITLE AND BRIEF DESCRIPTION OF PROJECT	INFRASTR., TECHNOLOGY SYSTEMS AND OPERATIONAL COMPONENTS (YES / NO)	VALUE OF CONTRACT	APPROX. % STATE FUNDED	EMPLOYER (include contact details)	DATE COMPLETED (if applicable)	NUMBER OF WORK STREAMS
Refer attached						

SIGNED ON BEHALF OF TENDERER: ...

CITY OF CAPE TOWN

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SCHEDULE 13: PROPOSED PROCESSES AND FUNCTIONAL STRUCTURE

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 14: ISO 9001: 2008 CERTIFICATION

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

Where the entity tendering is a joint venture or consortium, indicate whether the party that will take responsibility for quality management has ISO 9001:2008 certification.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 15: OTHER CRITERIA

Not used.

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SCHEDULE 16: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

The tenderer shall indicate on the schedule below what human resources, other than the key personnel listed in clause F.2.1.1.3 above, they have at their disposal and intend allocating to this project as and when required. These resources could, for example, include staff with experience related to the bus and minibus-taxi industry, and its transformation, staff with transport operational experience, staff with communication and public participation experience, staff with facility management experience, amongst others.

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERCENTAGE OF TIME ENGAGEMENT (%)

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 Tenderer/Contractor

at Cape Town on the 13th day of November 2014
(PLACE) (DATE) (MONTH) (YEAR)

CITY OF CAPE TOWN

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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.	12 - 11 - 2014	Provision of Professional Project Management
2.		Services: Integrated Rapid Transit
3.	13 - 11 - 2014	" " " "
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER: ...

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:

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 Construction Codes of Good Practice for Broad-Based Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

BEP: Built Environment Professional related enterprises which provide services related but not limited to consulting engineering, architecture and quantity surveying.

Black owned: The percentage of an exempted micro enterprise owned by black people.

Black people: A generic term which means Africans, Coloureds and Indians as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

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

Exempted Micro Enterprise (EME): A BEP with an annual total revenue of R1.5 million or less as defined in the Construction Codes of Good Practice for Broad-Based Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Non-compliant contributor: A company/firm/entity that 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 for Broad-Based Black Economic Empowerment.

Prime Contractor: The organisation/tenderer named on the Form of Offer and Acceptance, whose offer has been accepted by the Employer (also referred to as the Service Provider).

Sub-Contractor: A contractor employed by the Prime Contractor to execute construction work on the site (as defined in the Conditions of Contract and the Scope of Work) by providing labour only or a combination of labour, plant, equipment and materials. For the purposes of this professional services contract, the term "sub-contractor" shall include sub-consultants employed by the Prime Contractor/Service Provider.

Value of the contract: The contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

2 Conditions associated with the granting of preferences

A company/firm/entity that is granted a preference, undertakes to:

- 1) accept that the number of preference points shall be determined from the B-BBEE status level certificates submitted in terms of the Tender Data, using the status 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 than the prime contractor, 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 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 Tenderer to submit the relevant certificate(s) (either an original valid B-BBEE status level verification certificate in terms of the Construction Codes of Good Practice for Broad-Based 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, 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);
- 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 Employer may have) in accordance with Section 3 below.
 - 7) accept that tenderers are required to be registered on the City of Cape Town's Vendor Database prior to the evaluation of tenders (the evaluation of tenders takes place when the Employer's Bid Evaluation Committee meets to make a final recommendation to the Bid Adjudication Committee) in order to qualify for preference points. The employer will verify the B-BBEE contributor status claimed by the tenderer in Section 4 below against that given on the City of Cape Town's Vendor Database. If any discrepancy exists, or if Table 1: Tender preference claim below is not completed, the employer shall use the status given on the City of Cape Town's Vendor Database, as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the tenderer. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender will be used to determine the number of preference points to be awarded to the tenderer.
 - 8) accept that, notwithstanding 7) above, a prime contractor will not be awarded points for B-BBEE status level 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 prime contractor qualifies for, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works.

3 Sanctions relating to breaches of preferencing conditions

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

- 1) disqualify the tenderer from the tendering process;
- 2) recover all costs, losses or damages the Employer has incurred or suffered as a result of the tenderer's or contractor's conduct;
- 3) cancel the contract and claim any damages which the Employer has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the Employer 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 Employer 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 prime contractor qualified for (unless proven to be beyond the control of the prime contractor, or the sub-contractors are EMEs) 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 prime contractor 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:

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

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

P* = Value of the contract

4 Tender preference claim in respect of enterprise status or structure of the tendering entity

In the interest of transparency, tenderers are required to complete Table 1: Tender preference claim below.

Table 1: Tender preference claim

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME) greater than 50% black owned	☐
Exempted Micro Enterprise (EME) less than or equal to 50% black owned	☐
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹	☒
Non-compliant contributor	☐

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

5 Declarations

- The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the tenderer, subject to condition 7 in Section 2 above, for such preference claimed, and acknowledges that:
 - the information furnished is true and correct;
 - the preference claimed is in accordance with the conditions of this schedule;
 - the tenderer may be required to furnish documentary proof to the satisfaction of the Employer that the claim is correct; and
 - he/she understands the conditions under which preferences are granted, and confirms that the tenderer/prime contractor will satisfy the conditions pertaining to the granting of tender preferences.

- With reference to condition 8 in Section 2 above, I/we declare that (tick one box as applicable – see Note below):

I/we 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 prime contractor qualify for

☐

I/we DO NOT 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 prime contractor qualify for

☒

Note:

Failure by the tenderer to tick either of the boxes in this declaration will result in no preference points being awarded.

SIGNED ON BEHALF OF TENDERER: ...

For official use

INITIALS OF CITY OFFICIALS AT TENDER
OPENING

1.

Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance.....	56 – 60
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C1.3 Occupational Health and Safety Agreement.....	67 – 68

CITY OF CAPE TOWN

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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 119C/2014/15: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

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

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

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

Rand * Fifty million and fifty seven, five hundred and forty
eight rands and twenty cents (in words);
R 50 057 548 - 20 (in figures)

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

Signature(s) *
Name(s)
Capacity
for the tenderer

(Name of organization/tenderer) *

(Address of organization/tenderer)

Name and
signature
of witness

Date 17/11/2014

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

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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

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

Name and
signature
of witness

Date

26 February 2016

Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

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

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)

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

Name and
signature
of witness

Date

Confirmation of Receipt

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

the 2nd (day)

of March (month)

2016 (year)

at Cape Town (place)

For the Service Provider:

Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature

Name

CITY OF CAPE TOWN

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C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

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

The Employer is the CITY OF CAPE TOWN.

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

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

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

The project is the PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

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 R20 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.

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;
- g) If the Service Provider has committed a corrupt or fraudulent act during the tender process or the execution of the Contract; or
- h) If the Service Provider has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract;

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 Association of Arbitrators of South Africa.

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 vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

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

Clause 15:

Add the following:

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

Part 2: Data provided by the Service Provider

The Service Provider is:

Postal Address:

Physical Address:

Telephone:

Facsimile:

The authorised and designated representative of the Service Provider is:

Name:

The address for receipt of communication is:

Address:

Telephone:

Facsimile:

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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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/Mandatar/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.

C.O.I.D. 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 Cape Town on the 2nd day of March 2016

Witness

Mandatory

Signed at CAPE TOWN on the 26 day of FEBRUARY 2016

Witness

for and on behalf of
City of Cape Town

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor 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 Contractor performs on the site in terms of Construction Regulations, 2014.
3. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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	70 – 72
C2.2 Activity Schedule	73 – 76

CITY OF CAPE TOWN

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C2.1 Pricing Assumptions

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

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

Unit:	The unit of measurement for each item of work.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Percentage Fee:	The agreed fee for a service, the extent of which is described in the Scope of Work, expressed as a percentage of a construction contract value or part thereof.
4. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. An item against which no price or a nil rate is entered will be considered to be covered by the other prices or rates in the Activity Schedule.
5. The rates, sums, percentage fees and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Time based rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
6. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff and estimated period of involvement must be agreed with the employer before such services are rendered.
7. Tendered fees shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract.
8. Provision for time-based services which fall beyond the scope of services as described in the Scope of Work has been made in the Activity Schedule. This provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.
9. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
10. Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or in full should the services, etc. not be required. Where services are to be sub-contracted out by the Service Provider, which do not exceed R200 000,00 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/contractors. Where

the sub-contracted services are likely to exceed R200 000,00 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs (including subsistence, printing/copying, computer, software, office equipment, etc.), overhead charges and profit will be applicable in respect of all sub-contracted services not specifically provided for in the Activity Schedule or Scope of Services.

