

TENDER NO. 165C/2017/18CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

SCM - 515 | Approved by Branch Manager: 10/04/2017

Version: 2 | Page 1 of 118

CONTRACT DOCUMENT

FOR THE

**PROVISION OF PROFESSIONAL SERVICES FOR THE
DESIGN OF ASANDA VILLAGE WETLAND
PARKLAND: ERF 32680 and 29865**

(RETURNABLE DOCUMENT)

NOTE:

- The Form of Offer and Acceptance (C1.1) is on page 66 of this document.
- Table 1: Tender Preference Claim (B-BBEE contribution) is on page 62 of this document.

ISSUED BY:

**DIRECTOR: ENVIRONMENTAL
MANAGEMENT
CITY OF CAPE TOWN**
44 Wale Street
CAPE TOWN
8001

For official use.

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

1.

3.

November 2017

NAME OF TENDERING ENTITY	
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CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY (TDA): ENVIRONMENTAL MANAGEMENT

CONTRACT NO. 165C/2017/18

PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND PARKLAND:
ERF 32680 AND 29865

General Tender Information

TENDER ADVERTISED	: 24 November 2017
CLARIFICATION MEETING	: 10h30 on 19 January 2018 (Not compulsory but strongly recommended)
VENUE FOR CLARIFICATION MEETING	: 1 st Floor – Committee Room B, Strand Municipal Building, c/o Main Road and Fagan Street, Strand
CLOSING DATE	: 02 February 2018
CLOSING TIME	: 10h00
CLOSING VENUE	: Tender Box 155 at the Tender & Quotation Box Office, 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town
TENDER BOX	: The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.

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

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY (TDA); ENVIRONMENTAL MANAGEMENT

CONTRACT NO. 165C/2017/18

PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND PARKLAND:
ERF 32680 AND 29865

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Part T1: Tendering procedures

T1.1 Tender Notice and Invitation to Tender.....	Pages 2 - 3
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CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY (TDA): ENVIRONMENTAL MANAGEMENT

CONTRACT NO. 165C/2017/18

PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND PARKLAND:
ERF 32680 AND 29865

T1.1 Tender Notice and Invitation to Tender

The CITY OF CAPE TOWN, Director: Environmental Management, Transport and Urban Development Authority (TDA), invites tenders for Tender No. 165C/2017/18:

PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND PARKLAND:
ERF 32680 AND 29865

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

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

Preferences are offered to tenderers who tender in accordance with the Preferential Procurement Regulations, 2017.

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 24 November 2017.

A non-refundable tender fee of R250.00 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 Ms Tel No.
e-mail _____@capetown.gov.za.

A non-compulsory but strongly recommended clarification meeting with representatives of the Employer will be held on 19 January 2018 at 10:30 at the Strand Municipal Building, 1st Floor – Committee Room B, c/o Main Road and Fagan Street, Strand.

The closing time for receipt of tenders is 10h00 on 02 February 2018.

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.



Strand Municipal Building,
1st Floor - Committee Room B

CITY OF CAPE TOWN
TRANSPORT AND URBAN DEVELOPMENT AUTHORITY (TDA): ENVIRONMENTAL
MANAGEMENT
CONTRACT NO. 165C/2017/18
PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND
PARKLAND: ERF 32680 AND 29865

LOCALITY PLAN – SITE VISIT/CLARIFICATION MEETING VENUE

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY (TDA): ENVIRONMENTAL MANAGEMENT

CONTRACT NO. 165C/2017/18

PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND PARKLAND:
ERF 32680 AND 29865

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 In Government Gazette No. 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

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

Clause number	Tender Data
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F.1	General
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F.1.1	Actions
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F.1.1.1	<i>Add the following:</i>
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The Employer is the City of Cape Town, represented by the Director: Environmental Management: Transport and Urban Development Authority.

F.1.1.2	<i>Add the following clauses after the first paragraph:</i>
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The parties agree that this tender and its acceptance shall also be subject to the terms and conditions contained in the Employer's Supply Chain Management Policy ('SCM Policy').

Abuse of the supply chain management system is not permitted and may result in actions as set out in the SCM Policy.

F.1.2	Tender Documents
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Add the following:

The following documents form part of this tender:

VOLUME 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. _____, e-mail: cidb@cidb.org.za.

VOLUME 2: The relevant sections as described in the Scope of Services of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015 as gazetted in Government Gazette No. 39480, 4 December 2015.

and

The Code of Practice and Fees Protocol for the South African Council for the Landscape Architectural Profession (SACLAP), dated January 2011 as well as the Amended Landscape Architectural Work Stages – January 2011, published by the South African Council for the Landscape Architectural Profession (available on their website www.saclap.co.za).

- The City of Cape Town's Example CIDB document for Civil Contracts (SCM 509), latest version, obtainable on request from the Employer.

5. The Tender

Part T1: Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable Documents

T2.1 List of returnable documents

T2.2 Returnable schedules

The Contract

Part C1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Occupational Health and Safety Agreement

Part C2: Pricing data

C2.1 Pricing Assumptions

C2.2 Activity Schedule

Part C3: Scope of work

C3.1 Scope of Work

C3.2 Annexes

Part C4: Site information

C4.1 Site information

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

F.1.3

Interpretation

F.1.3.2

Delete the clause and replace with the following:

These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

F.1.4

Communication and employer's agent

Delete the first sentence of the clause and replace with the following:

Verbal or any other form of communication, from the Employer, its employees, agents or advisors 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, unless communicated by the Employer in writing to suppliers by its Director: Supply Chain Management or his nominee.

(The Employer's agent is:

Name:

Address: Environmental Management Department
PO Box 3
Strand, 7129

Tel:

E-mail:

F.1.5

Cancellation and Re-Invitation of Tenders

*Delete the fullstop at the end of F.1.5.1 c) and replace with , or
Add the following after F.1.5.1 c):*

d) there is a material irregularity in the tender process.

F.1.6.2

Competitive negotiation procedure

Add the following to F.1.6.2.1:

A competitive negotiation procedure will not be followed.

F.1.6.3

Proposal procedure using the two-stage system

Add the following between F.1.6.3 and F.1.6.3.1:

A two-stage system will not be followed.

Add the following after F.1.6.3.2.2

F.1.6.4

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

F.1.6.4.1 Disputes, objections, complaints and queries
In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005);

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

F.1.6.4.2 Appeals

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

F.1.6.4.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

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

F.1.6.4.4 All requests referring to sub clauses F.1.6.4.1 and F.1.6.4.2 must be submitted in writing to:
The City Manager - C/o the Manager: Statutory Compliance Unit, Legal Services Department, Corporate Services and Compliance Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via fax at:
Via email at:

F.1.6.4.5 All requests referring to clause F.1.6.4.2 3 regarding access to information or reasons must be submitted in writing to:
The City Manager - C/o the Manager: Statutory Compliance Unit, Legal Services Department, Corporate Services and Compliance Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via fax at:
Via email at:

F.1.7 City of Cape Town Supplier Database Registration

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

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration 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.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration

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

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

Delete the heading Eligibility and Replace with Responsiveness Criteria

F.2.1.1 *Delete the clause and replace with the following:*

Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared responsive.

Add the following after F.2.1.2:

F.2.1.3 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

F.2.1.4 Only those tenders that satisfy the following criteria will be declared responsive:

F.2.1.4.1 **Compliance with requirements of CCT SCM Policy and procedures**

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) Full name of entity submitting tender to be provided;
- b) Identification number or company or other registration number to be provided;
- c) Tax reference number to be provided;
- d) VAT registration number (if any) to be provided;
- e) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed);
- f) A copy of the partnership / joint venture / consortium agreement to be provided;
- g) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- h) A completed **Declaration – Conflict of Interest and Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practices that renders the tender non-responsive (applicable schedules to be completed);
- i) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;
- k) The tenderer's tax matters with SARS are in order;
- l) The tenderer is not an advisor or consultant contracted with the Employer;
- m) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee.

F.2.1.4.2 **Key personnel**

Only tenders submitted from service providers that have in its permanent employ, either a Registered Civil Engineer or a Registered Landscape Architect, will be considered for an appointment in terms of this tender. In order to be declared responsive, 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 the schedule titled **Schedule 11: Key Personnel**, Part T2.2: Returnable Schedules.

Unless otherwise indicated below different individuals must be identified for each of the key personnel listed below and on the schedule titled **Schedule 11: Key Personnel**.

Critical Key Personnel

a) A Professional Civil Engineer who must:

- (i) be registered as a Professional Engineer with the Engineering Council of South Africa (ECSA) and who will be the Project Leader, responsible as the Principal Consultant/Principal Agent for all work carried out in terms of this tender;
- (ii) have a minimum qualification of a BSc(Eng) or BTech degree in Civil Engineering;
- (iii) have at least ten (10) years verifiable post qualification experience in civil engineering
- (iv) have done the analysis, design and implementation of three (3) stormwater management systems or Sustainable Drainage Systems (SuDS) projects;

- b) An ECSA registered Professional Structural Engineer or Technologist
 - (i) with a minimum qualification of a BSc(Eng) or BTech degree in Structural Engineering
 - (ii) with at least 8 (eight) years post qualification experience.
- c) An ECSA registered Professional Electrical Engineer or Technologist
 - (i) with a minimum qualification of a BSc(Eng) or BTech degree in Electrical Engineering
 - (ii) with at least five (5) years verifiable post qualification
- d) A Professional Landscape Architect who must:
 - (i) have a minimum qualification of a B-degree or BTech;
 - (ii) be registered as a Professional Landscape Architect with the South African Council for the Landscape Architectural Profession (SACLAP);
 - (iii) have at least eight (8) years verifiable post graduate experience;
 - (iv) have developed landscape plans for at least one (1) urban park or Public Open Space upgrade project to be listed on CV.
- e) An Environmental Assessment Practitioner with a Masters Degree who has at least ten (10) years verifiable post qualification experience in environmental impact assessment and management for stormwater management related projects with a focus on sustainability.
- f) A Freshwater Ecologist
 - (i) who is registered as a Professional Natural Scientist with the South African Council for Natural Scientific Professions (SACNASP),
 - (ii) who has at least (5) five years demonstrable experience.
- g) A Public Participation Facilitator who has experience working with previously disadvantaged communities with at least 1 (one) project listed on CV.

Additional Key Personnel

The Service Provider will require the involvement of the following, *Inter alia*, additional key personnel as the exigencies of this contract require. The appointment of any of the below additional key personnel during this project will be subject to the relevant minimum requirements stated below and approval of the employer.

- h) An Environmental Control Officer
 - (i) with a minimum qualification of a National Diploma in Environmental Management.
 - (ii) with at least five (5) years' experience.
- i) A Health and Safety Agent registered with the South African Council for Project and Construction Management Professions (SACPCMP), to draft the health and safety specifications required for this tender and to act as the employer's Health and Safety Agent during construction.
- j) A Land Surveyor
 - (i) with a minimum qualification of a National Diploma in Land Surveying
 - (ii) with at least five (5) years' experience

Where required, the professional registration numbers of the key personnel must be indicated on the schedule titled **Schedule 11: Key Personnel**, Part T2.2: Returnable Schedules. The *curriculum vitae* of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to this Schedule.

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

F.2.1.4.3 Support resources

In order to be declared responsive, the tenderer must have access to, and familiarity with, relevant design and drawing software package inclusive of a competent stormwater analysis software package that is capable of modelling the various elements of the stormwater management system. Details of the software package that will be used must be indicated on the schedule titled **Support Resources**, Schedule 12, Part T2.2: Returnable Schedules.

The Landscape Architect must have access to, and familiarity with, relevant design software packages capable of producing detailed drawings and reading relevant engineering file types (e.g. CAD, Shape Files, GIS). Details of the software package that will be used must be indicated on the schedule titled **Support Resources**, Schedule 12, Part T2.2: Returnable Schedules.

F.2.1.4.4 Professional indemnity insurance

In order to be declared responsive, the tenderer must have the tenderer must hold valid Professional Indemnity (PI) insurance providing cover in an amount of not less than R5 000 000 in respect of each and every claim during the period of insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the Tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be submitted with the tender, appended to the schedule titled **Professional Indemnity Insurance**, Schedule 13, Part T2.2: Returnable Schedules.

F.2.1.4.5 Track record of tenderer

As the design of the works required in terms of this tender is considered to be of a complex nature, requiring considerable expertise, it is essential that suitable qualified and experienced personnel be assigned to this project. The tenderer must indicate on the schedule titled **Schedule of Work Experience of Tenderer**, Schedule 10, Part T2.2: Returnable Schedules.

The tenderer must include experience that is relevant to this particular project and similar successfully completed projects in the last eight (8) years. Stipulating the start and finish dates of the successfully completed projects.

Where the entity tendering is a joint venture this requirement will apply to the partner that will undertake the Civil Engineering works.

F.2.7 Clarification meeting

Add the following after the second sentence:

The arrangements for the site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable).

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

F.2.8 Seek Clarification

Add the following after the first sentence:

The tenderer warrants that it has:

- a) Inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the Employer to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the Employer's SCM Policy.

The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the tenderer arising from any alleged ambiguity or uncertainty contained in the tender document.

F.2.12 Alternative tender offers

F.2.12.1 *Add the following to F.2.12.1 at the end of the first sentence:*

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a separate set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope on a separate Form of Offer, both clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

While it is not necessary to duplicate all parts of the main tender offer, the alternative tender offer shall be supported by the following documents as applicable:

- a) the schedule that compares the alternative(s) offered with the requirements of the issued tender documents
- b) preliminary designs, calculations, drawings and all other pertinent technical information and characteristics must be submitted with the alternative tender offer, in order to enable the Employer to evaluate the efficacy of the alternatives proposed

- c) revised Bills of Quantities, or parts thereof, highlighting the changes made, together with a revised Summary, the total of which has been carried to the Form of Offer
- d) details of any proposed amendments to the Pricing Assumptions

F.2.12.3

Add the following to F.2.12.1 at the end of the first sentence:

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender -offer is higher than the ranking of the next ranked acceptable main tender offer.

The Employer's costs in confirming the acceptability of the alternative offer will be, *inter alia*, taken into account in considering the alternative offer.

The Employer will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the Contractor shall accept full responsibility that the alternative offer complies in all respects with the Employer's standards and requirements.

F.2.13

Submitting a tender offer

Add the following to F.2.13.1 at the end of the first sentence:

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.2.13.3 at the end of the first sentence:

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 to F.2.13.5 at the end of the first sentence:

F.2.13.5

The tender submission details are all described on the General Tender Information page.

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.2.13.11

The Employer shall not formally issue tender documents in electronic format 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 Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2.
- d) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
- e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. 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.
- f) 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.
- g) 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.2.15

Closing time

Add the following to F.2.15.1 after the first sentence:

- F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- F.2.16 **Tender offer validity**
Add the following to F.2.16.1 after the first sentence:
- F.2.16.1 The tender offer validity period is **12 weeks (84 days)**.
Delete the clause and replace with the following:
- F.2.16.2 Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer.
- Any further conditions introduced by the tenderer will be considered at the sole discretion of the Employer.
- F.2.17 **Clarification of tender offer after submission**
Add the following to F.2.17 at the end of the third sentence:
A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.
- F.2.18 **Provide other material**
Delete the following word in F.2.18.1:
notarized
- F.2.18.1 Add the following to F.2.18.1 at the end of the first paragraph:
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 signed by the tenderer 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.2.18.3 Add the following after F.2.18.2:
Tenderers shall fully cooperate with the Employer's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.
- Failure to fully cooperate could result in a tender being declared as non-responsive.
- F.2.18.4 **Compliance with Occupational Health and Safety Act, 85 of 1993**
Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.
- In this regard the Tenderer shall submit with his tender or upon request, appended to the schedule titled **Health and Safety Plan** in T2.2: Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work.
- F.2.23 **Certificates**
Add the following after the first sentence:
The tenderer is required to submit the following:

F.2.23.1 Evidence of tax compliance

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

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

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

F.2.23.2

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

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

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

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

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

Add the follow new clause after F.2.23.2

F.2.24

Proposed Deviations and Qualifications

Where the tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the schedule titled **Proposed Deviations and Qualifications by Tenderer** in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accept that the Employer will examine such deviations in terms of clause F.3.8.2 and shall not be bound to accept any such deviations or qualifications.

It must be clearly stated by the tenderer whether the sum tendered in the Tender Offer includes for all such deviations or qualifications listed or referred to in the schedule titled **Proposed Deviations and Qualifications by Tenderer** or not.

