

**CONTRACT DOCUMENT**

FOR THE

**PROVISION OF PROFESSIONAL SERVICES:
BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY**

(RETURNABLE DOCUMENT)

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 84** of this document (see also Clause F.4.4 Invalid tenders on **page 24**).
- Table 7: Level of contribution tender preference claim (B-BBEE contribution) is on **page 80** of this document.

ISSUED BY:

**DIRECTOR : TDA BUSINESS
RESOURCE MANAGEMENT
CITY OF CAPE TOWN**
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

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

1.

2.

3.

DECEMBER 2017

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

CONTRACT NO. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

General Tender Information

TENDER ADVERTISED	:	8th December 2017
CLARIFICATION MEETING	:	10h00 on 22 nd January 2018 (Not compulsory but strongly recommended)
VENUE FOR CLARIFICATION MEETING	:	MEETING ROOM 2, 6TH FLOOR, PODIUM BLOCK, CIVIC CENTRE, HERTZOG BOULEVARD, CAPE TOWN
CLOSING DATE:	:	15 FEBRUARY 2018
CLOSING TIME :	:	10h00
CLOSING VENUE	:	Tender Box 132 at the Tender Submission Office, 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town
TENDER BOX 132	:	THE TENDER DOCUMENT (WHICH INCLUDES THE FORM OF OFFER AND ACCEPTANCE) COMPLETED IN ALL RESPECTS, PLUS ANY ADDITIONAL SUPPORTING DOCUMENTATION REQUIRED, MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE NAME AND ADDRESS OF THE TENDERER, THE TENDER NO. AND TITLE, THE TENDER BOX NO. AND THE CLOSING DATE INDICATED ON THE ENVELOPE. THE SEALED ENVELOPE MUST BE INSERTED INTO THE APPROPRIATE OFFICIAL TENDER BOX BEFORE CLOSING TIME.

IF THE TENDER OFFER IS TOO LARGE TO
FIT INTO THE ABOVEMENTIONED BOX OR
THE BOX IS FULL, PLEASE ENQUIRE AT THE
PUBLIC COUNTER (TENDER DISTRIBUTION
OFFICE) FOR ALTERNATIVE INSTRUCTIONS.
THE ONUS REMAINS WITH THE TENDERER
TO ENSURE THAT THE TENDER IS PLACED
IN EITHER THE ORIGINAL BOX OR AS
ALTERNATIVELY INSTRUCTED.

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PART T1: TENDERING PROCEDURES

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CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT
Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY.

T1.1 TENDER NOTICE AND INVITATION TO TENDER

The **CITY OF CAPE TOWN**, Director: TDA Business Resource Management invites tenders for Tender No. 198C/2017/18, **PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY.**

Tenderers must be registered on the city of Cape Town's vendor database.

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

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

The physical address for collection of tender documents is:

Tender distribution office, 2nd floor (concourse level), civic centre, 12 Hertzog Boulevard, Cape Town.

Documents may be collected during working hours between 08:30 – 13:00 and 14:00 - 16:00 from the tender distribution office. For further information regarding tender documents contact _____, phone (_____) _____.

A non-refundable tender deposit 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 the issue of these documents may be addressed to _____ Tel no. _____, fax _____, e-mail _____ and should send a copy of any email regarding this tender to _____ y at e-mail _____.

A non-compulsory but strongly recommended clarification meeting will be held at the time and venue indicated on page 1 of this document.

The closing time for receipt of tenders is 10h00 on the 15th 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.

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

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see www.cidb.org.za) which are reproduced for the convenience of tenderers from page 30.

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 Tender Data Number

F.1 General

F.1.1 Actions

Add the following:

The Employer is the City of Cape Town, represented by the Director: TDA Business Resource Management ("the Employer's representative").

F.1.2 Tender Documents

Add the following:

The following documents form part of this tender:

- a. The **Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015)** as published by the Construction Industry Development Board. Tenderers must obtain copies at their own cost from the Construction Industry Development Board Pretoria, Tel: (012) 343 7136 or (012) 481 9030, Fax: (012) 343 7153, e-mail: cidb@cidb.org.za – as an Annex to this Tender Data for the convenience of tenderers (see the Compact Disk issued with this tender document, and marked C4);
- b. Board Notice 52 of 2010: **Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act, 2000, (Act No. 48 of 2000)** published in Government Gazette No. 33102 (referred to in par 6 of Part C3.1 Scope of Work, starting on page 111

This tender document (which is also supplied in electronic format on the compact disk issued as part of the tender – see F4.10 in this regard) issued by the Employer (Tender No. 198C/2017/18), in respect of: PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY, in which is bound:

The Tender

Part T1: Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable Documents

T2.1 List of returnable documents

T2.2 Returnable schedules

The Contract

Part C1: Agreements and contract data

- C1.1 Form of offer and acceptance
- C1.2 Contract data
- C1.3 Occupational Health and Safety Agreement

Part C2: Pricing data

- C2.1 Pricing Assumptions
- C2.2 Pricing Schedule

Part C3: Scope of work

- C3.1 Scope of Work
- C3.2 Appendix

Part C4: Background information

- C4.1 Additional documents including CIDB Standard Professional Service Contract
- C4.2 Background document

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

F.1.4 Communication and Employer's agent

Add the following:

Attention is drawn to the fact that verbal information given by the Employer's agent prior to the close of tenders will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the tender documents.

The Employer's agent, for the purposes of any communication between the Employer and Tenderer and for other purposes as described in this Contract Document, is:

Name: Dawie Bosch
 Postal address: 14th Floor Civic Centre Tower Block
 12 Hertzog Boulevard
 Cape Town
 8000

Tel: 021 400 9135

Fax: 086 201 2858

E-mail: Dawie.Bosch@capetown.gov.za

The Employer's agent may delegate the functions described above.

F.1.6.2 Competitive negotiation procedure

Add the following to F.1.6.2

A competitive negotiation procedure will not be followed.

F.1.6.3 Proposal procedure using the two-stage system

Add the following to F.1.6.3

A two-stage system will not be followed.

1. F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

Add the following to F.2.1.1

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

F.2.1.1.1 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

F.2.1.1.2 Local office

In order to be considered for an appointment in terms of this tender, tenderers must have an office in the Cape Town Municipal area or in a location in close proximity to such Municipal Area for the duration of the contract, through which all communication with the Employer will flow, and where the majority of work in terms of this tender will be carried out. The address of the local office must be indicated on SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE, Part T2.2: Returnable Schedules, and which will be regarded as the domicilium citandi et executandi for the purposes of any contract arising from this tender submission.

F.2.1.1.3 Attainment of minimum scores re Key Personnel and Panel of Additional Specialists

- (i) As the work required in terms of this tender is of a complex nature, and requires considerable expertise and experience, it is essential that suitably qualified and experienced personnel be provided by the successful Tenderer. The Tenderer shall provide the Key Personnel, and a Panel of Additional Specialists referred to below.
- (ii) The following is an eligibility requirement for this tender: The offer by the Tenderer of all Key Personnel listed in TABLE 1 complying with the "Minimum requirements" listed in TABLE 1.
- (iii) The "Description" for each "Specialist" under "Advantageous Experience / Skill" set out in TABLE 1 and TABLE 2 are not eligibility requirements for this tender but shall be used for functional scoring as set out in F.2.1.1.8.

TABLE 1: LIST OF KEY PERSONNEL

KEY PERSONNEL			
Specialist	Description	Main Functional Area	Secondary Functional Areas
(a) Contract Lead	Minimum requirements: A consultant who has 7 years verifiable experience with major infrastructure initiatives or operation of a major business from a project management and / or business perspective or transport planning or transport engineering. The Contract Lead must have verifiable experience in managing multidisciplinary professional teams and integrating systems and projects. No single profession is identified for the Contract Lead; however, it is likely that the Contract Lead will be a transport planner, civil engineer or business consultant. The Contract Lead is expected to work closely with the Service Provider's Project Manager The Contract Lead may perform one or more of the roles of Specialist below in addition to acting as contract lead, provided that the	F1 Business Plan	F2 Business Analysis F3 Business Design F4 Business Improvement F5 Ancillary support

KEY PERSONNEL			
Specialist	Description	Main Functional Area	Secondary Functional Areas
	Specialists offered and methodology statement convincingly shows that the Contract Lead will have sufficient capacity to fulfil the role as Contract Lead in addition to the role(s) of such other Specialist(s).		
(b) Senior Business Strategist	Minimum Requirements: A business or management consultant or a lawyer, a professional transport planner or professional engineer or an Urban Development Professional who has an advanced business degree with at least 5 years verifiable post graduate national or international experience in the planning, implementation and operation of major operational business initiatives in the public transport or urban development environment.	F1 Business Plan	F2 Business Analysis F3 Business Design F5 Ancillary support
(c) Integrated Public Transport Planning Specialist	Minimum Requirements: A professional transport planner or engineer with 5 years verifiable experience in public transport planning encompassing a wide spectrum of public transport including BRT, rail, legacy bus systems and minibus-taxis. The consultant may not be an employee of a Public Transport Operator in Cape Town (as defined in sub-par F.2.1.1.3 (iv) below)). Advantageous Experience / Skill: Experience regarding a BRT system and especially a Full BRT system (as defined in sub-par F.2.1.1.3(iv) below) will be advantageous. Preference will be given to consultants who have not consulted for Public Transport Operators in Cape Town. Whilst this specialist is not required to be an expert in modelling, the incumbent should preferably be familiar with financial models, transport modelling and land use modelling, and be able to demonstrate the ability to coordinate modelling processes and interpret and integrate modelling results / outputs. Preference will be given to a Specialist with verifiable experience in providing key institutional input or support to a Public Transport Authority or department with a similar scope. The term "institutional" includes "organisational" and "structural", and does not refer merely to administrative institutional support.	F2 Business Analysis	F2 Business Analysis F3 Business Design F4 Business Improvement F5 Ancillary support
(d) Cost modelling specialist	Minimum Requirements: A professional planner, financial modeller or engineer with 5 years' experience in cost modelling of public transport operations (including both costs and income/revenue). Advantageous Experience / Skill: Significant experience in developing and refining operational cost models of BRT systems will be advantageous.	F2 Business Analysis	F3 Business Design F4 Business Improvement F5 Ancillary support

TABLE 2: PANEL OF ADDITIONAL SPECIALISTS

PANEL OF ADDITIONAL SPECIALISTS			
Specialist	Description	Main Functional Area	Secondary Functional Areas
a) Service Provider's Project Manager	A consultant who has 5 years' verifiable experience with major infrastructure initiatives or operation of a major business from a project management perspective. The Service Provider's Project Manager must have verifiable experience in managing multidisciplinary professional teams and integrating systems and projects. The Service Provider's Project Manager will be responsible for all work streams, programming and deliverables in terms of this tender. Advantageous Experience / Skill: Preference will be given to a degree / post-graduate degree in project management or an MBA.	F1 Business Plan	F2 Business Analysis F3 Business Design F4 Business Improvement F5 Ancillary support
b) Business Parameter and Specifications Specialist	A management consultant or a lawyer or a professional transport planner or professional transport engineer or a built environment specialist with at least 7 years of direct verifiable experience developing business parameters and specifications for business units or contracts, describing the extent, nature, Business Structure and detail of services to be provided by contracted parties or a City / entity. Advantageous Experience / Skill: Preference will be given to experience in determining business / contract parameters and specifications between public sector organisations and private entities and for experience in a public transport environment, particularly for a consultant who was a principal member of a team that developed Operator Contracts for one or more Full BRT System.	F3 Business Design	F1 Business Plan F4 Business Improvement F5 Ancillary support
c) BRT Business Strategist	A business or management consultant or a professional transport planner or professional transport engineer with direct national or international experience involving the development of the Business Structure and or business plan for one or more Full BRT System. The consultant will have been the principal advisor or a key advisor in devising the Business Structure for at least one of these Full BRT Systems. The consultant may not be an employee of a Public Transport Operator in Cape Town. Advantageous Experience: Preference will be given to consultants who have not consulted for Public Transport Operators in Cape Town.	F1 Business Plan	F2 Business Analysis F3 Business Design F4 Business improvement strategies

PANEL OF ADDITIONAL SPECIALISTS			
Specialist	Description	Main Functional Area	Secondary Functional Areas
d) Rail Business Strategist	A business or management consultant or a professional transport planner or professional transport engineer with 5 years of direct verifiable experience involving input into the Business Structure and business plans for a rail system. Advantageous Experience / Skill: Experience spanning both the Passenger Rail Association of SA and other rail systems will be advantageous.	F1 Business Plan	F3 Business Design F5 Ancillary support
e) Legacy Road Based Public Transport specialist.	A business or management consultant or a professional transport planner or professional transport engineer with 5 years of verifiable experience involving input into the Business Structure and business plans for conventional bus systems. This includes 3 years of verifiable experience of advising on industry transition-related issues in changing to new business models regarding the scheduled bus industry. The consultant may not be an employee of a Public Transport Operator in Cape Town. Advantageous Experience: Preference will be given to consultants who have not consulted for Public Transport Operators in Cape Town.	F1 Business Plan	F3 Business Design F5 Ancillary support
f) Minibus taxi specialist	A business or management consultant or a professional transport planner or professional transport engineer with 5 years of verifiable experience involving input into the Business Structure and business plans for the minibus-taxi industry, or regarding transformation of this industry. This includes 3 years of verifiable experience of advising on industry transition-related issues in changing to new business models regarding the minibus-taxi industry. The consultant may not be an employee of a Public Transport Operator in Cape Town. Advantageous Experience / Skill: Preference will be given to consultants who have not consulted for Public Transport Operators in Cape Town.	F1 Business Plan	F3 Business Design F5 Ancillary support
g) Human Settlements Institutional and Finance Specialist	A business or management consultant or an Urban Development Professional or a lawyer with 7 years direct experience involving the institutional and financial mechanisms applicable to publicly-assisted housing provision, including social/ affordable housing. Advantageous Experience / Skill: Preference will be given to consultants who demonstrate the following: • Provided input into applicable human	F1 Business Plan	F3 Business Design F5 Ancillary support

PANEL OF ADDITIONAL SPECIALISTS			
Specialist	Description	Main Functional Area	Secondary Functional Areas
	settlements regulatory frameworks and / or policy - Analytical experience with Housing finance / subsidies. - Input into operational business models of Social Housing Institutes.		
h) Town / Spatial Planning Specialist	A specialist with 7 years of verifiable experience in spatial planning, policy development and land use management at a combination of scales including metropolitan, corridor, precinct and site level Advantageous Experience / Skill: Preference will be given to experience in the development of land-use mechanisms such as land value capture. The specialist should ideally demonstrate experience working on private sector and public sector Transit Oriented Development Related Projects.	F1 Business Plan	F3 Business Design F4 Business improvement strategies F5 Ancillary support
i) Public Transport Operations Specialist	A consultant with a university degree in transport logistics, transport engineering or transport planning or other similar qualification with at least 7 years relevant operational experience with a proven track record, alternatively, if no such degree, with at least 10 years' experience in public transport operations. Advantageous Experience / Skill: Preference will be given to consultants with significant experience in BRT environments or using up-to-date technologies to facilitate better public transport operations.	F2 Business Analysis	F3 Business Design F5 Ancillary support
j) Urban Infrastructure Cost Modelling Specialist	A specialist who is a professional planner, financial modeller or engineer with 5 years' experience in cost modelling of capital and operational costs and revenues associated with urban infrastructure and human settlements provision.	F2 Business Analysis	F1 Business Plan F3 Business Design F5 Ancillary Support
k) Legal Specialist	A lawyer with at least 5 years' verifiable experience in the law related to public transport or Urban Development. The specialist must demonstrate exposure and work on a wide range of legal issues relevant to public transport and / or other Urban Development issues. This specialist must also have extensive experience in developing contract parameters / contracts between public sector organisations and private entities. Advantageous Experience / Skill: Preference will be given to experience in a public transport or Urban Development environment.	F3 Business parameters	F5 Ancillary support

PANEL OF ADDITIONAL SPECIALISTS			
Specialist	Description	Main Functional Area	Secondary Functional Areas
l) Facility Management Specialist	A specialist with 10 years' experience in a facility management-related field with a proven track record in contracting and managing facility management services. Advantageous Experience / Skill: Preference will be given to experience in a public transport environment.	F3 Business parameters	F5 Ancillary support
m) Information Technology Specialist	A specialist with 5 years' experience in the business design of Information Technology programmes or applications that are smart-phone compatible. Advantageous Experience / Skill: Preference will be given to verifiable experience in the business design of mobility-based applications, including all forms of transport.	F3 Business parameters	F4 Business improvement strategies F5 Ancillary support
n) Property Economist and Market Specialist	A specialist with 7 years combined and verifiable experience in the field of property economics and market research, property finance, land and development feasibility, land value capture and retail development. Advantageous Experience / Skill: Preference will be given to specialists with experience in the public transport sector and Transit Oriented Development.	F4 Business improvement strategies	F1 Business Plan F2 Business Analysis F5 Ancillary support

(iv) In TABLE 1 and TABLE 2 and in the remainder of this tender the following terms shall have the meaning ascribed below unless the context indicates differently:

- (1) The term "BRT" means Bus Rapid Transit as defined by the Institute for Transportation and Development Policy (New York), but shall be read for the purposes of TABLE 1 and TABLE 2 as including other public transport systems making use extensively of technology to optimise and improve the performance of the systems;
- (2) "Business Structure" means contracting arrangements between any public organisation (such as the City) and private contractors and between different contracted services themselves, such as how many operators are needed, and what the role is of public the organisation vs. contractors;
- (3) "Full BRT Systems" are deemed to be the BRT systems of the following cities: Brisbane, Ottawa, Eugene, Los Angeles (Orange Line), Mexico City, Guadalajara or Monterrey, Mexico (Mexico), León, Guatemala City, Bogotá, Pereira, Lima, Quito, Guayaquil, Goiânia, São Paulo, Curitiba, Rouen, Ahmedabad, Guangzhou, Istanbul (Metrobus), Dar es Salaam, Jakarta, Seoul, Cape Town and Johannesburg; experience in other mass rapid transport systems will also be considered provided that the tenderer submits evidence to substantiate benefit to BRT components of the Cape Town public transport system;
- (4) "Functional Areas" refers to the functional areas listed in Part C3.1 Scope of Work;
- (5) "Public Transport Operator in Cape Town" means public transport operators in Cape Town, including legacy bus services such as GABS and Sibanye, and minibus-taxi operators and associations, and includes MyCiTi Vehicle Operating Companies (VOCs). The City of Cape Town, including Transport and Urban Development Authority (TDA) (and its predecessors such as Transport for Cape Town and Transport Ro-

and Stormwater) and its MyCiti service (in as far as this is designed and managed by the City), is not a public transport operator, and therefore consulting for the City of Cape Town regarding any public transport service is not considered as consulting for a Public Transport Operator;

- (6) "Specialist" means the Key Personnel listed in TABLE 1 and the Additional Specialists listed in TABLE 2;
- (7) "TOD" means Transit Orientated Development;
- (8) "Transit Orientated Development Related Projects" is defined / elaborated on in the City's TOD Strategic Framework and means single or combined urban development projects that includes a mixture of housing, office, retail and/or other amenities integrated into a walkable precinct and are considered to be adequately served by public transport;
- (9) "Urban Development Professional" means a Specialist with a recognised qualification in the field of Engineering or Urban Planning or Architecture or Property or Property Studies or a related field, and "Urban Development" shall have a corresponding meaning.

F.2.1.1.4 Support resources

Key Personnel must have access to, and familiarity with, a computer software package and/or programming that is capable of accurately:

- (i) tracking activities, resources and costs;
- (ii) presenting, documenting, facilitating and producing outputs and segments of work related to each Functional Area, including access to and familiarity with the EMME model.

Details of the software package that will be used must be indicated on SCHEDULE 10: SUPPORT RESOURCES, Part T2.2: Returnable Schedules.

F.2.1.1.5 Professional indemnity insurance

The Employer shall not award a contract to any tenderer that does not hold valid professional indemnity (PI) insurance providing cover in an amount of not less than R50 000 000 in respect of claims during the period of insurance. Where a tender is submitted by a joint venture, or by a primary tenderer who subcontracts work to another person or entity, the tendering party is required to hold PI insurance in this regard that covers each party forming part of the joint venture or being subcontracted; however each party need not be covered independently for PI insurance.

Proof of insurance must be submitted with the tender, appended to SCHEDULE 11: PROFESSIONAL INDEMNITY INSURANCE, Part T2.2 : Returnable Schedules.

Alternatively, confirmation from a reputable Insurance Broker that the Tenderer is eligible for the prescribed professional indemnity insurance cover, or for such additional insurance cover as may be required (which confirmation may be subject to reinsurance support), should he/she be awarded the contract must be submitted with the tender, appended to SCHEDULE 11: PROFESSIONAL INDEMNITY INSURANCE, Part T2.2: Returnable Schedules.

On request of the Employer such Tenderer must supply proof of such insurance being in place, and failure to do so may render the tender non-responsive.

F.2.1.1.7 Minimum score for quality

In order to be considered for a contract in terms of this tender, tenderers must meet a minimum score of 70% in the last row of TABLE 6.

F.2.1.1.8 Functional scoring

- A. The quality of the Tenderers and their bids will be evaluated taking into account the following broad considerations:

(i) Statement of Methodology, Management and Integration (Statement of Methodology)

A Statement of Methodology must be provided with the tender submission, attached to SCHEDULE 15: PROPOSED STATEMENT OF METHODOLOGY, MANAGEMENT AND INTEGRATION (STATEMENT OF METHODOLOGY).