11. Tenderers are to note that no additional reimbursement of costs for subsistence, typing, printing/copying, communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for Items 1 to 4 in the Activity Schedule. Only in exceptional cases where a change in the Scope of Services is agreed to and where new rates cannot be derived from the tendered rate, will the tendered rates in Item 5.1 be used.
12. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in rates, sums, percentage fees and prices of the items listed in the Activity Schedule. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account. This provision under Item 5 of the Activity Schedule for payment of printing/copying shall exclude the identified reporting requirements as set out in Clause 6.1.4 of the Scope of Work (which shall be provided for under Item 4 of the Activity Schedule).
13. No payment will be made for travelling expenses incurred inside the City of Cape Town's municipal boundaries, which shall be deemed to be included in rates, sums, percentage fees and prices of the items listed in the Activity Schedule. Traveling expenses incurred with respect to official trips, pre-authorized in writing by the Employer, outside of the City of Cape Town's municipal boundaries, shall be refunded as a disbursement. Where it is necessary for individuals to travel and overnight outside the City's boundaries, subsistence will be paid with the prior approval of the Employer. The Employer will not cover the cost of anything more than a "3 star" hotel. Travel outside the City's boundaries i.e. consultation with other provinces and/or National Government may be required. In this instance the Employer will reimburse the cost of a 1.6 (sedan with air con) and economy class flight travel only.
14. Tenderers are to note that the planning for this contract is based on a three year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
15. All charges in respect of attendance at meetings and the provision of secretarial services, shall be included in the tendered rates.
16. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
17. 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.

18. Where required by the Employer in terms of Clause 6.1.3 of the Scope of Work to provide full-time seconded services, the Employer shall give two weeks' notice. The Service Provider shall provide the staff on a full-time basis, stationed at the Employer's offices where all necessary office furniture shall be provided. The seconded staff shall bring his/her own computer (laptop) with 3G (or equivalent) connectivity. Tenderers must allow in their prices all costs associated with the temporary secondment of their staff. The Employer shall give at least two weeks' notice when the services are no longer required.
19. An Effective Actual Annual expenditure (EAAE) shall be determined on a regular, preferably monthly but not exceeding three-monthly, basis, to be used in respect of Item 2.1 of the Activity Schedule. The actual capital expenditure incurred, excluding vehicle acquisition and compensation payments to minibus-taxi operators, shall be extracted from the Employer's SAP financial system, and will be subject to verification

by the Service Provider. The amounts will be *pro rata* adjusted to reflect effective actual annual expenditure amounts. The amounts will then be adjusted to reflect a three-month moving average to smooth the effect of spikes in the actual expenditures. The total effective actual annual expenditure shall be **de-escalated** in terms of the indices as provided for under par 7 in the Pricing Assumptions to determine a final EAAE to be used for payment purposes in terms of Item 2.1 in the Activity Schedule. (Note that in terms of clause 7 in the Pricing Assumptions, escalation will be payable on the tendered amount.)

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C2.2 Activity Schedule

Item No. 1 : Project Program Development and Maintenance

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
1.1	Provide professional services with respect to the initial development of an overall Program as described in the Scope of Work (clause 6.1.1).	sum	1		200 000	-
1.2	Provide professional services with respect to the maintenance of an overall Program as described in the Scope of Work (clause 6.1.1).	month	72	5500	396 000	-
1.3	Extra over Item 1.2 for the supply and maintenance of two fully licenced project management software packages as described in Clause 6.1.1 of the Scope of Work.	year	6	72 000	432 000	-
TOTAL OF ITEM No. 1 TO SUMMARY					1 028 000	-

Item No. 2 : Project Programme Implementation Coordination and Integration

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
2.1	Provide professional services with respect to the project implementation coordination and integration as described in the Scope of Work (clause 6.1.2), and for an Effective Actual Annual Expenditure (as described in clause 19 of the Pricing Assumption) of:					
2.1.1	Up to R150 million	month	10	293 770	2 937 700	-
2.1.2	More than R150 million, up to R300 million	month	10	293 770	2 937 700	-
2.1.3	More than R300 million, up to R500 million	month	10	293 770	2 937 700	-
2.1.4	More than R500 million, up to R700 million	month	12	293 770	3 525 240	-
2.1.5	More than R700 million, up to R1 000 million	month	10	293 770	2 937 700	-
2.1.6	More than R1 000 million, up to R1 300 million	month	10	293 770	2 937 700	-
2.1.7	More than R1 300 million	month	10	293 770	2 937 700	-
TOTAL OF ITEM No. 2 TO SUMMARY					21 151 440	-

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Item No. 3 : Additional Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c
3.1	Provide time-based professional services on the instruction from the Employer in respect of services that fall beyond the scope of services as described in the Scope of Work: Key persons: - Project Leader - Assistant Project Leader - Program Scheduler - Project Manager - Quantity Survey - Technical Integration Manager - Transportation Engineer - Universal Access Specialist Other non-key persons: - Principal: > 8 years' experience - Salaried staff: Associates and Managers - Salaried staff: with direct responsibility for activities related to the project - Salaried staff: performing work related to the project under direction and control	hr	100	1 300	130 000 -
		hr	300	1 000	300 000 -
		hr	100	550	55 000 -
		hr	500	580	290 000 -
		hr	300	580	174 000 -
		hr	500	500	250 000 -
		hr	200	750	150 000 -
		hr	200	940	188 000 -
		hr	300	950	285 000 -
		hr	500	850	425 000 -
		hr	500	550	275 000 -
		hr	500	250	125 000 -
3.2	Provide for sub-consultant work not specifically itemised in the Activity Schedule or allowed for in the Scope of Work.	Contingency Sum			5 000 000 00
3.3	Extra over Item 3.2 in respect of all other costs, overhead charges and profit	%	5 000 000	6	300 000 -
3.4	Provide full-time/ seconded professional services on the instruction from the Employer (as provided for in Clause 18 of the Pricing Assumptions) in respect of services that fall beyond the scope of services as described in the Scope of Work: - Principal: > 8 years' experience - Salaried staff: Associates and Managers - Salaried staff: performing work related to the project under direction and control	week	4	38 000	152 000 -
		week	16	34 000	544 000 -
		week	16	10 000	160 000 -
TOTAL OF ITEM No. 3 TO SUMMARY					8 803 000 -

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Item No. 4 : Reporting Requirements / Deliverables

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
4.1	Provide professional services with respect to the reporting requirements/ deliverables as described in the Scope of Work (clause 6.1.4).	month	72	120 213 ,33	8 655 360	-
TOTAL OF ITEM No. 4 TO SUMMARY					8 655 360	-

Item No. 5 : Recoverable expenses

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
5.1	Provide for recoverable expenses not allowed for in the Scope of Work or elsewhere in the Pricing Data					
	Printing: size A0,	no.	100	50	5 000	-
	Printing: size A1,	no.	100	30	3 000	-
	Printing: size A2,	no.	100	15	1 500	-
	Printing/copying: size A3	no.	500	12	6 000	-
	Printing/copying: size A4 (reports and tender documents only),	no.	40 000	1	40 000	-
	Compilation and binding of reports/tender documents.	no.	1 000	50	50 000	-
	Electronic Data provided on Compact Disk	no.	500	50	250 000	-
5.2	Travelling and accommodation expenses with respect to authorized official trips outside of the City of Cape Town's boundaries.	prov. sum	-	-	150 000	00
TOTAL OF ITEM No. 5 TO SUMMARY					280 500	-

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SUMMARY OF ACTIVITY SCHEDULE

A: TOTAL OF ITEM No. 1

R 028 000 - 00

B: TOTAL OF ITEM No. 2

R 21 151 440 - 00

C: TOTAL OF ITEM No. 3

R 8 803 000 - 00

D: TOTAL OF ITEM No. 4

R 8 655 360 - 00

E: TOTAL OF ITEM No. 5

R 280 500 - 00

F: SUB-TOTAL (A TO E)

R 39 918 300 - 00

G: CONTINGENCIES

Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Employer may direct and to be deducted in whole or in part if not required

R 3 991 830 - 00

H: TOTAL INCLUDING CONTINGENCIES

R 43 910 130 - 00

I: VALUE ADDED TAX

ADD: VAT at the rate of 14% of H above

R 6 147 418 - 20

J: TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER
AND ACCEPTANCE (H+I)

R 50 057 548 - 20

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. 119C/2014/15: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

SIGNED ON BEHALF OF THE TENDERER: ...