F.3 The Employer's undertakings

F.3.2 Issue Addenda

Delete the words "three days" from the first sentence and replace with:

"five working days where possible"

Add the following to F.3.2 at the end of the paragraph:

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.3.4.2 at the end of the paragraph:

The location for opening of the tender offers is the Tender Submission Office at the address as stated on the General Tender Information page.

F.3.8 Test for responsiveness

F.3.8.2 Delete par F.3.8.2 (c)

Replace the final sentence of F.3.8.2 with the following:

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

Add the following after clause F.3.8.2

F.3.8.3 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.3.9 Arithmetical errors, omissions and discrepancies

Add the following after clause F.3.9.2

F.3.9.3 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 in accordance with this clause.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.

F.3.10 Clarification of a tender offer

Delete the clause and replace with the following:

F3.10 The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

Add the following paragraph below the heading:

The preference point system applicable to this tender is either the 80/20 preference point system and the lowest acceptable tender will be used to determine the applicable preference point system.

F.3.11.3(3) Add the following after par F.3.11.3(3):

In addition, the following deemed B-BBEE Status Level of Contributor can be attained and such tenderers must be awarded the appropriate number of points:

In respect of Exempted Micro Enterprises (EMEs):

Black Ownership of EME	Deemed B-BBEE Status Level of Contributor
less than 51%	4
at least 51% but less than 100%	2
100%	1

or, in respect of Qualifying Small Enterprises (QSEs):

Black Ownership of QSE	Deemed B-BBEE Status Level of Contributor
at least 51% but less than 100%	2
100%	1

F.3.11.3(4) *Delete the heading and replace with the following:*
The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

F.3.11.3(4)(a)(i) *Delete the first sentence of par F.3.11.3(4)(a)(i) and replace with the following:*

(4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price tender) with a rand value equal to, or above R 30'000 and up to Rand value of R50'000'000 (all applicable taxes included):

Delete the text under the formula and replace with the following:
Where

P_s = Points scored for price of tender or offer under consideration;

P_t = Price of tender or offer under consideration; and

P_{min} = Price of lowest acceptable tender or offer.

F.3.11.3(4)(a) Amend the number of points for status level 3 as follows:

B-BBEE status level of contributor	Number of points
3	14

F.3.11.3(5) *Delete the heading and replace with the following:*
The 90/10 preference point system for acquisition of services, works or goods with a Rand value above R50 million

F.3.11.3(5)(a)(i) *Delete the first sentence of par F.3.11.3(5)(a)(i) and replace with the following:*

(5) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price tender) with a rand value above R50'000'000 (all applicable taxes included):

Delete the text under the formula and replace with the following:
Where

P_s = Points scored for price of tender or offer under consideration;

P_t = Price of tender or offer under consideration; and

P_{min} = Price of lowest acceptable tender or offer.

F.3.11.3(5)(a) Amend the number of points for status level 3 as follows:

B-BBEE status level of contributor	Number of points
3	6

F.3.11.7 Delete the text in the final row of the table and replace with the following:

- | | |
|---|--|
| a | <p>P_m is the offer of the most favourable offer.</p> <p>P is the offer of the tender offer under consideration.</p> |
|---|--|

F.3.11.7 **Scoring Financial Offers**

Add the following:

The financial offer will be scored using **Formula 2 (Option 1)**.

F.3.11.8 **Scoring Preferences**

Add the following:

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

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

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

F.3.11.10 **Risk Analysis**

Notwithstanding compliance the requirements of the tender, the employer will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices

The conclusions drawn from this risk analysis will be used by the Employer in determining the acceptability of the tender offer in terms of F.3.13 b).

F.3.13 **Acceptance of tender offer**

Delete F.3.13 and replace with the following:

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

Delete F.3.13 a) and replace with the following):

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

F.3.16 **Notice to unsuccessful tenderers**

Replace the heading above with:

Notice to successful and unsuccessful tenderers

F.3.16.1 Delete the clause and replace with the following:

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.

F.3.17 **Provide copies of the contract**

Add the following after the first sentence:

The number of paper copies of the signed contract to be provided by the Employer is one.

F.3.19 Add the following after F.3.19

F.3.20 **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 City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer

for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

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

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

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 fulfil 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 price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- 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;
- 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) **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. Communications 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 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

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

F.2.2.1 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.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

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.

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 as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

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 will 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 and policies

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 that tender documents are available until three 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, number of points claimed for its BBEE status level 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 functionality 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 functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

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 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.3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) 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.
- c) 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.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

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: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.

- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price tender) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

$P_{\min}$ = Comparative price of lowest acceptable tender or offer.

- (4) (a)(ii) An employer of state may apply the formula in paragraph (i) for price tenders with a value less than R30 000, if and when appropriate:

- (4) (b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

- (4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

- (4) (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B- BBEE status level of contributor in accordance with the table below;

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

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

$$NFO = W_1 \times A$$

where: NFO is the number of tender evaluation points awarded for price.

W_1 is the maximum possible number of tender evaluation points awarded for price 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 functionality

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

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

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

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 risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- 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,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, 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,
- complies with the legal requirements, if any, stated in the tender data, and
- 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:

- 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.

F.3.19 Transparency in the procurement process

F.3.19.1 The cldb prescripts require that tenders must be advertised and be registered on the cldb i.Tender system.

F.3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F.3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F.3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

Part T2: Returnable Documents

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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 that will be incorporated into the Contract

	Pages
1: COMPULSORY ENTERPRISE QUESTIONNAIRE	34
2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	35 – 36
3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	37
4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	38
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6: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO CCT	41
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8: CONFIRMATION OF CCT SUPPLIER DATABASE REGISTRATION	43
9: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE	44
10: SCHEDULE OF WORK EXPERIENCE OF TENDERER	45
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12: SUPPORT RESOURCES	48
13: PROFESSIONAL INDEMNITY INSURANCE	49
14: FUNCTIONALITY CRITERIA (Not used)	50
15: PROPOSED WORK PLAN (Not used)	51
16: CONFIRMATION OF TENDERER REGISTRATION / ACCREDITATION	52
17: OTHER CRITERIA (Not used)	53
18: PERSONNEL SCHEDULE (FOR ADDITIONAL PERSONNEL)	54
19: SCHEDULE OF SUBCONTRACTORS	55
20: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER	56
21: RECORD OF ADDENDA TO TENDER DOCUMENTS	57
22: PRICE BASIS FOR IMPORTED PLANT AND MATERIALS	58
23: PREFERENCE SCHEDULE (where preferences are granted in respect of B-BBEE contribution)	59 – 62
24: SCHEDULE OF PRE-QUALIFICATION CRITERIA FOR SUB-CONTRACTORS	63
25: INFORMATION TO BE PROVIDED WITH THE TENDER (Not used)	64

2. Other documents required for tender evaluation purposes

- a) Curriculum Vitae of Staff as applicable - append to Schedule 11.
- b) Documentary evidence/proof of Professional Indemnity Insurance - append to Schedule 13.
- c) Any other documentary evidence/proof as required - append to Schedule 12.

3. C1.1 The offer portion of the C1.1 Form of Offer and Acceptance

4. C1.2 Contract Data (Part 2)

5. C2.2 Activity Schedule

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T2.2 Returnable Schedules

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SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 2a: National Treasury Central Supplier Database registration number :'

Section 2b: SARS Tax Compliance Status PIN :

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

Section 4: Particulars of sole proprietors and partners in partnerships

N/A

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number N/A

Tax reference number

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

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

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SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for **CONTRACT NO. 165C/2017/18: PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND PARKLAND: ERF 32680 AND 29865**

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

30 January 2018
Date

.....
Name

Director
Position

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SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

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

Note :

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

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SCHEDULE 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

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.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:
 - a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
2.1	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 ☒
21.1	If so, furnish particulars: N/A		
2.2	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 ☒
2.2.1	If so, furnish particulars: N/A		
2.3	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 ☒
2.3.1	If so, furnish particulars: N/A		
2.4	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 ☒
2.4.1	If so, furnish particulars: N/A		
2.5	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 ☒
2.5.1	If so, furnish particulars: N/A		

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

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

Signature _____
Director
Position _____

30 January 2018
Date _____
Name of Tenderer/Contractor _____

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SCHEDULE 5: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder?): Director
 - 3.4 Company or Close Corporation Registration Number: ...
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? YES ☒ NO ☐
 - 3.8.1 If yes, furnish particulars.
..... NIA
 - 3.9 Have you been in the service of the state for the past twelve months? YES ☒ NO ☐
 - 3.9.1 If yes, furnish particulars
.....
..... NIA
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES ☒ NO ☐
 - 3.10.1 If yes, furnish particulars.
.....
..... NIA
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other supplier and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES ☒ NO ☐
 - 3.11.1 If yes, furnish particulars
.....
..... NIA
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES ☒ NO ☐
 - 3.12.1 If yes, furnish particulars..... NIA

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / **NO**

3.13.1 If yes, furnish particulars.

N/A

13.4 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? YES / **NO**

3.14.1 If yes, furnish particulars:

N/A

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number
		N/A
		N/A

The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it

Signature

Date

30 January 2018

Name (PRINT)

(For and on behalf of the tenderer, duly authorised)

'MSCM Regulations: "in the service of the state" means to be -

(a) a member of -

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) an executive member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

CITY OF CAPE TOWN

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SCHEDULE 6: 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)

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 CCT, 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 CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the abuse of the Supply Chain Management Policy.

Physical Business address of the Tenderer	Municipal Account number(s)
See lease agreement attached	

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

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

Signature
Print name

On behalf of the tenderer (duly authorised)

30 January 2018

Date

CITY OF CAPE TOWN

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SCHEDULE 7: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION

Declaration in respect of labour legislation

The tenderer, by signing this schedule, declares that it will comply with all labour legislation, as may be applicable.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 8: CONFIRMATION OF CITY OF CAPE TOWN SUPPLIER DATABASE REGISTRATION

CITY OF CAPE TOWN SUPPLIER DATABASE REGISTRATION		
COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE
	YES	

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 9: 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
SEE ATTACHED				

SIGNED ON BEHALF OF TENDERER:....

CITY OF CAPE TOWN

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SCHEDULE 10: SCHEDULE OF WORK EXPERIENCE OF TENDERER

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall indicate on the schedule below 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 those projects which have involved; Urban Parks or Public Open Space Upgrades, Stormwater Management Projects and Pedestrian Bridge Projects.

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).

TRACK RECORD			
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DATES COMMENCED AND COMPLETED (if applicable)
SEE ATTACHED			

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 11: KEY PERSONNEL

The tenderer is referred to the appropriate clause(s) 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. As per clause F.2.1.4.2 of the Tender Data, where a sub-consultant is proposed the sub-consultant agreement must be appended to this schedule.

PROFESSIONAL CIVIL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Professional Civil Engineer	BSc Civil Engineering		42 years
STRUCTURAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Professional Structural Engineer	BSc Civil Engineering		43 years
ELECTRICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Professional Electrical Engineer	BSc Electrical Engineering		35 years
LANDSCAPE ARCHITECT				
NAME	JOB TITLE	QUALIFICATIONS	SACLAP REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Professional Landscape Architect	Master's in Landscape Architecture		8 years
ENVIRONMENTAL ASSESSMENT PRACTITIONER				
NAME	JOB TITLE	QUALIFICATIONS	N/A	NO. OF YEARS SPECIFIED EXPERIENCE
	Professional Environmental Practitioner	Master of Philosophy in Environmental Management		20 years

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SCHEDULE 12: SUPPORT RESOURCES

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

STORMWATER ANALYSIS AND RELEVANT DESIGN SOFTWARE PACKAGE/S AVAILABLE FOR USE		
NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/ LICENCED OR OTHER
	SEE ATTACHED	

SIGNED ON BEHALF OF TENDERER:.....

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY (TDA): ENVIRONMENTAL MANAGEMENT

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The tenderer is referred to the appropriate clause(s) 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.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 14: FUNCTIONALITY CRITERIA

Not applicable to this tender.

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SCHEDULE 15: PROPOSED WORK PLAN

Not applicable to this tender.

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SCHEDULE 16: CONFIRMATION OF REGISTRATION / ACCREDITATION

Not applicable to this tender.

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SCHEDULE 17: OTHER CRITERIA

Not applicable to this tender.

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SCHEDULE 18: PERSONNEL SCHEDULE (FOR ADDITIONAL PERSONNEL)

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

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT (Weeks)
		SEE ATTACHED		

SIGNED ON BEHALF OF TENDERER:

ORGANISATION AND STAFFING FOR CIVIL ENGINEERING SERVICES

NAME	QUALIFICATIONS	YEARS	JOB TITLE	ROLES AND RESPONSIBILITY	CAPACITY
FULL TIME PERMANENT	BSc Civil Engineer	41	Project Leader	- specialises in the project management and design of a broad spectrum of Civil Engineering Services and Roads Infrastructure projects. - His duties includes for the - Planning - Organising - Leading and - Controlling of all aspects of the project. - He co-ordinates and approve all decision relating to the project	Available for the full duration of the project
	Professional Engineer				
	Professional Construction Manager				
	NQF level 7				
FULL TIME PERMANENT	- ND Civil Engineering - BTech Bus Admin - Mtech Bus Admin – pending - NQF Level 5	21	Design Engineer Resident Engineer (RE) Project Manager	- will assist with the design of Civil Engineering Services and Tender Documentation also specializes in on Construction Management of construction projects. - She will be responsible for Quality Management of construction works and trouble shooting. - Her field of expertise includes Contract Administration and Management of sites - Manage financial objectives by forecasting requirements and reviewing cash flow for both the Project Engineer and Client body; - Chair Site meetings - Liaison with Stakeholders - Mentor Contractors - Monitoring expenditures and budgets; - Compiling and controlling variation orders for any additional works to the contract; - Initiating corrective actions; - Analyzing and adjudicating claims. - Issuing of site correspondence and site instructions	Available for the full duration of the project

NAME	QUALIFICATIONS	YEARS	JOB TITLE	ROLES AND RESPONSIBILITY	CAPACITY
FULL TIME PERMANENT	T3 Land Surveying NQF Level 7	20	Design Engineer	- responsibilities include conducting Topographical Surveys; - Collating and generation of survey information, - Investigation of existing services; - Preparation of design and working drawings. - He manages projects from inception to completion under the supervision of - He is the assigned civil engineering department manager and supervises and co-ordinate the Civil Engineering drawing office. - He is responsible for the organisational planning of the project to achieve the required objectives. - is also responsible for the generation of measurement sheets and assist with quantities for the BOQ - is responsible for the running of the - Geometric design with aid of Roadmate - Sewer and Stormwater design with the aid of Pipemate - Stormwater analysis with the aid of PCSWMM - Bulk earthworks with the aid of surfmate	Available for the full duration of the project
FULL TIME PERMANENT	ND Civil Engineering	21	Documentation Specialist Assistant Resident Engineer	- specialises in the field of collating of project specification and generation of Bill of Quantities for tender documents - also specialises in on-site supervision of structural, civil engineering services and road infrastructure projects	Available for the full duration of the project
FULL TIME PERMANENT	NQF 6 – Quality Manager	6	Quality Assurance Representative	- Implementation of ISO systems for project - Maintaining Office quality Standards - Internal auditing on and off site	Available for the full duration of the project
	(CAP –OM) Certified Administrative Professional	20	Project Administrator	- specialises in project administration. - Her duties includes - Composing of minutes;	Available for the full duration of the project

NAME	QUALIFICATIONS	YEARS	JOB TITLE	ROLES AND RESPONSIBILITY	CAPACITY
FULL TIME PERMANENT	• Certificate in Organisational Management • Diploma in Microsoft Office • Certificate ISO Quality Management			➤ General correspondence; ➤ Project documentation; ➤ Record keeping; ➤ Composing of professional fee accounts to the client; ➤ Internal quality auditor for Civil Engineering projects	
FULL TIME PERMANENT	• Bsc Sci – Media Writing, Film	6	Assistant Administrator	• Do wayleave applications • Reports writing, editing, compiling • Procurement of As-built information • Minute transcription • Filing • Records keeping • Personal Assistant to Project Administrator	Available for the full duration of the project
FULL TIME PERMANENT	• ND Civil Engineering • BTech – Transportation • Certificate ISO Quality Management • Certificate Construction Management	8	Design Engineer Junior Project Manager	• assist with the design, detailing and draughting of stormwater, sewer, water networks, roads and transportation • Assist with the design and preparation of working drawings including erf layout drawings. • He also assists with investigation of existing services and wayleave applications. • Assist with the Measurements, Project Specification and Bills of Quantities of projects.	Available for the full duration of the project
FULL TIME PERMANENT	• ND Civil Engineering • BSc Civil – 4th year	8	Design Engineer Junior Project Manager	• ; assist with the design, detailing and draughting of stormwater, sewer, water networks, roads and transportation • Assist with the design of Civil Infrastructure and preparation of preliminary, tender and construction drawings. • He also assists with investigation of existing services and wayleave applications. • Assist with the measurements, Project Specification and Bill of Quantities of the project.	Available for the full duration of the project

NAME	QUALIFICATIONS	YEARS	JOB TITLE	ROLES AND RESPONSIBILITY	CAPACITY
FULL TIME PERMANENT	• Matric and Auto Cad Course	12	Auto Cad Operator Senior Draughtsperson	• is a draughtsperson specialising in the production of Auto CAD drawings depicting Civil Engineering Services. • Create and revise production drawings • Assist with the design, detailing & draughting of stormwater, water networks, roads and transport. • Produce preliminary, tender, construction and as-built drawings.	Available for the full duration of the project
	• ND Civil Engineering • Btech Urban Engineering	4	Design Assistant	• Produce Auto Cad Drawings, • Collation of existing services information • Assist with topographical survey • Assist with the design, detailing and draughting of stormwater, sewer, water networks, roads and transportation • Design, draughting and detailing of stormwater bridge culverts • Assist in measurement and compiling of Bills of Quantities, • Assist with the preparation of working drawings	Available for the full duration of the project
	• Matric and Auto Cad Course	3	Design Assistant	• Produce Auto Cad Drawings, • Collation of existing services information • Assist with topographical survey • Responsible plotting and reproduction of drawings • Responsible for issuing of drawing transmittals	Available for the full duration of the project

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SCHEDULE 19: SCHEDULE OF SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work (excluding work covered by provisional sums and contingencies) in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed sub-contractors. Should any of the sub-contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate the contract, and the tendered unit rates for the various items making up the work activities shall remain final and binding.