The Statement of Methodology will be assessed as part of the functional scoring of this tender. This Statement of Methodology must set out the Tenderer's planned approach and methodology to deliver: (1) the Key Initial Deliverables in Functional Area 1; (2) the activities and outputs as set out in par 7 par 11 of C3.1 Scope of Work; and (3) the other elements of the tender where reference is made to the Statement of Methodology.

In evaluating the statement of methodology, the following criteria will be taken into account:

a) Understanding of tender requirements:

Does the Statement of Methodology provide sufficient detail to indicate that the Tenderer has understood and correctly interpreted the Scope of Works?

b) Overarching methodology and approach regarding the Key Initial Deliverables:

The Tenderer must indicate the approach and methodology that they intend following in order to reach the required outcomes for:

- The Key Initial Deliverables and activities and outputs indicated in Functional Area 1 as set out in par 7 of C3.1 Scope of Work
- Deliverables, activities and outputs indicated in Functional Areas 2 - 6 of section C3.1 Scope of Work.

Are all Functional Areas, Key Deliverables activities and outputs appropriately covered in the Statement of Methodology in sufficient detail to satisfy the City that the Tenderer has good insight as to what challenges are to be overcome (the key issues), and what actions or activities are required, and that the Tenderer will deliver a professional service in terms of the required outputs?

c) Functional integration

- This tender includes multiple work streams, many of which are linked. It is important that the tenderer's approach and methodology reflects these linkages through an integrated approach. The Tenderer needs to ensure that each Functional Area of this tender will be conducted in an integrated and co-ordinated manner. Where multiple activities / projects / tasks / programmes regarding these Services are concurrently underway, the Tenderer will need to ensure that workstreams are integrated and informed by each other to ensure consistency in respect of assumptions, parameters and other relevant information.
- The extent to which the Contract Lead and Specialists can effectively contribute towards coordination of multiple tasks across the spectrum of core Functional Areas, where this will enhance integration between the different categories, must be demonstrated. See in this regard the requirements of par 15(c) in C3.1 Scope of Work.

d) Preliminary high level work plan for Initial Key Deliverables

- A preliminary high level work plan must be provided by the Tenderer inclusive of anticipated timeframes and activities, linked to proposed milestones for Initial Key deliverables set out in par 7 of C3.1 Scope of Work (Functional Area 1), with resource allocation indicated insofar as possible linked to the high level work plan. The preliminary high level work plan should demonstrate an integrated approach based on an understanding of the tender requirements, the methodology and approach to be adopted towards the Initial Key Deliverables.

e) Project management and facilitation

- Effective project management is required between concurrent activities/ projects/ programmes / tasks of the Services to expedite coordinated delivery of multiple workstreams, to achieve the required outcomes in an expedited manner.
- An organisation chart of the overall management and management structure required to manage the Tenderer's team must be provided, facilitating integrated and inter-dependent deliverables.
- The Tenderer must demonstrate the extent of verifiable project management experience with successful outcomes on similar complex projects, preferably in a public transport, urban planning and development, or the human settlements related field.

f) Availability / Allocation of resources of Tenderer

Tenderers must allocate resources according to the Key Initial Deliverables indicated in Functional Area 1 as set out in par 7 of C3.1 Scope of Work, as well as the activities and outputs indicated in Functional Areas 2 - 5 of section C3.1 Scope of Work.

- Tenderers must indicate what human resources that they have available and intend allocating to the work required to be performed in terms of this tender, and on what basis (that is, for what aspect of the work, and whether full or part time), if successful by way of SCHEDULE 16: PERSONNEL SCHEDULE (OTHER THAN SPECIALISTS);
- Where Tenderers must indicate the proportion of work that will be allocated to each of the persons proposed in the tender, and explain how a combined and integrated service will be achieved, and the Service Provider must, on an ongoing basis, manage its services so as to ensure such a combined and integrated service
- A non-personnel resource allocation schedule must be appended SCHEDULE 10: SUPPORT RESOURCES, Part T2.2: Returnable schedules.
- Note: Where the entity tendering is a joint venture this score will be awarded to each party to the joint venture, which will then be combined in proportion to the percentage contribution of each party to the joint venture, which the Tenderer is requested to declare.

The Tenderer must ensure that the information necessary to do the assessment required in the in the tables below can be identified easily from the Statement of Methodology.

The overall cohesion and integration of the Statement of Methodology in addressing all the Functional Areas, and in addressing the overall tender objective will be assessed in terms of the above criteria.

Whilst Part C3.2 – APPENDIX A: OTHER INITIAL DELIVERABLES on page 133 is included in the Scope of the tender, the Tenderer is not required in its Statement of Methodology to indicate its approach and methodology for delivering such listed Other Initial Deliverables. If the Tenderer does include explicit or implied references to the Other Initial Deliverables, the Tenderer's Statement of Methodology will be assessed by the City not taking into account such references.

(ii) Expertise of Key Personnel and Panel of Additional Specialists

- (a) As the work required in terms of this tender is considered to be of a technically complex nature, requiring considerable expertise, it is essential that suitably qualified and experienced personnel be assigned to the segments of work identified in C3.1 Scope of Work of this tender.
- (b) Key Personnel and Panel of Additional Specialists (jointly referred to as "Specialists") will be assessed through the functional scoring in TABLE 4 and TABLE 5 below. Where two sets of years of experience are required regarding different areas of experience in the description regarding a Specialist, the scoring in the column headed "Years relevant experience" in TABLE 4 and TABLE 5 shall be divided equally between the two sets.
- (c) The requirements regarding training, experience and expertise in TABLE 1 and TABLE 2 above will be evaluated in TABLE 4 and TABLE 5 below.

- (d) If the Tenderer offers Specialists with less experience or experience less relevant to the professional services (but still relevant to a degree) or with a lower level of skill than the description above, such members will still be scored, but will naturally receive a commensurately lower score.
- (e) In terms of the functional scoring, if a Tenderer offers a Specialist who demonstrates relevant training, experience or expertise which meets criteria classified above as being "advantageous", or regarding which "preference will be given" or similar wording in the above tables), the Tenderer will receive a commensurately higher score regarding higher levels of training, experience or expertise, as indicated in the scoring methodology referred to in paragraph (f).
- (f) The scoring regarding years of experience and of the "assessment of CV" referred to in TABLE 4 and TABLE 5 will be done using the scoring methodology set out in paragraph F.2.1.1.8 B(b) based on summary information provided via in SCHEDULE 9: KEY PERSONNEL AND PANEL OF ADDITIONAL SPECIALISTS as further supported through CVs (see paragraph 15(b) of the Scope of Work), a statement regarding each of the Specialists highlighting any particular fields of specialisation and experience that is relevant to specific Functional Areas and other supporting documents which should be cross-referenced in such schedule.
- (g) Scoring regarding "Track record" will be done based on information provided via SCHEDULE 12: TRACK RECORD.
- (h) The scoring will be subject to the minimum scoring requirements as explained in paragraph F.2.1.1.7.

B: Evaluation tables

- (a) Taking into account the provisions of par F2.1.1.8 A above
 - (i) Tenders will be evaluated based on the information provided by tenderers that address the factors listed under the "Criteria" columns of TABLE 3, TABLE 4 and TABLE 5 below.
 - (ii) Tenderers must provide adequate supporting information to enable the City to evaluate tenders according to the criteria in TABLE 3, TABLE 4 and TABLE 5 below;
 - (iii) The Statement of Methodology, Management and Integration (Statement of Methodology) as contemplated in Clause A(i) above must address the criteria in of TABLE 3, in addition to information provided by the Tenderer in returnable schedules.

TABLE 3: OVERALL EVALUATION OF STATEMENT OF METHODOLOGY

FUNCTION	CRITERIA	MAX POINTS	SCORE ACHIEVED
1. Understanding of tender requirements	a) Demonstrates an excellent understanding	10	>9
	b) Demonstrates good understanding		>7-9
	c) Demonstrates partial understanding but with most key elements understood		>5-7
	d) Insufficient understanding		≤5
2. Overarching methodology and approach	a) Demonstrates a comprehensive approach / methodology of high quality	50	>45
	b) Demonstrates a good approach / methodology		>36-45
	c) Demonstrates a partial approach / methodology but with most key elements addressed		>25-36
	d) Demonstrates an incomplete and/or insufficient approach / methodology		≤25
3. Functional integration	a) Demonstrates excellent integration between Functional Areas	5	>4
	b) Demonstrates good integration between Functional Areas		>3-4
	c) Demonstrates partial integration between Functional Areas but with most key elements addressed		2-3
	d) Demonstrates insufficient integration between Functional Areas		≤1
4. Preliminary high level work plan for Initial Key Deliverables	a) Provides a fully integrated work plan which illustrates excellent understanding of Functional Area key deliverables and links between them	20	>16
	b) Provides an integrated work plan which illustrates good understanding of Functional Area key deliverables		>13-16
	c) Provides a partially integrated work plan which illustrates a partial understanding of Functional Area key deliverables but with most key elements addressed		>10-13
	d) Provides an inadequate / incomplete work plan		≤10
5. Project management and facilitation	a) Demonstrates excellent project management and facilitation ability	10	>9
	b) Demonstrates good project management and facilitation ability		>7-9
	c) Demonstrates partial ability for project management and facilitation but with most key elements addressed		>5-7
	d) Insufficient project management and facilitation ability		≤5
6. Availability and allocation of support resources	a) Demonstrates excellent availability and allocation	5	>4
	b) Demonstrates good availability and allocation		>3-4
	c) Demonstrates partial availability and allocation		>2-3
	d) Insufficient availability and allocation		≤2
TOTAL		100	

TABLE 4: EVALUATION OF EXPERTISE & EXPERIENCE KEY PERSONNEL

CATEGORY	SPECIALIST	MAX POINTS	SCORING CRITERIA AND SCORE ALLOCATION			WEIGHT	WEIGHTED SCORE ACHIEVED
			YEARS RELEVANT EXPERIENCE (y)	ASSESSMENT OF CV	TRACK RECORD		
Key Personnel	a) Contract Lead	100	$y \geq 1.5$ times req. years = 16-20 $1 \leq y < 1.5$ times req. years = 11-15 $0.5 \leq y < 1$ times req. years = 6-10 if $y < 0.5$ times the req. years = 0-5	Max score is 65 (refer to assessment of CV for scoring criteria, par F.2.1.1.8 B(b))	Max score is 15 (refer to assessment of track record for scoring criteria, par F.2.1.1.8 B(c))	10% 40% 25% 25%	A SCORE B A TIMES B
	b) Senior Business Strategist	100					
	c) Integrated Public transport planning specialist	100					
	d) Cost modelling specialist	100					
TOTAL						100%	

TABLE 5: EVALUATION OF EXPERTISE & EXPERIENCE Panel of Additional Specialists

CATEGORY	SPECIALIST	MAX POINTS	SCORING CRITERIA AND ALLOCATIONS OF SCORES			WEIGHT	WEIGHTED SCORE ACHIEVED
			YEARS RELEVANT EXPERIENCE (y)	ASSESSMENT OF CV	TRACK RECORD		
Panel of Additional Specialists	a) Service Provider's Project Manager	100	$y \geq 1.5$ times req. years = 16-20 $1 \leq y < 1.5$ times req. years = 11-15 $0.5 \leq y < 1$ times req. years = 6-10 if $y < 0.5$ times the req. years = 0-5	Max score is 65 (refer to assessment of CV for scoring criteria, par F.2.1.1.8 B(b))	Max score is 15 (refer to assessment of track record for scoring criteria, par F.2.1.1.8 B(c))	10% 5% 12% 8% 8% 8%	A SCORE B A TIMES B
	b) Business Parameter and Specifications Specialist	100					
	c) BRT Business Strategist	100					
	d) Rail Business Strategist	100					
	e) Legacy Road Based Public Transport specialist.	100					
	f) Minibus taxi specialist	100					

Appropriate Qualifications:

No qualification	0
No relevant qualification	0-9
Tangentially qualified but not specific qualification	10-13
Adequately qualified	14-15
Additional / further training in relevant field, and / or some qualifications listed as "advantageous" or preferred in TABLE 1 or TABLE 2	16-18
Additional / further training in relevant field and other fields related to the scope of the tender, and / or extensive qualifications listed as "advantageous" or preferred in TABLE 1 or TABLE 2	19-20

As part of the assessment of a specialists CV, additional points may be gained if a specialist demonstrates beneficial experience as described in paragraph F2.1.1.8 (ii) (e). Demonstration of such beneficial experience will equate to a score of 28 or higher for the assessment of Nature of Experience, and 16 or higher for the assessment of Appropriate Qualifications, provided that the requirements in TABLE 1 and TABLE 2 are met.

(c) Scoring of Track Record: Similar Projects and Successes

No Track Record submitted	0
Limited track record or high number of failures	1-7 - 5
Basic track record or some failures	7.5 - 10.5
Good track record, good project outcomes	10.5 - 12
Excellent track record, high success rate	12- 15
Exemplary track record, very high success rate	15

TABLE 6: SUMMARY OF SCORES FROM TABLE 3, TABLE 4 and TABLE 5

FROM	COMPONENT	POINTS			WEIGHT	WEIGHTED SCORE ACHIEVED
		A Max. achievable	B Score achieved	C % achieved (B divided by A X (100))		
TABLE 3	Overall Statement of Methodology	100			30%	C times D (%)
TABLE 4	Expertise & experience (Key Personnel)	400			35%	
TABLE 5	Expertise & experience (additional Specialists)	2500			35%	
TOTAL		3000			100%	
	TOTAL tenderer's weighted score*					
	Minimum TOTAL weighted score = 70%					

* Required minimum scores are set out in par F.2.1.1.7 above.

- F.2.7 **Clarification meeting**
Add the following:
 A non-compulsory but strongly recommended clarification meeting will be held as indicated on page 1 of the tender document.
- F.2.13 **Submitting a tender offer**
Add the following to F.2.13.1
- F.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.
- F.2.13.2 *Replace sub-clause F.2.13.2 with the following*
 Return all returnable documents to the Employer after completing them in their entirety, either electronically (in which case the relevant documents should be printed and attached to the hard copy of the tender that is formally submitted by the Tenderer, in compliance with F.4.10) or by writing in **non-erasable ink**.
- F.2.13.3 *Add the following to F.2.13.3*
 Each tender offer shall be submitted as follows:
- a) one original, complete with all returnable schedules and additional information submitted in terms of the tender conditions (and further as required in F.2.13.2, read with F.4.10 and the preamble of SCHEDULE 9: KEY PERSONNEL AND PANEL OF ADDITIONAL SPECIALISTS), plus
 - b) one hard copy (complete), plus
 - c) a complete electronic copy (including scanned versions of any pages completed by hand, or signed by the Tender or others), on a compact disc, DVD, memory stick or similar device.
- F.2.13.4 *Add the following after the first sentence of F.2.13.4:*
 The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
- F.2.13.5 *Add the following to F.2.13.5:*
 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:
- Location of tender box:** Tender Box 132
Physical address: Tender Submission Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
Identification details: Tender No. 198C/2017/18
Title of tender: PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY
Name and address of Tenderer: (to be inserted by Tenderer)
- Sealed tenders with the Tenderer's name and address and the endorsement "**TENDER NO. 198C/2017/18: PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.
- F.2.13.6 *Add the following to F.2.13.6:*
 A two-envelope procedure will **not** be followed and therefore F.2.13.7 will not apply.
- F.2.13.10 *Add the following sub-clause after F.2.13.9:*
 By signing the offer part of C1.1 Form of Offer and Acceptance the Tenderer declares that all information provided in the tender submission is true and correct.
- F.2.15 **Closing time**
Add the following to F.2.15.1:
- F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
- F.2.16 **Tender offer validity**
Add the following to F.2.16.1:

F.2.16.1 The tender offer validity period is 24 weeks (168 days).

Replace sub-clause F.2.16.2 with the following:

F.2.16.2 Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the Tenderer.

Any further conditions introduced by the Tenderer will be considered at the sole discretion of the Employer.

F.2.17 **Clarification of tender offer after submission**

Add the following to F.2.17:

A tender may be rejected as non-responsive if the Tenderer fails to provide any clarification requested by the Employer within the time for submission stated in the Employer's written request for such clarification.

F.2.18 **Provide other material**

Delete the following word in F.2.18.1:

F.2.18.1 notarized

Add the following to F.2.18.1:

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

- i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years Taking into account the financial years and, regarding the audit of the last financial year, whether there has been a reasonable time to complete the audit since the end of such last financial year;
- ii) a certificate certifying that the Tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- iii) 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;
- iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

F.2.23 **Certificates**

Add the following:

The Tenderer is required to submit the following:

F.2.23.1 **Evidence of tax compliance**

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

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

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

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

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

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

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

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

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

2. F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.2 Issue Addenda

Add the following to F.3.2:

Each person who draws tender documents must supply an e-mail address written legibly with each character clearly identifiable. The City may inform the tenderers by way of an e-mail to such e-mail address. Where the City transmits an e-mail to such address, incorrect addresses due to illegibility or lack of clarity shall be the tenderers risk.

Notwithstanding any requests for confirmation of receipt of Addenda issued, and whether or not the Addenda are listed in SCHEDULE 18: RECORD OF ADDENDA TO TENDER DOCUMENTS, 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, whether the tender has confirmed receipt or included the addenda in their tender or not.

F.3.4 Opening of tender submissions

Add the following to F.3.4.1:

F.3.4.1 The time and location for opening of the tender offers is as stated under "General Tender Information".

Time: Tenders will be opened immediately after the closing time for receipt of tenders at the venue as stated in the Tender Notice and Invitation to Tender (see "General Tender Information"), or as stated in any Addendum extending the closing date.

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

F.3.8 Test for responsiveness

Replace sub-clause F.3.8.1 with the following:

F.3.8.1 Tenders that have been properly received will be provisionally assessed, after opening and before detailed evaluation, to establish whether each of such tenderer offers appear to:

- a) comply with the requirements of the Conditions of Tender,
- b) be properly and fully completed and signed, and
- c) be responsive to the other requirements of the tender documents.

Such provisional assessment is merely for internal purposes, and the full evaluation described below will not be bound by such provisional assessment.

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

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

- a) the Tenderer does not comply with the eligibility criteria listed in F.2.1 above;
- b) the Tenderer has failed to clarify, or submit any supporting documentation within the time for submission stated in the Employer's written request, in as far as such clarification or supporting documents are essential to confirm the tenderer's compliance with the tender's eligibility requirements. (Note: The Tenderer's failure to clarify or supply supporting documentation within the relevant time period in other respects may affect the evaluation of the tender in as far as such information is helpful or necessary but will not necessarily render the tender non-responsive);
- c) the Tenderer tenders a percentage fee on a sliding scale;
- d) the Tenderer has failed to achieve the minimum score for quality as stated in F.2.1.1.7;
- e) the Tenderer fails to sign or adhere to the warrant required to be signed in SCHEDULE 20: WARRANT TO FACILITATE COMPETITION, which signature may not be subject to any

qualification a measure to enhance competition between different tenderers, in a context where skilled and experienced professional are in relatively short supply.

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

- f) tenderers who, notwithstanding having submitted duly completed certificates of independent tender determination (Returnable SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES), are nevertheless deemed to have knowledge of the contents of any other tenderer's offer;
- g) tenderers in a horizontal relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 4(1)(a) of the Competitions Act, 89 of 1998;
- h) tenderers who are presumed to be firms engaged in a restrictive horizontal practice as contemplated in section 4(1)(b) read with section 2 of the Competitions Act, 89 of 1998;
- i) tenderers in a vertical relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 5(1) of the Competitions Act, 89 of 1998.

Notwithstanding the provisions of f) to i) above, a tender shall not be considered non-responsive in terms of such provisions if the reason for such action is related only to compliance with SCHEDULE 20: WARRANT TO FACILITATE COMPETITION, and where such action was necessary to ensure compliance with such schedule.

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

F.3.9 Under Arithmetical errors, omissions and discrepancies

F.3.9.2 Check all responsive tenders 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) arithmetical errors in:
 - i) line item totals resulting from incorrect multiplication of a unit rate by quantity in bills of quantities or schedules of prices;
 - ii) incorrect application of prescribed formulas; or
 - iii) the summation of the prices.

Insert the following at the end of the wording of F.3.9.3:

However, where the corrected rates, amounts or totals result in a reduced total tender offer, the corrected rates, amounts or totals shall apply. In such case the Employer shall inform the Tenderer of such correction, and give the tenderer the opportunity to give reasons why the assumed error is actually not an error. If the Employer remains of the view that there has been an error and that the correction of the error will result in a reduced total tender offer, such corrected tender offer shall apply and the Tenderer shall not have a choice in this regard.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Add the following:

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

- Step 1** Evaluate all valid tender submissions in order to determine whether or not the minimum score for quality has been achieved. A tender will only be considered further if it achieves the required minimum quality score.
- Step 2** Conduct a preliminary ranking using **Method 2 Financial Offer and Preference** in accordance with F.3.11.3 a), b) and c) (excluding any tenders eliminated in Step 1)
- Step 3** Test three highest preliminary ranked tender offers for responsiveness, and reject any found to be non-responsive. Test additional tenders if necessary to ensure that a detailed evaluation of at least three responsive tenders is carried out, with Pm in Formula 2 (Option 1) (refer to F.3.11.7 below) being the most favourable comparative offer of the three.
- Step 4** Carry out a detailed evaluation of all of the highest preliminary ranked responsive tender offers as determined in Step 3.

Step 5 Complete final ranking of tender offers and make a recommendation for award in accordance with F.3.11.3 c), d) and e). Note that, unless determined otherwise, all tender offers shall be deemed to be responsive and shall be included in the final ranking of tenders.