.....

CITY OF CAPE TOWN

TRANSPORT FOR CAPE TOWN: INFRASTRUCTURE

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PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

C2.2 Activity Schedule

Item No. 1 : Project Program Development and Maintenance

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
1.1	Provide professional services with respect to the initial development of an overall Program as described in the Scope of Work (clause 6.1.1).	sum	1			
1.2	Provide professional services with respect to the maintenance of an overall Program as described in the Scope of Work (clause 6.1.1).	month	72			
1.3	Extra over Item 1.2 for the supply and maintenance of two fully licenced project management software packages as described in Clause 6.1.1 of the Scope of Work.	year	6			
TOTAL OF ITEM No. 1 TO SUMMARY						

Item No. 2 : Project Programme Implementation Coordination and Integration

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
2.1	Provide professional services with respect to the project implementation coordination and integration as described in the Scope of Work (clause 6.1.2), and for an Effective Actual Annual Expenditure (as described in clause 19 of the Pricing Assumption) of:					
2.1.1	Up to R150 million	month	10			
2.1.2	More than R150 million, up to R300 million	month	10			
2.1.3	More than R300 million, up to R500 million	month	10			
2.1.4	More than R500 million, up to R700 million	month	12			
2.1.5	More than R700 million, up to R1 000 million	month	10			
2.1.6	More than R1 000 million, up to R1 300 million	month	10			
2.1.7	More than R1 300 million	month	10			
TOTAL OF ITEM No. 2 TO SUMMARY						

Part C3: Scope of Work

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C3.1 Scope of Work

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1. INTRODUCTION

The purpose of this appointment is to secure the services of a professional project management team that will be responsible for the development, maintenance and management of an overall implementation programme and related budget and cash flow forecasts for the ongoing rollout of the City's Integrated Rapid Transit (IRT) programme, and to guide and coordinate the work streams and City-appointed professional teams to deliver on these programmed rollout objectives.

The services will include the project management of all activities associated with the ongoing development and commissioning of the IRT system - inclusive of systems planning, financial planning and monitoring, infrastructure implementation, facilities management, vehicle procurement, fare management and control systems, industry transition and operations – and regular reviews and reporting on progress.

While much of the visible work to date relates to the delivery of infrastructure such as bus-ways, stations and depots it is important how this translates into an effective, efficient and viable public transport system that will provide a rapid, convenient and safe service to the public without creating an unacceptable burden to the ratepayers.

The ongoing development of an effective business model, the transformation of the existing Public Transport industry and effective participation and communication with all stakeholders are also key project deliverables which have to be attained to successfully deliver the IRT system.

To initiate and facilitate the brief under this appointment, the service provider will initially have to familiarise himself with the work undertaken by the City and its service providers, and review the work processes of the previous/current project managers appointed for Phase 1.

Unless where specifically provided for, the services will not include the detailed project or construction management, or the management of non-construction related work streams, but will include the obtaining of all relevant information, familiarisation therewith, interacting with the different service providers and work streams, setting up of a master Program with financial forecasts and the monitoring and reporting with respect to all of these.

The services will not be confined to any specific phase(s) of the IRT programme, but will be confined to a time frame of six years.

Communication with the different IRT work streams will be facilitated by the City's Director: Infrastructure and Manager: IRT Major Projects. All professional service providers / consultants employed on the City's IRT programme, or the City's internal works stream leaders as applicable, will be required to provide the necessary documents to enable the service provider to undertake the brief under this appointment.

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, 56 of 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders from suitably qualified and experienced project managers for Contract No 119C/2014/15: **PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT**, which will be evaluated using a financial offer and preferences based system as described in the tender data.

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.

2. BACKGROUND

The concept of implementing Bus Rapid Transport (BRT) systems in South Africa's major cities is contained in the National Public Transport Strategy and Action Plan. In response to this and in accordance with its own transport objectives, the City of Cape Town developed its own position on the implementation of the Integrated Rapid Transport (IRT) System which has been included in the City's Integrated Transport Plan.

Since the commencement and rollout of the IRT System in Cape Town from 2008, many aspects have changed and developed. The most important of these are summarised very briefly below. It is imperative for the Service Provider to study, in addition to this summary, the reference documents and addenda, to have a good understanding of the IRT System.

2.1 Business Plans

In October 2010, Council approved the 2010 MyCiti Business Plan covering Phase 1A. Minor amendments to this plan were passed in February and October 2011. An updated Business Plan was approved in October 2012 which provided for the extension of the MyCiti system to Phase 1B and the N2 express service. These documents are available on the City's website at <http://myciti.org.za/en/about/management-reports/business-plan/>. The 2012 MyCiti Business Plan is also supplied on CD/DVD as Reference Data.

The City is currently in a process of a further updating the 2012 business plan. The main changes since the approval of the 2012 business plan are the following:

- A tender was awarded for the provision of an automated fare system, and the initial fare system, which used paper tickets, migrated to an electronic card system. The capabilities of the card system are being progressively enhanced as hardware and software are implemented in terms of the tender. The key specifications of the card system - in particular, the requirement that it be EMV (Europay / MasterCard / Visa) compatible, are set by national regulations. This is new technology for transport systems globally, which presents both advantages in terms of inter-operability with other card systems as well as significant challenges.
- A procurement of an Advanced Public Transport Management System (APTMS) contractor (previously referred to as the control centre) is underway and should be concluded during 2015.
- A five year station management contract took effect at the end April 2013. By September 2014 the Station Management Contractor was responsible for managing 34 MyCiti stations. This includes the management of the facilities, security and cleaning. Other functions include cash management and payment systems, passenger management, access control, validation and fare evasion, technical maintenance, communication and managing events.
- Sixty one high floor trunk service buses (53 x 12 m rigid and 8 x 18 m articulated buses) are currently in service in the Phase 1A service area, operated by the three vehicle operating companies (VOCs).

- A feeder bus fleet of 221 low-floor buses (9-meter Optare Solo SR buses) were supplied.
- In March 2013 a contract was awarded for the supply of 20 x 12 m rigid (solo) low-floor buses and 20 x 18 m articulated low-floor buses for the N2 Express service route.
- The stepped distance-based fare system (as per the 2012 Business Plan) was implemented on 3 August 2013, permitting distance-based pricing capped at a defined maximum fare. It also allows discounts to be offered, depending on the time of travel (peak or off-peak) and the type of travel package loaded on the EMV smartcard.
- As with the MyCiti Phase 1, an interim three-year contracted service has been negotiated for the operation of the N2 Express.
- An Advertising Management contractor was appointed in October 2012. The contractor pays the City for advertising spaces in the system, and is also responsible for the maintenance and cleaning of stops at no cost. The contractor is responsible for dealing with vandalism, by reinstating the bus stops to their designed state within a very short period. The advertising contract is proceeding well and the contractor has complied with its maintenance and cleaning obligations at bus stops. This contract will expire in October 2015.
- Two tenders have been awarded for retail at various MyCiti stations.
- To facilitate the full rollout and achievement of integrated, interoperable and intermodal transport across the city, as well as driving down the cost to citizens of access to work, education and recreational opportunities, a governance structure was set up through the establishment of Transport for Cape Town (TCT), the City's transport authority. This will also enable the full implementation of the parameters and requirements of the National Land Transport Act (5 of 2009). To facilitate this:
 - The Transport for Cape Town Constitution Bylaws, No 7208 was gazetted in 2013, and the TCT Organisational Structure was approved.
 - Application in terms of an approved business plan and related ten year budget was made for the assignment of the Contracting Authority function to the City under TCT. This will include the management of the scheduled public transport service contracts (three 12-year VOC contracts, one three-year N2 Express contract, a Dial-A-Ride contract and ultimately the section 46 contracts as revised) in a unified manner.
 - Application in terms of an approved business plan and related ten year budget has been made for the assignment of the Municipal Regulatory Entity (MRE) function to the City, through TCT.
 - The TCT Constitution Bylaw, No 7208 of 2013 has paved the way for the TCT Long Term Strategy and the establishment and functionality of the Municipal Land Transport Fund (MLTF).
 - The TCT organogram was approved by Council on 30 May 2013 and has subsequently come into operation, becoming fully operational from 1 July 2014.
 - Key focus areas going forward will ensure that systems and procedures are in place and operational to report on:
 - o Expenditure versus delivery in terms of the Business Plan and in accordance with grant parameters, the MLTF and related performance;
 - o Future planning, IPTN, conceptual design, detailed design, construction, operations, compensation and long term maintenance
 - o Revenue generation, cash sales; and
 - o Performance in terms of the 12 year VOC contracts.
- TCT's Comprehensive Integrated Transport Plan (CITP) was approved by Council in December 2013 and the annual mini review was approved on 25 June 2014. The CITP is a statutory document that guides transport planning including the preparation of the Integrated Public Transport Network 2032 (IPTN) plan. TCT's Vision of One and the objectives identified to meet realise this vision are detailed in the CITP and this document.
- The City's 2032 Integrated Public Transport Network (IPTN) was approved by Council on 25 June 2014. The purpose of the IPTN project is to develop an integrated public transport network and operational plan for the Cape Town metropolitan area, to improve mobility and access for all residents in Cape Town. The IPTN plan encompasses all modes of public transport, including rail and road based technologies and determines which modes are best suited to cater for the existing and future public transport demand, route descriptions and modal interchanges, station and stop locations, system operational parameters and infrastructure needs. It also provides estimates of the total system costs.