SUB-CONTRACTORS		
Sub-contractor's name	Work activities to be undertaken by the Sub-contractor	Estimated value of work (Rand)
	PUBLIC PARTICIPATION	
	CIVILS, PROJECT MANAGER	R 1 385 000-00 LEVEL 2
	STRUCTURAL	R 200 000-00 LEVEL 1
	ELECTRICAL & MECHANICAL	R 200 000-00 LEVEL 1
	HEALTH & SAFETY	R 84 000-00
	LAND SURVEYING	R 20 000-00
	ENVIRONMENTAL CONTROL OFFICER	R 162 000-00
	FRESHWATER ECOLOGIST	R 120 000-00
	ENVIRONMENTAL PRACTITIONER	R 150 000-00 LEVEL 1

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

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 20: PROPOSED DEVIATIONS 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
		NONE

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 21: 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.		None received
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 22 : PRICE BASIS FOR IMPORTED PLANT AND MATERIALS

Not applicable to this tender.

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SCHEDULE 23: PREFERENCE SCHEDULE

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

1 Definitions

The following definitions shall apply to this schedule:

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

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

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

B-BBEE status level of contributor: The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

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

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

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

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

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

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

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

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

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

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

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

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

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

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

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

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

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of quotation offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBBEE level of contribution in accordance with the Codes of Good Practice, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office. 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel
- 6) accept that, further to 5) 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, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;
- 8) accept that suppliers are required to be registered on the City of Cape Town's Supplier Database prior to the acceptance of tenders in order to qualify for preference points. The CCT will verify the B-BBEE

level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;

- 9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

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

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

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

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

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

where:

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

P* = Value of the contract

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

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

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

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 quotation evaluation

P* = Value of the contract

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

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

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

Table 1: Level of Contribution

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

- 1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

☐

Note:

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

- 2) The undersigned, who warrants that he/she is duly authorized to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:

- (i) the information furnished is true and correct;
- (ii) the preference claimed is in accordance with the conditions of this schedule;
- (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBBEE level of contributor as at the closing date is correct; and
- iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

Signature

30 January 2018
Date

Name (PRINT)

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

For official use.

SIGNATURE OF CITY OFFICIALS AT
QUOTATION OPENING

1.

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY (TDA): ENVIRONMENTAL MANAGEMENT

CONTRACT NO. 165C/2017/18

PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND PARKLAND:
ERF 32680 AND 29865

SCHEDULE 24: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS

Not applicable to this tender.

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY (TDA): ENVIRONMENTAL MANAGEMENT

CONTRACT NO. 165C/2017/18

PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND PARKLAND:
ERF 32680 AND 29865

SCHEDULE 25: INFORMATION TO BE PROVIDED WITH THE TENDER

Not applicable to this tender.

SIGNED ON BEHALF OF TENDERER:

Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance	66 – 70
C1.2 Contract Data	71 – 78
C1.3 Occupational Health and Safety Agreement	79
C1.4 Insurance Broker's Warranty	80

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY (TDA): ENVIRONMENTAL MANAGEMENT

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PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND PARKLAND:
ERF 32680 AND 29865

C1.1 Form of Offer and Acceptance

Offer

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

CONTRACT NO. 165C/2017/18: PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND PARKLAND: ERF 32680 AND 29865

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 FOUR MILLION AND FOURTY SIX THOUSAND NINETY THREE
RAND AND SEVENTY CENTS (in words);
R 4 046 093 - 70
18 (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 DIRECTOR

for the tenderer

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

Date 30 JANUARY 2018

For official use.

INITIALS OF CITY OFFICIALS AT TENDER
OPENING

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 fulfil 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). The tenderer (now contractor) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the 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

07/05/19

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

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 DIRECTOR

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

Date 14 MAY 2019

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization) CITY OF CAPE TOWN
44 Wale Street
Cape Town

Name and
signature
of witness

Date 07/05/19

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.....14.....(day)
of.....MAY.....(month)
20.....19.....(year)
at CAPE TOWN CIVIL ENGINEERING (office)

For the Service Provider:

Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature

Name

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY (TDA): ENVIRONMENTAL MANAGEMENT

CONTRACT NO. 165C/2017/18

PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND PARKLAND:
ERF 32680 AND 29865

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 **Period of Performance**:*

The period(s) of performance for this service is as follows:

Studies, Investigations and Assessments: 2 Months after Start Date
Stage 1: 3 Months after Start Date

Contract
Part C1: Agreements and Contract Data
Reference No. 165C/2017/18

Stage 2:	5 Months after Start Date
Stage 3:	11 Months after Start Date
Stage 4:	21 Months after Start Date
Stage 5:	41 Months after Start Date
Stage 6:	53 Months after Start Date

Add the following to the definition of Project:

The project is the PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND PARKLAND: ERF 32680 AND 29865

Add the following to the definition of Service Provider:

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

Add the following to the definition of Start Date:

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

Clause 3.2

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

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is the Director: ENVIRONMENTAL MANAGEMENT, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY.

The address for receipt of communications is:

Telephone: (

Facsimile: (

E-mail: @capetown.gov.za

Postal Address: 44 Wale Street
CAPE TOWN
8000

Physical Address: 8th Floor
44 Wale Street
CAPE TOWN
8001

Clause 3.4.1:

Add the following to the first sentence:

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

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

Clause 3.5:

Add the following:

The location for the performance of the Project will be the LOCAL OFFICE of the service provider, together with the site of the proposed Asanda Village Wetland Parkland situated within the City of Cape Town Municipal area. Key personnel will be expected to work out of the local office as the exigencies of this contract require. The address of the local office will be that as 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

Clause 3.9.2:

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

Clause 3.9.3:

Add the following:

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

Clause 3.12.1

Add the following:

The penalty amount per day is as follows:

(Stage of Service sub-total amount / Period of Performance in days) x No. of days overdue due to negligence

The maximum penalty amount is as follows:

Stage of Service sub-total amount x 0.3

Clause 3.15.1:

Add the following:

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

Clause 3.16.2:

Replace the words "in which the start date falls" with "prior to the closing date of the tender".

Add the following:

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

Clause 3.17: Price adjustment due to content imported from outside South Africa

Add the following clause after clause 3.16

3.17.1 General

3.17.1.1 Price adjustment of any resources imported from outside the Republic of South Africa will be permitted **only** in respect of the following variables:

- (a) Variations in Rates of Exchange as detailed in Clause 3.17.2,
- (b) Variations in Customs Surcharge and Customs Duty as detailed in Clause 3.17.3, and
- (c) Labour and material cost variations in the relevant industries of the countries from which the resources are imported as detailed in Clause 3.17.5.

3.17.1.2 The value of any resources imported from outside South Africa inserted in the schedule titled **Price Basis for Imported Plant and Materials** and subject to Clause 3.17.2 shall be deducted from the total values to be adjusted by the Contract Price Adjustment Factor. Any resources not inserted in the schedule titled **Price Basis for Imported Plant and Materials** shall be deemed not to be imported into South Africa for the purposes of Contract Price Adjustment.

3.17.2 Variations in Rates of Exchange

3.17.2.1 Adjustment for variations in rates of exchange shall be based on the following:

- (a) The Tenderer shall have completed the schedule titled **Price Basis for Imported Plant and Materials** for all imported resources intended to be subject to variations in rates of exchange, subject to the following:
 - i. the value in foreign currency inserted in column (A) shall be subject to Clause 3.17.2 (e) when recalculating the Rand value,
 - ii. the rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, ABSA, on the Base Date, rounded to the second decimal place, subject to sub-paragraph iii. below,
 - iii. if the rate of exchange inserted by the Tenderer differs from the ABSA rate referred to above, then the ABSA rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Pricing Schedule for the relevant items, and
 - iv. if a quotation from a supplier or sub-contractor provides for variations in rates of exchange, the Service Provider may only claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (b) below.
- (b) The Service Provider (or supplier or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported resources inserted by the Tenderer in the schedule titled **Price Basis for Imported Plant and Materials**.

- (c) When the Service Provider (or supplier or sub-contractor) so obtains forward cover, the Service Provider shall immediately notify the Employer of the rate obtained and furnish the Employer with a copy of the foreign exchange contract note.
- (d) Based on the evidence provided in sub-paragraph (c) above, the value in Rand inserted in column (C) of the schedule titled **Price Basis for Imported Plant and Materials** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in Clause 3.17.5 shall be adjusted accordingly, subject to sub-paragraph (e) below.
- (e) The adjustments shall be calculated upon the value in foreign currency in the Service Provider's (or supplier's or sub-contractor's) forward cover contract, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled **Price Basis for Imported Plant and Materials**, then the value in column (A) shall be used.

3.17.3 Variations in Customs Surcharge and Customs Duty

- (a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in the schedule titled **Price Basis for Imported Plant and Materials** and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- (b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Service Provider shall advise the Employer of any changes which occur.

3.17.4 Value of Imported resources at Base Date

- 3.17.4.1 The Rand value of imported resources inserted in the schedule titled **Price Basis for Imported Plant and Materials** (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by Council's main banker, ABSA, on the Base Date rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

3.17.5 Variation in labour and material costs of imported resources

- 3.17.5.1 If the prices for imported resources are not fixed, the Service Provider shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

- 3.17.5.2 Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

Clause 4.7:

Add the following:

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

Clause 5.4.1:

Add the following:

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

- a) Professional Indemnity (PI) insurance providing cover in an amount of not less than R5 000 000 in respect of each and every claim during the period of insurance. Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.
- b) Public Liability insurance with a limit of indemnity of not less than R20 000 000 for any single claim, the number of claims to be unlimited during the contract period.
- c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

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

Clause 5.4.2

Add the following:

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

Add the following clause after Clause 5.4.2:

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

Clause 5.5:

Add the following:

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

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

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):

Contract

Part C1: Agreements and Contract Data

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- 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, and the patent rights or ownership in any plant, machine, item, system or process designed or devised, shall be vested with the Employer.

Clause 11.1:

Add the following:

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

Clause 12.1.2:

Add the following:

Interim settlement of disputes is to be by mediation.

Clause 12.2.1:

Add the following:

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

Clause 12.2.4:

Add the following:

Final settlement is by litigation.

Clause 13.1:

Add the following clause after Clause 13.1.3:

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

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

Clause 13.4:

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

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

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

Clause 13.7.3:

Add the following clause after Clause 13.7.2:

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

Clause 14.5:

Add the following new clause after Clauses 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 14.6: More frequent payments

The Service Provider may submit a fully motivated application regarding more frequent payment to the Employer's Project Manager to be submitted to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

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:

Email:.....

The authorised and designated representative of the Service Provider is:

Name:

The address for receipt of communication is:

Address:
.....

Telephone:

Facsimile:

Email:.....

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY (TDA): ENVIRONMENTAL MANAGEMENT

CONTRACT NO. 165C/2017/18

PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND PARKLAND:
ERF 32680 AND 29865

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.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at CAPE TOWN on the 14 day of MAY 2019

Witness

Signed at Cape Town on the 14 day of MAY 2019

Mandatar/

for and on behalf of
City of Cape Town

Witness

CITY OF CAPE TOWN

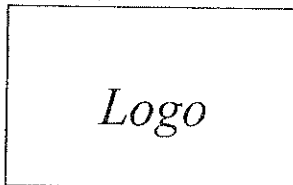
TRANSPORT AND URBAN DEVELOPMENT AUTHORITY (TDA): ENVIRONMENTAL MANAGEMENT

CONTRACT NO. 165C/2017/18

PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND PARKLAND:
ERF 32680 AND 29865

C1.4 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

CONTRACT NO.: 165C/2017/18

CONTRACT TITLE: PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA
VILLAGE WETLAND PARKLAND: ERF 32680 AND 29865

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions.....	82 – 84
C2.2 Activity Schedule.....	85 – 89

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY (TDA): ENVIRONMENTAL MANAGEMENT

CONTRACT NO. 165C/2017/18

PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND PARKLAND:
ERF 32680 AND 29865

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. 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.

3. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. If a nil rate (i.e. "nil" or "0.00") is entered against an item, it will be considered that there is no charge for that particular item. An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.

4. 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.

5. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.

6. Tenderers will note that the prices for some items are developed from a tendered fee expressed as a percentage of an estimated contract value (construction cost), or part thereof, which for tendering purposes, are given. Tenderers are required to insert their tendered percentage fee in the space provided. Where prices have been developed from a tendered fee, the final amount due to the Service Provider will be adjusted according to final construction contract values based on the percentage fee tendered.

Only one (flat rate) percentage fee per item may be tendered. A percentage fee tendered on a sliding scale will make the tender non-responsive.

7. Where the estimated construction value is broken up into component parts for the purposes of determining fees in respect of different disciplines, the "make-up" of each component is described in the Scope of Work.

8. The following table shall be used for proportioning the tendered basic fee for normal services, for each discipline, over the various stages of the services:

Stage of Services	Percentage points for each stage
1. Inception	5
2. Concept and Viability	25
3. Design Development	25
4. Documentation and Procurement	15
5. Contract Administration and Inspection	25
6. Close-Out	5

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

9. Tendered time-based fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. All other rates, sums, percentage fees or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract. This is due to the fact that the fee for normal services rendered is typically developed from a construction contract value which will be subject to escalation/contract price adjustment, and the Service Provider will benefit from adjustments in this regard. In developing any other rates, (excluding time based), tenderers must make allowance for annual increases.
10. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Activity Schedule. In respect of engineering and landscape architectural services, this provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The provision for architectural services is in respect of specific services as described in the Scope of Work. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.
11. The categories of persons (A, B, C, D) in respect of time-based fee rates for professional services shall be as defined in the relevant guideline scope(s) of services (as referenced in the Specifications).
12. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
13. Where a provisional sum has been provided in respect of additional construction monitoring services, the service provider shall, when called upon to do so by the Employer, submit a proposal in respect of such construction monitoring to the Employer for approval. The Service Provider is not entitled to claim the full provision in this regard, but shall rather submit a realistic proposal based on the requirements of the project, and as set out in the Scope of Work, which may be accepted, or rejected, at the sole discretion of the Employer.
14. 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, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemised in the Activity Schedule.
15. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.

16. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
17. 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.
18. All charges in respect of attendance at meetings (Clause 15, Part C3.1 Scope of Work) and the provision of secretarial services, shall be included in the tendered basic fee for normal services (Item No. 1.1 of the Activity Schedule).
19. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
20. Clause F.2.13.11 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.