F.3.11.3 Method 2: Financial offer and preference

Add the following to F.3.11.3 d):

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

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

F.3.11.7 Scoring Financial Offers

Add the following:

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

F.3.11.8 Scoring Preferences

Add the following:

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

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

Points for Preference

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

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

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

Exempted Micro Enterprises (EMEs)

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

Qualifying Small Enterprises (QSEs)

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

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

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

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

F.3.11.10

Risk Analysis

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

- (a) reasonableness of the financial offer
- (b) reasonableness of unit rates and prices
- (c) the tenderers ability to fulfil its obligations in terms of the tender document, that is, that the Tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

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

F3.13

Acceptance of tender offer

Add the following to F.3.13:

F.3.13.1

Tender offers will only be accepted as responsive if:

- a) the Tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangement with SARS to meet his or her outstanding tax obligations;
- b) the Tenderer is registered on the City of Cape Town's Vendor Database;
- c) the Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) the Tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months;
- e) the Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

F.3.13.2

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

F.3.13.2.1

Disputes, objections, complaints and queries

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

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

F.3.13.2.2

Appeals

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

F.3.13.2.3

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

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

F.3.13.2.4

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

- F.3.16 **Notice to unsuccessful tenderers**
Replace the heading above with:
Notice to successful and unsuccessful tenderers

Add the following to F.3.16.1:

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

Replace sub-clause F.3.16.2 with the following:

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

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

3. F.4 **ADDITIONAL CONDITIONS OF TENDER**

The additional conditions of tender are:

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

- F.4.2 **Claims arising after submission of tender**
No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any tender and the Tenderer shall be deemed to have:
- a) read and fully understood the whole text of the Contract Data, Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract;
 - b) visited the site of any proposed works (if applicable);
 - c) requested the Employer or his duly authorised agent to make clear the actual requirements of anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer;
 - d) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

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

- F.4.3 **Imbalance in tendered rates**
In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and

any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by it.

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

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

F.4.4 Invalid tenders

Tenders shall be considered invalid by the Bid Evaluation Committee if:

- a) the tender offer (including the tender price/amount) is not submitted on the Form of Offer and Acceptance (form C1.1, Part C1: Agreements and Contract Data), subject to the tender conditions including F4.10;
- b) the returnable document is not completed in non-erasable handwritten, or printed, ink or toner;
- c) the Form of Offer and Acceptance has not been signed with an original signature;
- d) the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable;
- e) in a two-envelope system, the tenderer fails to submit a separately sealed financial offer.

F.4.5 Negotiations with preferred tenderers

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

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

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

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

F.4.6 General supply chain management conditions applicable to tenders

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

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

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

- d) a person who is in the service of the state;
- e) a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
- f) an advisor or consultant contracted with the Employer regarding the drafting of this tender; or
- g) a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity.

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

F.4.7

Combating abuse of the Supply Chain Management Policy

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

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

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

F.4.8 UIF payments

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

F.4.9 Consultancy services provided to organs of state

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

In this regard, tenderers shall complete SCHEDULE 5: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER, Part T2.2: Returnable Schedules: Consultancy Services Provided to Organs of State. Failure to complete this schedule may result in the tender not being considered.

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

The Employer has formally issued the tender document in hard copy only, as contemplated in F.2.13.2 and F.2.13.3. An electronic version of the issued tender documents is incorporated in a compact disk forming part of the tender, but does not constitute the formal version of the tender. The following conditions apply regarding the electronic copy of the tender documents that are issued as part of the tender:

- (a) The electronic version shall not be regarded as a substitute for the issued tender documents.
- (b) The Employer requires a hard copy (ie a paper copy) of the tender to be submitted by the Tenderer, as set out in F.2.13.3. It will not accept tenders submitted in electronic format (except as a copy, as provided in F.2.13.3(c)).
- (bA) Although Tenderers are encouraged to submit an electronic copy of the Pricing Schedule in Microsoft Excel (see par 12 of Part C2.1 Pricing Assumptions), if there is any difference between the versions submitted in hard copy (eg a printout of the Pricing Schedule) and the electronic copy, the version in the hard copy shall prevail.
- (c) Only those tenders that have been completed on the issued hard copy tender document shall be considered although it may be supplemented by further supporting documents; Provided that printed copies of the Price Schedule (C2.2) and / or any Returnable Schedules may be submitted by the Tenderer as part of its tender. The printed copies of such documents should be in the same format in all material respects (that is layout, scheduled items and quantities) as those issued in hard copy by the Employer. The Tenderer shall not remove the relevant pages of the hard copy of the tender, but may add these printed copies of parts of the tender document to form part of its original copy of the tender.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this par F.4.10. The Employer does not guarantee that the electronic version corresponds fully with the issued tender documents in all respects. Thus, it is the responsibility of the Tenderer to ensure that the hard copy of any part of the electronic tender document that it submits as part of its tender corresponds in all material respects with the issued hard copy tender documents (as they may be amended by way of Addenda etc).
- (e) 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. Where one or more tender notices or Addenda have been issued amending the tender document, then the Tenderer shall ensure that the printed version of the relevant documents submitted by the Tenderer takes these into account.
- (f) In submitting a tender, the Tenderer is deemed to have read, understood and accepted all of the conditions of this par F.4.10.

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 Tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

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

F.1.4 Communication and Employer's agent

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

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The Employer's undertakings

F.3.1 Respond to requests from the Tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

F.3.9.3 Notify the Tenderer of all such errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices. This step forms part of the tender adjudication process and does not apply to errors or omissions identified after a tender has been awarded.

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where a formula has been incorrectly applied, the amount in the last column of the Pricing Schedule regarding the item or combination of items shall govern and the Tenderer will be asked to adjust the tendered rates to achieve the tendered amount.
- c) Where there is an omission of a rate or a set of rates in Pricing Table 1 regarding any Resource sub-category other than an Auxiliary Resource, the deemed rate for that Resource Sub-category/-ies shall be the highest rate tendered within that Category of Staff.
- d) Where the percentage fee in Item e) of Pricing Table 2 is omitted, a tendered percentage of 2.5% shall be assumed.
- e) Where totals are incorrectly carried over to Pricing Table 3, then the rates that would result in the total as carried over to Pricing Table 3 shall be adjusted in terms of c) ii) above, applied with the amendments required by the context.
- f) No aspect of the Pricing Schedule may be amended by the Tenderer, and if a Tenderer does change it, the aspect so amended shall be deemed to appear in the Pricing Schedule submitted by the Tenderer.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

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

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

where:

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

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

where:

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

) number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

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

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

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

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

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

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

F.3.11.8 Scoring preferences

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

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

F.3.11.9 Scoring quality

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

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

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

where: S_Q is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

F.3.12 Insurance provided by the Employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14. Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

PART T2: RETURNABLE DOCUMENTS

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T2.2 Returnable Schedules	45

CITY OF CAPE TOWN

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Tender No. 198C/2017/18

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4. T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following Returnable Documents in **black ink**:

1. Returnable Schedules required for tender evaluation purposes		Page No
SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE		46
SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION		49
SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES		51
SCHEDULE 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES		52
SCHEDULE 5: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER		53
SCHEDULE 6: CONFIRMATION OF CoCT VENDOR DATABASE REGISTRATION		54
SCHEDULE 7: SERVICES PROVIDED TO ORGANS OF STATE		55
SCHEDULE 8: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER		56
SCHEDULE 9: KEY PERSONNEL AND PANEL OF ADDITIONAL SPECIALISTS		57
SCHEDULE 10: SUPPORT RESOURCES		67
SCHEDULE 11: PROFESSIONAL INDEMNITY INSURANCE		68
SCHEDULE 12: TRACK RECORD		69
SCHEDULE 13: PROPOSED WORK PLAN		71
SCHEDULE 14: ISO 9001: 2008 CERTIFICATION		72
SCHEDULE 15: PROPOSED STATEMENT OF METHODOLOGY, MANAGEMENT AND INTEGRATION (STATEMENT OF METHODOLOGY)		73
SCHEDULE 16: PERSONNEL SCHEDULE (OTHER THAN SPECIALISTS)		74
SCHEDULE 17: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN		75
SCHEDULE 18: RECORD OF ADDENDA TO TENDER DOCUMENTS		76
SCHEDULE 19: PREFERENCE SCHEDULE		77
SCHEDULE 20: WARRANT TO FACILITATE COMPETITION		82
2. Other documents required for tender evaluation purposes		
All relevant documents referred to in Parts T1 and T2, including:		
• A copy of the Joint Venture Agreement (if applicable) append to SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES.		
• Curriculum Vitae of Specialists and related statements of specialisation as applicable append to SCHEDULE 9: KEY PERSONNEL AND PANEL OF ADDITIONAL SPECIALISTS.		
• Documentary evidence/proof of Professional Indemnity Insurance append to SCHEDULE 11: PROFESSIONAL INDEMNITY INSURANCE.		
• A proposed workplan appended to SCHEDULE 13: PROPOSED WORK PLAN		
• A proposed Statement of Methodology append to SCHEDULE 15: PROPOSED STATEMENT OF METHODOLOGY, MANAGEMENT AND INTEGRATION (STATEMENT OF METHODOLOGY).		
• A proposed resource allocation schedule append to SCHEDULE 16: PERSONNEL SCHEDULE.		
3. Returnable Schedules that will be incorporated into the Contract		
SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE	48	→ 55
SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	48	→ 61
SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	51	→ 64
SCHEDULE 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	52	→ 66
SCHEDULE 5: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER	53	→ 68
SCHEDULE 6: CONFIRMATION OF CoCT VENDOR DATABASE REGISTRATION	54	→ 71
SCHEDULE 7: SERVICES PROVIDED TO ORGANS OF STATE	55	→ 73
SCHEDULE 9: KEY PERSONNEL AND PANEL OF ADDITIONAL SPECIALISTS	57	→ 89
SCHEDULE 10: SUPPORT RESOURCES	67	→ 289
SCHEDULE 11: PROFESSIONAL INDEMNITY INSURANCE	68	→ 293
SCHEDULE 12: TRACK RECORD	69	→ 296
SCHEDULE 13: PROPOSED WORK PLAN	71	→ 399

SCHEDULE 15: PROPOSED STATEMENT OF METHODOLOGY, MANAGEMENT AND INTEGRATION (STATEMENT OF METHODOLOGY).....	78	409
SCHEDULE 16: PERSONNEL SCHEDULE.....	74	491
SCHEDULE 17: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN	78	498
SCHEDULE 18: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	78	501
SCHEDULE 19: PREFERENCE SCHEDULE.....	77	527
SCHEDULE 20: WARRANT TO FACILITATE COMPETITION	82	534

4. Other documents that will be incorporated into the contract

- a) Part T1: Tendering procedures;
- b) Part T2: Returnable documents;
- c) Part C1: Agreements and Contract Data including
 - C1.1 Form of Offer and Acceptance from page 86
 - C1.2 Contract Data from page 90
 - C1.3 Occupational Health and Safety Agreement from page 99
- d) Part C2: Pricing data;
- e) Part C3: Scope of work;
- f) Part C4: Background documents.

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5. T2.2 RETURNABLE SCHEDULES

CITY OF CAPE TOWN

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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: ...

Physical address of enterprise: ...

(LOCAL OFFICE) ...

Section 2: VAT registration number, if any: ...

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

Section 2b: SARS Tax Compliance Status PIN: ...

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

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number ...

Close corporation number ...

Tax reference number ...

Section 6: Record of service of the state

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

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

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

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

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

*insert separate page if necessary

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

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

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

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months
PLEASE REFER TO THE ATTACHED LETTER			

*insert separate page if necessary

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender

offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

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Physical address of enterprise: ...

(LOCAL OFFICE)

.....

Section 2: VAT registration number, if any:

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

Section 2b: SARS Tax Compliance Status PIN :

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

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF TENDERER:

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

Signature

Date

Name

Position

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. 198C/2017/18: PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY 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 tender¹ 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 consortium² 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;
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;

¹ Other than the signatures of the Specialists and their clients in SCHEDULE 12: TRACK RECORD.

² 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.

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

Signature Date 13/02/2018

Name

Position

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

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

Note :

A copy of the Joint Venture Agreement (Refer to F2.13.1 in Part T1.2) showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

CITY OF CAPE TOWN

TDA-BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

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

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

I, _____, the undersigned,
(full name in block letters)
certify that the information furnished on this declaration form is true and correct, and accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Signature / _____
Date 13/02/2018
Position _____
Name of Tenderer/Contractor _____

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

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

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

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

I, _____, the undersigned,
(full name in block letters)
certify that the information furnished on this declaration form is true and correct, and accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Signature _____ Date 08/02/2018

Position _____ Name of Tenderer/Contractor _____

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

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

SCHEDULE 5: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

To: THE CITY MANAGER, CITY OF CAPE TOWN

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

Information required in terms of the City's Supply Chain Management Policy, Clauses 45.1 and 114.2

TENDER NO.: 198C/2017/18 PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

NAME OF THE TENDERER:

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

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

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

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

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

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

Signature

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

at _____ on the 8th day of February 2018
(PLACE) (DATE) (MONTH) (YEAR)

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

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

SCHEDULE 6: CONFIRMATION OF CoCT VENDOR DATABASE REGISTRATION

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

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

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

SCHEDULE 5: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

To: THE CITY MANAGER, CITY OF CAPE TOWN

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

Information required in terms of the City's Supply Chain Management Policy, Clauses 45.1 and 114.2

TENDER NO.: 198C/2017/18 PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

NAME OF THE TENDERER:

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

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

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

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

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

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

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

at CAPE TOWN on the 13TH day of FEBRUARY 2018
(PLACE) (DATE) (MONTH) (YEAR)

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

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

SCHEDULE 6: CONFIRMATION OF CoCT VENDOR DATABASE REGISTRATION

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

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

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

SCHEDULE 7: SERVICES PROVIDED TO ORGANS OF STATE

The Tenderer shall indicate on the schedule below particulars of all 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).

SERVICES PROVIDED TO ORGANS OF STATE				
TITLE OF PROJECT	VALUE OF CONTRACT	EMPLOYER	DATE COMPLETED	SIMILAR SERVICE
PLEASE REFER TO ATTACHED LIST				

SIGNED ON BEHALF OF TENDERER:

.....

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

SCHEDULE 7: SERVICES PROVIDED TO ORGANS OF STATE

The Tenderer shall indicate on the schedule below particulars of all 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).

SERVICES PROVIDED TO ORGANS OF STATE				
TITLE OF PROJECT	VALUE OF CONTRACT	EMPLOYER	DATE COMPLETED	SIMILAR SERVICE
① National Treasury Support Programme: PTNIG Grants	± R1.5 m	DBSA (Subcon to GIBB)	June 18	X
② Provision of professional services: Contract Management.	± R22 m	City of CT. (Subcon to VZA)	Feb 20	X
③ ETA ITP	R150 K	ETA (Subcon to GIBB)	June 18	X
④ National Treasury Support Programme: BRT optimisation	± R1.2 m	DBSA (Subcon to GIBB)	Dec 16	X
⑤ Provision of Professional Services: Business Planning	± R6 m	City of CT (Subcon to Pegasus)	June 18	X
⑥ Technical support to CCT Operations Dept	± R1 m	City of CT. (Subcon to GIBB)	Sep 19	X

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

SCHEDULE 8: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSAL
NIL		

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

SIGNED ON BEHALF OF TENDERER: ...

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

SCHEDULE 9: KEY PERSONNEL AND PANEL OF ADDITIONAL SPECIALISTS

The Tenderer is referred to clause F.2.1.1.4 and F.2.1.1.8A(ii) of the Tender Data and shall insert in the spaces provided below details of the Key Personnel and Panel of Additional Specialists. The Tenderer must note the current position and employer of each Specialist and should include a signed undertaking from a specialist consultant or a 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. Where the same person is tendered for multiple Specialist positions, the person's details must be repeated and applied to that Specialist position. Where multiple people are nominated for different components of the same Specialist position, the details regarding each of them must be provided (separately) against such Specialist position. If more space is needed the Tenderer may use an extract from the electronic version of the tender, provided in the compact disk forming part of this tender, and add additional space as required, or submit supplementary pages in this regard.

The Curriculum Vitae of each individual must be appended to this schedule, and must substantiate the claimed qualifications, expertise and experience showing clearly the total years of relevant experience and the actual years of relative experience for each specialist. Where registered with a relevant Council or Body, the relevant registration details must be provided. The tenderer must also provide, attached to this schedule, a statement for each of the Specialists, which indicates the fields of specialisation and any recent experience that is relevant to the Functional Areas of this tender (which may or may not have formed part of the individual's CVs). Tenderers should indicate what particular aspect of the project the specialisation or experience is relevant to. CVs and supporting documents referred to in this Schedule need not be original copies, but may include faxed, scanned or emailed documents.

Where a Specialist qualifies for any form of preference as set out in the description regarding such Specialist in Tables 1 or 2 (as the case may be), the Tenderer should specifically point this out in this Schedule in the column headed 'Relevant experience / skill', with the relevant cross-references to the Specialist's CV or statement of specialisation.

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with prof. body	Relevant experience / skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
KEY PERSONNEL					
a) Contract Lead	(a) (b) .....	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....
b) Senior Business Strategist	(a) (b) .....	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with prof. body	Relevant experience / skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
c) Integrated Public Transport Planning Specialist	(a) (b) .....	.....	.....	.....	.....
d) Cost Modelling Specialist	(a) (b) .....	.....	.....	.....	.....

[illegible]

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with prof. body	Relevant experience / skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
e) Legacy Road Based Public Transport Specialist	(a) (b) .....	.....	.....	.....	.....
f) Minibus-Taxi Specialist	(a) (b) .....	.....	.....	.....	.....

PLEASE REFER TO THE ATTACHED

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with prof. body	Relevant experience / skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
g) Human Settlements Institutional and Finance Specialist	(a) (b) .....	.....	.....	.....	.....
h) Town / Spatial Planning Specialist	(a) (b) .....	.....	.....	.....	.....

PLEASE REFER TO THE ATTACHED

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with prof. body	Relevant experience / skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
i) Public Transport Operations Specialist	(a) (b) .....	.....	.....	.....	.....
j) Urban Infrastructure Cost Modelling Specialist	(a) (b) .....	.....	.....	.....	.....

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with prof. body	Relevant experience / skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
k) Legal Specialist	(a) (b) .....	.....	.....	.....	.....
l) Facility Management Specialist	(a) (b) .....	.....	.....	.....	.....

TDA BUSINESS RESOURCE MANAGEMENT

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

The Tenderer is referred to clause F.2.1.1.5 of the Tender Data and shall state below what software packages are available for use on this tender and whether or not they are currently owned/licensed by the Tenderer, or are available through other means.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

SCHEDULE 11: PROFESSIONAL INDEMNITY INSURANCE

The Tenderer is referred to clause F.2.1.1.6 of the Tender Data and shall state below details of the professional indemnity insurance held by the Tenderer. Where the Tenderer is a joint venture, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the Tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be appended to this schedule.

PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM
		R10 million

SIGNED ON BEHALF OF TENDERER:
CITY OF CAPE TOWN

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

SCHEDULE 11: PROFESSIONAL INDEMNITY INSURANCE

The Tenderer is referred to clause F.2.1.1.6 of the Tender Data and shall state below details of the professional indemnity insurance held by the Tenderer. Where the Tenderer is a joint venture, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the Tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be appended to this schedule.

PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM
		R500 000

SIGNED ON BEHALF OF TENDERER:
CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category		Name:	
c) Client company:			
d) Relevant client's project / s			
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client			
i) Contract value			
	Start Date	Termination Date	
j) Contract term			
k) Any major non-compliance / dispute issues? Provide details	PLEASE REFER TO THE ATTACHED		
l) Reason for termination	PLEASE REFER TO THE ATTACHED		
m) Other Comments:	PLEASE REFER TO THE ATTACHED		
Declaration:			
I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist / tenderer)		Date:	

Part B: Reference Questionnaire Specialist's Expertise and Experience To be completed by Specialist's client

1. Please provide the following information relevant to the services provided by the above specialist

Name of Specialist being rated:	
Specialist's Contact Person:	
Tel Nos:	
Duration of Contract	
Value of Contract:	

2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)

Question:	Rating:
a) Specialist's quality of workmanship?	
b) Specialist's charge out rates?	
c) Specialist's turnaround time to requests/problems?	
d) Specialist's staff conduct and adherence to service protocols?	
e) Overall satisfaction with Specialist's performance?	

3. Any major non-compliance / dispute issues? Provide details	
--	--

4. Reason for termination	
----------------------------------	--

5. Other comments:	
---------------------------	--

Company Name:	
Contact Person at Company:	
Tel Nos.:	
Email Address:	

Declaration by Company giving reference:
 We hereby declare that the information in Part B is accurate as at the date of signature of this document.

Date:		Company Stamp:
Signature:		
Name in Block Letters:		

The City reserves the right to contact references or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

SCHEDULE 13: PROPOSED WORK PLAN

Tenderers are referred to clause F.2.1.1.8 A(i)(d) of the Tender Data and shall append their proposed work plan to this Schedule.

PLEASE REFER TO THE ATTACHED

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

SCHEDULE 14: ISO 9001: 2008 CERTIFICATION

Not used.

PLEASE FIND ATTACHED

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

SCHEDULE 15: PROPOSED STATEMENT OF METHODOLOGY, MANAGEMENT AND INTEGRATION (STATEMENT OF METHODOLOGY)

The Tenderer is referred to clause 2.1.1.8 A(i) of the Tender Data and shall append their Statement of Methodology to this Schedule.

The Statement of Methodology must indicate the approach and methodology that the Tenderer intends following in order to reach the required outcomes, which include detailed assessment criteria relating to Functional Areas pars 7 - 11 in Part C3.1 Scope of Work:

- a) Understanding of tender requirements
- b) Methodology and approach towards Functional Area Key Initial Deliverables, activities and outputs
- c) Functional integration
- d) Preliminary work plan
- e) Project management and facilitation.
- f) Availability / allocation of resources of Tenderer

The Statement of Methodology must show that the Tenderer has appreciated the Scope of Work, and has good insight as to what actions or activities are required in order to comply with the Employer's objectives. Tenderers should however endeavour to keep their submissions concise but sufficiently detailed to enable proper assessment by the Employer.