- The approved IPTN will be TCT's 2032 public transport network plan and position, and will form the system planning base for public transport corridor identification and associated projects and for any public transport related agreements with affected stakeholders, and will further form the basis of the IPTN operational plan, the IPTN implementation plan, and the IPTN business plan which will in detail report on both the economic and financial assessment of the preferred IPTN. These plans will be reviewed during the preparation of the IPTN Business Plan in 2015, to consider the various financial sustainability, sequencing of investment, company formation and industry transition requirements. This business plan will be submitted to the Council by mid 2015.
- The conceptual design and operational plan for the IRT component of the Lansdowne-Wetton Corridor (Phase 2A) is underway and scheduled for completion by the end of 2014. The Business Plan for Phase 2A will be undertaken in parallel or follow after the completion of the IPTN business plan.
- Increasing operational costs pose a significant risk to the financial sustainability of MyCiTi based on current revenue and funding sources. The City has undertaken a rigorous moderation process to analyse existing services and assess potential cost reductions and revenue improvements for financial sustainability. This entailed detailed surveying and analysis of all routes, including testing and calibration exercises regarding the passenger numbers as reported by the fare system. It concluded with operational priority measures and revenue generating projects to improve the financial sustainability of the MyCiTi system. The moderation exercise has been important in informing strategies to ensure ongoing financial viability and is thus a key informant of this Business Plan.

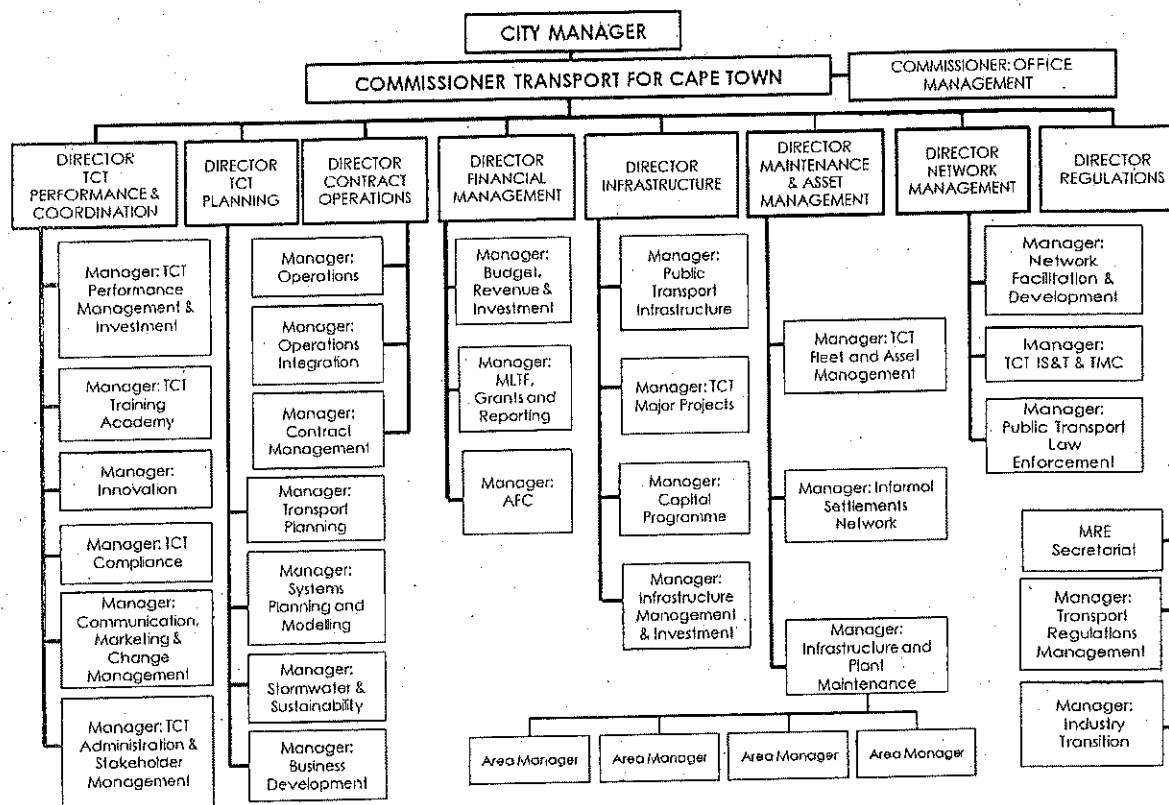
Since the start of operations, MyCiTi has provided over 14,5 million passenger journeys.

2.2 Transport for Cape Town

Transport for Cape Town (TCT), the City's Transport Authority was launched on 18 October 2012 along with the establishment of the Municipal Land Transport Fund (MLTF). This also included the formulation of the TCT Constitution By-laws, as well as the development and implementation (in 2013) of the new TCT macrostructure as shown in the schematic presentation below.

TCT has been developed to provide efficient and targeted service delivery and more importantly, enable the achievement of a sustainable, intermodal transport network as well as integrated and interoperable transport, for the benefit of commuters, communities and stakeholders of Cape Town.

The City's vision for public transport is driven by the need to integrate various modes of public transport into a single effective and seamless service. This includes the establishment of a full public transport network, with high-quality rail and road services, that will place at least 80% of Cape Town's population within 500 metres of the system. The Bus Rapid Transit (BRT) network will link into the rail service, which will remain the backbone of public transport in Cape Town. The planning for this BRT service is guided by the principles of quality, equity, security, sustainability and integrity. This translates into design principles of car-competitive speeds, universal access, passenger mobility, accessibility, modal integration, customer convenience, safety and security, sustainable transport, congestion management, the optimal use of scarce resources and transport that supports economic development.



There is a clear linkage with the City's Integrated Development Plan – which envisages a prosperous city that creates an enabling environment for shared economic growth and development, achieves effective and equitable service delivery, and serves the citizens of Cape Town with a well-governed and effectively run administration.

Plans are well advanced to reassign the Contracting Authority Function, which currently rests with the Western Cape Provincial Government, to the City of Cape Town

2.3 Systems Planning

The system planning is informed by revealed travel data, lessons learnt from the operations of the system to date, and lessons from public transport systems in South Africa and abroad. The ability to accurately model travel behaviour is a challenge worldwide. The accuracy of the modelling results is enhanced through continuous improvement and refinement by calibrating the model with new transport data as it becomes available.

Several years of planning and research have informed a review of the Integrated Public Transport Network Plan 2032 (IPTN) which has been adopted by Council on 25th June 2014. This document is supplied on CD/DVD as part of the reference data with this document and is also available at: <http://www.capetown.gov.za/en/CouncilOnline/Pages/ViewCouncilMeetingDetails.aspx?RecurrenceId=12764>

The existing public transport network and services are extensive and comprise the rail network, MyCiTi Integrated Rapid Transit (IRT) service, standard scheduled bus services, minibus-taxi services, cycling network and a pedestrian network. These components form part of the IPTN and the aim is to transform the current disjointed network reality into the IPTN vision through an integrated, inter-operative and intermodal network service, as elaborated in the City's Comprehensive Integrated Transport Plan (CITP).

The IPTN determined the appropriate public transport network, considering all modes, to meet the demand for public transport as the City develops. It identified critical missing transport links in the public transport system. The Khayelitsha-to-CBD rail service, in particular, is running at over capacity, which is driven to a large degree by a desire to access the Bellville and Wynberg/Claremont area from the metro south-east. The Chris Hani rail corridor has been identified for a significant upgrade and will be the backbone of the N2 corridor, which links the metro-south-east to the Cape Town CBD.