CONTRACT NO. 165C/2017/18

PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND PARKLAND: ERF 32680 AND 29865

C2.2 Activity Schedule

Item No. 1: Planning, Studies, Investigations and Assessments

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
1.1	Provide Planning, Studies, Investigations and Assessments Services as described in the Scope of Work in respect of:					
	(i) Assess and report on the Employer's requirements with particular regard to site information, planning and statutory regulations and budget (As described in 4 and 5.1 of the Scope of Work).	Sum	-	-	15 000	00
	(ii) Environmental Impact Assessment (EIA) study and report inclusive of the Authorisation for a Water Use for project (As described in 4.3 and 5.1.2 of the Scope of Work).	Sum	-	-	150 000	00
	(iii) Site, precinct and area investigation, topographical survey, analysis, assessment, and status quo report, (As described in 5.1.1 and 5.1.3)	Sum	-	-	20 000	00
	(iv) Site development guidelines based on status quo report and project brief	Sum	-	-	25 000	00
TOTAL OF ITEM No. 1 TO SUMMARY					210 000	00

Item No. 2: Engineering Services (Civil, Electrical and Structural)

Item No.	Activity Description	Tendered Percentage Fee	Amount R	c
2.1	Provide Engineering Services as described in the Scope of Work in respect of: Stage 1 – Inception Stage 2 – Concept and Viability Stage 3 – Design Development Stage 4 – Documentation and Procurement Stage 5 – Contract Administration and Inspection Stage 6 – Close-Out	Estimated Contract Value (engineering component) inclusive of contingencies but exclusive of VAT (Construction Cost) R18 000 000.00 (a) Tendered basic fee as a percentage of the estimated contract value (a) above <u>5.95%</u> (b) PRICE (c) = $\frac{(b)}{100} \times (a)$	-	
TOTAL OF ITEM No. 2 TO SUMMARY			1 071 000	00

Item No. 3: Landscape Architectural Services

3.1	Provide Landscape Architectural Services as described in the Scope of Work in respect of: Stage 1 – Inception Stage 2 – Concept and Viability Stage 3 – Design Development Stage 4 – Documentation and Procurement Stage 5 – Contract Administration and Inspection Stage 6 – Close-Out	Estimated Contract Value (landscape architectural component) inclusive of contingencies but exclusive of VAT (Construction Cost) R6 000 000.00 (d) Tendered basic fee as a percentage of the estimated contract value (d) above <u>4.7</u> % (e) PRICE (f) = $\frac{(e)}{100} \times (d)$	-	
TOTAL OF ITEM No. 3 TO SUMMARY			282 000	00

Item 4: Additional Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
4.1	Additional Services pertaining to all stages of the Project.	-	-	-	-	-
4.1.1	A Professional Civil Engineer acting as the Principal Agent (As described in 5.3.1 of the Scope of Works)				25 000	00
4.1.2	Applying for wayleave conditions and approvals from all services authorities (As described in 6.1 of the Scope of Works)	Sum	-	-	15 000 5 000	00 00
4.1.3	Provide a level 3 construction monitoring service as described in the Scope of Work (As described in 5.3.2 of the Scope of Works)	Month	24	25 000-00	600 000	00
4.1.4	Provision of a Freshwater Ecologist to provide input into the detailed design for the wetland and the Operational Maintenance Management Plan (As described in 4.3, 4.4.1 and 7.5 of the Scope of Works).	hr	160	750-00	120 000	00
4.1.5	Provision of Public Participation Facilitation services (As described in 4.2 and 7.6 of the Scope of Works).	hr	200	200 00	40 000	00
4.1.6	Provision of Professional Artistic services to input into, prepare and assist with community based artwork (As described in 7.9 of the Scope of Works).	Provisional Sum	-	-	200 000	00
4.1.7	Develop an Operational Maintenance Management Plan for the Wetland Parkland (As described in 4.3 of the Scope of Works).	Sum	-	-	18 000	00
4.1.8	Services of an Irrigation Specialist (As described in 7.11 of the Scope of Works).	Sum	-	-	50 000	00
4.1.9	Provision of an independent Environmental Control Officer (ECO) to ensure compliance with the Environmental Management Plan (EMP) and Environmental Authorisation (EA) (As described in 5.1.2 and 7.4 of the Scope of Works).	Tendered basic fee as a percentage of the estimated contract value (a) above 0.9 % (g) $\text{PRICE (h)} = \frac{(g)}{100} \times (a)$			162 000	00

Item 4: Additional Services (continue)

4.1.10	Act as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014. (As described in 5.3.3 and 7.8 of the Scope of Works).	Tendered basic fee as a percentage of the estimated contract value (a) above <u>0.47</u> % (i) $PRICE (j) = \frac{(i) \times (a)}{100}$			84 000	00
4.1.11	Build two scale models (As described in 5.3.4 (a) of the Scope of Works).	No	2	25 000-00	50 000	00
4.1.12	Maintenance supervision of all Soft Landscaping during the Defects Liability Period by the Landscape Architect (As described in 5.3.4 (b) of the Scope of Works).	Month	12	8 000-00	96 000	00
TOTAL OF ITEM No. 4 TO SUMMARY					1 450 000	00

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

Item No.	Description	Unit	Quantity	Rate	Amount R c	
5.1	Recoverable expenses in respect of printing/copying as specified below:					
	Printing: size A0,	No	100	17.50	1 750	00
	Printing: size A1,	No	100	8.50	850	00
	Printing: size A2,	No	1000	6.50	6 500	00
	Printing/copying: size A4 (reports and tender documents only),	No	5000	0.55	2 750	00
	Compilation and binding of reports/tender documents, books of drawings.	No	50	30.00	1 500	00
	Electronic Data provided on Compact Disk	No.	20	10.00	200	00
5.3.1	Other costs incurred on behalf of and with the approval of the Employer.	Provisional Sum	-	-	200 000	00
TOTAL OF ITEM No. 5 TO SUMMARY					2 13 550	00

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY (TDA): ENVIRONMENTAL MANAGEMENT

CONTRACT NO. 165C/2017/18

PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND PARKLAND: ERF 32680 AND 29865

SUMMARY OF ACTIVITY SCHEDULE

A: TOTAL OF ITEM No. 1	R 210 000 -00
B: TOTAL OF ITEM No. 2	R 1 071 000 -00
C: TOTAL OF ITEM No. 3	R 232 000 -00
D: TOTAL OF ITEM No. 4	R 1 480 000 -00
E: TOTAL OF ITEM No. 5	R 213 550 -00
F: SUB-TOTAL (A TO E)	R 3 226 550 -00
G: <u>CONTINGENCIES</u>	
Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Employer may direct and to be deducted in whole or in part if not required	R 322 655 -00
H: TOTAL INCLUDING CONTINGENCIES	R 3 549 205 -00
I: VALUE ADDED TAX	
ADD: VAT at the rate of 14% of H above	R 496 888.70
J: TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE (H+I)	R 4 046 093.70

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.165C/2017/18: PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND PARKLAND: ERF 32680 AND 29865 has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

SIGNED ON BEHALF OF THE TENDERER:

Part C3: Scope of Work

	Pages
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C3.2 Annexes.....	114 – 116

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY (TDA): ENVIRONMENTAL MANAGEMENT

CONTRACT NO. 165C/2017/18

PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND PARKLAND:
ERF 32680 AND 29865

C3.1 Scope of Work

CONTENTS	PAGE
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3. EMPLOYER'S OBJECTIVE	94 - 95
4. PROJECT SCOPE OF WORKS	95 - 100
5. DESCRIPTION OF THE SERVICES REQUIRED	100 - 105
6. EXTENT OF THE SERVICES	105 - 106
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1. INTRODUCTION

This invitation calls for the submission of tenders from suitably qualified, competent and experienced consulting firms to lead a multi-disciplinary team in the preparation of a holistic, detailed, sustainable systems design for the Asanda Village Wetland Parkland, and thereafter oversee its implementation. A proven track record in successfully managing multi-disciplinary teams and successfully implementing large capital projects is a prerequisite for the appointment.

1.1 LOCATION AND PROJECT AREA

The site for the new wetland parkland extends over erven 32680 and 29865, Strand and is situated between the N2 and Asanda Village. The site is abutted by the N2 to the north, ASLA Business Park to the west, Asanda Village to the south, and three schools to the east. The large open space area forms part of a major pedestrian route from the Van der Stel Station, the N2, and the three adjacent schools to the surrounding residential areas, i.e. Asanda Village, Nomzamo and Lwandle. The two primary schools and one secondary school located adjacent to the site result in learners, ranging from Grade R to Grade 12, traversing the site daily as they commute from home to school and back.

The site is relatively flat and consists of extensive drier seasonal to ephemeral wetland flats to the north, which gives way to a standing water detention area along the southern boundary of the site. This standing water detention area occurs within a *Typha capensis* – *Bulboschoenus maritimus* marsh. Immediately north of this detention area, drier portions of the wetland are used as kick-about areas by local residents.

The wetlands on the site are fed by ponded rainwater and stormwater flows from the N2 and the upstream catchment and specifically the Heritage Park development. Three stormwater inlets are located along the northern boundary of the site, adjacent to the N2 and the wetlands currently act as a conduit for stormwater from these inlets to the stormwater outlet located in the south western portion of the site.

Littering and dumping is evident on the site. This is particularly evident along the area between the ephemeral wetland flats and the standing water detention area. The impact of these activities is largely confined to the edges of the wetland attributing to various health risks associated with the area.

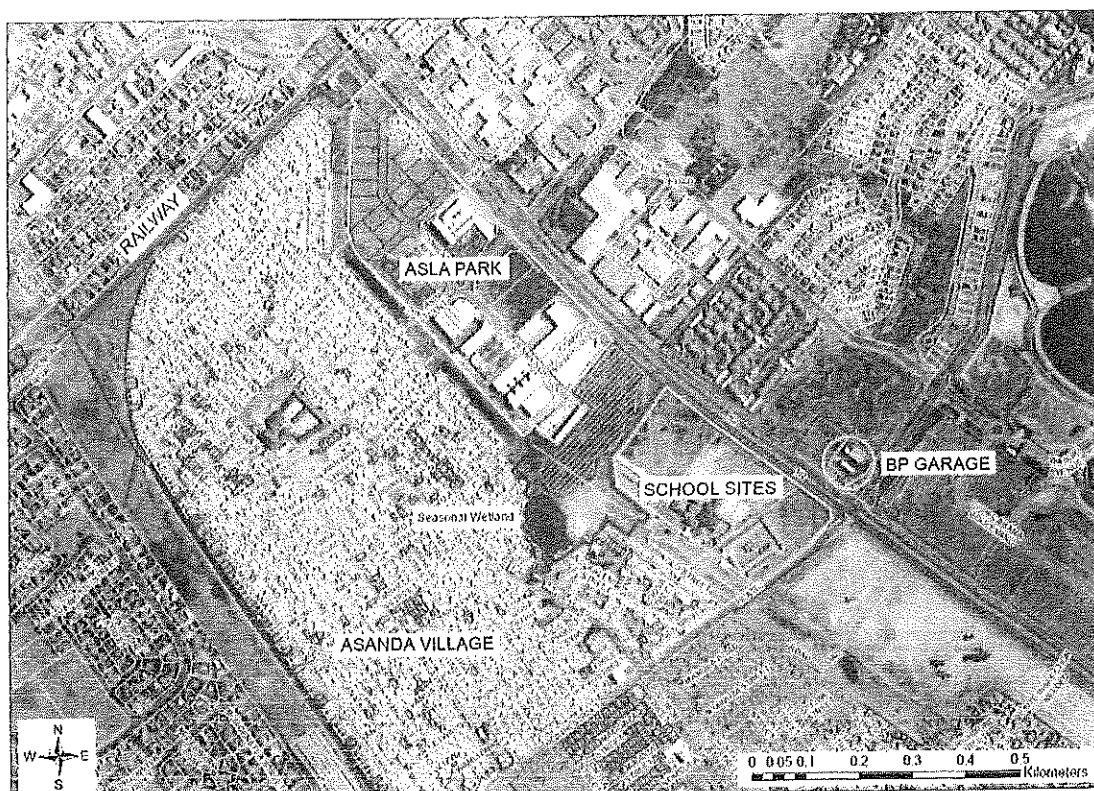


Figure 1: Locality plan

The site has been identified as an area suffering from environmental degradation, lack of recreation, crime and illegal dumping. The enhancement and improvement of the Asanda Village Wetland Parkland presents the opportunity to act as a catalyst for regeneration of the area and surrounding uses.

It is important to note that the boundary of the project area was selected based on the cadastral of the area set aside as part of a previous development approval. This area consists of two erven which form part of a larger public open space system, consisting of a number of smaller properties. It should be noted that while there is a proposed conceptual parkland boundary at this stage, this boundary is not fixed and is open for review as part of the design process. Therefore, the boundary in terms of the design of the project is not limited to the stipulated project area identified by the red polygon in Figure 1 above, as the proposed design will require a holistic assessment and understanding of the broader area, the parkland itself and any linkages with current and future uses in the area. However, it should be noted that at this stage the detailed design informing implementation of the project will be limited to the project area identified by the red polygon in Figure 1 above.

2. BACKGROUND

On 08 March 2001 the Department of Environmental and Cultural Affairs and Sport authorised the change of land use of erf 18834, Strand to allow for a residential, business and industrial township. As part of the environmental assessment, the appointed wetland specialist found areas of conservation worthy wetlands on the property, despite the fact that these were modified by upstream developments. According to the wetland specialist these wetland areas displayed a diversity of types with different plant communities which supported a fairly diverse and abundant fauna, frogs and birds. Therefore, the conditions of the 2001 Record of Decision (RoD) called for adherence to the site development plan (refer to Section 11) which included wetland areas as open space, amenity and servitude areas. Furthermore, the aforementioned conditions also called for adherence to the designs for the wetland/stormwater ponds which was aimed at incorporating important ecological features within the development. These included the establishment of linked wetland areas, in amenity and servitude areas that combined with plans for stormwater and flood attenuation. Following the designs detailed in the aforementioned ROD the project made an attempt at a different approach to the standard detention pond design, i.e. one that would increase floral diversity, habitat complexity and amenity value.

Following the above approval, a residential township and light industrial area, now known as Asanda Village and ASLA Business Park respectively, were developed on erf 18834, Strand. As per the conditions of approval and approved SDP the development included an approximately 5ha wetland area, which was earmarked as a "conservation area". Today this wetland area is identified as erven 32680 and 29865, Strand and is zoned Open Space 2 (OS2). Unfortunately, the Rehabilitation plan for wetlands within the "conservation area", dated 2003, compiled by G. Ractliffe, was never implemented and the sections in the Environmental Management Plan (EMP) relating to the long term management of the wetland areas were not sufficiently adhered to. Ownership of this wetland area was later transferred from ASLA to the City of Cape Town, however, these wetlands remained unmanaged and vulnerable to long term impacts such as dumping and alien invasion. The lack of management and maintenance, as well as littering and illegal dumping has led to the degradation of the wetland and the public open space in general.

In addition to the degradation of the wetland and open space area, the lack of management and maintenance of the wetland area also led to a number of stormwater management and health issues on and upstream of the property. The stormwater inlets along the N2 have over time become blocked by vegetation. During winter, these blockages result in back flooding of the upstream Heritage Park development. Furthermore, the properties abutting the standing water detention area along the southern boundary of the open space often get flooded during winter and are subjected to various health risks associated with the stagnant waterbody.

In 2014 the Environmental Management Department (EMD) identified the degraded public open space on erven 32680 and 29865, Strand as a site with immense potential for enhancement and improvement as a parkland. Coincidentally, the Project Management, Design & Development Facilitation Department approached the Environmental Management Department at the same time for input on addressing the stormwater management problems on the property and upstream thereof. The EMD saw this as an opportunity and as such the idea of the Asanda Village Wetland Parkland project was conceived. It is believed that this project presents the opportunity to act as a catalyst in regenerating the area and surrounding land uses.

In March 2015, the Environmental Management Department hosted a co-design workshop in order to obtain buy-in for the project from various stakeholders and to gain input from the local community into the conceptual design of the Asanda Village Wetland Parkland. The aim of the workshop was to obtain design informants, based on the needs identified by the local community, as well as the constraints on the site. A number of site constraints and key elements, such as security, accessibility and recreation were identified during the workshop. These were then used as design informants in the conceptual design of the Asanda Village Wetland Parkland. The final outcome of the workshop was a conceptual development framework for the site that considered all site constraints identified, and addressed all of the key elements identified in the workshop. See Figure 2 below. The successful tenderer will be required to review and refine this proposal as part of this commission.