Note that what amounts effectively to a duplication / paraphrasing of the brief will not be regarded as meeting the minimum requirements.

If the contract is awarded to the Tenderer, the Statement of Methodology shall form part of the contract and shall be delivered upon by the Tenderer, subject to amendments required by the Project Manager.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

SCHEDULE 16: PERSONNEL SCHEDULE (OTHER THAN SPECIALISTS)

The Tenderer is referred to clause 2.1.1.8 A(i)(f) of the Tender Data and shall indicate on the schedule below what human resources, **other than** the Specialists listed in clause F.2.1.1.4 above, they have at their disposal and intend allocating to this tender as and when required.

first name, surname	Job title	Job description (summary)	Qualifications

PLEASE REFER TO THE ATTACHED.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of Tenderer)

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

The Tenderer:

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

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

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

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

at _____ on the 8th day of February 2018
(PLACE) (DATE) (MONTH) (YEAR)

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of Tenderer)

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

The Tenderer:

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

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

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

Signature

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

at CAPE TOWN on the 13TH day of FEBRUARY 2018
(PLACE) (DATE) (MONTH) (YEAR)

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

SCHEDULE 18: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.	2 FEB 2018	NOTICE TO TENDERERS No. 1
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Note: This schedule is subject to clause F.3.2 of the Tender Data.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

SCHEDULE 19: PREFERENCE SCHEDULE

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

1 Definitions

The following definitions shall apply to this schedule:

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

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

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

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

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

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

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

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

Contract: Error! Bookmark not defined. The agreement that results from the acceptance of a bid by an organ of state.

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

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

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

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

Person: Includes a juristic person.

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

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

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

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

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

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

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of quotation offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the B-BBEE status level of contribution be found to have been claimed or obtained on a fraudulent basis;
- 4) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);

accept that, further to 4) above,

- 5) Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2011. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 6) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;
- 7) accept that suppliers are required to be registered on the City of Cape Town's Supplier Database prior to the acceptance of tenders in order to qualify for preference points. The CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
- 8) accept that, notwithstanding 7) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works; and
- 9) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

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

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

6) a financial penalty payable to the CCT, as set out below.

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

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

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

where:

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

P* = Value of the contract

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

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

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

where:

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

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

P* = Value of the contract

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

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

Table 7: 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 2	☒
Non-compliant contributor	☐

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

5 Declarations

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

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

☐

Note:

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

- 2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 7 in Section 2 above, for such preference claimed, and acknowledges that:

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

Signature

Date

13/02/2018

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

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

SCHEDULE 19: PREFERENCE SCHEDULE

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

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

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

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Contract: Error! Bookmark not defined. The agreement that results from the acceptance of a bid by an organ of state.

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

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2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

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- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the B-BBEE status level of contribution be found to have been claimed or obtained on a fraudulent basis;
- 4) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBEE level of contribution in accordance with the Codes of Good Practice, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);

accept that, further to 4) above,

- 5) Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2011. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 6) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;
- 7) accept that suppliers are required to be registered on the City of Cape Town's Supplier Database prior to the acceptance of tenders in order to qualify for preference points. The CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
- 8) accept that, notwithstanding 7) above, a supplier will not be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works; and
- 9) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

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

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

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

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

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

where:

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

P* = Value of the contract

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

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

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

where:

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

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

P* = Value of the contract

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

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

Table 7: 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

☐

N/A

Note:

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

- 2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 7 in Section 2 above, for such preference claimed, and acknowledges that:

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

Signature

Date

08/02/18

Name (PRINT)

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

For official use:

SIGNATURE OF CITY OFFICIALS AT
QUOTATION OPENING

1.

2.

3.

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

SCHEDULE 20: WARRANT TO FACILITATE COMPETITION

The Tenderer warrants that no condition was set, expressly or in an implied manner, that any Key Personnel, Specialist or subcontractor participating in this tender may not or should not participate in a competing tender with regard to this tender.

Signed _____

Date 13/02/2018

Name _____

Position _____

Tenderer _____

PART C1: AGREEMENTS AND CONTRACT DATA

	Page
C1.1 Form of Offer and Acceptance	84
C1.2 Contract Data	88
C1.3 Occupational Health and Safety Agreement	97

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

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 198C/2017/18: PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING,
TRANSPORT AND URBAN DEVELOPMENT AUTHORITY**

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto, 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 Tenderer 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 RATES AND RECOVERABLE EXPENSES WERE CONFIRMED BY THE SUPPLY CHAIN MANAGEMENT
BID ADJUDICATION COMMITTEES ACCEPTANCE OF THE OFFER ON _____.**

THE RATES AND RECOVERABLE EXPENSES ARE CONTAINED IN THE PRICING SCHEDULE IN PART C2.2.

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 names as the Tenderer in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the Tenderer

(Name and
address of
organization/Tenderer)

Name and
signature
of witness Date

*Replaced by the
next page.*

For official use.	
INITIALS OF CITY OFFICIALS AT TENDER OPENING	
✓	3

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

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. 198C/2017/18: PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto, 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 Tenderer 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 RATES AND RECOVERABLE EXPENSES WERE CONFIRMED BY THE SUPPLY CHAIN MANAGEMENT BID ADJUDICATION COMMITTEES ACCEPTANCE OF THE OFFER ON _____

THE RATES AND RECOVERABLE EXPENSES ARE CONTAINED IN THE PRICING SCHEDULE IN PART C2.2

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 Tenderer in the conditions of contract identified in the contract data.

Signature: ✓

Name: _____

Capacity: _____

for the Tenderer

(Name and address of organization/Tenderer)

Name and signature of witness

Date

28/03/2018

For official use		
INITIALS OF CITY OFFICIALS AT TENDER OPENING		
1.	2.	3.

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 Tenderer 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: Background 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 clause F.1.1 of the contract data) to arrange the delivery of any securities, bonds, guarantees, or other 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). Unless the tenderer (now service provider) within five working days of the date of such receipt notifies the employer in writing of any reason why the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Name

Capacity

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

Place: Civic Centre
Date: 28/11/19

Name and
signature
of witness

28/11/19

Schedule of Deviations

1 Subject

Details

.....

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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5 Subject

Details

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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 well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and address of organization/Tenderer)

Name and signature of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

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

Name and signature of witness Date

ONLY TO BE COMPLETED AT
ACCEPTANCE STAGE

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

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 see Part C4.1.

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.

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Throughout the Contract

Wherever the term "Period of Performance" appears (with the exception of Clause 1), this is amended to read "Period of Performance of Delivery Data".

Clause 1:

Replace the definition of Contract with the following:

The Contract signed by the Parties and of which these General Conditions of Contract form part, as supplemented, amended or replaced by the Contract Data.

Replace the definition of Contract Data with the following:

Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract, and includes the documents and parts thereof listed in Part T2.1 List of Returnable Schedules from page 43, which have been incorporated into the Contract.

Insert the definition of Delivery Date:

Delivery Date

The date by which the Service Provider must deliver a project as approved by the Project Manager in terms of par 6 (g) of Part C3.1 Scope of Work, subject to the provisions of 8.2;

Replace the definition of Employer with the following:

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

Replace the definition of Key Persons with the following:

The Key Personnel and Other Specialists listed in TABLE 1 and TABLE 2 as well as other specialists appointed in terms of par 6 (f) of Part 3.1 Scope of Work, as set out in the Personnel Schedule.

Replace the definition of Personnel Schedule with the following:

SCHEDULE 9: KEY PERSONNEL AND PANEL OF ADDITIONAL SPECIALISTS and SCHEDULE 16: PERSONNEL SCHEDULE (OTHER THAN SPECIALISTS), as they are amended from time to time in compliance with the Contract.

Replace the definition of Project with the following:

The tender is the **PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY**

Insert the definition of Project Manager:

Project Manager

The person as defined in par of Part C3.1 Scope of Work.

Add the following to the definition of Service Provider which is also referred to as "the Tenderer" since as it refers to the successful Tenderer:

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.

Replace the definition of Start Date with the following:

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

Clause 3.2:

Add to the clause the following:

The Price, for the purposes of this clause, shall not include the rates as tendered by way of C2 Pricing data (as may be amended by way of negotiation prior to the award of the tender, in compliance with the City's Supply Chain Management Policy), which shall remain as tendered or amended by agreement prior to the award, subject only to price adjustments in terms of clause 3.16 below.

Clause 3.4 and Clause 4.3.2:

Insert the following wording as 3.4.3 after clause 3.4.2:

3.4.3 Unless otherwise communicated in writing, or unless otherwise provided in this Contract, the person authorised and designated to have authority in giving instructions and receiving communications on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the Services is the **DIRECTOR** responsible for the Business Planning function.

The address for receipt of communications is:

Name:

Tel:

Fax:

E-mail:

Postal address: TDA Business Resource Management

City of Cape Town

Box 655

8000 Cape Town

Physical address: 18th Floor, Tower Block

Civic Centre

12 Hertzog Boulevard

8001 CAPE TOWN

or as otherwise provided in this Contract or as further advised in writing by the Employer.

Clause 3.5:

Replace Clause 3.4 with the following:

Location

The location for the performance of the Tender will be the Cape Town Municipal Area, the City of Cape Town and the Local Office of the service provider, except where the Project Manager agrees otherwise. Travel within South Africa and internationally may be required, and will be subject to prior approval by the Employer's representative.

Clause 3.8:

Add the following to Clause 3.8.2:

The cost of preparing Project Plan or other documentation in terms of par (g) of Part C3.1 Scope of Work shall not be included in the provisions of this clause 3.8, and such costs shall either be absorbed by the Service Provider or be paid in terms of the tendered prices as per Part C2.2 Pricing Schedule read with Part C2.1 Pricing Assumptions and Part C3.1 Scope of Work.

Clause 3.9.3

Add the following:

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

Clause 3.12.1

Replace clause 3.12.1 with the following:

If due to his negligence, or for reasons within his control, the Service Provider does not deliver the relevant project by the relevant Delivery Date, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the Delivery Date and the actual date of completion, at the rate equal to 25% of the daily rate(s) applicable to the relevant part of the Service, and up to the maximum of 25% of the total price applicable to the contract. Note that this clause 3.12.1 deals with a penalty for late delivery only, and does not permit payment for work not actually performed to the satisfaction of the Project Manager.

Clause 3.12.2

Replace Clause 3.12.2 with the following:

Where the Service Provider is in material breach of a term of the Contract (and whether or not the Employer has become entitled to the maximum penalty in 3.12.1), the Employer may terminate the Contract in terms of clause 8.4 and / or may give notice to the Service Provider that he will have the relevant Services completed in-house or by another service provider at the Service Provider's cost.

Clause 3.13.1

Replace Clause 3.13.1 with the following:

Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services (except where such funds are provided only by way of fees payable for time-based work) shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, or at any other time as required by the Project Manager, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

Clause 3.15.1:

The preamble to clause 3.15.1 shall be amended to read as follows:

3.15.1 The Service Provider shall, within 14 days of receipt of the Acceptance of the tender Offer the time period set out in the Contract Data and whenever a programme is amended or revised, submit for the Employer's approval a programme for the performance of those parts of the Services which have by that date been explicitly assigned to the Service Provider which shall, inter alia, include:

Clause 3.15.1A

A new clause 3.15.1A shall be inserted before Clause 3.15.2, and shall read as follows:

The programme shall be a higher level programme for the Services as a whole. In addition, the Project Manager may require a detailed Project Plan regard a Project, as provided for in par (g) of Part 3.1 Scope of Work, and 3.15.3 will apply to such Project Plan with the changes required by the context.

Clause 3.15.3

Replace Clause 3.15.3 to with the following:

A programme shall be deemed to be approved if the Employer fails to approve such programme within three weeks of receipt of a request by the Service Provider to approve a programme, unless the Project Manager advises the Service Provider that the programme is not approved.

Clause 3.16.2:

Add the following:

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

Clause 3.16.3

Insert the following clause 3.16.2 before clause 4:

3.16.3. In addition to the price adjustment referred to in 3.16.2, the fee for international members of the Panel of Experts as set in terms of par 11 of Part 3.1 Scope of Work shall be adjusted by the change in foreign exchange rate between the South African Rand and the currency applicable to the country where the international expert is domiciled (if this is not South Africa), both as recorded by the Employer's bank regarding purchase of foreign exchange (excluding commission) between the closing date of this tender and the date that the relevant invoice is

rendered by the international expert to the Service Provider. The "Employer's bank" shall be deemed to be the Employer's bank as at the closing date of this tender.

Clause 4.5

Amend the preamble of Clause 4.5 to read as follows:

The Employer shall advise the Service Provider within a reasonable time of becoming aware of:

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 Insurance providing cover in an amount of not less than R50 000 000 in respect of each and every claim during the period of insurance.
- 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, Act No 130 of 1993.

The Service Provider shall ensure that any subcontractors 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, unless the work of such subcontractors are covered by the Service Provider's insurance.

Clause 5.5:

Amend Clause 5.5 to read as follows:

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

- a) Appointing Subcontractors for the performance of any part of the Services;
- b) Replacing any of the Specialists listed at the time of tender or appointing new Specialists, subject to the provisions of par 15 of Part 3.1 Scope of Work;
- c) Expenditure under any of the provisional items in the Pricing Schedule, except where such expenditure is in compliance with any parameters that the Project Manager have approved;
- d) Travel outside the metropolitan boundaries of the City where this is to be charged to the Employer;
- e) Any other action that may be specified in the Contract Data.

The Project Manager may at its election direct that the Project Manager will manage a given resource provided through the Service Provider, in which case the Service Provider need not manage the output of that resource, and thus will not carry the risk regarding the quality and timing of the output of the resource. In such eventuality, the Service Provider must reduce the cost for the relevant resource by 10% as against the agreed rate for such resource.

Clause 5.7:

Amend Clause 5.7 to read as follows:

- a) If the Service Provider is required to perform the Services in co-operation with Others he may make recommendations to the Employer in respect of the appointment of such Others, where required. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.
- b) Where interaction between the Service Provider and another service provider of the Employer is required to achieve the Employer's objectives, in practice or in terms of a notice issued by the Project Manager, for the efficient and effective delivery of the Services, the Service Provider shall use its best endeavours to co-operate with such other service providers and shall take such reasonable steps as may be required to formulate the necessary operating procedures and practices by agreement with the other service providers.
- c) Should the Service Provider and the other service providers fail to reach such agreement, the Employer shall be entitled to issue a protocol to regulate their interaction or make a final determination in the event of a dispute between them, as the case may be.

Clause 7.1

Amend Clauses 7.1.2 to 7.1.5 to read:

- 7.1.1 Where required in terms of the Contract, the Service Provider shall provide Key Persons to perform specific duties. If at any time, a particular Key Person cannot be made available, or needs to be replaced, the Service Provider may only replace or engage the Key Person in compliance with par 15(e) of Part 3.1 Scope of Work.

- 7.1.2 Deleted.

- 7.1.3 The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel.
- 7.1.4 The Service Provider shall at its cost take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

Clause 8.1:

Replace Clause 8.1 with following:

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

Clause 8.2:

Replace clause 8.2 with the following:

8.2 Completion

8.2.1 Deleted.

8.2.2 The Service Provider may request an extension to the Period of Performance or Delivery Date if he is or will be delayed in completing the Contract by any of the following causes:

- (a) additional Services ordered by the Employer;
- (b) failure of the Employer to fulfil his obligations under the Contract;
- (c) any delay in the performance of the Services which is not due to the Service Provider's default;
- (d) Force Majeure; or
- (e) suspension.

8.2.3 The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request for the extension of the Period of Performance or Delivery Date to which he considers himself entitled and shall within 30 days after the delay ceases deliver to the Employer full and detailed particulars of the request.

8.2.4 The Project Manager shall, within a reasonable period of receipt of a detailed request, grant such extension to the Period of Performance or Delivery Date as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension, after he has obtained the necessary approvals as required in terms of the Employer's supply chain management policy. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

Clause 8.4.3:

Clause 8.4.3 is amended to read as follows:

- 8.4.3 The Service Provider may terminate the Contract, by giving not less than thirty (30) Days written notice to the Employer after the occurrence of any of the following events:
- (f) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue, provided that the payment was in fact due and is this indeed overdue by such period; or
 - (g) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; or
 - (h) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds 6 months, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Data; or
 - (i) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.

Clause 8.4.4:

Clause 8.4.4 is amended to read as follows:

8.4.4 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 (subject to the provisions of Clauses 3.12 and 14.1A) and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

Clause 9.1:

Add the following:

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

Clause 9.3

Deleted.

Clause 11.1:

Add the following:

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

Clause 11.4

Amend Clause 11.4 to read as follows:

The Employer shall have no contractual relationships with Subcontractors. Where the Project Manager has required the replacement of a Specialist (where he is a sub-contractor) in terms of par 15(e) of Part C3.1 Scope of Work, the Project Manager However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself, subject to the abovementioned provisions of Part C3.1 Scope of Work..

Clause 12.1.2:

Add the following:

Interim settlement of disputes is to be by mediation.

Clause 12.2.1:

Amend Clause 12.2.1 to read as follows:

If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 30 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the President of the South African Institution of Civil Engineering. The costs of the mediation shall be borne equally by the Parties.

Clause 12.2.4:

Add the following:

Final settlement is by litigation.

Clauses 12.3 and 12.4

Deleted

Clause 13.5.1:

Amend Clause 13.5.1 with the following:

Unless otherwise indicated in the Contract Data, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

- a) the sum insured in terms of 5.4 in respect of insurable events; and
- b) an amount equal to R90 million, which represents twice the tendered amount included in the Service Providers tender offer, excluding recoverable expenses as defined in para 3 of the Pricing Assumptions. Note that the tendered amount was included for evaluation purposes only as this tender is a 'rates based' tender.

Clause 13.7.1:

Amend Clause 13.7.1 to read as follows:

Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct or gross negligence.

Preface to Clause 14

The wording of the preface to Clause 14 shall be amended to read as follows:

The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Pricing Data. Clauses 14.1 to 14.4 (as amended) shall apply to such remuneration. Part C2.1 Pricing Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of this clause 14.

Clause 14.1

Replace the clause with the following:

14.1 Interim payments and Invoice

(a) The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. No lump sum fees shall be payable.

(b) The invoice for time-based items shall be up to its fees at its tendered Rates (subject to price adjustment in terms of 3.16) times the number of hours of work done by the relevant category of staff up to the hours approved by the Project Manager regarding such Project in terms of par 6(g), (h) and / or (i) of Part C3.1 Scope of Work, minus the retention referred to in 14.1A(a).

(c) The Project Manager shall be entitled to decline to approve payment of such an invoice if in his opinion the remaining work to be done regarding the relevant Project still requires more time than the can be paid for in terms of the approved budget for such part.

Clause 14.1A

Insert Clause 14.1A after 14.1

14.1A Retention

Subject to the provisions of Part C3.1 Scope of Work:

(a) The Service Provider shall deduct from its invoice for work done regarding the relevant Project for time-based items an amount of 15%.

(b) The Service Provider shall be entitled to claim the payment of such retention only once the relevant Project is completed, as approved by the Project Manager. The Project Manager may authorise partial payment of the retention on good cause shown.

Clause 14.2

Replace the clause with the following:

Only one invoice per month may be issued by the Service Provider. The Employer shall endeavour to pay any invoices within 30 days of receipt of a valid invoice. Service Provider's tax clearance certificate expires during the contract period, the Employer shall be entitled to withhold payment without incurring any liability whatsoever, until a valid tax clearance certificate is submitted to the Employer.

Clause 14.3

Replace the clause with the following:

If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice, except in as far it is necessary for an amended invoice to be issued and processed.

Clause 14.4

Replace the clause with the following:

14.4 Records regarding time-based Services

(a) In respect of Services charged for on a time-basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of twenty four months after the completion or termination of the Contract.

(b) Within this period the Project Manager or another authorised representative of the Employer may:

- (i) require such records to be provided to the Employer; or
- (ii) inspect the Service Providers record in this regard or cause it to be inspected by a person nominated by the Project Manager or another authorised representative of the Employer.

(c) Notwithstanding the provisions of 14.4(b), on not less than 14 Days notice, the Employer may require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

Clause 14.5

Insert the following clause 14.5 after clause 14.4

14.5. Tax Invoices

Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

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

Clause 15:

Add the following:

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

7. PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

The Service Provider is:

Postal Address:
.....

Physical Address:
.....

Telephone:

Facsimile:

The authorised and designated representative of the Service Provider is:

Name:

The address for receipt of communication is:

Address:
.....

Telephone:

Facsimile:

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

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/Mandatarv/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993
AS AMENDED.

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at on the 13TH day of FEBRUARY 2018

Witness

Mandatarv /

Signed at on the day of 20

Witness

for and on behalf of
City of Cape Town

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

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

PART C2: PRICING DATA

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PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

C2.1 PRICING ASSUMPTIONS

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

1. The short descriptions given in the Pricing Schedule below are brief and used to identify the functions for which rates and prices are required. Detailed descriptions of the Functional Areas and Project Management services to be priced are provided in the Scope of Work.

2. The rates, sums, percentage fees and prices in the Pricing Schedule are to be fully inclusive and covers all work described under the relevant 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 Part C3.1 Scope of Work ("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 the Tenderer's overhead charges, including profit. Regarding time-based charges see further par 14 of this Part 2.1 Pricing Assumptions.