As identified by the IPTN and in support thereof, the City has prioritised the east-west Lansdowne-Wetton corridor for development as the next IRT phase, Phase 2A.

2.4 Phased Implementation

The IRT system is being rolled out in four phases, for completion in 15 to 20 years. Phase 1A focused on the central city and the Blaauwberg corridor towards Table View and Dunoon, as far as Atlantis and Mamre. Phase 1B is a small extension to Phase 1A to Montague Gardens and Century City. Phase 2 addresses the public transport needs of the metro south-east, including Khayelitsha and Mitchells Plain, linking these to the rest of the city. Phases 3 and 4 extend the system to the Durbanville, Delft and Helderberg areas. The N2 Express service is a short-term intervention to relieve pressure on existing services, such as rail, between the metro south-east and the central city. It also allows certain innovations and lessons learned from Phase 1A to be tested in the south-east prior to their adoption as part of Phase 2. The next priority will be the Lansdowne-Wetton corridor, Phase 2A.

2.5 Infrastructure design and construction

During the implementation of Phase 1 and N2 Express, multi-disciplinary professional service providers (including, project managers, architects, various engineering disciplines and quantity surveyors) were procured through various contracts to undertake the project management, design and construction supervision of the infrastructure construction contracts were entered into for the construction of infrastructure inclusive of road works, stations, stops and depots. The Project management and coordination between the different service providers and other works streams were undertaken through an independent consortium of project managers.

The preparation of concept designs for road based public transport in the Lansdowne-Wetton corridor (Phase 2A) is currently underway as part of the IPTN project. In addition to this and this tender being tendered for, the City has also proceeded with plans around the procurement of the following professional service provider packages to implement the establishment of the necessary Phase 2A infrastructure:

- The design, tender documentation and construction supervision with respect to new bus depots in the metro south-east.
- Approximately five separate packages with respect to the design, tender documentation and construction supervision of the road works and stops.
- The design, tender documentation and construction supervision of stations.

The procurement of contractors and construction works for each of the above packages will follow.

2.6 Bus procurement

Through four different procurement contracts, a total of 322 new buses have been procured. These vary in size from 9m feeder buses to 18m articulated buses, and include both high-floor and low-floor buses.

Level boarding (as is possible at MyCiti stations, where the bus floor is level with the station floor) is an important component in providing a high-quality service which allows universal access and quick boarding and alighting, but requires station and bus stop platforms to be of the same height as the vehicle floor.

For Phases 1A and 1B, high-floor vehicles operate on the trunk routes and low-floor feeder vehicles on the feeder routes. These high-floor buses make more floor space available for passengers, weigh less and have less complex maintenance issues than low-floor buses, but require high station platforms. The high-floor buses offer both high-floor doors on the right side of the bus and a low-entry door with steps on the left hand side of the vehicle, enabling them to be used at feeder stops if necessary. However, the stepped entry on the left side into high-floor vehicles does not comply with required universal access standards. The decision to implement a high-floor bus trunk system in combination with a low-entry feeder system also resulted in a number of infrastructure challenges in the implementation of Phase 1A and 1B, increasing the number of station platforms required, even where the demand is low.

Using low-floor technology for trunk as well as feeder vehicles makes it easier to operate the same vehicle on both trunk and feeder routes, offering a more convenient, universally accessible service and greater flexibility in vehicle utilisation. The City has introduced a low-floor trunk express bus service to Mitchells Plain and Khayelitsha (N2 Express Service) as a test case for this new technology. Assuming

associated maintenance and cost challenges can be successfully addressed in future, the low-entry system will offer greater flexibility as the service extends into the high-density areas of the metro south-east.

The system is fully accessible for passengers in wheelchairs and passengers with disabilities such as sight impairment. Where possible, the system is being integrated with dedicated bicycle and pedestrian pathways around the main bus trunk routes.

2.7 Contactless card payment system

A contactless card payment system forms part of the system's development into future phases. The City's contactless card, the myconnect card, is a core component, although any EMV compliant contactless cards can be used. Cards are purchased and pre-loaded at designated pay-points. 'Tapping' of the card and deduction of the payable amount takes place at stations or on board the vehicles through the electronic card. Innovations in electronic ticketing using the myconnect card include the introduction of point-to-point distance based fares and discounted 'transit products', which can now be loaded by frequent MyCiti users.

2.8 Funding

The costs of the MyCiti service consist largely of the once-off capital expenses that are essential for initiating a quality service. These include road works, the construction of stations and stops, setting up the quality automated fare system, and the control system, which is used to direct and manage the vehicles while in operation and monitors safety and reliability. This includes ensuring that vehicles run to timetables and informing users about when buses will arrive.

Costs also include the expenses of business and system design and planning, the procurement of buses and the compensation of minibus-taxi operators who are giving up their rights to operate in the area.

Fare revenue and advertising pays for a significant part of these costs, with the remaining deficit shared between national government and the City. Currently the City contributes up to 4% of its property rates and other general revenue sources towards these recurrent costs.

The City has received substantial financial support from the national Public Transport Infrastructure and Systems Grant (PTISG) fund that was initially established by National Treasury to improve public transport for the 2010 FIFA World Cup, and is now focussed on further transforming public transport in South Africa. The PTISG has now been split into a Public Transport Infrastructure (PTI) Grant which is mainly focused on funding the once off costs associated with implementation of new systems, and a Public Transport Network Operating (PTNO) Grant, which is aimed at ongoing support of operations. Both grants appear set to continue and are fundamental to the continuation and expansion of the service.

Since the start of the project in 2008 until the end of June 2014 the National Department of Transport (NDOT) and National Treasury, through the annual Division of Revenue Act (DORA), have allocated a total of R5 091 million to the City for Public Transport Infrastructure and Systems (PTIS). A further R2 972 million (PTIG) and R675 million (PTNOG) has been secured for the period of the MTEF including from 2014/15 to 2016/17.

A summary of the external funding provided by National Government is summarised in the table below.

PTISG funding past and confirmed future

PTISG funding and expenditure profile (R millions)						
Financial year	Funding		Cumulative Funding	Expenditure	Cumulative Expenditure	Net effect funding (balance)
2005/6	8.0		8.0	0.0	0.0	8.0
2006/7	120.0		128.0	65.2	65.2	62.8
2007/8	336.2		464.2	36.0	101.2	363.0
2008/9	318.6		782.8	330.4	431.6	351.3
2009/10	882.5		1 665.3	816.7	1248.2	417.1
2010/11	468.4		2 133.7	520.6	1768.8	364.9
2011/12	1 608.3		3 742.0	930.0	2698.9	1043.1
2012/13	1 348.7		5 090.7			
	PTIG	PTNOG				
2013/14	946.2	352.5				
2014/15	1 159.1	217.5				
2015/16	1 222.0	218.0				

3. EMPLOYER'S OBJECTIVE

It is the Employer's objective to successfully undertake the planning and rollout of the different phases of the City Integrated Rapid Transit System, including the commissioning of service operations, all subject to available funds.

The IRT service needs to be acceptable from all perspectives and has to be financially viable. The project details, magnitude and rate of implementation may therefore change during the implementation of the project to realign it with revised financial figures. It is also important to note the potential financial constraints explained in Section 6.2 of the Scope of Work.

The Employer's objective is to secure the services of a professional service provider that will be responsible for the coordination, integration and overall programme management of all the various IRT systems and work streams. The service will need to cover all aspects and inclusive of all phases of the project and the commissioning of service operations, but will be for a limited duration of not more than six years and subject to the Section 33 process as noted under Section 1 of the Scope of Work.

4. OVERVIEW AND EXTENT OF THE SERVICES REQUIRED

The services required are predominantly of a project management nature, inclusive of various administrative, monitoring, reporting and other associated functions.

The project/programme covers a wide spectrum of somewhat complex fields and work streams, including:

- Systems development including transport demand modelling and system cost modelling.
- Fare Management systems and control centre systems
- Negotiations with members of the existing "public transport industry" and their integration into and formation of IRT vehicle operating companies.
- Business processes and contracts for vehicle operating companies, station services, control center management, fare system management and system financial management.
- Public engagement with interested and affected parties as well as city wide communication through the media and other means.
- Property acquisition.
- Infrastructure design and construction inclusive of bus stations, stops, roads, - depots and associated works.

- Maintenance of bus stations, stops and depots by an external service provider(s).
- Maintenance of roads and associated works by the City (Internal).
- Vehicle specification and procurement.
- Financial management and control.
- Regulations and enforcement.