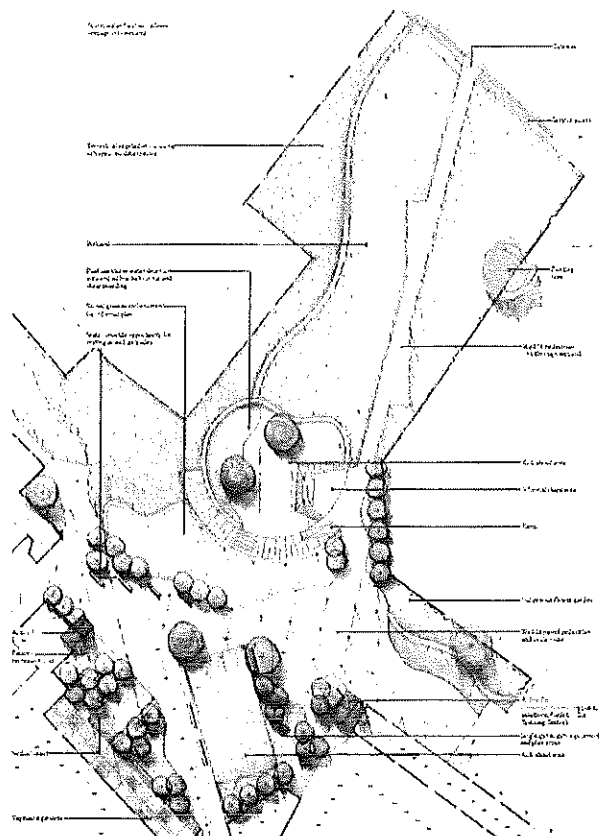


Figure 2: Conceptual development framework

3. EMPLOYER'S OBJECTIVE

The Employer's objective is to construct a wetland parkland for Asanda Village in the Helderberg. The new parkland must be a safe and positive space that will contribute to urban sustainability and regeneration of the area. This will be achieved by undertaking improvements that will result in various environmental, social and economic benefits for the surrounding communities. Ultimately the current degraded public open space must be transformed into a valuable commodity for the municipality and its constituents.

The new Asanda Village Wetland Parkland must provide the following:

- (i) a rehabilitated and ecologically functioning wetland area;
- (ii) a stormwater management system capable of handling the stormwater requirements of the upstream catchment, the site itself and area downstream of the site;
- (iii) a formalised non-motorised transport route through the public open space;
- (iv) quality hard and soft landscape upgrades; and
- (v) multi-use recreational/play areas;

In addition to the above, the Employer also wishes to:

- (i) determine what needed community facilities can complement the space and be accommodated on/adjacent the space, as well as the form (private public partnership, community run facility etc.) these need to take in order for them to be financially sustainable; and
- (ii) address the socio-economic needs as well as the environmental needs of the local community.

3.1 Specific objectives to guide the delivery of the Employer's objectives

3.1.1 Long-term Development Objective

The Employer's objectives strive to regenerate the current degraded Public Open Space in such a way that it will improve the quality of life of residents and pedestrians. It is important that this be done in a manner that meets the long-term needs of the local surrounding communities, whilst at the same time promoting the broader spatial transformation, urban renewal objectives and the Spatial Development Framework (SDF) of the City.

In order to achieve this, the working vision for the Asanda Village Wetland parkland is to establish a dignified, vibrant, resilient and well managed facility for Asanda Village and the surrounding communities. This vision will need to be work shopped and further developed as part of this tender through a formal process of engagement with the various stakeholders. Engagement with the local community will be of the utmost importance to ensure their buy-in and support for the project and ultimately the long-term viability of the wetland parkland.

3.1.2. Sustainable Development Objectives

It is very important for the Service Provider to note that in addressing the above Employer's objectives the overall sustainable development objectives for the project described below must be taken into consideration.

In order to develop a resource efficient sustainable wetland parkland, an in-depth analysis of the current conditions and situation both in and around the proposed project site (i.e. *status quo*) is required. This is necessary in order to ensure that the design will fit the project location and not the other way around. Such analysis is to clarify the availability of existing infrastructure, naturally occurring materials, local skills and technologies, waste material, socio-economic conditions, NGO and State programs, as well as economic activities and environmental constraints and sensitivities. The results of this in-depth analysis must be used to inform the design for the wetland parkland in order to meet the environmental and socio-economic needs of the local community, while at the same time addressing the problems relating to stormwater management, flooding, safety, ease of movement and illegal dumping on the project site.

The design is required to not only bring about physical transformation of the site, but also the transformation of the well-being and socio-economic circumstances of the surrounding community. In order to achieve these transformations, the design of the wetland parkland shall incorporate and/or address, *inter alia*, the following:

- (i) holistic resource efficient sustainable design;
- (ii) Green Building design principles and efficient use of resources;
- (iii) safety and security at the parkland;
- (iv) environmental education;
- (v) raising awareness around the value of recycling (waste, water and energy);
- (vi) the use of various low-maintenance innovative intermediate green technologies that are suitable for use on the project site;
- (vii) linkages with other uses and public open spaces in the surrounding area;
- (viii) low and sustainable maintenance management of overall parkland;
- (ix) economic opportunities;
- (x) local skills development opportunities;
- (xi) local iconic art elements created by local community members;
- (xii) multi-functional recreational spaces within the wetland parkland; and
- (xiii) physically, mentally and socially stimulating age-categorised play environments.

The design must be reviewed holistically in order to assess its impact on the environment, resources, the stormwater system, skills development, public ownership, social capital and environmental education and awareness. The design should aim to impact positively on the aforementioned elements in order to uplift the local community. While the appearance of the end product, i.e. the final constructed wetland parkland, is of importance, it is more important that a quality resilient public open space is created that will have positive, long-term sustainable benefit for the local community.

4. PROJECT SCOPE OF WORK

4.1 Wetland Parkland Requirements within the broader Employer's objective

The successful Tenderer (Service Provider) and professional team shall undertake, *inter alia*, the following work as part of this tender:

- conduct an in-depth analysis on the current conditions and situation of the project site and the surrounding area, and provide a Status Quo Report;
- review the previous reports done by Freshwater Ecologists which relate to the wetland area referred to under Section 11: Reference Data of the tender document;
- review any relevant urban design, pedestrian counts, and spatial planning framework information for the area;
- determine what current and future needed community facilities can complement the space and be accommodated on/adjacent the space, as well as the form (private public partnership, community run facility etc.) these need to take in order for them to be financially sustainable;
- review the Conceptual Landscape Development Framework contained in Annexure C4.2 of the tender document;

- prepare a conceptual spatial framework for the broader area (Asanda Village, Nomzamo, Lwandle) with a focus on creating linkages between public open spaces;
- prepare a conceptual (preliminary) design for the Wetland Parkland, including construction costs estimates;
- prepare a Basic Assessment Report, including necessary specialist studies and a draft Basic Assessment Report/Final Basic Assessment Report, for the new Wetland Park;
- Advise on, prepare and submit an application, following the conceptual design, to the Department of Water and Sanitation (DWS) in order to obtain the necessary authorisation for a water use, if required (type of application will depend on the detailed design);
- prepare a detailed design for the Wetland Parkland;
- prepare a detailed landscape plan for the Wetland Parkland;
- prepare construction cost estimates based on the Detailed Design, as approved by the Employer;
- prepare brief investigative and progress status reports as required;
- undertake the detailed inspection, review and checking of designs and drawings as required, or as prepared by any third party;
- prepare the tender document for the construction phase, to be approved by the Employer;
- together with the Employer, manage / supervise the construction of the facility to completion of project to the Employer's satisfaction;
- draft an Operational Maintenance Management Plan for the Asanda Village Wetland Parkland with costing to inform the effective overall on-going management and maintenance of the facility.

As the wetland and stormwater management on the site is such a large component of this project, it will be subject to strict design requirements imposed by the Environmental Management Department and Project Management, Design & Development Facilitation Department, cognisance of which will have to be considered in the review of the conceptual design and preliminary proposal. Construction safety and minimisation of impact on pedestrians are an important consideration in the development of the preliminary proposal.

Furthermore, as structures are likely to traverse a number of utility services located on the site, these structures will be subject to strict design requirements by the relevant Service Departments and/or authority, cognisance of which will have to be considered in the review of the conceptual design and preliminary proposal.

4.2 Public Participation

It is strongly recommended that the service provider together with the City's Project Manager elects a Project Steering Committee (PSC) who will provide input into the design process. The local community will be regularly engaged during the design process through an elected (PSC). Previous engagement with the community has taken place during a World Design Capital Workshop in 2014. The service provider will engage with the PSC and re-introduce the project to the community. The service provider must make provision for at least 4 PSC meetings during which the PSC must have an opportunity to input meaningfully into the design. Additional meetings will be required during implementation. Public participation is seen as an integral part of this project. It will be used as a vehicle to obtain agreement, endorsement and to allow indigenous knowledge to inform and influence the design of the Asanda Village Wetland Parkland. The public participation process will look to build positive, mutually beneficial relationships between stakeholders, interested and affected parties and the City, in order to ensure the long-term success of this project.

The responsibility for the public participation process throughout various stages of this project will rest with the Successful Tenderer (Service Provider). The project team will be responsible for documenting public meetings and ensuring that comment and input is incorporated into the design. It is important to propose ways for the community to become part of the design and implementation of the project through various aspects other than just local labour. The format of the PSC engagement is left open to the service provider but must be agreed with the City's Representative. This will ensure community ownership of the project. The Successful Tender (Service Provider) shall be required to select the most suitable forms of public participation in order to create a platform on which the community will feel comfortable to engage and share their views.

Once a sketch design has been prepared and has been endorsed by the PSC and PMT the proposal must be subject to broader public participation in the form of an open house, held within close proximity of the site, for an estimated duration of 3-4 hours. During the open house materials illustrating the final design must be exhibited and key members of the consultant team must be available to explain the proposal and answer questions. It is likely that the open house event will take place in Nomzamo Hall, which is closest to the node for public viewing. The material is expected to be left up on the walls for at least 1 week for the public to engage with. Comment forms must be provided and collected by the

service provider. All comments must be recorded and amendments to the proposals made where appropriate.

It is important that these two bodies (the PSC and PMT) operate separately but in an integrated manner to ensure that technical matters do not complicate engagements with the beneficiary community. This will ensure that the proposals are deliverable, realistic and that expectations of all parties are effectively managed.

The City's Representative will assist the service provider with organising venues, sending out invitations and facilitate the Project Steering Committee meetings. The service provider is required to minute and record participation and inputs received at these meetings, prepare material for the public exhibition and coordinate feedback.

4.3 Operational Management and Maintenance of the Wetland Parkland

The long-term success and sustainability of this project is heavily reliant upon the operational management and maintenance activities for the Parkland, as well as the perceived safety of the area. This tender thus calls for an innovative, low-maintenance and sustainable design approach that will contribute to the creation of a safer public environment.

The Successful Tenderer (Service Provider) should take into account the City of Cape Town's Design and Management Guidelines for a Safer City (2014) when arranging the various elements of the park. In addition, the Successful Tenderer (Service Provider) is required to develop an Operational Maintenance Management Plan for the entire parkland. Such a plan is to clearly stipulate, *inter alia*:

- the maintenance management activities required for the various elements within the parkland;
- the party responsible for the various maintenance management activities required for the various elements within the parkland;
- the manner in which these activities are to be undertaken;
- the frequency at which these maintenance management activities will need to occur; and
- A service level agreement between the various asset owners to ensure implementation of the operational management requirements

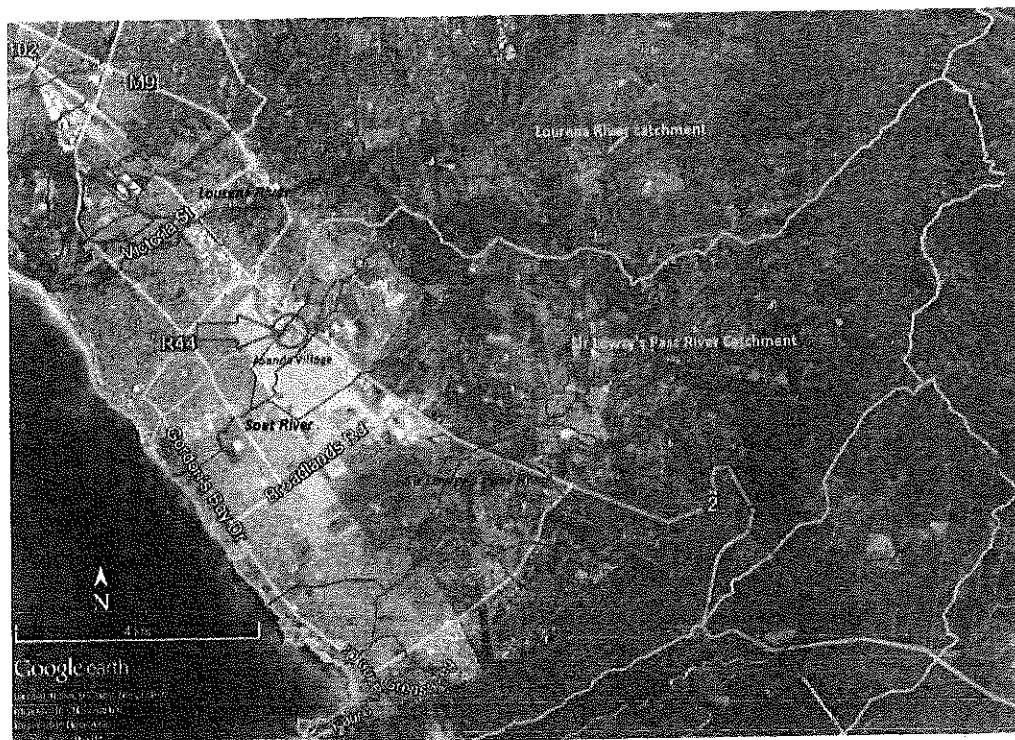
A Freshwater Ecologist will have to input into the maintenance and management aspects related to the wetland of the Operational Maintenance Management Plan.

A draft Operational Maintenance Management Plan must be submitted to the various relevant asset owners for comment prior to approval of such plan and signing of the Service Level Agreement by all asset owners.

4.4 Design requirements for specific elements within the wetland parkland

4.4.1 Stormwater Management and Wetland Rehabilitation

The Asanda Village wetland forms part of the Soet River catchment, just west of the Sir Lowry's Pass River system. The Soet River system is managed by the City of Cape Town as part of the Sir Lowry's Pass River catchment. Figure 2 below shows the catchment context of the Asanda Village wetland, with the green polygon and red arrow indicating the wetland and the orange indicating the City catchment boundaries.



Stormwater maintenance and management activities on this site are inextricably linked to ecological state of the wetland, which plays a critical role as a stormwater conduit and detention area in the current stormwater system. The successful Tenderer (Service Provider) must therefore ensure that the detailed design, in addressing the stormwater management requirements, will not have a detrimental effect on the ecological state of the wetland in the long-term. Further design requirements are provided below for the stormwater management system and the wetland respectively.

(a) Stormwater Management

For ease of maintenance, a fore bay area is required along the N2 which will be easy to access and clean with the use of machinery. As stated above the wetland currently acts as a stormwater conduit and detention area. The detailed design must therefore allow for a detention area with a capacity as per the Stormwater Master Plan for the area. As the area is prone to flooding, both back flooding and flooding of dwellings adjacent to southern portion of the wetland, some form of high flow channel is required. Such a channel must be able to handle the volume of stormwater during a storm event in such a way that stormwater will be able to move through the area quickly thereby reducing the flood risk to the area.

The successful Tenderer (Service Provider) must also take cognisance of the limited capacity of the City's maintenance department/s in addition to the aforementioned requirements and Employer's objective. The tender thus calls for an innovative, low-maintenance and sustainable design approach to stormwater management aspect of this project.

(b) Wetland rehabilitation/reinstatement

The wetland area has a long history (as detailed in section 2 above). A number of surrounding developments have impacted on the ecological functioning of the wetland. Although a number of reports and management plans for this wetland have been compiled by various Freshwater Ecologists over the years, none of these have been implemented. The successful Tenderer (Service Provider) is therefore referred to some of these reports and management plans in order to gain an understanding of the history of the wetland and the initial intent for the wetland in terms of conservation and stormwater management (see Section 11).

The wetland area shall be rehabilitated / reinstated and incorporated in the detailed design in such a way that it will be able to serve, *inter alia*, the following purposes:

- (i) restore ecological functioning in terms of hydrologic transfers and storage of water, biogeochemical cycles, primary productivity, decomposition, and community/habitat;
- (ii) an area for passive recreation;

- (iii) assist with a variety of environmental education areas; and
- (iv) beautification of the area.

A Freshwater Ecologist will have to provide input and guidance on the detailed design for the wetland.

The successful Tenderer (Service Provider) must also take cognisance of the limited capacity of the City's maintenance department/s in addition to the aforementioned requirements and Employer's objective. The tender thus calls for an innovative, low-maintenance and sustainable design approach to the wetland rehabilitation/reinstatement aspect of this project.