3. For the purpose of the Pricing Schedule, the following phrases shall have the meanings hereby assigned to them:

3.1 Unit: The unit of measurement for each item of work.

3.2 Quantity: The number of units of work for each item

3.3 Rate: The agreed payment per unit of measurement for each item of work. In Pricing Table 1, the rate (in the 6th column) is a rate per hour for the relevant resource.

3.4 Category of Staff: Category A, B, C, D or E staff (as defined in par 10 below), per Functional Area, per item.

3.5 Resource sub-category:

- (a) The Tenderer is free to tender different rates per hour regarding different sub-categories of resources under each Category of Staff.
- (b) The Tenderer must tender a rate for each sub-category listed in Pricing Table 1.
- (c) Where a sub-category is listed as "Auxiliary Resource", the rates are calculated based on the range of rates tendered for the relevant Category of Staff by the Tenderer, which calculation is done automatically in the Excel spreadsheet. Auxiliary Resource(s) will be used in the case where the undertaking of certain components of work aligned to the C3.1 Scope of Work requires an additional Specialist or resource as provided for in C3.1 Scope of Work, par 6(f) and 15(e). The Project Manager may approve an appropriate Auxiliary Resource rate in relation to the Specialist's relevant experience, skill and the current market rate in the relevant field, in accordance also with the provisions of par 6(f) in C3.1 Scope of Work.

3.6 Category Weighting:

- (a) For the purposes of price comparison, each Category of Staff is assigned a "weighting" which represents the expected amount of effort (hours) per category, as a proportion of the total estimated effort (hours) of the Project.
- (b) The sum total percentage of the weighting of each category of staff is equal to 100%.

3.7 Sub-category Weighting:

- (a) For the purposes of price comparison, each sub-category is assigned a "weighting" which represents the expected amount of effort (hours) per sub-category, as a proportion of the total estimated effort (hours) for the category.
- (b) The sum total percentage of the weighting of resources (sub-categories) which make up each category of staff is equal to 100%.

3.8 Weighted value of sub-category:

(a) The weighted value of each sub-category is calculated according to the following formula:

$$(H1 \times P1 \times R1)$$

where

- (i) H is the estimated effort (hours) for the relevant Category of Staff.
- (ii) P is the percentage of estimated effort assigned to the sub-category, as a proportion of the total estimated effort of the category;
- (iii) R is the rate for a resource sub-category under the relevant Category of Staff

3.9 Amount: The amount in the last column of Pricing Table 1, calculated by adding the weighted value of each sub-category in the relevant Category of Staff.

3.10 Sub-total: A calculated sub-total of all relevant Amounts in Pricing Table 1 regarding the Categories of Staff, and in Tables 2 and 3, regarding the relevant items as set out in such table.

3.11 Provisional sum: As defined in 13 below.

3.14 Recoverable expenses: Expenses actually incurred by the Service Provider directly in regard to the delivery of the Services or as otherwise approved by the Project Manager, other than those excluded in par 15 of this Part 2.1.

3.15 Percentage Fee: The tendered fee for a service, the extent of which is described in Part 2.2 Pricing Schedule as read with the Scope of Work, expressed as a percentage of the value or part thereof that the Service Provider may claim.

4. A rate, percentage fee and/or price as applicable, is agreed regarding each item in the Pricing Schedule. Where the rate regarding an item is omitted, the provisions of clause F.3.9 of the Standard Conditions of Tender, as amended by way of the Tender Data, shall apply in such case.
5. Where quantities and / or an estimated level of effort (hours) are provided in the Pricing Schedule, these are provisional and do not necessarily represent the actual amount of work to be done and are used only for tender evaluation purposes. The Tenderer may NOT amend the estimated number of hours in Part 2.2 Pricing Schedule. However, Tenderers are invited to raise questions of clarity on the tender if they are of the view that the number of hours is significantly out of alignment with the likely amount of work required. If the Employer agrees, the Employer may issue an amended Pricing Schedule as an addendum to the tender. Note: The tender price carried forward to C1.1 form of offer and acceptance is for evaluation purposes only and is NOT a contract sum, as this tender is a 'rates based' tender (as described further in para 6(a) in Part 3.1 Scope of Works)
6. The quantities of work accepted and certified for payment will be used to determine payments due and not the quantities or the estimated level of effort (hours) given in the Pricing Schedule. In respect of time-based services, the allocation of staff must be agreed with the Employer before such services are rendered, subject to the provisions of par 6(g), (h) and (i) of Part C3.1 Scope of Work.
7. Where a Percentage Fee is provided for in Part 2.2 Pricing Schedule the Tenderer must tender such a percentage fee in the space provided, up to the maximum specified. Where the Tenderer fails to enter such a Percentage Fee, the Tenderer will be deemed to tender a Percentage Fee of 2.5%. Tenderers are required to insert their tendered percentage fee in the space provided. The amount due to the Service Provider under in a given invoice will be calculated accordingly.
8. Only one (flat rate) percentage fee per item may be tendered.
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, as amended by way of the Contract Data.
10. Regarding Pricing Table 1, the Categories of Staff (A, B, C, D, E) in respect of time-based rates shall be as defined as per the categories below:
 - A Top practitioner: Shall mean a top practitioner whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert; and relevant degree or qualification, and more than 15 years relevant experience (unless reduced years of experience can be substantiated by the level of expertise offered, as approved by the Project Manager).

- B Senior practitioner: Shall mean a with a high level of expertise, and who carry the direct responsibility for one or more specific functions related to a relevant project, who has a relevant degree or qualification, and more than 10 years relevant experience (unless reduced years of experience can be substantiated by the level of expertise offered, as approved by the Project Manager).
- C Other professional staff: Shall mean professional staff with adequate expertise and relevant experience and who carry the direct technical responsibility for one or more specific functions related to a relevant project; and relevant degree or qualification, and more than 5 years relevant experience (unless reduced years of experience can be substantiated by the level of expertise offered, as approved by the Project Manager).
- D Working staff: Shall mean technical or other staff working under the direction and control provided by any person contemplated in categories A, B or C, who has a relevant diploma or degree, and more than three years relevant experience, or have extensive experience and expertise despite not having a relevant diploma or degree.
- E: Matric or other suitable expertise and experience.

11. Tenderers may only tender rates for the number of sub-categories listed per Category of Staff, and thus may not add additional resources (rows) in the electronic version of the Pricing Schedule to the column headed "Resource sub-category", or to the hard copy of the Pricing Schedule.

12. Tenderers must make use of the electronic copy of the Pricing Schedule issued in Excel, rather than using the hard copy provided in the tender documents.

- (a) The formulae provided in the electronic copy of the Pricing Schedule, in Microsoft Excel, are locked and may not be amended.
- (b) Use of the electronic copy is subject to the conditions of F.4.10 of Part 1.2 Tender Data.
- (c) It is the Tenderer's responsibility to ensure that all cells are completed in a manner such that there are no errors in the version submitted as part of the tender. The Tenderer is encouraged to complete the Pricing Schedule early to test that it operates to its satisfaction in the early part of the tender period, so that any problems can be brought to the attention of the City for correction through a Tender Notice.

13. Provisional sums

- (a) Where provisional sums are provided in respect of other services in the Pricing Schedule, these amounts shall not be payable in part or in full should such work or such disbursements not be required.
- (b) Where other services falling under provisional sums are to be sub-contracted out by the Service Provider (i.e. other than where work is covered by the rates tendered by the Service Provider, or by another condition of this tender), and where the cost of such services 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.
- (c) Where such other services are provided through a sub-contract arrangement, and where such 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.
- (d) The Project Manager may approve the appointment of a sole provider for such other work, where there is justification in terms of the City's procurement procedure to do so.
- (e) The provisions of sub-pars (b) or (c) do not apply to sub-contracting of Specialists or of other resources covered by Pricing Table 1, where such payment will be covered by the relevant agreed rate or the deemed rate as provided in par 4 above.
- (f) Where provided for in the Pricing Schedule regarding Recoverable Expenses (other than where work is covered by the rates agreed with the Service Provider read with the remainder of the tender), a mark-up (extra over) in respect of all other costs, and overhead charges will be applicable, as provided in Item e) of Pricing Table 2 in the Pricing Schedule.
- (g) Regarding the appointment of facilitators and professional advisors and industry liaison specialists who may perform professional services regarding the relevant Functional Areas, where such appointment requires agreement of relevant industry parties, procurement shall be done by direct appointment, after consultation with the relevant industry parties and with the written approval of the Project Manager. The Service Provider may charge a mark-up regarding costs in this regard of this of 5%, on the basis that the Service Provider is not responsible for such professional output and timeline of such professionals.

14. Time-based rates agreed are all-inclusive regarding the execution of the work described in the provisions of Part C3.1 Scope of Work.

(a) They include:

- (i) profit / mark-up, and for overhead charges incurred by the Service Provider as part of general business operations (unless they relate only to the service that the Service Provider could not reasonably have anticipated), including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only;
 - (ii) travel within the metropolitan area of Cape Town;
 - (iii) printing / copying of all draft or final documents or for the record or use of the Service Provider, including up to 10 copies of such documents produced by the Service Provider for the Employer's use, on the request of the Employer;
 - (iv) cost for subsistence for Specialists (e.g. when they are away from their home town) other than as provided for in 15(d) of C3.1 Scope of Work, typing, communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, percentage fees and prices for normal and additional services rendered;
 - (v) the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data and the Scope of Work.
- (b) Time-based fees are calculated by multiplying the relevant hourly rate in the Pricing Schedule regarding the relevant resource, with the actual time spent per relevant resource in rendering the services required by the client, subject to par 6 (g), (h) and (i) of Part C3.1 Scope of Work.
- (c) Work by staff members in mentorship and training are deemed to be included in the rate of the tendered professional staff without additional time being allowed for such work, unless otherwise agreed by the Project Manager.
- (d) The Project Manager may agree to rates for equivalent services to those tendered for, or for staff working at a lower rate than the tendered rate, as provided in the Scope of Work, par 6.

15. Only those recoverable expenses listed or implied in the Pricing Schedule will be reimbursed to the Service Provider.

- (a) The Service Provider will be permitted to claim under Provisions where the Service Provider incurs additional costs regarding services where the Service Provider could not reasonably have anticipated such costs or where they relate to specific additional requirements of the Employer.
- (b) Printing of all draft documents or for the record or use of the Service Provider, including up to 10 copies of documents (including draft documents) produced by the Service Provider for the Employer shall be for the Service Provider's account and cannot be claimed for.
- (c) Subject to sub-par (a), other expenses regarding items as specified or required by the Employer may be billed under item c) of Pricing Table 2.
- (d) Travel by car outside of the metropolitan area of Cape Town shall be chargeable at the standard rate as set by Council, and travel by public transport may be claimed at the price paid (the latter without needing to provide documentary proof of such expenditure). Travel by air can be charged only at economy class and is subject to prior approval by the Project Manager. The cost of accommodation shall be limited to the cost of three star hotel accommodation or an equivalent form and level of accommodation (i.e. guest house, bed and breakfast etc.). Meals taken while away from the resource's city or residence area at a reasonable level. The Project Manager may waive the limits in this sub-par on good cause shown.

16. Tenderers are to note that the planning for this contract is based on an eight year budget (which among others is the period used to set the provisional sums in Table 2 in the Pricing Schedule) which may be subject to change in terms of the Contract Data. The Employer reserves the right to reduce or increase the scope of work according to the dictates of the budget, to appoint other service providers to do any work that fall within the scope of this tender, or to terminate this contract, without adjustment to the agreed rates 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 way of the Contract Data.

17. Value Added Tax (VAT) must be excluded in Table 1 and Table 2 of C2.2 Pricing Schedule. VAT may be charged for works undertaken, in accordance with par 6 (g), (h) and (i) of Part C3.1 Scope of Work.

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

C2.2 PRICING SCHEDULE

- 1) A hard copy of the Pricing Schedule appears below.
- 2) The Pricing Schedule is also issued electronically, and tenderers must use the Pricing Schedule in Microsoft Excel to prepare their prices, print the full schedule (ensuring that every page of each of the three electronic sheets are printed), sign the last page, and submit as part of their tender in full compliance with clause F.4.10 of the Tender Data (as this clause has been amended by paragraph 2.6.2 above).

PART C3: SCOPE OF WORK

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CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

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1. INTRODUCTION

The Transport and Urban Development Authority (TDA) was established in the City of Cape Town ("the City" or "the Employer") as its transport authority, to fulfil the following functions as further set out in the Constitution of the TDA By-Law (2016):

- Transport Planning Authority;
- Contracting Authority;
- Municipal Regulatory Entity;
- TDA Business Management;
- Investment Management;
- Enforcement;
- Liaison, Communication and Stakeholder Management;
- Infrastructure Management;
- Network Operations Management;
- Urban Planning;
- Human Settlements; and
- Urban Sustainability.

The TDA structure, as described below, has streamlined two Directorates and the Transport Authority into one Authority, so as to be fit for purpose. It has re-orientated these functions, all under the business-oriented principles of performance-driven service delivery and investment-led spatial transformation in order to implement the functions of Integrated Transport, urban planning, human settlements, environmental management, land development and all related investment with the focus on TOD investment and rollout.

TDA comprises of two portfolio's, the Integrated Transport portfolio and the Urban Development Investment portfolio, a business support function, and the Urban Integration; Environmental Management; and Development Management directorates.

The **Integrated Transport portfolio** (referred to hereunder as Integrated Transport) includes the two assignments (contracting authority and the municipal regulatory entity), and lays the foundation to take on more rail-related functions that will come into effect over the next five years, providing for the Transport Planning, Contract Operations, Asset Management and Maintenance, Network Management and Regulations directorates.

TDA's Integrated Public Transport Network (IPTN) is being planned to transform the public transport sector by improving the customer experience. The first leg of the IPTN that the City commenced with was the rolling out of the first phase of a Bus Rapid Transit ("BRT") system known as the MyCiTi service.

The implementation of Phase 1 and the N2 Express has highlighted the high infrastructure and operational costs of BRT, the lower than anticipated fare revenue and the importance of demand patterns for improving financial sustainability. TDA is considering a greater role for non-BRT services such as minibus-taxi and quality bus services to take advantage of the comparative strengths of alternative PT modes (on the basis that the current shortcomings of the minibus-taxi industry are addressed).

The City's approach to integrated transport is multi-modal. The key modes are passenger rail, trunk based bus rapid transit (BRT), quality bus services (being conventional bus services enhanced by modernising features and integration with the wider network to complement the rail and BRT network by providing a combination of feeder and direct services), and minibus-taxis envisioned to provide on-demand and demand responsive services, both as feeders to trunk services as well as direct services from origins to final destinations where appropriate. These modes will together form part of an integrated transport solution, supplemented through improved provision for non-motorised transport (NMT). The overall initiative will consist of an integrated package of measures, including other road based services, improved pedestrian and bicycle access, improved parking management and the provision of park-and-ride facilities.

These components form part of the City of Cape Town's Integrated Public Transport Network (IPTN) plan which was approved by Council in 2014 as the systems planning base and forms basis for future investment in public transport infrastructure. The IPTN consists of the Network Plan, the Operations Plan, the Business Plan and the Implementation Plan, together collectively referred to as the IPTN Package of Plans, which determined the long term strategic business model for a viable high quality integrated public transport system for Cape Town, and sets the high-level parameters for system design and operations to inform corridor level plans in order to meet the requirements of fiscal and financial sustainability.

The IPTN aims to transform the current disjointed network reality into the IPTN vision through an integrated, inter-operative and intermodal network service, as elaborated in the City's Comprehensive Integrated Transport Plan.

(CITP). The IPTN provides for a multi-modal integrated public transport approach, the key elements include:

- Improving demand patterns through changes in land use towards Transit Oriented Development (TOD) and effective Travel Demand Management;
- Pursuing the assignment of the passenger rail function and associated subsidy in a structured and incremental manner in order to address the rapid decline in rail services by recapitalising rail, building key rail links and improving operations;
- Planning, designing and implementing BRT on key corridors;
- Providing quality bus services as high order feeders and a selection of direct services, through rationalizing and integrating current GABS services into the IPTN;
- Investing in the minibus-taxi industry to improve the service offering as an integral part of the service mix, including on-demand and demand responsive services;
- Advancing Non-Motorised Transport (NMT) to improve the quality of streets and public spaces and reduce passengers on the motorized transport system;
- Developing innovative technological solutions, building on new mobile phone based e-hailing technologies to develop 'new generation' public transport servicers, improving regulation and enforcement, and ensure an integrated, cost-effective and user friendly fare system;
- Improving performance of road based public transport through prioritised infrastructure and other measures;
- Optimising revenue generation through fares, grants, City rates contributions and the development of new local revenue sources;
- Ensuring optimal management of the multi-modal network including through scheduling integration, sound regulation and effective enforcement.

The **Urban Development Investment portfolio** referred to hereunder as Urban Development Investment) includes budgeting, revenue management and investment and is responsible for the long term transversal strategy related to the built environment, catalytic TOD and other investment programmes. This portfolio consists of Urban Catalytic Investment, Business Resource Management, Built Environment Management and Human Settlement Implementation directorates.

Access to adequate housing is a basic human right in terms of the Constitution. It is the government's duty to take reasonable legislative and other measures, within its available resources, to achieve the realisation of this right on a progressive basis. Adequate housing is measured in terms of certain core factors including legal security of tenure, the availability of services, materials, facilities and infrastructure, affordability, accessibility and location. However, urbanisation rates in developing cities are extremely high. In 2016, the City's population exceeded 4 billion³. Whilst Cape Town has consistently been able to provide residents, including those in informal settlements and backyard dwellings, with high levels of access to basic municipal services, expanding informal settlements and escalating numbers of households living in backyard structures make it challenging to keep pace with service delivery demands. Informal living conditions are likely to remain a reality given urbanisation trends and whilst demand for formal housing exceeds supply. An appropriate model of service delivery is required to improve living conditions and quality of life in informal contexts. The City has adopted an approach to mainstream basic service delivery, restructure service delivery interventions across housing sub-markets (including informal settlements, backyarders and rental stock) and promote security of tenure.

The City's Transit Oriented Development (TOD) Strategic Framework (2016) is TDA's long-term development strategy. It prescribes how new development should happen through planning, land use management and project implementation; and how existing public infrastructure should be transformed to address the legacy of apartheid spatial planning, the high cost of public transport, and urbanisation; while also stimulating economic growth. TOD is a new approach to integrate spatial and transport planning that prioritises more efficient land use, with increased densities and mixed uses. It prioritises the right development in the right locations with public transport and access as the determining factors. Going forward, it means that the delivery of new housing opportunities will not happen in isolation, but in conjunction with access to work opportunities and access to public transport. It means affordable housing will be provided on well-located land, close to work opportunities, schools, social amenities and social services.

2. BACKGROUND

TDA requires, through this tender, additional resources and skilled service providers in support of its Business Planning Branch, which is responsible for integrated business planning, business analysis processes, determination of business parameters through business design processes, and business improvement for the TDA functions described above.

³ 2016 Cape Town community survey

Many TDA projects and programmes require design and drafting of business plans, business cases, the setting of business parameters and determining appropriate specifications from a business perspective. In terms of Integrated Transport, this includes vehicle operations, station management, advertising, parking management etc. In terms of Urban Development and Investment, this includes travel demand management, TOD, catalytic projects, forward planning, land use management, development control and human settlements.

Background documents made available to Tenderers via a compact disk forming part of the tender document are listed below in Part C4.2 Background Documents.

3. EMPLOYER'S OBJECTIVES

- (a) The Employer's objective is to procure the provision of a panel of professionals and related services required to undertake a range of Services relating to TDA's Business Planning processes including:
- (i) developing integrated business plans and business models; business case investigations and feasibility studies;
 - (ii) undertaking business analysis, scenario planning evaluation and development, financial modelling and cost benefit analysis through multiple criteria assessment;
 - (iii) business design and determination of business parameters to inform planning, design, implementation and operations;
 - (iv) developing business strategies and a business approach;
 - (v) developing funding and financing strategies / options to enhance revenues and financial support;
 - (vi) undertaking ancillary activities and providing additional support to TDA functionaries from a Business Planning perspective;

in support of the Integrated Transport, Urban Development Investment, and the broader objectives of TDA, as set out in this Part C3.1.

- (b) The Employer's objective is further to supplement the internal resources of the TDA Business Planning branch through this tender.
- (c) The Employer's objective is further to procure professional services to assist regarding business planning-related components of all TDA's functions, and / or provide support to the relevant functionaries in the TDA structure where required, in order to prepare function-specific, or integrated, or transversal business planning outputs within TDA, to undertake business analysis, to design business parameters and to optimise services through business improvement processes. Thus the scope of work includes professional services related to, or in support of, business planning for high-quality integrated transport services (including the development and implementation of an incremental and structured approach towards improving urban rail); provision of housing, including restructuring service delivery models across various housing sub-markets; urban planning, urban development and land use management to achieve Cape Town's TOD vision; and other projects that require transversal or function-specific business planning support regarding TDA's Integrated Transport and Urban Development and Investment approach or regarding any other TDA function; as well as additional projects and programmes which may require Business Planning input, and any work required needed by or to support business planning processes.
- (d) This is a transversal tender, with the effect that any branch, department or portfolio in TDA may make use of the professional services offered through this tender, subject to the approval of the Principal Project Manager, and subject to the conditions that she may set for such use. "Transversal use of the tender" means when such other branch, department or portfolio uses this tender for professional services.
- (e) As the work required in terms of this tender is considered to be of a complex nature, and requires considerable expertise and experience, it is essential that suitably qualified and experienced personnel be provided by the successful Tenderer. The Service Provider shall provide and maintain the involvement of the Key Personnel, and a Panel of Additional Specialists, as required by the Project Manager for work or segments of work related to the scope of work for this tender.
- (f) The Employer's objective is for the Key Personnel and panel of additional professional specialists to be integrated in the sense that they are managed towards an integrated set of outputs, and that the various phases and projects benefit from work done on other phases and projects within TDA in a way that reinforces the holistic intent of the institutional structure presented in the TDA Constitution By-law (2016), in order to deliver on the Integrated Transport and Urban Development Investment portfolios, based on a matrix approach which is performance oriented and investment driven.