It is not the purpose of this appointment that the service provider will micro-manage the various contracts and work streams, but rather to provide a coordinating and macro (high level) project management service. The procurement contracts for multi-disciplinary professional teams, being appointed for the design and construction of infrastructure, will allow for one of the professional team members to undertake the functions as lead consultant to coordinate and micro-manage the particular professional team.

Once a sub-project/service/route has been fully implemented and has become operational, with all snags and teething problems dealt with, it will no longer be the responsibility of the Service Provider to coordinate – with the exception of only the financial monitoring, reporting and fund application aspects of fully operational sub-projects/services/routes, which remain the Service Provider's responsibilities. However, post-commissioning assessment services may need to be undertaken by the Service Provider, which will be dealt with as an "additional" service, and paid for separately on a "time and cost" basis.

The Services to be provided in terms of this contract are inextricably linked to the Employer's three year capital budget and the receipt of funding granted in terms of the Division of Revenue Act (DORA), and it should be noted (as further expanded upon under section 6.2 below, that while the Employer has every intention of completing the full Scope of Work making full use of the budget allocations, the Employer's budget and DORA funding grants are 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.

5. USE OF REASONABLE SKILL AND CARE

Due to the programme's very broad scope and level of complexities, it requires highly competent and experienced project managers. Although it is not the purpose of this appointment that the service provider will micro-manage the various work streams, the service provider will need to effectively coordinate and project manage.

The Service Provider's attention is drawn to the project's dependency on funding and budget provisions as explained under section 6.2 below.

The Service Provider's attention is drawn to the fact that the project is being carried out within an operating transport system which not only affects the City's existing transportation infrastructure and other assets but also its road users, pedestrians, commuters and current public transport operators.

In addition, the project is of such a nature that it will not only affect property owners and active businesses along the IRT corridors, it will also impact on the broader economic, spatial development and environmental (biophysical, socio-economic and cultural) characteristics of the City of Cape Town.

It should furthermore also be noted that the project implementation represents a huge capital investment to the City and has long term operating budget implications.

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.

6. BRIEF

The Specific Requirements below are set out to tie in with the Activity Schedule. Although it may not be specifically mentioned under the different Specific Requirements sub-headings, the Service Provider will be expected to attend to 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.

The Service Provider shall be represented at all meetings referred to in the Scope of Work by at least one of the key personnel, preferably the Project Leader or Assistant Project Leader. The Service

Provider shall provide secretarial services (for record keeping purposes) at all official meetings. Charges in respect of attendance at meetings and the provision of secretarial services shall be in the tendered rates.

6.1 Specific Requirements

The following specific services are to be provided:

6.1.1 Project Program development and maintenance

The Service Provider will be responsible for the development and maintenance of an overall development and operational implementation Program and related budget and cash flow forecasts for the City's IRT system. (Referred to as "Program".) More specifically, the Service Provider shall:

- Gather information and familiarize himself with all existing projects and programmes with respect to all work streams, identify key milestones, areas of high risk and determine inter-dependencies between the different projects and workstreams, and develop a new comprehensive Program in a format and level of detail to fully understand all activities and processes, and acceptable to the Employer.
- Ensure that his relevant staff have access to, and proficiency with, a project management software package that is capable of the following:
 - extensive cashflow capability through enhanced usage such as histograms ;
 - capable of having multiple activities on the same line, thereby making it easier to produce summary reports
 - extensive presentation capability through enhanced usage such as the insertion of images, automated setting up of date scale and grid lines,
 - extensive and seamless integration capabilities with other software, such as all Microsoft Office products -in particular, as it relates formulas, colour, fonts etc.
 - simple printing capability through enhanced usage such as automated sizing ;
 - provide clear resource visibility to optimise allocation ;
 - provide for business intelligence for easy stakeholder engagement ;
 - provide clear visibility across multiple projects ;
 - multi user capability, which allows for concurrent use and the master Program to be effectively updated; and
 - scalability.
- If specifically requested by the Employer, provide the Employer with two licences of the management software to be available to two of Employer's employees.
- Make use of the project management software to prepare a comprehensive Program and present it in different formats and detail as may be required. Typically, programs will need to present:
 - detailed, individual project based programs,
 - a specific new bus route rollout program,
 - programs for a specific time period,
 - a macro program showing the main activities (or individual projects), milestones and risk
 - inter-dependencies between the different individual projects or work streams, with different fonts) to, for example, identify areas of high risk,
 - programs displayable in a bar-chart or flow-diagram format, and
 - key resource requirements, including funding.
- In consultation with and as directed by the Employer, consider the commissioning of an initial starter service and its phasing to the full operational service with respect to rollouts to new areas.
- Maintain the Program on an ongoing basis by gathering the necessary information and documentation, to enable the release of monthly updated Programs with the latest information in the required formats.
- Develop and maintain the Program within an available funding framework, established in accordance with the dictates of the PTIG and PTNOG funding provisions and the City's budgetary financial provisions, and in accordance with Council's requirement that there will always be sufficient cash flow i.e. expenditure not to exceed available funding.

- Develop and maintain the Program in close co-ordination with the different work streams as listed under Section 4.
- Develop and maintain the Program in consultation with relevant City Directorates, IRT Consultants, Provincial and National Departments and other relevant stakeholders as required.
- Take due cognizance of inter alia the:
 - progress made with respect to each work stream,
 - the procurement of goods, services and construction works,
 - professional services appointments,
 - contracts awarded and construction progress
 - industry transition and the status of negotiated operator contacts
 - project funding and expenditure
 - marketing and communication plans
 - institutional requirements and legislative processes
 - areas of high risk.
- Be responsible for the development of standard, detailed schematic process flow diagrams for certain key procedures which are typically very complex, requiring many different steps/ activities which are inter-dependent of one another, and with different individuals/ departments/ organisations responsible. The Service Provider shall capture and present all the steps in the right sequence, with sufficient clarity, indicating the required timeframes, the individuals or parties responsible for each of the steps and how the steps are inter-dependent. The purpose would be to create a simple tool to monitor and give early warnings with respect to these processes and to help ensure that all steps (especially small but critical steps) not be overlooked and delayed. It would also facilitate the development and maintenance of the bigger Program. These detailed standard (also stand-alone) work flow diagrams will be required with respect to:
 - The vehicle (bus) procurement process from when the first bus has been assembled, until the first few buses have been delivered and commissioned, and are in proper service by the vehicle operating company. Included must be the parallel but inter-dependent process for the procurement of operating licenses.
 - Industry transition.
- Unless otherwise instructed by the Employer, provide the updated Program on a monthly basis to the relevant stakeholders in both high level and detailed formats, broken down into an appropriate series of work streams and/or manageable subordinate activities or tasks and identify their associated resource requirements.
- Provide a resource demand plan, extracted from the Program, providing advance warning with respect to the procurement/acquisition of all resources required (especially long lead items) for the successful rollout of the Program.

6.1.2 Project Program implementation coordination and integration

The Service Provider will be responsible for coordinating and integrating the various project professional teams and other project work streams through the monitoring of their activities and communication to ensure the integration of all the important and critical aspects of the IRT system and achieve a viable rollout of the bigger IRT Program. A key objective would be to achieve this while minimizing any operating cost and hence any potential deficits. In carrying out these responsibilities the Service Provider shall:

- Engage and work in close co-ordination by meeting, corresponding and through other means of communication, with the different work streams, project professional teams, other relevant City Directorates, Provincial and National Transport Departments, and other relevant stakeholders, to ensure that issues of common interest and/or which are dependent on the cooperation between different work streams or parties, are attended to and resolved.
- Work in close cooperation with the Employer's work stream leaders and project team members to identifying areas of concern and/or in need of coordination and to drive the project activities to meet the Program milestones.
- Track the availability of funding from a variety of sources together with the City's IRT implementation team's financial manager.

- Be responsible to facilitate the inclusion into the various tenders for the procurement of consultants, contractors and suppliers, appropriate time, cost and quality management requirements of the IRT system – to ensure consistency and compliance throughout the IRT system.
- Monitor the implementation of the project in terms of scope, time, cost, and quality requirements.
- Arrange for regular formal meetings as required and facilitate, manage and undertake all administrative tasks (including taking of minutes) with respect to the meetings. Included could be the following standard/set meetings:
 - Monthly high level strategic meetings around the project strategic direction and main issues.
 - Monthly project administration meetings where progress, coordination and integration are discussed.
 - Weekly integration meetings with the different work streams and other relevant City Directorates.
 - Quarterly meetings with the National Department of Transport, National Treasury & Provincial Departments.
 - Monthly Project Management Team meetings with the different work streams and other relevant City Directorates, with respect to the implementation of Phase 2A (Lansdown-Wetton corridor).
- With respect to all the meetings referred to in this section, keep an electronic database of all the agendas and minutes in a logic and easily accessible format, readily available to the Service Provider and Employer. The Employer may in addition request of the Service Provider to record certain meetings and keep the voice recordings in the same, or similar, electronic database. The Service Provider will be required to electronically capture and maintain all documents on the Employer's Sharepoint repository via a Virtual Private Network (VPN), which will be provisioned by the Employer's Corporate IT Department.