4.4.2 Landscaping

With the exception of one significant (Stone Pine) tree, wetland vegetation, and the informal pedestrian pathways and kick-about area, the project site has no other form of landscaping. The successful Tenderer (Service Provider) is, however, referred to a small patch of critically endangered Lourensford Alluvium Fynbos (LAF) found on the site. This patch has not been mapped, but the successful Tenderer (Service Provider) shall take cognisance thereof and address it in the detailed design for the wetland parkland.

The successful tenderer (Service Provider) shall, as far as possible, provide innovative hard landscaping features with the possibility of creating opportunities for community involvement and skills development/transfer. The idea should be to create local iconic elements, of small and large scale, throughout the parkland, which would contribute to community pride and ownership. The services of a professional Artist with experience in local community art initiatives could be required for this aspect of the project.

The successful Tenderer (Service Provider) must also take cognisance of the limited capacity of the City's maintenance department/s in addition to the aforementioned requirements and Employer's objective. The tender thus calls for an innovative, low-maintenance and sustainable design approach to stormwater management aspect of this project.

A Detailed Landscape Plan indicating, Inter alia, the following elements must be provided as part of the detailed design for the wetland parkland:

- (i) existing vegetation to be retained or removed, indicating the types of all vegetation and trees;
- (ii) all proposed newly planted vegetation, including types (species) and planting specifications;
- (iii) tree staking details;
- (iv) the size of all trees to be planted (roots to be established in min 80 – 100 L size container, with a clear stem height of 1.8 m minimum, and a minimum girth of approximately 60 mm)
- (v) density of plants species/plant mixes, size of plants to be planted;
- (vi) existing and finished ground levels;
- (vii) pedestrian access and ease of mobility through the site and connecting to existing routes adjacent to the site
- (viii) all landscaping features, including fences, walls, retaining walls, paving, street furniture and lighting; and
- (ix) phasing and timing of implementation, including a twelve-month establishment period.

The successful Tenderer (Service Provider) must also take cognisance of the limited capacity of the City's maintenance department/s in addition to the aforementioned requirements and Employer's objective. The tender thus calls for an innovative, low-maintenance and sustainable design approach to the landscaping aspect of this project.

4.5 Community facilities and Recreation

The design must clearly distinguish between active and passive spaces within the parkland. A variety of community facilities must be identified for incorporation in both passive and active spaces. The proposed community facilities must be of an innovative and multi-use nature and must address the needs identified by the community and the in-depth analysis of the area. The community facilities proposed must be in line with the employer's objective, specifically the sustainable development objectives as stated above. From the Co-Design Workshop, it was apparent that the community requires a space where they can gather for group activities, social support, public information, and other purposes. The form that this type of space will take must be indicated on the detailed plans/drawings. Some of the community facilities which the Employer has considered include an outdoor classroom, an amphitheatre and market space.

The detailed design for the parkland must allow for age-appropriate recreational areas that will be able to serve a broad spectrum of parkland users from pre-schoolers to pensioners. Recreational areas or activities should be of a low-cost and low-maintenance, but innovative nature. As far as possible, recreational areas must be linked with some form of educational message, such as information about recycling, the wetland, the environment, movement and so forth. This educational message must be communicated in a fun and innovative manner and should not be limited to signage only.

5. DESCRIPTION OF THE SERVICES REQUIRED

5.1 Planning, Studies, Investigations and Assessments

- 5.1.1 The project site has a number of physical constraints in the form of utility services traversing the site. These being a large wetland and detention area which forms part of the stormwater management system, two underground bulk water lines of 1 615mm and 840mm in diameter respectively, a 300mm diameter sewer main, as well as Eskom and City of Cape Town electricity overhead lines. The Service Provider's professional team shall inspect the site to familiarise themselves with the nature of the proposed site and the conditions under which both the provision of professional services and construction work will be executed.

The service provider is required to undertake a topographical survey of the status quo, of the intended area for constructing the Asanda Village Wetland Parkland.

- 5.1.2 The Service Provider shall procure the services of an independent Environmental Assessment Practitioner (EAP) in order to obtain the relevant authorisations (if required) from the competent authorities in terms of the National Environmental Management Act (Act 107 of 1998) and the National Water Act (Act 36 of 1998). Such a professional shall be subject to the minimum requirements for an EAP, as stated in clause F.2.1.1.3.

- 5.1.3 Furthermore, the Service Provider shall if required procure the services of an Urban designer to conduct an in-depth analysis on the current conditions and situation of the project site and the surrounding area. The Urban Designer will be required to present a detailed Status Quo Report presenting the information gathered. Such report shall be used to inform the resource efficient sustainable design of the wetland parkland. The Service Provider will also be required to show integration of the project site with the adjoining areas, with a specific focus on linking the wetland parkland to other public open spaces and uses, as well as the non-motorised transport network.

- 5.1.4 Public and stakeholder participation, especially with the community, will be an important part of this phase of the project. The Service Provider shall procure the services of a Public Participation Facilitator who will be responsible for all public participation related to the general public.

- 5.1.5 Notwithstanding the above, the Service Provider is also required to review the conceptual landscape development framework (product of the co-design workshop) and conduct all other studies and investigations necessary to assess this framework. Findings and recommendations shall be compiled in a report and submitted to the Employer. The content of such report shall be used to inform the detailed design for the Asanda Village Wetland Parkland.

All Planning, Studies, Investigations and Assessments findings are to be recorded in detail and submitted in reports for Employer review.

5.2 Normal Services

5.2.1 Stage 1 – Inception

The inception stage of this particular project will involve determining, with the input of the Employer, the scope of the work required for the design and construction of Asanda Village Wetland Parkland; confirming the project brief and proposed approach and methodology for executing the project; and informing key stakeholders of the project intent with the view to obtaining their initial inputs. Any further investigations and/or testing should be identified at this stage. All previous studies, design proposals and ideas must be reviewed and considered.

The Service Provider is required to set up a project inception meeting with the City of Cape Town's Project Manager within 14 days of being appointed, in order to confirm appointment parameters.

The activities to be undertaken during the project initiation phase include:

- Attend project inception meeting. The Employer's representative will ensure adequate representation of a multidisciplinary team of officials are present to provide input;

- Agree on Employer's requirements and preferences with regard to work methodology, key work streams and personnel, meetings and responsible staff
- Refine/ clarify the brief where necessary;
- Determine availability of data, drawings and plans relating to the project;
- Clearly define, with the Employer, the roles, responsibilities and liabilities of the consultant team;
- Advise on the necessary surveys, analyses, tests and/or other investigations where such information will be required
- Finalise and agree on a refined work programme (including a public participation plan) and schedule.
- An inception participatory meeting of key external stakeholders.
- Prepare an invoice schedule linked to work completed; and
- Prepare a schedule for submission of monthly written progress reports and

One week thereafter a meeting will be held with key City officials and the Service Provider, at which meeting the following deliverables must be presented for approval by the City's Representative.

The Service Provider will allow for 1 week within which the Employer will review the methodology and work plan and provide any comment or changes to be made. Thereafter, the Service Provider is to submit the final work plan within 1 week from receiving comment from the Employer.

Stage 1 Deliverables

- a signed Consultants/Employer agreement
- a draft and final work plan which covers all aspects described above;
- a project programme including milestones, key deliverables, meetings, etc.;
- an invoice schedule;
- a draft contents page of the construction tender document; and
- a draft contents page of the final close out report

5.2.2 Stage 2 - Concept Design (Preliminary Design)

The service provider in conjunction with the Landscape Architect, and Urban Designer must provide preliminary design services as may be necessary to proceed with and finalise the detail design and tender documentation. This may include alternative options and must be informed by engagements with the Project Steering Committee (PSC). The Service Provider shall submit a preliminary design report, for the Asanda Village Wetland Parkland, to the Employer for comment and approval prior to public consultation, including details of investigations and studies undertaken, concept development and rationale review, outline specifications and recommendations. The conceptual design must also be approved by the Project Management Team (PMT) and PSC prior to public consultation which will take place at the end of this work stage. This stage will also include discussions with asset owners and a comprehensive community participation process (See Section 4.2) which aims to derive various sustainable maintenance and management scenarios for consideration, analysis and endorsement. Two Physical models must be produced for the purposes of public consultation.

Public and stakeholder participation (especially with the community, road, water and sanitation and electrical services authorities) will be an important part of this phase of the project. This will also include discussions with asset owners and a comprehensive community participation process which will aim to derive various sustainable maintenance and management scenarios for consideration, analysis and endorsement. The preliminary design will need to be presented to the public for consideration before progressing with the detailed design phase of the project. The Service Provider shall arrange and facilitate the community and stakeholder meetings and ensure that key personnel are available to attend as necessary.

Ongoing public and stakeholder participation will be required during this stage of the project.

Stage 2 Deliverables

- Records of meetings and discussions
- All material required for public participation consultation
- Scale model of proposed Wetland Parkland
- Public Participation report which records the event, containing all the comments
- Conceptual Design report for the Asanda Village Wetland Parkland

5.2.3 Stage 3 - Design Development (Detail Design)

The refinement of the conceptual design into detail design must take into account the feedback from public participation. The Service Provider shall be responsible for all service enquiries, building plan approval, wayleave applications and obtaining the necessary authority or permission from the Service Authorities to carry out all work in terms of this project. All applications in this respect must be carried out timeously. While wayleave applications are classified as an additional service and is measured separately, all wayleave conditions must be incorporated into the detail design. If necessary, the Service Provider shall liaise with and obtain input from the City's Property and Legal Services Departments in this regard. This activity is applicable to the Contract Administration as well.

The Service Provider shall prepare a full set of electrical layouts and specifications in line with the proposed renewable energy public lighting plans as a component of the Design Development Stage.

During this stage the consultant shall develop the above-mentioned Operational Maintenance Management Plan for the entire parkland. Such a plan must be submitted to the relevant asset owners for comment and endorsement prior to finalisation, will be reviewed during the construction phase and handed over the Client with all relevant manuals.

A set of draft plans/drawings shall be submitted to the Employer for comment and approval prior to going out to tender. All plans must be thoroughly checked by the Service Provider's project leader prior to submission. On approval of the detail design drawings, two sets of paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Service Provider. All other prints issued henceforth shall carry the words "Initial version signed on (date)" at the signature location in the title block.

The Service Provider shall prepare any further plans, designs and drawings (over and above the tender drawings), which may be necessary for the execution of the works. The preparation of any shop drawings required for manufacture and installation, or the detailed checking of such, where prepared and submitted by the construction contractor, shall form part of the normal services to be provided by the Service Provider.

The activities to be undertaken during this phase include:

- Prepare design development drawings including draft technical details and outline specifications;
- Explore opportunities for local labour;
- Review and evaluate design and outline specifications and exercise cost control with specific consideration of maintenance cost and requirements;
- Prepare detailed estimates of construction (and potential maintenance) costs;
- Complete a detailed stormwater design and landscape plan;
- Incorporate the public and the client's detailed requirements into the landscape design;
- Develop electrical layouts and specifications in line with proposed public lighting
- Attend PSC meeting to present the final detail design for approval;
- Attend PMT meeting to present the final detail design for approval;
- Obtain line department sign-off on the design by virtue of signatures on the plan/s.
- Obtain agreement on asset ownership from the affected line departments;

Stage 3 Deliverables

- (i) Approved Plan and detail design with specifications, which reflects the needs and concerns of those consulted during the process.
- (ii) Records of meetings and discussions.
- (iii) Obtain agreement on asset ownership from the identified City of Cape Town's departmental authorities and PMT sign-off on the design.

5.2.4 Stage 4 – Tender Documentation and Procurement

This phase involves the preparation of construction documentation in order to advertise a tender and procure a contractor for implementation of the project. A set of draft plans and a draft tender/contract document shall be submitted to the Employer for comment prior to finalising all documentation and going out to tender. All drafts must be thoroughly checked by the Service Provider's project leader prior to submission. The tender/contract document shall be submitted to the Employer for checking at least three weeks prior to tenders being advertised. The Service Provider shall prepare detailed estimates of construction costs and submit such to the Employer.

The Service Provider shall attend a Bid Specification Committee meeting prior to the finalisation of the contract documentation and advertising of tenders. All comments of the committee shall be incorporated into the final contract documents.

Detail design drawings, shall be finalised, incorporating any comments of the Employer. Once finalised, two sets of paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Service Provider. All other prints issued henceforth shall carry the words "Initial version signed on (date)" at the signature location in the title block.

The Service Provider shall prepare any further plans, designs and drawings (over and above the tender drawings), which may be necessary for the execution of the works.

The Service Provider shall be responsible for providing the Employer with the required number of copies of plans and tender documents for tender purposes (both hard copy and on compact disc).

The Service Provider shall, during the tender period, attend and preside over a tender clarification meeting, and respond to all queries received during this period.

Once tenders close, the Service Provider shall evaluate all valid tenders received and shall prepare a tender evaluation report (which shall include a recommendation) for consideration by the Employer's Bid Evaluation Committee (BEC).

Once approved by the Employer, the Service Provider shall facilitate the signing up of the construction contract.

The activities to be undertaken during this phase include:

- Prepare minutes of the design (PMT), stakeholder and consultant's meetings;
- Prepare specifications for the works and agree preambles;
- Prepare tender documentation.

Stage 4 Deliverables

- (i) Plans, designs and drawings required for the implementation of the works.
- (ii) Tender documentation and procurement.
- (iii) Tender evaluation report which shall be submitted to the Employer within two weeks after receiving bids from the City's representative.
- (iv) BAC approval of tender evaluation report recommendations
- (v) Contract appointment letter.

5.2.5 Stage 5 – Contract Administration and Construction Monitoring

The Service Provider will be responsible for construction monitoring as elaborated on further in this document.

The service provider shall be responsible for and act as the Employer's agent in terms of the Occupational Health and Safety Act as set out in this document.

During the Contract Administration and Inspection stage of this project, the Service Provider shall convene and run monthly site meetings at which the Employer and contractor will be present, as well as any technical meetings with the contractor as may be required to ensure the successful implementation of this project;

Stage 5 Deliverables

- (i) Record of all site meeting and site instructions
- (ii) Practical and Works Completion certificate
- (iii) As-built drawings
- (iv) Final Completion Certificate

5.2.6 Stage 6 – Close-Out

The Service Provider shall complete the project close-out as described in the guideline scope of services.

As-built plans/drawings shall be submitted to the Employer in electronic format (preferably .dwg, otherwise .dxf) as well as one complete set of paper prints.

The Service Provider shall also compile a project close-out report for submission to the Employer, which includes, *inter alia*, technical details of the project, the project team, project cost, completion dates, construction details and design changes, delays and the reasons thereof, problems encountered and the solution thereof, conclusions and recommendations.

Stage 6 Deliverables

- (i) Close out report
- (ii) Updated Operational Maintenance Management Plan

5.3 ADDITIONAL SERVICES

5.3.1 The Principal Agent

A Professional Civil Engineer will act as the Principal Agent of the Employer. The Principal Agent is required, in addition to their specific professional responsibilities, to manage and co-ordinate the services of the multi-disciplinary team of professionals and will be responsible for, amongst others, the overall administration, programming of the design and financial control of all works inclusive of the deliverables identified in the scope of works.

5.3.2 Construction Monitoring

Construction monitoring is considered to be a vitally important part of this project, requiring the full time input of an experienced individual (the Engineer's Representative) on site. For this reason, it is specified that a level 3 construction monitoring service (as per the Guideline Scope of Services document referred to above) must be provided by the Service Provider.

The Service Provider shall, when called upon to do so by the Employer, submit a fully motivated proposal for such construction monitoring to the Employer for approval, and in respect of which a provisional sum has been allowed in the Activity Schedule.

The proposal shall name the individual(s) proposed, provide details of their experience, the anticipated duration of their involvement and the monthly cost in respect thereof. The cost shall include all benefits, overhead charges and profit as well as any overtime costs, if applicable. Construction monitoring staff will be paid over the year end break, if applicable.

As far as the individual(s) proposed are concerned, the Engineer's Representative shall be a qualified Engineer/Technologist/Technician with at least five years' verifiable post graduate experience in construction monitoring, including a minimum of at least two contracts which have involved wetland rehabilitation, stormwater management/flood alleviation projects, and landscaping. The Service Provider's proposal may be accepted or rejected at the sole discretion of the Employer.

5.3.3 Act as the Employer's agent in terms of the Occupational Health and Safety Act

The Service Provider, in submitting a tender for this professional services contract, shall be deemed to have acknowledged acceptance of the appointment as the client's agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, should the Employer accept the tender. The Service Provider shall, as such, execute all of the duties of the client as contemplated in the Construction Regulations.