- (g) For these reasons a core function of the Tenderer is to provide team management and facilitation services between the different services provided.
- (h) The contract period of this tender shall be eight years from the commencement of this contract (refer to clause 13 of C2.1), subject to C1.1 The Form of Offer and Acceptance, par 16 of Part 2.1 Pricing Assumptions and to clause 8.2 of the Standard Professional Services Contract (as amended by Part C1.2 Contract Data).
- (i) While the City intends to use the professional services of the successful Tenderer to provide the Services, the awarding of this tender will not result in the successful Tenderer obtaining exclusivity regarding the tendered services, and therefore the City shall not be precluded from procuring services included in the scope of this tender from another service provider.

4. THE SERVICES REQUIRED

The Services that may be required from the Service Provider are those described at a high level in the preceding paragraphs, with further examples given in the more detailed functional areas described below in pars 7-11, referred to in this document as "the Functional Areas", and managed in terms of par 6 below.

The scope of this tender includes all currently anticipated and potential additional TDA Business Planning and ancillary processes.

All of these services are referred to in this document as 'the Services'.

The Services should be informed by earlier phases of implementation of TDA services, including business planning components thereof. In this regard, the Project Manager shall issue the Close-Out report delivered by the previous Professional Services Service Provider to the Service Provider appointed in terms of this Contract.

In addition, where appropriate, at the outset of the activation of a particular Project or Task, the Project Manager will brief the Service Provider regarding relevant work undertaken by the City that preceded the activation of a particular Project or Task, and a consolidated report will be provided.

The Services Provider shall also ensure that it is informed by projects and services run or designed in other South African cities, and internationally (where possible), which may include scenario planning; investigation of optimisation measures to improve efficiencies, reduce costs, increase system income; and improve overall sustainability.

5. USE OF REASONABLE SKILL AND CARE

TDA's current and planned investment represents a significant capital investment will have long term implications for residents of Cape Town, commuters, property owners and businesses. The Services will affect broader economic, spatial development and environmental (biophysical, socio-economic and cultural) processes. For these reasons the Service Provider is required to provide all aspects of the Services described within the parameters of this tender with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

6. MANAGEMENT OF THE SERVICES

- (a) An estimated level of effort for different functions, and related to resources within different grades (as set out in Par C.2.1) has been provided in the Part C2.2 Price Schedule only for informational purposes, to allow thorough price competition during the tender process and to determine the final contract price for evaluation purposes. For the purposes of these estimations, a "person-week" is defined as 40 hours of labour per week per person. However, these estimations may not be indicative of the actual requirements of a specific Project falling within this tender. Each project falling within this tender will be dependent upon contextually specific factors. The tendered amount and the eventual contract price do not afford the Tenderer the right to claim up to this total amount or any specific proportion of the contract price if these services are not required by the Project Manager.
- (b) Regarding this part C3: Scope of Work:-
 - (i) For traversal use of the tender referred to in par 3(d), the Employer will act through the Employer's Principal Project Manager, or her Delegate; or as otherwise advised in writing by the Employer;
 - (ii) Regarding all other use of the tender the Employer will act through the Employer's Project Manager or his Delegate; or as otherwise advised in writing by the Employer.

- (c) The Functional Areas, whether described below or additional (including activities and outputs) may overlap. Thus preference will be given in the tender evaluation to tenderers which offer Key Personnel and / or Panel members of Additional Specialists who can effectively contribute to multiple tasks across the spectrum of core Functional Areas, where this will enhance the integration between the different categories, components and Functional Areas, provided that the Tenderer can provide sufficient resources to contribute to multiple tasks effectively and efficiently.
- (d) Regarding all Services, the Service Provider may be required to provide: (i) The required staff to assist with carrying out the Services, and in the implementation of recommendations (as accepted or amended by the Project Manager), in as far as the required staff is not available within the establishment of the TDA branch responsible for business planning, subject to the accepted rates; or (ii) the required legal advice and contract drafting if required by the Project Manager, as an integrated service spanning both legal advice and other professional services. Where required in terms of City policy, the Project Manager will obtain legal input and / or sign-off from the City's Legal Services regarding legal advice.
- (e) Regarding all the Services (including the Functional Areas and activities described below), the Project Manager at its own discretion shall direct which elements the Service provider must deliver upon.
- (i) Where the Project Manager does not direct that such work commence, the Service Provider shall have no claim against the Employer.
 - (ii) Where work does commence but the Project Manager directs that work on a given Functional Area activity or output should cease, the Service Provider shall not have a claim against the Employer for work not yet done.
 - (iii) The awarding of this tender will not result in the successful Tenderer as Service Provider obtaining exclusivity regarding the tendered services, and therefore the City shall not be precluded from procuring services included in the scope of this tender from another service provider.
 - (iv) The Project Manager, after consultation with the Service Provider, will determine the specific resource(s) that will be deployed to provide the required Services, or may permit the Service Provider to determine the specific resource(s) itself.
- (f) The Project Manager may require the Service Provider to provide other services in addition to the Key Personnel and/or Panel of Additional Specialists (listed in **TABLE 1** and **TABLE 2** relevant to scope of this tender, at the same rates tendered for by the Service Provider in Part C2.2 Pricing Schedule. The Project Manager is authorised to require of or permit the Service Provider to make use of the services of alternate personnel or Specialists required, and to agree to charge appropriate rates, provided that such rates do not exceed the rates of personnel or Specialists agreed in the Pricing Schedule that the Project Manager considers to be an equivalent. The Project Manager may negotiate lower rates with the Service Provider than the equivalent tendered rates that the Project Manager considers relevant to the work and staff required.
- (g) The Project Manager may at any time issue a request to the Service Provider regarding any part of the Service (referred to as a Project) for a Project Plan for the Project Manager's approval.
- (i) A Project Plan may, as directed by the Project Manager, include a workplan, and a program indicating the duration of specific Projects, a Delivery Date, the category of resources and / or individual resources that the Service Provider proposes to apply, the time and disbursements (if relevant) required to fulfil such Projects, and /or the budget for such Project, and may include a statement of methodology.
 - (ii) As directed by the Project Manager, a Project Plan may identify milestones against which full payment for work completed may be authorised by the Project Manager, resulting in release of Retention if appropriate.
 - (iii) The Project Manager may approve the Project Plan subject to reasonable and motivated amendments, and the level of detail required in a Project Plan will be determined by the Project Manager in relation to the nature of the specific Project.
 - (iv) Subject to pars (h) and (j), no financial obligations will be imposed upon the Employer without a Project Plan for a Project having been approved by the Project Manager and the Service Provider may only invoice for satisfactory progress regarding such work on an interim basis, based on the Project Plan, as approved by the Project Manager (see par (j)).
 - (v) Extensions to the approved Delivery Date will be dealt with in terms of clause 8.2.4 of the Standard Professional Services Contract, as amended by way of the Contract Data. The Project Manager may at any time agree to an amended workplan, allocation of resources, time and disbursements (if relevant), statement of methodology, or budget where appropriate.
 - (vi) The approved Project Plan, referred to above, shall be deemed to be a contract, with all terms and conditions of this Agreement being applicable, read with the scope of the approved Project Plan, subject to amendments appropriately approved.
- (h) The Project Manager may determine that, instead of using the method in par (g) above, a particular Task

*Amended
through
tender
notice
(see Sch.
18 p 306)*

or group of Tasks shall be managed and billed for on the basis of the time spent by the relevant personnel of the Service Provider times the applicable rates.

- (i) The Project Manager may, in agreement with the Service Provider, determine that, instead of using the method in pars (g) or (h) above, a particular Project or Task or group of Projects or Tasks shall be billed for by the Service Provider on the basis of an agreed fixed amount which again shall be based on an upfront assessment of the likely time to be spent by the relevant personnel of the Service Provider times the hourly rates of such personnel. The Project Manager may approve reimbursement for other disbursements in addition from the Provisional Sums.
- (j) Payment of fees and reimbursements in respect of an item not signed off on behalf of the City as having been concluded to its satisfaction (i.e. as being final) will be considered an interim payment in terms of Part C1.2 Contract Data, clause 14.1(a), in that the interim payment is considered a part of the full payment for the final item. Interim payment may be authorised, based on Satisfactory Progress being certified by the Project Manager, based on information supplied by the Service Provider.
 - (i) "Satisfactory progress" shall be determined taking into account resource utilisation, time spent, progress achieved in relation to projects and tasks.
 - (ii) In the ordinary course of business, full payment will only be authorised once an item has received final sign-off from the Project Manager. Where an item is not accepted as final by the Project Manager (as reasonably determined by the Project Manager after consultation with the Service Provider), it must be amended by the Service Provider to the extent required to meet the Project Manager's approval as final.
 - (iii) If an item is delivered after the relevant Delivery Date (or not yet delivered), and until the item is delivered in a form adequate to meet the Project Manager's approval (as reasonably determined by the Project Manager, after consultation with the Service Provider), the City shall be entitled to levy a penalty as provided for in the contract. Where an item is not delivered at all, or is delivered in a form unacceptable to the Project Manager, the City reserves the right to claim repayment of a portion of the interim payment made as may be appropriate in the circumstances.
- (k) Regarding retention deductible in terms of Part C1.2 Contract Data, clause 14:
 - (i) Retention will be applicable to all Projects and Tasks, unless waived by the Project Manager.
 - (ii) Retentions will generally be applicable to Projects, e.g. when payment is made against a Project that has a defined scope of work, a projected end date and projected cost / time allocation.
 - (iii) Retention is generally not applicable where there is no defined end date for a Project or Task as a result of either the document needing to be continually updated or dependencies on other stakeholders prevents a defined end date from being established.
 - (iv) Retentions are generally not applicable to drafting of minutes and related attendance of meetings (unless and where payment is made on a final product only i.e. there are no interim payments).

(l) Project management and facilitation services

Effective project management and facilitation is required between concurrent activities/ projects/ programmes of the Services required in order to expedite coordinated delivery of multiple workstreams, to achieve the required outcomes in an expedited manner.

- (i) The Service Provider shall ensure that each Functional Area of this tender will be conducted in an integrated and co-ordinated manner. Where multiple activities/projects/ programmes regarding these Services are concurrently underway, the Service Provider will ensure that workstreams are integrated and informed by each another to ensure consistency in respect of assumptions, parameters and other relevant information.
- (ii) The activities to be undertaken by the Service Provider may include:
 - A. The provision of standard services described in Board Notice 52 of 2010: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act, 2000, (Act No. 48 of 2000) published in Government Gazette No. 33102, or relevant standards applicable to project management of operations, as amended or amplified upon in the functional area description below, including:
 - Overall project management services regarding this contract, including the development and regular updates of Gantt charts outlining project programming and progress, including monthly progress reports;
 - Further professional project management services as required;

- Project risk management services.
 - B. Any or all of the Additional Services described in of Board Notice 52 of 2010: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act, 2000, (Act No. 48 of 2000) published in Government Gazette No. 33102, as amended, the cost of which will be covered by a contingency or time-based allowance.
 - C. Record-keeping of all relevant meetings (participation list and minuting of purpose of meeting, decisions and actions) including meetings attended only for minuting purposes, as directed by the Project Manager.
 - D. Scoping all the issues, plan and programme the implementation of deliverables in detail, ensuring that the expectation of the Project Manager and the various project teams is aligned, including gathering information and familiarise itself with all existing projects and programmes with respect to all work streams, identify key milestones, areas of high risk and determine interdependencies between the different work streams
- (iii) The Contract Lead will report to the Project Manager. The Contract Lead may be appointed by the Project Manager as its agent regarding other contractors employed by the TDA branch responsible for Business Planning. At the discretion of the Project Manager, communications between the Project Manager and any Consultant employed through this tender shall be copied to the Contract Lead to ensure the required levels of integration and project management.
- (iv) It is noted that the project management services required in terms of this tender will primarily focus on more detailed project management regarding this contract and the TDA branch responsible for business planning, within the context of any overall project management services that may be provided to the relevant TDA Directorates. The Project Manager may require of the Service Provider to report, regarding project management elements, to a higher-level project management service provider (which may be internal in TDA or an externally contracted project management service provider).
- (v) Outputs may include:
- Inception reports detailing methodology and approach
 - Monthly, quarterly and annual progress reports;
 - Effective project management, including regular work plans, Gantt charts, critical path outlining project programming and progress or other programming tools as required by the Project Manager;
 - Input on risk management, and risk register as it relates to particular deliverables;
 - Minutes of meetings as instructed.

7. FUNCTIONAL AREA 1: INTEGRATED BUSINESS PLANS

Preparing integrated business plans requires, at a broad level, working transversally with relevant TDA functionaries to assess, cost and evaluate various scenarios and service delivery models; to identifying business risks and opportunities; and to assess and recommend business models to enhance financial and overall sustainability. The above steps are essential to formulate an effective business case based on a sound business logic, strategy and approach towards components of the Integrated Transport and Urban Development Investment portfolios. This is necessary to ensure that quality services are delivered within the available funding envelope, and in so doing generate public value and ensure cost efficiency in public investment.

Irrespective of the different areas of work as described below, the business planning process for key deliverables is envisioned to include, inter alia:

- a) A process of Business Analysis (as described further in paragraph 8 of C3: Scope of Work)).
- b) The setting of Business Parameters and determination of specifications aligned to the Employer's strategic interests (as described further in paragraph 9 of C3: Scope of Work)).
- c) A process of Business Improvement (as described further in paragraph 12 of C3: Scope of Work))
- d) Ancillary business planning support services (as described further in paragraph 11 C3: Scope of Work))

Key Initial Deliverables to be are detailed below:

Key Initial Deliverable 1: Business Planning inputs into the Urban Rail Assignment Implementation Plan and subsequent Urban Rail business planning activities

Key Initial Deliverable 2: Business Strategy for Integrated Human Settlements

Other Initial Deliverables, which are included in the scope of this tender, are described in CITY OF CAPE TOWN

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

Part C3.2 – APPENDIX A: OTHER INITIAL DELIVERABLES on page 133.

The Business Plans will need to be prepared in conjunction with one another, with some Business Plans progressively informing others at varying degrees of detail.

It is critical that the process of Business Planning required for deliverables are carefully considered at the outset. A clear methodology and carefully considered and structured programme with key activities, resources, timeframes and milestones identified is required to ensure that the business plans are prepared in an efficient, effective and integrated manner.

7.1 KEY INITIAL DELIVERABLE (1): Business Planning inputs into the Urban Rail Assignment Implementation Plan and related Urban Rail business planning activities

Urban passenger rail services (referred to as Urban Rail hereafter) are of paramount importance to residents who live and work in Cape Town and the broader functional area. However Urban Rail has been in decline for many years. Over the last two years, the decline has escalated towards a critical state of collapse. It is estimated that passenger rail numbers have fallen by as much as 30% over the past two years, resulting in gridlock in the road network during extended peak periods with concomitant negative economic impacts on both affected commuters, and the City.

The City prepared a Business Plan for the assignment of the Urban Rail function which was approved by Council in October 2017. The Business Plan assesses the City's options for addressing Urban Rail, and recommends that the City proceeds, subject to various conditions and in conjunction with parallel processes as set out in the Council resolution, with an application to the National Department of Transport (NDoT) and National Treasury (NT) to have the Urban Rail function and the associated subsidy assigned to the City.

As part of the Business Planning process for the assignment of the Urban Rail function, TDA has been authorised to commence the process to take on the assignment of the Urban Rail function in a structured and incremental manner through preparing an Assignment Implementation Plan (AIP), and ultimately to develop a comprehensive rail master plan, as contemplated by the Business Plan.

Business Planning inputs into the AIP must:

- (a) Assess the business feasibility for the City of Cape Town to take the assignment of the Urban Rail function. This will require various assumptions to be developed and tested such as the Urban Rail business structure, operating model, and the operational cost and capital requirements. The above aspects are not exhaustive and needs to be developed and unpacked further.
- (b) Identify key business risks associated with the assignment of Urban Rail and develop appropriate mitigation strategies for the City, and assess whether the level of funding and grant appropriations (operational and capital) provided with the Urban Rail assignment will be sufficient for the City to undertake the assignment function.
- (c) Develop an objective approach to budget allocation and subsidisation of Urban Rail for detailed engagement with NDoT and NT;

Whilst this constitutes an initial piece of work to inform the assignment, it is envisaged that further business planning work will be required for Urban Rail.

7.2 KEY INITIAL DELIVERABLE (2): Business Strategy for Integrated Human Settlements and related Human Settlement Business Plan activities

Access to adequate housing is a basic right in terms of the Constitution, and is measured in terms of certain core factors including legal security of tenure, the availability of services, materials, facilities and infrastructure, affordability, accessibility and location.

The trend of rapid urbanization in Cape Town has led to the demand for formal housing continuing to exceed supply. The limited supply of affordable housing products available to those outside the subsidy band contributes to the inability of many Cape Town residents to access the formal housing market.

The City is currently preparing for Level 3 Accreditation which is assignment of the Human Settlements function.

The Business Strategy as outlined below assumes that assignment of the function is in place by 01 July 2018, and thus is required to give strategic guidance to the implementation, management and operation of subsidised human settlement projects in the city, including the provision of municipal services and infrastructure which promotes an incremental approach to the provision of adequate housing.

The Business Strategy process is not intended to duplicate existing documentation on the status-quo and current housing challenges.

The focus is rather an undertaking of scenario planning, trends analysis and the formulation of a business strategy to undertake:

A viability assessment of business models for the provision, management and maintenance of subsidised, social and rental housing products. In order to undertake this assessment, a methodology needs to be developed to ensure this assessment is undertaken at an appropriate level of detail, and in terms of the relevant factors, such as: institutional aspects, legal considerations, financial viability and life-cycle costs and benefits - to both the City and households. The above factors are not exhaustive and needs to be developed and unpacked further.

Whilst this constitutes an initial piece of work, it is envisaged that further business planning work will be required in support of Integrated Human Settlements, as described further in para 7.5(b) below.

7.3 Other initial deliverables that do not fall within the Key Initial Deliverables, but are included in the scope of this tender, are described in PART C3.2 – APPENDIX A: OTHER INITIAL DELIVERABLES ” on page 133

Other activities that the Service Provider may be required to undertake include:

7.4 Effective business planning input regarding existing services and projects

- (a) Provide appropriate services to achieve optimisation / moderation to help improve efficiencies, increase operational viability and ensure long term financial sustainability of business plans and related operational management, as directed by the Project Manager.

In support of System Planning processes (and to improve the quality of decision making), optimisation regarding transport operations may include, but is not limited to:

- (i) Assessment of profitability per route based on patronage, revenue and operating costs;
 - (ii) Route by Route analysis of demand profiles during peak, inter-peak and off-peak conditions using available data or surveyed data sources. Calibration of data sources may be necessary to ensure accuracy of results through undertaking manual verification surveys and using software tools to calibrate data;
 - (iii) Assessing and recommending potential interventions to reduce costs and improve revenue including, but not limited to: route optimisation, headway optimisation, bus optimisation, duty scheduling optimisation, enhanced vehicle operations i.e. express and limited stop services, adjusting vehicle type to vehicles of appropriate type/size, assessment of season variation and other adjustment factors and adjusting timetables accordingly, assessment of station and feeder stop utilisation, assessment of staffing requirements for contracted services, reduced services operations linked to demand i.e. night services, implementing bus priority measures to reduce cycle times;
 - (iv) Reviewing level of service standards informing system design;
 - (v) Reviewing network and operational design characteristics (if necessary);
 - (vi) Evaluation and assessment of the likely impact of TDM measures (to smooth the peak to off peak differential) and TOD measures (to improve the demand profile) on system performance and adjusting network and operating characteristics accordingly.
 - (vii) Quantifying the potential cost savings / revenue generation and evaluation of feasibility.
- (b) A process of Business improvement (as described further in para 10 of C3: Scope of Work)) including:
- (i) Detailed assessment of key interventions required to ensure the long-term financial sustainability operating costs of public transport at a satisfactory level of service. This assessment is likely to include TOD/TDM strategies and projects in support of public transport services - such as catalytic projects, the approach towards integrated human settlement planning and implementation, and other mechanisms / tools to smooth the peak: off peak differential and improve the demand profile (i.e. increased bi-directional flows and seat renewal).
 - (ii) An assessment of financing options and advice.

7.5 Other activities, as and when required, which may include:

- (a) Preparing Business Plans for other TDA Integrated Transport and Urban Development Investment (or other TDA function) projects and programmes and other policies, plans and/or strategies and associated segments of work aligned to the work of TDA. This could include future phases of MyCiTi, Quality Bus services, Urban Rail, Improved Minibus-Taxi services, Catalytic and other TOD Projects, and the approach towards and delivery of integrated Human Settlements.
- (b) In relation to Human Settlements as described in above in para 7.2, the
 - (i) Mechanisms to coordinate and align the planning and provision of infrastructure and utility services, spatial planning and development control, and human settlement planning and implementation.
 - (ii) Consideration of the ability for human settlement projects to contribute to spatial restructuring of the city based on spatial location, land economics, densification and mixed use intensification of urban development in support of transit-led-investment.
 - (iii) Strategic impacts of different housing typologies/products and land ownership models
 - (iv) Incentives to encourage private sector and household investment and involvement in the delivery of affordable housing products, as well as social housing institutions. This may include strategies to promote inclusive land use development and housing policies.
 - (v) Identification of key risks with regards to the implementation, management and maintenance of human settlements and associated services.
- (c) Undertaking periodic reviews to business plans as and when required by the Project Manager, including costing the implications of operational requests to deviate from business plan parameters to ensure informed decision making. The description of para 7.4 (read with the changes as required from the context) applies in this regard.
- (d) Providing other business planning support services to other projects and programmes within TDA and projects and programmes within other City departments and branches aligned to the work undertaken by TDA if requested by the Project Manager.
- (e) The processes above requiring documenting lessons learned in business planning processes as and when required.