6.1.3 Additional services

Depending on the Employer's availability of resources, the Service Provider may be required to undertake additional services not necessarily specifically provided for in the Scope of Work or Activity Schedule. Typical examples are:

- Surveys, including data collection surveys, state of preference, etc.
- Independent audits, including safety audits, road safety audits, etc.
- Facilitate and undertake all administrative tasks (including voice recording and the taking of minutes) with respect to meetings with taxi associations, bus operators, civic organizations, other stakeholders and the general public to discuss the rollout of the IRT system.
- The Employer may, in certain instances where he has an urgent need to overcome a short-term demand for additional resources, require of the Service Provider to avail some of his staff to work for the Employer on a full-time seconded basis, reporting to a senior City staff member whilst stationed at the Employer's offices.

6.1.4 Reporting requirements / deliverables

The Service Provider will be required to collate, compile and submit the reports, programmes, forecasts and other documentation as required in terms of the services described above and any agreed additional services. The following documentation shall be submitted at dates to be advised by the Employer:

- Strategic Monthly Progress Reports to the Employer's senior management covering all aspects including a risk report, program and highlighting critical issues, risks and giving recommendations for mitigation and improvement. The reports shall be submitted in electronic (MSWord, Excel and/or PDF) format together with 10 hard copies.
- Monthly Progress Status Reports (one pagers) of each work stream's progress for the month. The report shall be submitted in electronic format only.
- Quarterly Progress Reports to the Employer's political Portfolio Committee(s). The reports typically cover all aspects of the project and include a detailed update on progress. The reports are generally

about 30 pages long and shall be submitted in electronic format only.

- Quarterly Status Reports to the Employer's Audit Committee. The reports typically cover an update on progress, current status, financial status with planned versus actual expenditures, key financial issues and risk management. The reports are typically about ten pages long and shall be submitted in electronic format only.
- Annual Evaluation Reports to the political Portfolio Committee(s) and the National Department of Transport (typically 120 pages long), and modified annual Status Reports to the Employer's Audit Committee (typically 50 pages long). The reports generally cover all aspects of the project and include a detailed update on progress. The reports shall be submitted in electronic format only.
- Quarterly Budget Review Reports to secure funding during the Employer's Budget and Adjustment Budget submissions to the Council. The Service Provider does not compile this report, which is undertaken by the Employer, but only contributes as required.
- PTIG & PTNOG Monthly Financial Reports to the National Department of Transport. The Service Provider does not compile this report, which is undertaken by the Employer, but only monitors timeous submission and contributes as required. The reports are typically one page for each of the two funding sources, with key financial figures.
- PTIG & PTNOG Quarterly Performance Reports to the National Department of Transport. The reports are typically one to three pages for each of the two funding sources, with key financial figures and project details. The reports shall be submitted in electronic format only.
- PTIG & PTNOG Annual Funding Applications to the National Department of Transport and National Treasury. The reports provide three-year projected funding requirements with objectives of how funding will be spent. It typically includes all aspects of the project with a detailed update on progress. The reports are typically 250 pages long and shall be submitted in electronic format only.
- Quarterly Progress Reports on MyCITI to the Presidential Infrastructure Coordinating Committee (PICC). A progress summary of individual projects with financial details presented in spread sheets format on typically three pages.

The Service Provider will be required to electronically capture and maintain all documents as described above, on the Employer's Sharepoint repository via a Virtual Private Network (VPN), which will be provided by The City's Corporate IT Department.

6.2 Dependency on Funding

The IRT project is primarily dependant on funding received via the National Department of Transport's *Public Transport Infrastructure and Operating Grants* (PTIG & PTNOG.) These allocations are published annually (February) in the Division of Revenue Bill and cover three financial years with only the first year allocation being guaranteed and the allocations for the following two years considered indicative allocations.

The Service Provider must therefore be fully conversant with the PTIG and PTNOG programmes, its requirements and limitations, and in particular with regard to the City requirement of committing to works only where funding is available (guaranteed).

It is of critical importance to note that no work may be undertaken that incurs any capital or operating expenditure unless it has been confirmed in writing by the TCT Director: Infrastructure that funding has been secured for this work.

Further, the Service Provider must note that work to be undertaken in terms of this appointment can only proceed subject to the availability of funds. Should actual funding received be less than anticipated then the extent of work may be curtailed and or postponed to match these funding limitations. No penalties or surcharges shall be payable in respect of the curtailment (reduction) or termination of the contact by the Employer.

Notwithstanding these requirements, it is important to note that the Employer has a need to spend the available budget, or as much of it as possible, in any given financial year, ending on 30 June. The Service Provider will therefore be expected to very carefully and accurately manage the cash flow

forecasts and, in consultation with the Employer, take cognisance of the budgets available and the opportunities to make changes to the budget.

7. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

8. PROCUREMENT

8.1 Preferential Procurement

The works shall be executed in accordance with the conditions associated with the granting of preferences detailed in Schedule 19: Preferencing Schedule in Part T2.2 Returnable Schedules where preferences are granted in respect of B-BBEE contribution. In particular, where the Service Provider has declared in Section 5 of Returnable Schedule 19 that "I/we DO NOT 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 prime contractor qualify for" then 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.

Where the Service Provider is a joint venture it shall be monitored as described in Clause 11.2 below.

8.2 Monitoring the use of sub-contractors/sub-consultants and joint ventures

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, 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.

In order to ensure a joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference points in respect of its consolidated B-BBEE scorecard, the Service Provider shall submit to the Employer, as and when required, a Joint Venture Expenditure Report. The format of this report is provided in Annex 2 attached.

In respect of Annexes 1 and 2 referred to above, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in Schedule 19 Preferencing Schedule in Part T2.2 Returnable Schedules. In the case of a joint venture (Annex 2), the Service Provider shall prove its compliance with item 6) in Section 2 of the Preferencing Schedule by providing a consolidated scorecard at its own cost on instruction from the Employer.

9. 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.

10. KEY PERSONNEL

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

Personnel to be readily available most of their time:

- a) A **Project Leader** who is registered as a Professional Construction Project Manager with the South African Council for the Project and Construction Management Professions, who has at least fifteen years' verifiable post graduate experience in the management or coordination of major civil engineering and building projects of which:
 - o at least five years must have been with respect to projects with individual project values in excess of R100 million, and
 - o three years in respect of the management or coordination of complex multi-year, state funded major projects with infrastructure, technology systems and operational components, and with a project value in excess of R500 million per annum.
- b) An **Assistant Project Leader** who is registered as a Professional Construction Project Manager with the South African Council for the Project and Construction Management Professions, who has at least twelve years' verifiable post graduate experience in the management or coordination of major civil engineering and building projects of which:
 - o at least three years must have been with respect to projects with individual project values in excess of R100 million, and
 - o one year in respect of the management or coordination of complex multi-year, state funded major projects with infrastructure, technology systems and operational components, and with a project value in excess of R500 million per annum.
- c) A **Program Scheduler** with a tertiary qualification in the built environment, who has at least five years' verifiable post graduate experience in programming and scheduling major infrastructure related projects, and is fully conversant with programming software, including Microsoft Project.
- d) A **Project Manager** who is registered as a Professional Construction Project Manager with the South African Council for the Project and Construction Management Professions, who has at least five years' verifiable post graduate experience in project management in the built environment, inclusive of experience in the collation of both technical and non-technical information from various sources and the compilation and preparation of high quality reports for senior management and external clients.
- e) A **Quantity Surveyor** who is registered as a Professional Quantity Surveyor with the South African Council for the Quantity Surveying Profession, who has at least ten years' verifiable post graduate experience in the construction of major civil engineering and/or building projects.

Personnel to be available in a supporting capacity as required:

- f) A **Technical Integration Manager** with a minimum B Tech Eng or BSc Eng (or equivalent – eg, B Eng) qualification in electrical and electronic engineering, who has at least five years' verifiable post qualification experience with a broad understanding of both electrical and electronic services as they relate to infrastructure.
- g) A **Transportation Engineer** who is registered as a Professional Engineer with the Engineering Council of South Africa, who has at least ten years' verifiable post graduate experience in transportation engineering.
- h) A **Universal Access Specialist** with at least 8 (eight) years of experience as a universal access practitioner on various projects.