If the Service Provider considers it necessary to employ the services of a safety specialist in order to execute the abovementioned duties, the cost thereof must be included in the fee tendered for this aspect of the project.

The Service Provider's attention is also drawn to the responsibilities of the designer of a structure in terms of the Construction Regulations, and shall comply with all requirements in this regard.

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations, 2014, ensure that any sub-consultants/sub-contractors employed by the Service Provider also comply with the requirements of the

Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this contract (Form C1.3, Part C1, refers).

5.3.4 Landscaping

(a) 3D Landscape Mock-ups or Models

The Landscape Architect shall provide documentation and details for the completion of all necessary mock-ups or models. The Landscape Architect shall ensure that the design intent, mock-ups or models represent the intended finished product in all respects including the ultimate quality thereof.

The landscape architect will be required to build (or have built) two scaled models to illustrate the implications of the bulk earthwork for the purposes of public participation. One model should indicate the existing condition and the second model should illustrate how the bulk earthworks could change the way the site works and how differences in level are resolved. The nature and scale of the model will be determined by the landscape architect but each model should not be larger than A0 (840x1190mm) in size.

(b) Landscaping Maintenance

The Landscape Architect will conduct one site inspection per month to ensure that the soft landscaping gets established and all dead plant material is replaced. A quarterly inspection report is to be submitted to the Client and Project Leader during the Maintenance Period.

6. EXTENT OF THE SERVICES

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

6.1 Service Enquiries/Wayleave Applications

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

6.2 Places for the Performance of Specific Tasks

It is anticipated that the majority of the work involved in the reporting, preliminary design and detail design and tender stages will be undertaken at the Service Provider's local office. The construction monitoring service will take place at the site of the project.

The Service Providers personnel will however be required to attend meetings elsewhere in the Cape metropolitan area as and when required, and it may be necessary to carry out inspections at the contractor's (or sub-contractor's) yard(s) wherever they may be.

6.3 Reporting Requirements

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

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

The Planning, Studies, Investigations and Assessments Reports and Conceptual Planning Report shall be submitted within the time frames agreed to by the Employer.

The Tender Evaluation Report shall be submitted to the Employer within two weeks of tenders for the construction works having been received.

A preliminary Project Close-Out Report shall be submitted to the Employer within three months of the Certificate of Completion having been issued, which shall be updated as necessary and re-submitted within three months of the issue of the Final Approval Certificate.

6.4 Construction Monitoring

A level 3 construction monitoring service is required in respect of which a provisional sum has been allowed in the activity schedule. Service Providers will be required, in terms of the brief, to submit a proposal for providing such services for the Employer's approval, once the project nears the construction stage.

6.5 Approvals

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

- (a) Approval of the implementation programme from the Employer,
- (b) Approval of the methodology for the public facilitation from the Employer
- (c) Approval of the conceptual and preliminary designs from the Employer,
- (d) Approval of the project from Heritage Western Cape (*if required*),
- (e) Approval (authorisation) of the project from the Department of Environmental Affairs and Development Planning (*if required*),
- (f) Approval (authorisation) of the project from the Department of Water and Sanitation (*if required*)
- (g) Approval of the detail design, drawings and contract document from the Employer,
- (h) Wayleave approval from all service authorities,
- (i) Approval of the accommodation of traffic plans from the Traffic Manager and the Employer (*if required*),
- (j) Approval of the construction monitoring proposal from the Employer,
- (k) In respect of time based services, approval of the allocation of staff from the Employer.
- (l) Approval for the employment of specialist sub-consultants from the Employer.

Notwithstanding any approval received from the Employer, the Service Provider shall remain responsible for all work carried out by the Service Provider and its sub-consultants in terms of this contract.

7. Expertise Required

7.1 Engineering Services (Civil and Structural)

- (a) The Civil/Structural Engineer will prepare appropriately detailed construction drawings and specifications to obtain commercially viable competitive tenders from the market in such a way to ensure proper comparative evaluation of such tenders with the assistance of the Landscape Architect and other consultants.
- (b) The Civil/Structural Engineer shall prepare a comprehensive schedule of quantities with specification for all the detail designs intended to be implemented on this project.
- (c) The Civil/Structural Engineer shall prepare a programme and observe the progress of the work and assist in the clarification of details and queries arising from the professional team, contractors, sub-contractors and suppliers.
- (d) The Civil/Structural Engineer will undertake all the necessary layerworks, stormwater run-off design and all service requirements which may have any interface with any other aspect of the overall design of this project.
- (e) The Structural Engineer shall inspect the footbridge and shall prepare and submit a detailed report presenting the information gathered (including any photographs as may be necessary), and report on maintenance priorities and cost estimates
- (e) The Civil Engineer will arrange the videoling and minutes of all Public Participation meetings and minutes of all Project Management Team meetings.
- (f) The Civil/Structural Engineer must complete a set of 'As Build Drawings' and close out report and hand it to the relevant Service Branches at the final Site Hand over meeting.
- (g) Construction monitoring is considered a vitally important part of this project, requiring the input of an experienced individual (the Engineer's Representative) on site. For this reason, it is specified that a level 3 service (as per the Guideline Scope of Services document - Clause 3.3.2 (6) (c) of Board Notice 138 of 2015) must be provided by the Service Provider. For this particular project it is required that the Engineer's Representative must be available on site when all the critical operations take place. It is however the responsibility of the Service

Provider to satisfy himself that the time allowed for, is sufficient to protect the Employer's interests.

- (h) The Civil Engineer shall set up and minute regular site meetings with the contractors and sub-contractors.
- (i) The Civil Engineer shall audit (measure and re-calculate) all invoices received from the contractors and compile a Certificate in accordance with the contractual requirements for payments.

7.2 Electrical Engineering Services

An Engineering Council of South Africa (ECSA) registered Professional Electrical Engineer or Technologist with at least five (5) years verifiable post qualification experience.

The Electrical Engineer shall design and prepare a comprehensive schedule of quantities with specifications for the supply, construct and installation of all electrical requirements in respect of the lighting component of the project

7.3 Landscape Architectural Services

A Professional Landscape Architect who is registered as a Professional Landscape Architect with the South African Council for the Landscape Architectural Profession (SACLAP);

The landscape architectural services required include, in respect of the landscaping component of this project, the provision of all standard services described in the document entitled "Amended Landscape Architectural Work Stages – January 2011", published by the South African Council for the Landscape Architectural Profession (available on their website www.saclap.org.za).

Stage 1 – Inception

The services required will include establishing the requirements and preferences of the Employer as well as user needs and options, as far as the landscaping component of the parkland are concerned.

Stage 2 - Concept and Viability (Preliminary Design)

The landscape architect shall, with input from the consulting engineer, prepare and finalise the project concept, including the preparation, for consideration and approval by the Employer, of sketch plans and perspectives indicating overall design concepts, as well as cost estimates, in respect of both the hard and soft landscaping components of the parkland.

Stage 3 - Design Development (Detail Design)

The landscape architect shall in conjunction with the engineering design, develop the approved concept into a full landscaping design including, but not limited to:

- (a) Planting layout/s, detailing the location and types of plants.
- (b) Irrigation layout and design, including the positioning of any ducts required.
- (c) Paving layout/s.
- (d) Plant surrounds.
- (e) Tree cages (or stays).
- (f) Seating structures
- (g) Bollards (if required).

The landscape architect shall source and provide any samples as may be necessary for the Employer to approve the final design.

The landscape architect shall liaise directly with the City's Project Manager and the relevant official from the division of the Employers Parks Department in respect of their approval of the hard and soft landscaping design.

The end product required is a set of plans/drawings and specifications that will be incorporated into the contract documentation for construction purposes, as well as a final cost estimate.

Stage 4 – Documentation and Procurement

Aside from plans and drawings showing details of the hard and soft landscaping, the landscape architect shall develop a full specification in respect of the same, including maintenance requirements both during and post construction (in the defects liability period).

The landscape architects shall provide comment, as appropriate, on the suitability of the landscaping and irrigation sub-contractors, or of alternatives proposed, as part of the tender evaluation process.

Stage 5 – Contract Administration and Inspection

The landscape architect shall, insofar as the landscaping component of the construction contract is concerned, carry out any or all (as necessary) of the services listed in the SACLAP Amended Landscape Architectural Work Stages – January 2011 document.

The landscape architect may only issue instructions to the construction contractor through the Engineer as defined in the construction contract.

The landscape architect will ensure that all work executed by the landscaping and irrigation sub-contractor are according to the approved plans/drawings and specifications. Periodic inspections during the course of the maintenance period will be required in order to ensure the contractor is fulfilling his landscaping maintenance obligations, the cost of which must be included in the landscape architects tendered fee.

Stage 6 – Close-Out

There are no particular requirements over and above those services listed in the SACLAP Amended Landscape Architectural Work Stages – January 2011 document.

7.4 Environmental Assessment Services

7.4.1 Environmental Assessment Practitioner

The Environmental Assessment Practitioner (EAP) is to conduct a basic assessment, including a pre-application public participation period. Depending on the detailed design for the project, the EAP will also apply for the necessary authorisations for a water use from the Department of Water and Sanitation. The EAP will also be required to compile an Operational Maintenance Management Plan for the entire parkland with input from relevant specialists and asset owners as described in the project brief.

7.4.2 Environmental Control Officer

The Service Provider shall provide an Environmental Control Officer (ECO) whose responsibilities shall be as follows:

- (a) to monitor the compliance of the contractor and sub-contractors to the project specific Construction Environmental Management Programme (CEMP) to be compiled by the Environmental Assessment Practitioner for inclusion into the construction tender/contract document.
- (b) to assist the Engineer in ensuring that any necessary permits are obtained.
- (c) to convey the contents of the CEMP to the Contractor's site team, and discuss the contents in detail with the Contractor, as well as to conduct induction and environmental awareness training sessions to the Contractor's and sub-contractor's workforces, as and when necessary.
- (d) to monitor and verify that the CEMP is adhered to at all times, and to inform the Engineer if the specifications are not followed.
- (e) to review construction method statements for approval by the Engineer.
- (f) to assist the Engineer and Contractor in finding environmentally responsible solutions to problems.
- (g) to provide a report on environmental compliance issues (with photographic evidence, if applicable) at the monthly site meetings or any other meetings that may be called regarding environmental matters.
- (h) to ensure that all activities/incidents concerning the environment are recorded in the site records, to monitor and review such records and advise the Engineer of any action necessary.
- (i) to inspect the site and surrounding areas with regard to compliance with the C-EMP.
- (j) to advise the Engineer on the imposition of penalties or fines specified in the C-EMP, or the removal of person(s) and/or equipment not complying with the specifications.

The frequency of site visits/inspections shall be as and when necessary, but not less than weekly intervals or as determined in consultation with the EMD.

7.5 Freshwater Ecology Services

A Freshwater Ecologist who is registered / certified as a Professional Natural Scientist with the South African Council for Natural Scientific Professions (SACNASP) who has at least (5) five years' onsite rehabilitation of wetlands experience, as well as experience in urban freshwater systems, stormwater management and maintenance.

The provision of specialised knowledge, input and recommendations on matters related to construction, rehabilitation and management and maintenance of the wetland. These services are elaborated upon in 4.4.1 (b) above and the project brief below.

7.6 Public Participation Facilitator Services

A Public Participation Facilitator who has experience working with previously disadvantaged communities with at least 1 (one) project listed on CV.

The provision of input and facilitation services for public participation during the Concept and Viability, Design Development, and to a limited extent, into the Contract Administration and Inspection (construction) stages as required by the Principal Consultant and Client.

7.8 Health and Safety Services

A Health and Safety Agent registered with the South African Council for Project and Construction Management Professions (SACPCMP); to draft the health and safety specifications required for this tender and to act as the employer's Health and Safety Agent during construction. Services for this tender are to include but are not limited to the following:

- (a) Drafting of health and safety specifications
- (b) Input and review of conceptual and detail designs in terms of the OHS Act 1993, (Act No 85 of 1993) and the Construction Regulations, 2014.
- (c) Evaluation of Health and Safety documentation of Contractor
- (d) Attend monthly site meetings
- (e) Conduct bi-monthly site visits
- (f) Compile monthly Health and Safety Report

7.10 Land Surveyor

A Land Surveyor with at least five (5) years' experience.

A detailed survey of the site is required. The extent of such a survey will need to be agreed during stage one of the project. At site hand over the land surveyor will identify all boundary pegs and establish a datum point for the project.

8. USE OF REASONABLE SKILL AND CARE

The Service Providers' attention is drawn to the fact that the works related to the project is located along a major pedestrian route, is in close proximity to the extremely important and busy N2 and is traversed by pedestrians commuting from the surrounding areas on a daily basis. Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to the road authority, as well as motorised and non-motorised road commuters and pedestrians.

The presence of two underground bulk water lines, 1 615mm and 840mm in diameter respectively, and a 300mm diameter sewer main on the site is going to require special attention in order to ensure that it is not damaged during construction, as well as to ensure that new infrastructure or structures are not undermined should these lines be ruptured or burst at some time in the future. Further information with regards to these services must be sought from the relevant line departments within the City of Cape Town.

Furthermore, the presence of two electricity overhead lines on the site, Eskom and the City of Cape Town's, is also going to require special attention in order to ensure that this infrastructure is not damaged or compromised during construction. Further information with regards to these services must be sought from the relevant line department within the City of Cape Town, as well as Eskom. Reasonable skill and care shall also be applied during the detailed design stage to ensure that new infrastructure or structures are not located in areas where it will be undermined should problems with these overhead lines occur.

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, and is

to confirm all service locations and specifications with the relevant Service Departments and responsible parties.

9. BRIEF

The purpose of this contract is to procure the Professional Services necessary for the transformation of the existing degraded project site into a safe, accessible, multifunctional and well operated wetland parkland that will contribute to urban sustainability. This will include, in general terms, the rehabilitation of the wetland, improvement of the stormwater system, regeneration of the open space, and improving the well-being of the surrounding community.

The services to be provided in terms of this contract include, *inter alia*, an initial in-depth analysis of the status quo (in and around project site), a conceptual urban design framework (with a focus on linking public open spaces and the non-motorised transport network), detailed civil and landscape architectural designs, public participation processes where required, project cost estimates including implementation, compilation of tender documentation, on-site supervision of the construction contract works and an Operational Maintenance Management Plan which may include service level agreements between the relevant asset owners for the entire parkland in order to ensure the long term sustainability of the facility after implementation.

The engineering services to be provided in terms of this contract include, *inter alia*, the Planning, Studies, Investigations and Assessments, Normal Services and Additional Services as broadly described in the relevant sections of the **Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015** as gazetted in Government Gazette No. 39480, 4 December 2015, as amended or amplified by the Specific Project Requirements below.

If there is any conflict between the Specific Project Requirements above, and the aforementioned Guideline, the Specific Project Requirements shall take precedence.

While predominantly of a civil engineering nature, this project does require the services of a Landscape Architect and other services, as described fully above, 4-7 of the Scope of Work.

The engineering component of the construction cost (for the purposes of adjusting the fees) shall include a pro rata portion of the preliminary items, plus all other construction costs, excluding items for street furniture (typically bollards, benches, tree surrounds built into paving, and tree cages), irrigation (if required, including trenching and ducts) and soft landscaping (plants and planting medium).

The architectural component of the construction cost (for the purposes of adjusting the fees) shall include a pro rata portion of the preliminary items, plus all items in respect of street furniture (typically bollards, benches, tree surrounds built into paving, and tree cages), irrigation (if required, including trenching and ducts), soft landscaping and paved pedestrian areas (the paving surface layer only, excluding edge restraints).

There is an anticipated overlap between the engineering component and landscape architectural component with respect to the paving layer of paved pedestrian areas, the pathway through the wetland and the detention pond. Preliminary items will be pro-rated according to the construction cost of each component (excluding the preliminary items). Retaining walls (if applicable) are regarded as forming part of the engineering component.

10. Time Frames/Milestones

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

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

11. REFERENCE DATA

A copy of the initial Record of Decision and approved Site Development Plan referred to in the Section 1 of the Scope of Work: Background is available for inspection at the offices of the Employer during the tender period.

Copies of previous reports done with reference to the wetland area is available for inspection at the offices of the Employer during the tender period.

Copies of these will be made available to the appointed Service Provider for reference purposes.

12. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

13. PROCUREMENT

13.1 Preferential Procurement

The Works shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** where preferences are granted in respect of B-BBEE contribution.

Financial penalties, as described in the **Preference Schedule**, shall be applied in the event that the Service Provider is found to have breached any of the conditions contained in the **Preference Schedule** (unless proven to be beyond the control of the Service Provider).