8. FUNCTIONAL AREA 2: BUSINESS ANALYSIS

8.1 Cost and income modelling, including long term modelling

- a) The activities to be undertaken by the Service Provider may include:
 - i. Developing operating cost models, life-cycle costing and cost-benefit analysis as required, based on business planning processes described regarding Functional Area 1;
 - ii. Refinement of operating cost models, as part of an iterative process together with the relevant TDA departments/branches;
 - iii. Determining business parameters in conjunction with the proposed business model. Business parameters may need to be developed at a detailed functional level for engagement with and input into the planning processes of relevant TDA departments/branches.
- b) The business analysis process must test results provided in the applicable service department plans (if any), and seek to reconcile with (or propose amendments to) the plan, as required to align the plans with the outcomes of the business analysis and business plan. Elements of the respective plans may require iterative engagement to optimise efficiencies, reduce costs and increase system incomes (where relevant).
- c) Outputs may include:
 - i. Cost modelling as required;
 - ii. Advice regarding parameters to be set under Functional Area 3: Business design of parameters and service specifications and negotiations with service providers.
 - iii. Reports on modelling of operational costs, as part of an iterative process with the relevant TDA functionaries.
 - iv. Input to business plans or business cases described in Functional Area 1: Integrated Business plans.
 - v. Business Case assessments for other projects and programmes and other policies, plans and/or strategies and associated segments of work in support of the Integrated Transport and Urban Development Investment portfolios or otherwise aligned to the work of the TD^A

branch responsible for business planning.

8.2 Long term financial planning

TDA is responsible for ensuring that financial resources are available to sustain its mandate. The City does not have adequate financial resources to be able to implement sustainable, integrated transport infrastructure and services, as well as integrated human settlements over the long term. In terms of section 27 of the NLTA, every municipality that is establishing an Integrated Public Transport Network must establish a Municipal Land Transport Fund (MLTF). The TDA Constitution By-Law provides the basis of the establishment of the MLTF. For this reason, the MLTF as required by section 27 and 28 of the NLTA has been established.

To realise the intended financial management outcomes, detailed functional level inputs may be required by way of this tender to identify tools, develop mechanisms and determine business rules / practices to optimise cash flows and enhance the performance of the MLTF.

The flow, control and disbursement of revenues (including subsidies) to the relevant parties underpin the credibility and effectiveness of the business model. The development of a robust, transparent process will give each party the appropriate level of confidence to participate effectively in the initiative.

a) The activities to be undertaken by the Service Provider may include:

- i. Providing input into the detailed assessment of the flow, control, and disbursement of revenues (including subsidies) to the relevant parties with the intent to improve the overall sustainability and effectiveness of the business structure of TDA;
- ii. Reassessment of, and recommendation as to how, revenues flow from the user of any service and other source of revenue to each of the key components of services (e.g. In respect of Integrated Transport, regarding MyCiti vehicle operators, automated fare collection contractor, control centre contractor, etc.), taking into account the relevant current legal framework.

b) Outputs may include:

- i. Provision of the calculations required for determining the revenue shares of each actor.
- ii. Recommending changes to the current model (if required).
- iii. Reports on reassessment of revenue flow
- iv. Ongoing professional advice and assistance regarding implementation of changes to established systems of revenue flow.

9. FUNCTIONAL AREA 3: BUSINESS DESIGN OF PARAMETERS AND SERVICE SPECIFICATIONS

In order to ensure that desired TDA outcomes are effectively and efficiently achieved, it is important that where necessary, a process of Business Design is followed to determine appropriate business parameters and establish appropriate business relationships, and conceptualise service 'specifications' from a business perspective to inform the functional design of TDA projects and programmes, and provide the business logic as input towards the provision of infrastructure and delivery of services as well as the drafting of operational contracts. In respect of Integrated Transport this includes Retail concessions, Facility Management, Station Management, Advertising, Vehicle operations, the Control Centre, Automatic Fare Collection etc.

In this context, "specifications" means a document setting out the specifications regarding a relevant service or aspect of service delivery, to be used as a basis for drafting a contract, or to be attached to a tender document or contract, or to be used to advise negotiation parties as to the extent and detail of the relevant service, or to be used to inform infrastructural and operational specifications.

9.1 Business parameters and specifications

- a) The setting of business parameters and determination of service specifications must be aligned to the Employers strategic interests and develop appropriate incentive structures based upon the business logic developed in the process of Business Planning, Business Analysis, and Business Improvement described in Functional Areas 1, 2 and 4 (see paragraphs 7, 8, and 9 of Part C3: Scope of Work).
- b) The development of the various incentives affecting each vested stakeholder is a fundamental precursor to developing the various contractual agreements between the parties. The process of Business Design shall scrutinise each party's incentive structure from the perspective of both positive and negative behaviours. The incentives shall include the rewards and penalties related to each party's performance.

- c) Key deliverables for which a process of Business Design may be required include the Integrated Transport and Urban Development Investment related projects and programmes described in the Functional Areas (see pars 7-11) of Part C3: Scope of Work)). From an Integrated Transport perspective, this may include giving due consideration to the establishment of vehicle operating companies, input into station management contract design, the fare system and APTMS, card distribution and load network, advertising and optimisation of retail opportunities. From an Urban Development Perspective, this may include Catalytic and other TOD projects, Infrastructure and Integrated Human Settlements. This may also include Urban Integration and Development Management projects and programs.

Whilst the functional responsibility for the procurement of services and management of contracts vests elsewhere within TDA, the business logic of contract design and service delivery for certain TDA projects and programs needs to be informed by the Business Design process.

- d) In relation to the above, the activities to be undertaken by the Service Provider may include:

- i. Reviewing and assessing present and past contracts and incentive structures used by the Employer or other cities to date, as appropriate, to ensure the high-quality performance of contracted parties.
- ii. Developing appropriate business parameters and/or service/ specifications.
- iii. Proposed detailing of the rewards and penalties to be utilised in affecting quality performance.
- iv. Providing appropriate advice, including legal drafting input required into tenders and contracts, required to achieve the incentive structure required by the Project Manager.
- v. Professional support during the process of negotiations with service providers, in as far as this relates to parameters / specifications etc. etc.

- e) Outputs may include:

- i. Reports on the review and assessment of mechanisms to incentivise quality performance.
- ii. Business parameters and specification documents regarding the above projects.
- iii. Drafts memos and reports as appropriate regarding the above activities.
- iv. Related advice and activities.

9.2 Business parameters and specifications for other TDA projects and programmes

- a) The Service Provider may be required to determine business parameters and service specifications for other streams within TDA, including Integrated Transport, Urban Development Investment, TDA Business Support, Urban Integration, Environmental Management and Development Management.
- b) This includes, but is not limited to industry transition, network management, intelligent transport systems, the fare system and related technology, tariffs and fares, parking management, inspection services, management of public transport interchanges, retail management, bike share, travel demand management, transit oriented development, catalytic projects, integrated human settlements, urban planning and development processes, road access management, etc., as and when required, in order to achieve the objectives of TDA.
- c) The activities to be undertaken by the Service Provider may include, in addition to those described above,
- i. Conceptualisation of business parameters and incentives to inform preparation of TOD and Travel Demand Management (TDM) strategies / policies.
 - ii. Information Technology cell phone application design for 'new generation' services

The outputs may include, in addition to those described above:

- iii. Ongoing professional advice regarding implementation of changes as directed by the Project Manager for any other set of business parameters as and when requested by the Project Manager.

10. FUNCTIONAL AREA 4: BUSINESS IMPROVEMENT STRATEGIES

Opportunities for revenue generation and revenue management

10.1 Property development

The development of a property development approach within Urban Rail and MyCiti station precincts that are well utilised is intended to encourage mixed use development linked to value capture mechanisms to facilitate TOD. The strategy will be informed by the parameters of TDA's TOD strategic framework, and the parameters of the Phase 2A Property Development and Commercialisation report.

- a) The activities to be undertaken by the Service Provider include:
 - i. Transport system assessment, and land use audits to identify high potential station precincts and development opportunities for commercialization;
 - ii. Developing an understanding of challenges and drawing on lessons learned in successful projects elsewhere in the world to determine effective strategies and processes;
 - iii. Investigate the potential of larger scale developments and design of retail opportunities linked to TOD, and investigate suitable institutional models based on, inter alia, land ownership.
- b) Outputs include, but are not limited to:
 - i. Identification of high potential station precincts and development opportunities for commercialisation.
 - ii. Baseline studies and property market trend analysis to determine highest and best use and assess value proposition in line with city's TOD objectives;
 - iii. Precinct scale development strategies and recommendations;
 - iv. Reports, as appropriate based on the above activities.

10.2 Opportunities for revenue enhancement

The development of revenue-enhancement levers, income-generating opportunities and mechanisms to improve existing revenue, have been identified as areas of Business Improvement which require further investigation.

- a) The activities to be undertaken by the Service Provider may include:
 - i. A critical reassessment of funding provided for various Integrated Transport and Urban Development investment portfolio, and other TDA departmental outcomes to date.
 - ii. Development of new revenue enhancement levers including: city-wide parking levies; property value capture along corridors (especially around transport interchanges); fuel levies; management of transport-related services in return for fees in favour of the metropolitan land transport fund.
 - iii. Modelling of likely revenues to be generated from different scenarios.
 - iv. In respect of TDA's Integrated Transport function, this could include analysis of improvements of different funding streams such as operator vehicle financing, system infrastructure financing, operational maintenance financing and financing of other relevant elements of the system.

Revenue enhancement opportunities may provide detailed input towards high level strategic financial management methodology.

- b) The IRT system represents one of the City's largest investments to date in public transport. The entire endeavour will span a long period of construction. Aligning the appropriate financial resources will be critical to the services' realisation.

Financing encompasses several components, including capital infrastructure, vehicle procurement and financing, and on-going infrastructure maintenance. The Service Provider may be required to devise financing strategies for various components, as directed by the Project Manager or his/her delegate. The available options to be explored could include the financing sources given in the following table that are considered critical to the services' realisation.

Activity Area	Financing Source
Infrastructure	Local, provincial, and national general tax revenues Fuel taxes / fuel levies Road pricing / congestion charging Parking and loading fees Improved enforcement of traffic regulations Land value capture, taxation and development contributions Sales or leasing of commercial space near stations Advertising Retail management

	Public transport interchanges Merchandising Commercial banks Municipal bonds Loans from the World Bank Loans from regional development banks National and sub-national development banks Emissions trading Emerging private investment options (e.g. PPPs)
Equipment (e.g. vehicles)	Private sector operators / fare revenues Bus manufacturers Bi-lateral export banks International Finance Corporation Commercial banks
Maintenance	Local, provincial, and national general tax revenues Fuel taxes / fuel levies Road pricing / congestion charging Parking and loading fees Private sector operators / fare revenues

c) Outputs may include:

- i. Reports and advice on activities listed above;
- ii. Input into TOD / TDM strategies from a Business perspective;
- iii. Deliver a land value capture study detailing the options for capturing land value appreciation from property development along the corridors along with an estimation of the potential revenue from a land value capture and property development programme, and consider other available measures.

11. FUNCTIONAL AREA 5: BUSINESS PLANNING ANCILLARY SUPPORT

The Service Provider may also be requested by the Project Manager to provide the following categories of ancillary support services:

The Service Provider may also be requested by the Project Manager to provide the following categories of ancillary support services:

11.1 Peer review Panel of Experts

The Service Provider may be required by the City to assist in the development and organisation of a Panel of Experts consisting of local and international professionals who will be able to provide strategic and technical insights into the structure of TDA projects/programmes. The members of the Panel of Experts will be approved by the Project Manager, and the panel members will represent a range of academic institutions, professional associations, and leading consultancies. The membership of the Panel may be amended or replaced during the course of this contract, as approved by the Project Manager.

a) The activities to be undertaken by the Service Provider include:

- i. Assistance in establishment of Panel of Experts to help provide oversight and advice to business planning activities;
- ii. Management of Panel of Experts sessions or of the process of obtaining expert advice or to conduct peer review regarding any work of the Service Provider or anyone else that could have fallen within the scope of this tender or that affects business planning.

b) The Service Provider shall co-ordinate and procure the travel logistics for the members of the Panel of Experts based outside of Cape Town. The travel expenses to be procured and administered by the Service Provider shall include airfare, hotel, and daily subsistence based on the following pricing assumptions:

- i. The cost of economy class travel
- ii. The cost of three star hotel accommodation or an equivalent form and level of accommodation (i.e. guest house, bed and breakfast etc.)
- iii. The cost of local travel, with a preference for public transport to travel within and around Cape Town, where feasible, subject to the City's standard rates (e.g. regarding rate per km charged where private vehicles are used).

- iv. A modest daily allowance to cover out-of-pocket expenses not covered by the above, with reference to the City's standard rates and limits, where they exist.

The Project Manager may in its discretion, on good cause shown, waive the pricing restrictions set out above.

The time-related organisational, administrative and logistical costs associated with the travel expenses of members of the Panel of Experts are provided for in Table 1 of the Pricing Schedule

For purposes of this tender, the Service Provider should assume the following origin points for members of the Panel of Experts from outside the Cape Town area (but the actual use shall be flexible at the election of the Project Manager):

Trip origin	Number of persons
South African cities	4
UK cities	5
USA Cities	5
Other European cities	5
Australian cities	2
Indian / Chinese cities	4
South American cities	6

- c) A provisional sum has been provided to cover the fees of the members of the Panel of Experts (see the Recoverable Expenses table in Table 2 in the Pricing Schedule. The Service Provider will procure and administer the fee for each of the members of the Panel of Experts. In settling the fee, the Service Provider need not obtain multiple quotes from different experts, but shall attempt to settle with the panel member upon a fee that is reasonable as against the expertise, experience and standing of the relevant experts, shall comply with the parameters below and shall submit a motivation for the relevant rate to the Project Manager for approval.

The fee for local members of the Panel of Experts must be equal to or lower than the rate for the relevant Functional Area and per category of person as tendered for by the Service Provider in the Pricing Schedule (Part C2.2) + a maximum of 20% (twenty percent).

The fee for international members of the Panel of Experts must be equal to or lower than the rate for the relevant Functional Area and category of person as tendered for by the service provider in the Pricing Schedule (Part C2.2) + a maximum of 50% (fifty percent), adjusted in terms of clause 3.16 of the Standard Professional Services Contract, as amended by way of the Contract Data.

- d) For the purpose of the tender, the Service Provider should assume that members of the Panel of Experts shall visit Cape Town once during the course of the contract. No change in rates charged shall be applicable if this assumption does not realise.

11.2. Further support to planning activities and implementation

The activities which the Service Provider may be required to undertake include:

- Business inputs to the Integrated Transport portfolio;
- Business inputs to the Urban Development Investment portfolio;
- Business inputs to TDA director Business Support;
- Business inputs to Urban Integration, Environmental Management, Development Management;
- Business inputs regarding Financial Management processes.

This tender is just one component in a suite of TDA tenders to eventually deliver a high-quality public transport system for the City of Cape Town, supported by sustainable catalytic investments, TOD projects and integrated human settlements.

In order to ensure the appropriate level of co-ordination between each piece of the planning process, transversal use of the tender shall be managed in terms of par 3(d)

11.3. Other ancillary support

The activities relevant to the scope of work to be undertaken by the Service Provider, in as far as this is required or integrated in the above outputs, include:

- Legal advice, drafting of Bylaws and regulations as may be required;
- Drafting of correspondence etc.
- Design and undertake manual verification and other surveys as required
- Analysing past phases, TDA contracts and TDA projects and related activities.

12. PROJECT MILESTONES, TIMELINE AND RESPONSIBILITY

The Tenderer shall submit a provisional schedule for completion of each major deliverable as part of the tender. If more than one entity is involved in the tender, the tender shall indicate which entity will be responsible for which Functional Area, function or activity, and such entity shall confirm acceptance of such responsibility. In addition, the provisions of par (e) shall apply.

13. REPORTING REQUIREMENTS

Each of the expected outputs shall be presented by way of a report, a memo, a contract document, a prospectus or presentation, as stipulated above. Final reports shall be submitted in both hard copy and electronic forms. It is anticipated that 5 hard copies of each report will be required.

The Project Manager may, on request from the Service Provider, and subject to review, provide written authorisation to the Service Provider to submit a copy of "draft plans" in a PowerPoint presentation - rather than a fully written up report.

The Service Provider shall also be required to be available for regular planning and report back sessions with staff of the City and must make allowance for at least bi-weekly meetings with the Project Manager throughout all phases of this contract, focusing on the Functional Areas, functions or activities active at the time.

14. FORMAT OF COMMUNICATION

All requests for formal approval from the Project Manager, or any other body, shall be submitted in writing. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice.

15. KEY PERSONNEL AND PANEL OF ADDITIONAL SPECIALISTS

- The Service Provider shall maintain the involvement of the Key Personnel and the Panel of Additional Specialists referred to in TABLE 1 and TABLE 2 of PART 1 of the contract documentation, as the exigencies of the contract require, in order to undertake work as and when required by the Project Manager (as defined in C3.1 Scope of Work) for work or segments of work related to the scope of work for this tender.
- The Tenderer shall identify the specialists offered as Key Personnel and/or as the Panel of Additional Specialists (collectively referred to as "Specialists") in SCHEDULE 8: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER Part T2.2 Returnable Schedules and complete this schedule in sufficient detail to permit evaluation of the relevant team as part of the tender evaluation. Where professional registration with respective professional councils and bodies is available and appropriate, relevant specialists should be registered. The Curriculum Vitae (CVs) of all Specialists (including those proposed to provide services as sub-contractors), must be appended to such schedule. Failure to provide such CVs and other relevant information may result in the lower scoring regarding the relevant Specialists.
- Notwithstanding wording in TABLE 1 and TABLE 2 which may indicate that a single person is required to meet all the requirements for the relevant Specialist, the Service Provider is permitted to supply two or more specialists who in combination will meet the tender's requirements regarding such Specialist (as listed above). If so, the relevant part of the Tenderer's Statement of Methodology must indicate the proportion of work that will be allocated to each of the persons proposed in the tender, and explain how a combined and integrated service will be achieved, and the Service Provider must, on an ongoing basis, manage its services so as to ensure such a combined and integrated service.
- The Service Provider may identify the same team member for more than one of the functions as Specialist, but the experience and skills of each such position will be assessed separately, per function / position as listed, provided the Tenderer can demonstrate that the person has the capacity work in multiple categories at the same time. Where the same team member had been identified by the Service

Provider for more than one of such functions, and where the Project Manager is of the view that the extent of resources made available by the Service Provider is inadequate to deliver the Service within the time required by the Employer, the Project Manager may direct the Service Provider to provide additional Specialists as approved by the Project Manager.

- (e) Should it become necessary to replace, during the course of this contract, a Specialist, or should the Tenderer have omitted to provide a Specialist listed in TABLE 2 at the time of tender, or any other specialist appointed in terms of par 6 (f) of this Scope of Work they may only be replaced by individuals approved by the Project Manager. The Project Manager may require such replacement in writing on one month's notice, at any time and at the Project Manager's entire discretion. Note in this regarding the provisions of F.2.1.1.4 sub-par (iii).
- (f) The Tenderer must have the Specialist in its permanent employment at the close of tender. Alternatively, a signed undertaking from a specialist consultant or a firm having the required personnel, stating that they will undertake the necessary work on behalf of the Tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to SCHEDULE 9: KEY PERSONNEL AND PANEL OF ADDITIONAL SPECIALISTS in Part T2.2 Returnable Schedules.
- (g) Key Personnel (but not necessarily members of the Panel of Additional Specialists, unless reasonably required by the Project Manager) will be expected to operate out of the local office, as the exigencies of this project require. The Project Manager may in its discretion waive or reduce the requirements for operating out of the local office subject to conditions the Project Manager may determine.
- (h) Specialists must deliver independent work and may be required to sign an undertaking of independence as and when required by the Project Manager.

*Amended
through
tender notice
(see Sch 18,
p. 506)*

16. MANAGEMENT MEETINGS

Other than attendance at at-least bi-weekly meetings once the planning contract is let, there are no requirements for a regular management meeting in respect of this project. The Service Provider shall however convene management meetings on an ad-hoc basis as and when necessary, and when called upon to do so by the Project Manager. The Service Provider shall be represented at these meetings by at-least one of the Key Personnel.

17. PROCUREMENT

17.1 Preferential Procurement

The Works shall be executed in accordance with the conditions associated with the granting of preferences detailed in SCHEDULE 19: PREFERENCE SCHEDULE where preferences are granted in respect of B-BBEE contribution.

Financial penalties, as described in the SCHEDULE 19: PREFERENCE SCHEDULE, shall be applied in the event that the Service Provider is found to have breached any of the conditions contained in the SCHEDULE 19: 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 SCHEDULE 19: PREFERENCE SCHEDULE) with due consideration to the circumstances.

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

Notwithstanding the restriction on sub-contracting as described on the SCHEDULE 19: 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 SCHEDULE 19: 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 practise 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.

17.3 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 SCHEDULE 19: 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.

18. 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.

19. ORGANISATION AND GENERAL DEFINITIONS

The provisions of the definitions below shall apply to this Contract. In the interpretation of any ambiguity or inconsistency between different parts of this Contract this clause 19 shall take precedence over definitions of such terms and similar terms as mentioned in other parts of the Contract. Where a definition below imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition.