The Project Leader and Assistant Project Leader, who must be different individuals, may also fulfil the roles of Project Manager and/or Transportation Engineer.

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.

11. 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. Invoices dated on or before the 20th of a particular month, will be paid between the 23rd and 26th of the ensuing month.

It will be the Service Provider's responsibility to ensure that all information on the Employer's Supplier Database is updated to ensure compliance. If any critical information (i.e., Tax Clearance Certificate, CIDB, IRP 30, etc.) is not valid, then the payments will be suspended until such time as the correct verified information is received.

12. 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

TRANSPORT FOR CAPE TOWN: INFRASTRUCTURE

CONTRACT NO. 119C/2014/15

PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED RAPID TRANSIT

C3.2 Annexes

Annex 1: B-BBEE Sub-contract Expenditure Report
Annex 2: Joint Venture Expenditure Report

ANNEX 1

CITY OF CAPE TOWN

119C/2014/15

Provision of Professional Project Management Services: Integrated Rapid Transit

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*)		B-BBEE Status Level of Prime Contractor			
	R				
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 BBEE Status Level than Prime Contractor	
Sub-contractor A		R	R	R	
Sub-contractor B		R	R	R	
Sub-contractor C		R	R	R	
Documentary evidence to be provided				Total: R	
				Expressed as a percentage of P*	%

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

Date:

Verified by Employer's
Representative:

Date:

Contract
Part C3: Scope of Work
Reference No. 119C/2014/15

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C3.2
Annexes

ANNEX 2

CITY OF CAPE TOWN

119C/2014/15

Provision of Professional Project Management Services: Integrated Rapid Transit

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

Signatures

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

Date:

Verified by Employer's Representative:

Date:

Part C4: Reference Data

The following documents are supplied on CD/DVD:

C4.1 October 2012 MyCiTi Business Plan

C4.2 Integrated Public Transport Network Plan 2032

SCHEDULE 16: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERCENTAGE OF TIME ENGAGEMENT (%)
	Project Manager	Project Manager Programme & Asset Management Advisory		As and when required
	Project Manager	Senior Project Manager Programme & Asset Management		As and when required
	Transportation Engineer	Technologist Transport and Planning		15% As and when required
	Transportation Engineer	Principal Specialist, Advisory Transport		As and when required
	Quantity Surveyor and Programme Asset Management	Quantity Surveyor and Programme Asset Management		As and when required
	Cost Engineer	Contract Negotiation		As and when required
	Scheduler	Scheduler		As required for support to Harry Smith
	Quantity Surveyor	Quantity Surveyor		As required for support to Werner Pretorius
	Information Management	Document Controller		70%
	IRT/ Transportation PMO	Subject Matter Expert		MPAG Peer reviews as required
	IRT	Subject Matter Expert		MPAG Peer reviews as required
	Project Controls	Subject Matter Expert		MPAG Peer reviews as required



12 November 2014

NOTICE TO TENDERERS NO. 1

TENDER NUMBER: 119C/2014/15

**DESCRIPTION: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED
RAPID TRANSIT**

CLOSING DATE OF TENDER: 18 NOVEMBER 2014

Your attention is specifically draw to the following information / amendments which are made available in terms of Clause F.3.2 of the Standard Conditions of Tender and you will be deemed to have made any allowance necessary to provide for this information in your Tender Offer.

The minutes of the Site Clarification Meeting held on 29 October 2014 is issued to you separate to this addendum and must be read in conjunction. Issues raised in the Site Clarification Meeting have been considered and, where necessary, have been addressed in this addendum. Should there be any conflict between the Minutes and this addendum, the addendum shall take precedence.

Amendment 1:

Page 7: Part T1.2 Tender Data: Clause F.2.1.1.3 Key personnel:

At the end of the third last paragraph (ending with ".... and/or Transportation Engineer."), on page 6, insert the following:

However, a higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.

With respect to the Assistant Project Leader and Project Manager only (not Project Leader), the following may apply. These key personnel may as an alternate to registration with the South African Council for the Project and Construction Management Professions be registered as:

- a. a Professional Engineer or Professional Engineering Technologist with the Engineering Council of South Africa, or as

However, a higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.

With respect to the Assistant Project Leader and Project Manager only (not Project Leader), the following may apply. These key personnel may as an alternate to registration with the South African Council for the Project and Construction Management Professions be registered as:

- a. a Professional Engineer or Professional Technologist with the Engineering Council of South Africa, or as
- b. a professional project manager with an internationally recognised professional project management body. The following bodies shall be regarded as acceptable internationally recognised professional project management bodies:
 - The Project Management Institute
 - The International Project Management Association
 - The Association for Project Management
 - The Association of Construction Project Managers

Between the Project Leader and the Assistant Project Leader, only one of them needs to be readily available most of their time, depending on the project needs and as agreed with the Employer. The Project Leader shall however remain overall responsible.

Tenderers are to return a signed copy of this Addendum with the submission of their Tender (see Schedule 18 of Tender Document). Failure to return a signed copy of the Addendum may result in the Tender being declared Non-Responsive.

WRITTEN ACKNOWLEDGEMENT OF RECEIPT OF NOTICE 1 – Tender no. 119C/2014/15

Signature Date 12/11/14

Legal and full name of Tendering entity:



12 November 2014

TENDER NO. 119C/2014/15 PROVISION OF PROFESSIONAL PROJECT MANAGEMENT
SERVICES: INTEGRATED RAPID TRANSIT

MINUTES: CLARIFICATION MEETING HELD IN ROOM

WELCOME:

, welcomed all present.

DISCUSSION:

1. FvN highlighted the following items/clauses in the tender document:

- 1.1 **The General Tender Information**, stressing the importance to be on time and to place the tender in the correct tender box.
- 1.2 **Clause F.2.1.1.1** – the need for the Tenderer to be registered on the City's Vendor Database prior to the evaluation of the tender submissions.
- 1.3 **Clause F.2.1.1.3 – Key personnel**. Careful attention is required to ensure compliance – in particular, the use of the words "and" and "or" separating the various requirements. FvN emphasized
- 1.4 With reference to **F.2.1.1.3 page 5**, FvN referred to "Personnel to be available in a supporting capacity as required" and requested that said personnel be specialists in their own fields as they would be assisting the City in coordinating and managing the different work streams and the activities within work streams. In order to coordinate and manage effectively, the Tenderer will need support personnel who are familiar with the particular field that is being coordinated.
- 1.5 Under **F.2.1.1.6 "Track record of tenderer"** on page 6, the words "or Project" in the second line of the first paragraph must be deleted. It should read:

"In order to be considered for an appointment in terms of this tender, the tenderer must have successfully project managed in the past 8 years, at least one multi-year, state funded major project with infrastructure, technology systems and operational components, and of a complex nature with a project value in excess of R500 million per annum."
- 1.6 Attention was drawn to **F.3.8 "Test for responsiveness"** on page 11 and tenderers were requested to comply with all the requirements in their tender submission in order to not be considered non-responsive.



13 November 2014

NOTICE TO TENDERERS NO. 2

TENDER NUMBER: 119C/2014/15

**DESCRIPTION: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES: INTEGRATED
RAPID TRANSIT**

CLOSING DATE OF TENDER: 18 NOVEMBER 2014

Your attention is specifically draw to the following information / amendments which are made available in terms of Clause F.3.2 of the Standard Conditions of Tender and you will be deemed to have made any allowance necessary to provide for this information in your Tender Offer.

Page 15: Part T1.2 Tender Data: Clause F.4.3 Imbalance in tendered rates:

Add the following:

In particular, with reference to Item No. 2 of the Activity Schedule on page 73, the Employer will only be satisfied if all the rates, accounting for the full 72 months, are priced with reasonable rates. Zero rates or rates declining from Item Nos. 2.1.1 to 2.1.7 will not be acceptable.

Page 73: Part C2.2 Activity Schedule:

Replace page 73 with the attached page 73.

Tenderers are to return a signed copy of this Addendum with the submission of their Tender (see Schedule 18 of Tender Document). Failure to return a signed copy of the Addendum may result in the Tender being declared Non-Responsive.

WRITTEN ACKNOWLEDGEMENT OF RECEIPT OF NOTICE 2 – Tender no. 119C/2014/15

Signature .. Date 14/11/14

Legal and full name of Tendering entity:.....