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

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

Notwithstanding the restriction on sub-contracting as described on the **Preference Schedule**, it is recognised that sub-contracting is an integral part of the built environment, which the conditions of contract make provision for.

In order, however, to comply with the requirements of the **Preference Schedule**, the Service Provider shall submit to the Employer's Agent, on a monthly basis, a **B-BBEE Sub-contract Expenditure Report**. The format of this report is provided in Annex 2 attached.

The Service Provider shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practice of the B-BBEE status level of every sub-contractor employed by the Service Provider. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

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

13.3 Forms for contract administration

The **B-BBEE Sub-contract Expenditure Report** is required for monitoring the Service Provider's compliance with the sub-contracting conditions of the **Preference Schedule**.

The **Joint Venture Expenditure Report** is required for monitoring the joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference points in respect of its consolidated B-BBEE scorecard.

14. 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.

15. MANAGEMENT MEETINGS

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

All charges in respect of attendance at meetings and the provision of secretarial services shall be included in the tendered basic fee (C2.2 Activity Schedule).

16. CLAIMS FOR PAYMENT

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

17. 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 AND URBAN DEVELOPMENT AUTHORITY (TDA): ENVIRONMENTAL MANAGEMENT

CONTRACT NO. 165C/2017/18

PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND PARKLAND:
ERF 32680 AND 29865

C3.2 Annexes

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

ANNEX 1

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT NO.Value of the contract (as defined in
Schedule 24: Preferencing Schedule) (P*)

R

B-BBEE Status Level of F

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 work (exc
Sub-contractor A		R	R
Sub-contractor B		R	R
Sub-contractor C		R	R

Documentary evidence to be provided

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. 165C/2017/18

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO. _____

Value of the contract (as defined in
Schedule 23: Preferencing Schedule) (P*)

R

B-BBEE Status Lev

Name of Joint Venture partner (list all)	B-BBEE Status Level of each JV partner as at contract award	Percentage contribution of JV partner per JV Agreement ¹ A	Total value of JV partner's contribution (excl. VAT) ¹ B = A% x P*	Val co
		%	R	R
		%	R	R
		%	R	R

¹ Documentary evidence to be provided**Signatures**Declared by Contractor
(Service Provider) to
be true and correct: _____

Date: _____

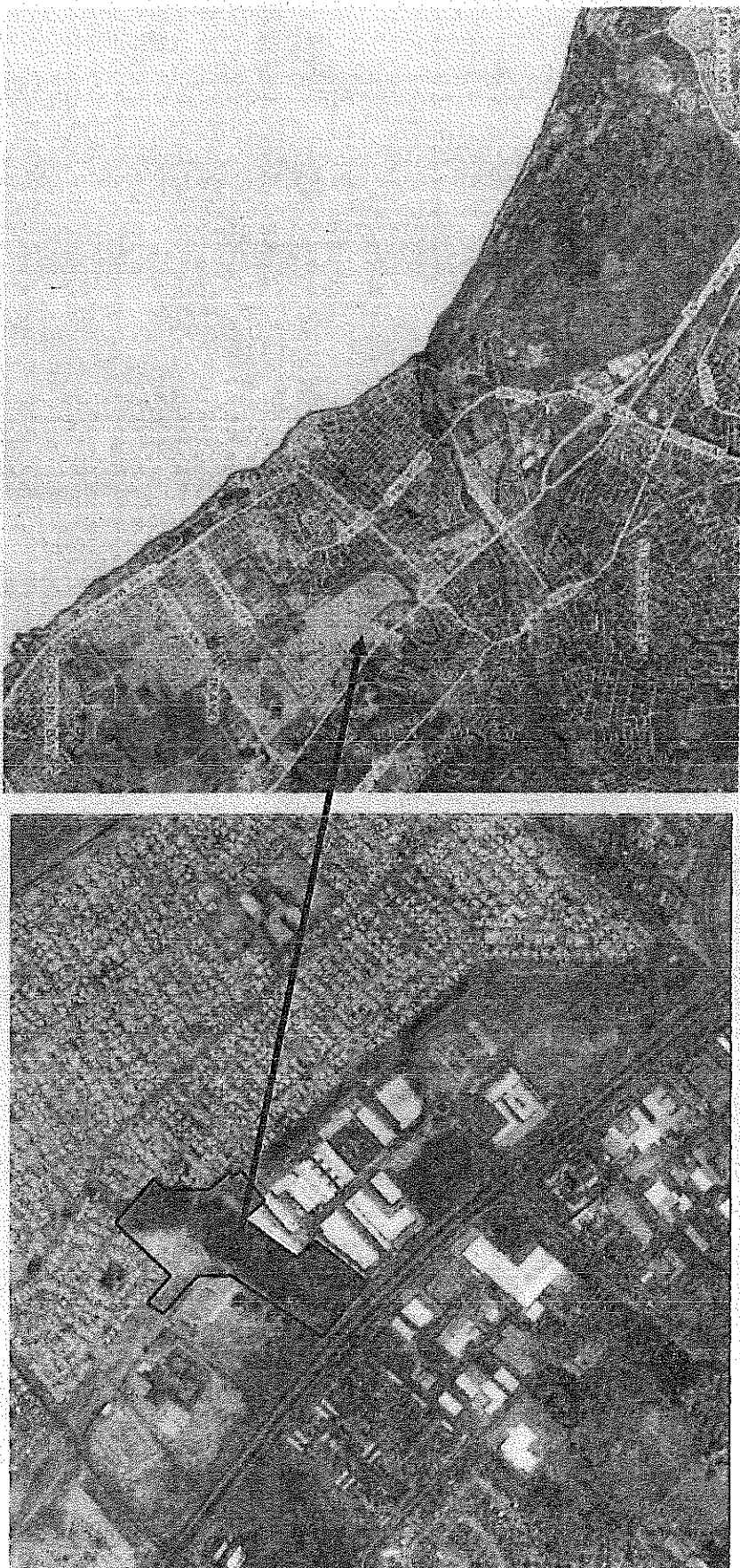
Verified by Employer's
Representative: _____

Date: _____

Part C4: Site Information

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C4.1 Site Plan



CITY OF CAPE TOWN
PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN OF ASANDA VILLAGE WETLAND PARKLAND: ERF 32680 AND 29865
CONTRACT NO. 165C/2017/18
ENVIRONMENTAL MANAGEMENT

Contract
Part C4: Site Information
Reference No. 165C/2017/18

118 C4
Site Information

TRACK RECORD

CIVIL & STRUCTURAL

CLIENT	NTA REFERENCE AND PHONE NUMBER	PROJECT TITLE	OWS RESPONSIBILITY	CONTRACT VALUE (VAT INCLUDED)	DURATION (FROM - TO)
City of Cape Town		Upgrading of Nomzamo Smart Park	Design of Civil Engineering Services	5 Million	Feb 2015 - Dec 2015
City of Cape Town		Upgrading of Sagaloda Smart Park	Design of Civil Engineering Services	6 Million	Construction Phase
City of Cape Town		Upgrading of Voortrekker Park Resort	Design of Civil & Structural Engineering Services	N/A	Design Phase
City of Cape Town		Construction of Spray Park in Nyanga	Design of Civil Engineering Services	3.5 Million	August 2013- Nov 2014
City of Cape Town		Construction of Spray Park in Ocean View	Design of Civil Engineering Services	3.5 Million	August 2013- Nov 2014
City of Cape Town		Construction of Spray Park in Nyanga	Design of Civil Engineering Services	3.5 Million	August 2013- Nov 2014
City of Cape Town		Construction of Spray Park in Scottsville	Design of Civil Engineering Services	3.5 Million	August 2013- Nov 2014
South African National Botanical Institute		Provision of Professional Services for Civil and Structural Engineering Services	Design of Civil Engineering Services	5 Million	Design Phase
Department of Public Works		Provision of Professional Services for Civil and structural Engineering Services	Design of Civil Engineering Services	30 Million	Sept 2014 - Dec 2015
City of Cape Town		Rehabilitation of Synthetic Turf - Philippi	Design of Civil Engineering Services	5 Million	April 2015 - May 2016
City of Cape Town		Proposed Synthetic Turf - Gugulethu	Design of Civil Engineering Services	4.5 Million	April 2015 - May 2016
City of Cape Town		Provision of Professional Civil Engineering services for Vaalfontein Cemetery	Design of Civil Engineering Services	13.5 Million	Tender Phase completed Awaiting EIA approval

CLIENT	TAC REFERENCE AND PHONE NUMBER	PROJECT TITLE	OWS RESPONSIBILITY	CONTENT VALUE (VAT INCLUDED)	DURATION (FROM - TO)
City of Cape Town		Provision of Professional Civil Engineering services for Welmoed Cemetary	Design of Civil Engineering Services	6.5 Million	Feb 2015- April 2016
City of Cape Town		Provision of Professional Civil Engineering services for Rusthof Cemetary	Design of Civil Engineering Services	6.5 Million	Feb 2015- April 2016
City of Cape Town		Provision of Professional Civil Engineering services for Metro South Cemetary	Design of Civil Engineering Services	6.5 Million	June 2015-September 2016
Private Developer		ABT Mosque - Ottery	Design of Stormwater Infrastructure	2.5 Million	Construction Phase
College of Cape Town		College of Cape Town	Design of Stormwater Infrastructure	5.7 Million	Construction Phase
City of Cape Town		Upgrade of Strandfontein Road - M17 - Phase 2	Investigation and relocation of existing services. Design and management of stormwater system	6 Million	Jan 2012 - Jan 2013
City of Cape Town		Upgrade of Gordon,s Bay - Stormwater	Design and Supervision of the Installation of Stormwater of Catchment A, B, C and D	Catchment A: 10 Million	March 2011- August 2012
City of Cape Town		Upgrade of Strandfontein Road - M17 - Phase 1	Investigation and relocation of existing services. Design and management of stormwater system	5 Million	May 2009 - Nov 2010
City of Cape Town		Lonston Road - Hanover Park	Augmentation of Stormwater Reticulation	1.5 Million	August 2008
City of Cape Town		Provision of Professional Services for the Upgrading of Enkanini Informal Settlement	Project Manager and design of Civil Engineering Services	50 Million	Jan 2013 - June 2014
City of Cape Town		Provision of Professional Services for the Upgrading of Tambo Square Gugulethu Informal Settlement	Project Manager and design of Civil Engineering Services and Site Supervision	8 Million	June 2013 - June 2014
City of Cape Town		Design and Construction Supervision of the Somerset West Public Transport Interchange	Project Manager and design of Civil Engineering Services and Site Supervision	30 Million	June 2013 - June 2015
PGWC		Valkenberg Hospital - Design and Construction of Civil Engineering Services	Design and Supervision of the installation of Civil Engineering Services	25 Million	Design Phase

CLIENT	TAC REFERENCE AND PHONE NUMBER	PROJECT TITLE	OWS RESPONSIBILITY	VALUE (VAT INCLUDED)	DURATION (FROM - TO)
Private Developer		Hindle Park Development - Kuilsriver	Design and Supervision of the installation of Civil Engineering Services and Supervision	10 Million	Jan 2013 - Feb 2014
Private Developer		Lions Hill Development - Phase 1	Design and Supervision of the installation of Civil Engineering Services	50 Million	Design Phase / On hold
CTICC & CoCT		Cape Town International Convention Centre - Phase 2	Design and Supervision of the installation of Civil Engineering Services	18 Million	Preliminary Phase / A tender process was followed
Private Developer		Ottery Housing Development - Ferness - Phase 1	Design and Supervision of the installation of Civil Engineering Services	18 Million	August 2013
Private Developer		Rondebosch Hospital	Design and supervision Civil and Structural Engineering Services	15 Million	March 2012
Garden Cities		J. Multi Purpose Centre - Sunningdale	Design and supervision Civil and Structural Engineering Services	10 Million	May 2011
City of Cape Town		Hospital bend - Upgrading Westbound and Eastbound Pre selection Lanes	Investigation and re-location of existing services	15 Million	Jan 2008 - May 2010
City of Cape Town		Eerste River Multi Purpose Centre	Design and supervision Civil and Structural Engineering Services	12 Million	June 2010
Cape Town Film Studios		Cape Town Film Studios Phase 1 - Construction of Civil Engineering Services	Design and Supervision of the installation of Civil Engineering Services	30 Million	Feb 2009 - Dec 2009
Private Developer		Somerset Development - Group C	Design and Supervision of the installation of Civil Engineering Services	1.1 Million	March 2009
City of Cape Town		Mitchell's Plain Phase 1 - Housing Project - Civil Engineering Services for Freedom Park Low cost housing	Design and Supervision of the installation of Civil Engineering Services	7 Million	Oct 2007 - Mar 2008
City of Cape Town		Mitchell's Plain Phase 1 - Housing Project - Civil Engineering Services for TA4 - Tafelsig	Design and Supervision of the installation of Civil Engineering Services	4 Million	Oct 2007 - Mar 2008
Private		Hindle Park-Blue downs -Housing Project	Design and supervision of Civil Engineering Services	1.5 x 10 ⁶	November 2008
Architect		Nerissa Heights	Design and supervision of Civil Engineering Services	1.5 Million	April 2010
PGWC		Hermon Riebeek Kasteel - Trunk Road 24/1 Rehabilitation, Upgrading and Reseal	Investigation and re-location of existing services	3.8 Million	Oct 2006- Dec 2007
City of Cape Town		Mitchell's Plain Phase 1 - Housing Project - Civil Engineering Services for EA1 - Eastridge	Design and Supervision of the installation of Civil Engineering Services	5 Million	Jan 2007 - May 2007

CLIENT	TAC REFERENCE AND PHONE NUMBER	PROJECT TITLE	OWS RESPONSIBILITY	CONTENT VALUE (VAT INCLUDED	DURATION (FROM - TO)
City of Cape Town		Mitchell's Plain Phase 1 - Housing Project - Civil Engineering Services for TA2 - Tafelsig	Design and Supervision of the installation of Civil Engineering Services	4 Million	Jan 2007 - May 2007
Private Developer		Civil and Structural Engineering Services for Broad Road Medical Centre	Design and Supervision of the installation of Civil Engineering Services	50 Million	Feb 2006 - October 2007

TRACK RECORD

ENVIROMENTALIST

Land Surveyor

PERSONNEL SCHEDULE

27 July 2017

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	EXPERIENCE (yrs)
	Professional Surveyor	Chief Surveyor	NHD Survey SAGC	41
	Professional Land Surveyor	Land Surveyor	BSc Survey BSc Aerir SAGC	26
	Professional Land Surveyor	Land Surveyor	SAGC	15
	Surveyor	Surveyor	ND Survey SAGC	11
	Surveyor	Project Leader	ND Survey	25
	Surveyor	Surveyor	ND Survey	23
	Surveyor	Surveyor	ND Survey	11
	Surveyor	Surveyor	ND Survey	5
	Surveyor	Surveyor	ND Survey	4
	Surveyor	Surveyor	ND Survey	6
	Assistant Surveyor	Assistant Surveyor	ND Survey	3
	Assistant Surveyor	Assistant Surveyor	NQF4	5
	Assistant Surveyor	Assistant Surveyor	NQF4	2
	Surveyor	CAD Technician	ND Survey	8
	Surveyor	CAD Technician	ND Survey	8
	Surveyor	CAD Technician	ND Survey	4
	Surveyor	CAD Technician	ND Survey SAGC	4
	Office Manager	Office Manager	NQF4	14

Track Record (not a full record)			
Title and description	Value of contract (to FCG)	Employer	Date commenced and ended
2015 Design City Workshop: Asanda Wetland Park	Pro bona specialist input	City of Cape Town	2015
EIA for Heritage Park (upstream of Asanda)	± R30 000	Heritage Park	2002-2005
Audit of stormwater management on Heritage Park site	± R 25 000	Heritage Park	2017
DWS Risk Assessment and temporary Maintenance and Management Plan for the treatment of stormwater runoff through the Asanda wetland	± R 20 000	City of Cape Town (through	2017
Paardevelei wetland - Input into wetland design and management – rehabilitation plan, detailed design, implementation, OEMP, WULA submission, ongoing monitoring and evaluation	± R 300 000		2009-2016
River Corridor Plan for the Kleine Stink River	± R 50 000	City of Cape Town	2013
River Corridor Plan for the Sir Lowry's Pass River with rehabilitation measures	± R 60 000	City of Cape Town	2017
Technical Manual for River Rehabilitation in South Africa	R1 000 000	Water Research Commission	2016
Dawidskraal River rehabilitation and MMP	FCG component: ±R 100 000 total		2017 (ongoing)