- (a) **Acting Project Manager:** A person to whom the Project Manager has delegated the authority to undertake the functions of the Project Manager generally. Any approval, instruction or notice given by the Acting Project Manager during the person's period of appointment shall have the same effect as though such act had been an act of the Project Manager. The delegation shall be in writing and the Project Manager shall inform the Service Provider accordingly.
- (b) **Activity:** A component of a Stream, where the Stream consists of more than one deliverable.
- (c) **Assistant Project Manager:**
 - i) One or more person(s) to whom the Project Manager has from time to time assigned duties and delegated authority.
 - ii) The Project Manager may revoke such assignment or delegation. The assignment, delegation or revocation shall be in writing and the Project Manager shall inform the Service Provider of such assignment, delegation or revocation.
 - iii) Each Assistant Project Manager to whom duties have been assigned or authority has been delegated by the Project Manager shall only be authorised to issue instructions to the Service Provider to the extent defined by the delegation.
 - iv) Where an Assistant Project Manager does not explicitly approve any Project Plan, Task or other work, the Project Manager may assess such and take appropriate action, which may include requiring amendment to such Project Plan, Task or other work; and
 - v) If the Service Provider questions an instruction from an Assistant Project Manager, the Service Provider may refer the matter to the Project Manager who shall may confirm, reverse or vary the instruction.
- (d) **Business Planning PS Contract:** This contract 198C/2017/18.
- (e) **City:** The City of Cape Town.
- (f) **Contract:** Comprising the Contract signed by the Parties, and of which the General Conditions of Contract form part, as supplemented, amended or replaced by the Contract Data in Part C1.2, and by the components of the tender document listed in cl 3-4 of Part T2.1 and of this par 19.
- (g) **Contract Lead** is the Service Provider's principal representative for purposes of contract implementation (being Key Personnel (a) in TABLE 1 on page 5).
- (h) **Delegate** means an Acting Principal Project Manager, Acting Project Manager, an Assistant Project Manager or External Project Manager (as the case may be).
- (i) **External Project Manager:**

- i) The Project Manager may from time to time assign the duties and delegate authority regarding an External Project to an External Project Manager. The Project Manager may revoke such assignment or delegation. The assignment, delegation or revocation shall be in writing and the Project Manager shall inform the Service Provider of such assignment, delegation or revocation.
 - ii) An External Project Manager shall not report to the Project Manager, but shall exercise an independent discretion, provided that such External Project Manager shall consider any comment that the Project Manager may offer, and must use a separate budget (i.e. not the budget of the Business Planning Branch) for such work.
 - iii) The Service Provider shall issue invoices regarding work commissioned by an External Project Manager for approval by the External Project Manager, copy to the Project Manager for his information.
- (j) **External Project** means a City Project falling within the Scope of the Contract, but not narrowly falling under the auspices of or being managed by the Business Planning Branch.
- (k) **Functional Area** refers to the Functional Areas listed from pars 7 to 11 in Part C3.1 (Scope of Work).
- (l) **Key Personnel Member**: Subject to pars 6(f) and 15(e) of Part C3.1 Scope of Work, a Key Personnel Member is a member of the Service Provider's Key Personnel appointed in terms of Table 1 of cl F.2.1.1.4 of the Tender Data.
- (m) **Principal Project Manager** means the Director responsible for the business planning function in TDA, who at the time of the publication of the tender is Marissa Moore. The Principal Project Manager must approve the transversal use of the services of the Service Provider referred to in par 3(d). She may delegate her functions and authority to a Delegate and the Delegate may sub-delegate that function and authority or a part thereof, unless the Principal Project Manager excludes the right to sub-delegate.
- (n) **Programme**: The programme associated with the overall work falling within scope of the 198C 2017/18 contract *Provision of professional services: Business Planning, Transport and Urban Development Authority*. The Programme consists of the Functional Areas and associated Projects and Tasks undertaken in terms of C3.1 pars 6(g), 6(h) and / or (i) of Part C3.1 Scope of Work respectively and work related to such scope and approved in terms of par 6(e).
- (o) **Project**: is a project referred to in the Tender (in Part C2.1 (Contract Data) and elsewhere, e.g. in par 6(g) of Part C3.1 (Scope of Work)) and have a defined outcome and time period and will be undertaken in **fulfilment** of the Programme (although such outcome or time period may at any time be amended with the Project Manager's agreement). Projects may be broken up into Streams, Activities or other parts.
- (p) **Project Manager**: The manager of the TDA branch responsible for business planning, who at the time of publishing of the tender is Dawie Bosch. The Project Manager may delegate a function and authority to a Delegate and the Delegate may sub-delegate that function and authority or a part thereof, unless the Project Manager excludes the right to sub-delegate.
- (q) **Project Plan** is the Plan to be prepared by the Service Provider and must include the items set out in par 6(g) of Part C3.1, for the Project Manager's approval, which approval is governed by the provisions of such par 6(g). The Service Provider may use resources not approved within the Project Plan for the execution of the Project Plan, provided that the use of such resources does not have a material impact on the approved Project budget. The Project Manager may issue a notice to the Service Provider withdrawing such discretion, if in his view this discretion is not used with the necessary care. The terms of C3.1 par 6(g) shall apply to the Project Plan.
- (r) **Service Provider** means the successful bidder / tenderer, and consists of all resources, Specialists and Technical staff contracted to the successful bidder, and "Tenderer" and "Contractor" as used elsewhere in the Contract has a similar meaning.
- (s) **Service Provider's Functional Area Lead**: A Specialist appointed by the Service Provider and approved by the Project Manager, to coordinate the work of the Service Provider's Team to coordinate the Projects, Streams and Activities falling within such Functional Areas, in as far as such coordination is required.
- (t) **Service Provider's Project Lead**: A Specialist in charge of delivering the requirements associated mainly with a Project.
- (u) **Service Provider's Project Manager**: The project manager on the Service Provider's Team (being Specialist (a) in TABLE 2 on page 7) who is responsible for all administrative management of the Service Provider's resources to ensure that Project Plans in terms of C3.1 par 6(g) and Tasks in terms of par 6(h) and in terms of par 6 (i) of the Contract are delivered, as far as is feasible, within the agreed time and cost.
- (v) **Service Provider's Stream Lead**: A Specialist in charge of delivering the requirements of a Stream and, where appropriate, of the Activities falling within such Stream.
- (w) **Service Provider's Task Lead**: A Specialist in charge of delivering the requirements associated mainly with a Task.

- (x) **Service Provider's Team** is the collective term for all Specialists and Technical Staff of the Service Provider.
- (y) **Specialist:** Subject to pars 6(f) and 15(e) of Part 3.1 Scope of Work, a Key Personnel Member or an Additional Specialist listed respectively in Tables 1 and 2 of cl F.2.1.1.4 of the Tender Data. Notwithstanding the provisions of pars 6(f) and 15(e) the Project Manager may permit or require the Service Provider to (a) use an additional resource to perform the functions of a Specialist related to the Functional Areas, (b) use a Specialist or an additional resource to perform functions relevant to scope of this tender. Par 6(f) of Part C3.1 applies to the rates applicable to such Specialist or additional resource, as well as to the replacement Specialist referred to in par 15(e).
- (z) **Stream:** A component of a Project.
- (aa) **Task:** A deliverable in terms of C3.1 par 6(h), which may be sub-divided into sub-tasks.
- (bb) **TDA** means the Transport and Urban Development Authority of the City as described in the Transport and Urban Development Authority Constitution Bylaw, 2016 (By-law) as constituted at the time of the publication of this tender, and any other directorate, department or branch that fell within the scope of such By-law at such time even if the City is subsequently restructured; and any widening of the functions of TDA through amendments of the By-law. Where relevant, it also refers to TDA's predecessors such as Transport for Cape Town and Transport, Roads and Stormwater.
- (cc) **Technical Staff:** Support staff or ancillary resources to Specialists.

PART C3.2 – APPENDIX A: OTHER INITIAL DELIVERABLES

OTHER INITIAL DELIVERABLE (1): Business Plan for Quality Bus services

The City has applied for the Assignment of the Contracting Authority function to the NDoT in relation to the current interim contract operated by Golden Arrow Bus Services (GABS), in terms of an approved Council Business Plan (2012). Once the Assignment of the Contracting Authority is promulgated, the interim contract will be ceded to the City. The Assignment must be accompanied by the Public Transport Operating Grant (PTOG).

The City's plans for dealing with both existing and new contracts for road-based PT services in its functional area, being MyCiTi and GABS are described in the CTP.

Upon Assignment of the contracted services through the Contracting Authority, the City's strategy is to review and where necessary reconfigure the contracted bus services and create an integrated network of quality bus services that feed the higher order trunk services, and provide direct services in some instances. The aim is to ensure that the entire scheduled road based services have the same quality of branding, communication, fare systems, scheduling and safety. There will be a detailed rationalisation in terms of the principles of the IPTN package of plans. These services are intended to be integrated into the MyCiTi network to create a seamless service, even though the contractors will be different. As operators transition into this new integrated methodology, they will be collectively managed by TDA under structured performance driven contracts so as to facilitate improved operating efficiencies and customer facing service delivery. In terms of the MoU which was entered into between the City, Province and GABS in 2014, a negotiated contract for seven years is planned, under the MyCiTi brand, progressively moving towards an integrated ticketing system.

In order to achieve integrated, intermodal and interoperable transport in Cape Town, the contractual and service level agreements with contracted service providers have to be suitably structured with the required content to cover the full spectrum of functions as provided for in the TDA By-Law, as appropriate, and in terms of available funding. New performance based provisions will need to be built into the contract to ensure optimal service provision and modal integration. The business planning process for Quality Bus services needs to provide Business Parameters to inform contractual arrangements.

This requires preparation of a financially sustainable Business Plan for Quality Bus services. The Business Planning process is envisioned to include, inter alia:

- a) A business review of the above approach to confirm the most appropriate transitional approach towards the Phase 2A corridor, and the cities functional area;
- b) A detailed focus on the business design of the contractual arrangements that deals appropriately with transitional aspects, identifying and mitigating risks appropriately, and moves the City towards the long term vision set out in the Council approved IPTN Business Plan. It is conceivable that Business Parameters may be required before the full Business Plan to inform TDA's contracting approach;
- c) Consideration of the implementation of the business design aspects for integrated ticketing systems, revenue collection systems, bus recapitalisation, the retrofitting of existing infrastructure where necessary, both transitional and long term;
- d) Consideration of the City's longer term approach towards company formation, market share, fleet ownership and depot ownership in respect of quality bus services.

The preparation of the Quality Bus Business Plan will need to be undertaken concurrently with the Phase 2A Business Planning process. These pieces of work should together determine the parameters of functional integration for the Contracting Authority function and inform the Business Plan for integrating existing scheduled bus operations into the IRT system.

The Business Planning process must take into consideration available funding sources, likelihood of continuation of existing funding and associated risks, and must represent the highest quality and most cost effective public transport network and operating plan within the available funding envelope. This may require

iterative refinements and other optimisation required to ensure financial sustainability, as well as recommended business improvement strategies and the setting of detailed Business parameters where necessary.

OTHER INITIAL DELIVERABLE (2): Business Plan for MyCiTi Phase 2A services

The business planning process for MyCiTi Phase 2A services must be based on the lessons learned in the implementation and operation of Phase 1 of the MyCiTi system, the business models, conclusions reached by the City as set out in the IPTN Business Plan, and the multi-year financial operational plan, Phase 2A business parameters and risks and risk mitigation strategies contained in the MYFIN report.

As a result, the City will now deploy an integrated, intermodal and interoperable model that prioritises public transport in accordance with demand, density and land use intensity. The rollout of BRT will focus on priority corridors and take advantage of TOD property development along those. In order to ensure financial sustainability, the City will also address the appropriate design, operational efficiencies, flexibility, incrementalism and reduction in lifecycle costs of BRT.

The business planning process is envisioned to include, inter alia:

- a) A review of the Phase 2A corridor planning work from a business perspective including the approach towards contracted services; linked to available budget and funding;
- b) Financial modelling of operating costs and revenues based on the proposed network and operating design characteristics referred to above, based on a range of scenarios and with due consideration of risks to assess viability and optimise system performance and cost recovery to inform conceptual and detailed design proposals and the approach towards contracted services, all of which may require adjustment depending on risks, available budget and funding to ensure that Phase 2A infrastructure and service are fiscally and financially sustainable, from a capital and operational perspective;
- c) From a business perspective, the following analysis may be required to support planning processes and improve the quality of decision making: (1) a review of the nature of proposed services in terms of which routes should be contracted and/or scheduled; (2) Business assessment of alternative bus technologies from a combined operational, capital and efficiency perspective; (3) station and stop requirements associated with varying levels of demand and boarding and alighting times based on route demand profiles to determine the need for closed stations from a cost: benefit perspective. (4) a review of the proposed network design to improve cost recovery; (5) Reviewing universal access requirements against system-wide financial sustainability;
- d) Determining how best to achieve operational integration with other road based public transport services, including existing GABS services and emerging Quality Bus services, minibus-taxis and emerging New Generation services. A review of the hybrid minibus-taxi operating model and various design parameters in Phase 2A will be required to determine how hybrid minibus-taxi services can best be integrated with the MyCiTi system, and determine appropriate specifications for this type of service in relation to Phase 2A. Furthermore, it is intended that existing scheduled bus services are integrated with MyCiTi services. A high level review of the operating model and design parameters is required to determine how best existing scheduled bus operations will be integrated with the MyCiTi system. This stream will need to be undertaken in parallel with the development of Business Plans for Quality Bus and Improved Minibus-Taxi New Generation services;
- e) Determining business parameters and conceptualising service 'specifications' from a business perspective to inform TDA functionaries and concurrent workstreams in terms of the functional design and approach towards fare structure, vehicle ownership, financing, procurement, maintenance, depot ownership and maintenance, industry transition (including company formation depending on the geographic boundaries of affected operators, and inputs to negotiation processes) regulations, enforcement, systems planning, infrastructure, fleet, technology. The business parameters must develop the business logic as input towards the drafting of operational contracts such as Vehicle Operating Companies (VOCs) including the business approach towards integration of the N2 Express and Phase 2A services as well as other contracted services, Facility Management, Station Management, Advertising, Control Centre Management, Automatic Fare Collection (AFC), Advanced Public Transport Management Systems (APTMS), Retail concessions, as well as inputs to TDA functionaries such as Regulations and Enforcement, Spatial Planning and Property Management to achieve TOD outcomes in the Phase 2A corridor.
- f) Alternative funding sources and financing and other revenue enhancement opportunities and mechanisms to optimise grant funding sources and secure new funding sources may need to be developed further for this Business Plan if necessary to ensure financial sustainability.
- g) Ancillary Business Planning support services (as described further in paragraph 11 of C3: Scope of Work).

The Phase 2A Business Planning process must deliver a financially sustainable Business Plan which takes into consideration available funding sources and represents the highest quality and most cost effective public

transport network and operating plan within the available funding envelope, taking into consideration and responding to risks identified in the IPTN Business Plan and MYFIN. This may require refinements or iterations, or an alternative approach to be developed to ensure fiscal and financial sustainability from a capital and operational perspective, as well as recommended Business Improvement strategies and the setting of detailed Business Parameters and specifications where necessary.

OTHER INITIAL DELIVERABLE (3): Business Plan for improved Minibus-Taxi 'New Generation' services

Although the focus of the Business Plan is on Minibus-Taxi services, it also includes other public transport vehicles taking advantage of improvements offered by emerging 'new generation' services, as described below.

Key lessons learned in the planning, implementation and operation of MyCiTi Phase 1 services, and the preparation of the IPTN Business Plan, are that (1) a 'scheduled services full-replacement-model' is not viable or sustainable if rolled out across the entire city; and (2) there are a range of inefficiencies and challenges associated with replacing all minibus-taxi services with scheduled services including: enforcement capacity and capability, revealed passenger preferences and high compensation amounts payable. Whilst the shortcomings of the minibus-taxi industry need to be addressed, the IPTN Business Plan recognises the service offering provided by minibus-taxis as a key component of the integrated multi-modal approach to harness the industries comparative advantages as a travel mode, which include both flexibility and efficiencies in being able to provide, under certain conditions, a highly complementary IPTN service from a feeder and distribution perspective, and to a limited extent, a direct services perspective.

The minibus-taxi industry is considered well placed to respond to new opportunities emerging globally as a result of innovative 'new generation' technologies, in particular relating to mobile phones and cellphone applications that are increasingly able to provide real time information and convenient access to services that are both demand responsive and on-demand, and provide potentially cheaper alternative to achieve ticket integration between modes.

On the basis of the above, a Business Plan is required to be developed for improved Minibus-Taxi 'New Generation' services. The Business Planning process is envisioned to include:

- a) **Business model assessment:** A high level assessment of the business model of a sample of current operations to establish an improved understanding of the operational cost structures of minibus-taxi service operational costs and revenues and capital costs to inform decision making regarding contracted and non-contracted services;
- b) **Institutional approach:** A business assessment of the institutional approaches that are considered feasibly achievable to progressively improve the minibus-taxi service from a user, operator and authority perspective. The institutional approach is likely to be differentiated as a one-size-fits all model is unlikely to be appropriate across the city. The transitional approaches adopted should progressively move towards the intended end-state, which may be different for different service offerings. The institutional approaches that require assessment range from progressive small incremental improvements, to the City's transformation model for the minibus-taxi industry which is intended to facilitate a progression from association based minibus-taxi companies into Taxi Operating Companies (TOCs) through a process of corporatisation, and subsequently convert into VOCs. The business assessment must consider risks associated with institutional changes including operational practices, shareholding, efficiencies, cost structure changes, fleet management, impact on drivers and licence holders etc.;
- c) **Technological approach:** Developing business parameters for the design of information technology platforms and related applications including data collection, modal integration from a network and scheduling perspective, ticketing integration, criteria for assignment of demand, improved enforcement and regulation, incentives, customer focused service delivery;
- d) **Regulatory approach:** A business assessment of (1) the appropriate role for the TDA in regulating minibus-taxis (technology, vehicles, competition, fares), facilitating the emergence of improved minibus taxi 'new generation' services in ways that complement scheduled services (2) business parameters and design of incentives for operators and users to facilitate improvements to service delivery across the IPTN (3) possible changes to the current approach towards licencing and regulation that may be needed depending on the outcomes of the preceding workstreams;
- e) **Stakeholder engagement:** Business inputs to stakeholder engagement potentially including but not limited to representatives of the minibus-taxi industry NDoT, NT, the IT sector and financial institutions;

- f) **Implementation focus:** Business Design of projects to test the above workstreams and facilitate the emergence of improved Minibus-Taxi 'New Generation' services and other services;
- g) **Risk assessment and mitigation:** Business assessment of risks and developing mitigation measures to prevent risk from occurring and mitigate risks that do transpire.

The business planning process may result in adjustments to the above approach to ensure that institutional, regulatory, operational, enforcement and enhanced technological aspects and functionality are carefully considered and incorporated into the business model. The business planning process will be undertaken in conjunction with other streams. The outputs from this process are intended to determine business parameters and business planning inputs to guide Industry Transition Systems Planning, Infrastructure, Regulations and Enforcement, Operations, AFC and APTMS branches.

PART C4: BACKGROUND INFORMATION

CONTAINED IN THE COMPACT DISK FORMING PART OF THIS TENDER

C4.1 TENDER DOCUMENTS

1. The Pricing Schedule in Excel
2. CIDB Standard Professional Service Contract
 - (a) Contract as published by CIDB.
 - (b) Version showing amendments made to the contract in terms of Part C1.2 Contract Data, made available for information only. The legally binding version of the Contract is the version referred to in (a) above, read with Part C.1 Contract Data.
3. Extract of the Part C3.1 Scope of Works plus TABLE 1 and TABLE 2 of PART 1 in electronic format.

C4.2 BACKGROUND DOCUMENTS

1. Assessment of the City of Cape Town in respect of level three housing accreditation (2017)
2. Business Plan for the Assignment of Urban Rail (2017), as well as associated Council resolution.
3. Comprehensive Integrated Transport Plan (Mini-Review 2014, and draft CITP document tabled at the Transport Portfolio Committee in December 2017)
4. Integrated Public Transport Network Business Plan (2017) which describes the desired vision and end-state for integrated public transport, and supporting strategic enablers
5. Multi-Year Financial Operational Plan and MyCiTi Phase 2A Business Parameters for design and implementation (MYFIN, 2017), which sets out transitional aspects for the rollout of Ph2A, in particular the approach towards the implementation of BRT, supported by Quality Bus (currently s46 contracted services), minibus taxis and "new generation services."
6. MyCiTi Business Plan for Phase 1A and N2 Express (2012) and MyCiTi Business Plan for Phase 1A and N2 Express update (2015) which can be also downloaded from www.capetown.gov.za/en/irt, and then by clicking on "Business Plan"
7. MyCiTi N2 Express service: Specifications for vehicle operating company (2014).
8. Presentation documenting key lessons learned from MyCiTi "IRPTN Operations Good Practice and Lessons Learned" and "IPTN Business Planning, Design and Lessons Learned" (2017)
9. Proposed Transformation of the Minibus-Taxi Industry Model to enable a new economic response (2015)
10. Reassignment of the Contracting Authority function to the City of Cape Town: Draft Business Plan and Motivating Memorandum as well as associated Council resolution (2012)
11. Some MyCiTi Moderation and Optimisation documentation for Phase 1 and the N2 Express (2014).
12. Transit Oriented Development (TOD) Strategic Framework (2016)
13. Transport and Urban Development Authority (TDA) Constitution By-Law (2016)

Note that these documents are submitted for information of potential tenderers only, and that these documents may not be circulated or quoted (except in the tender that the Tenderer submits) unless the relevant document has been published by the City or has been obtained by the Tenderer outside of this tender process.

13 February 2018

City of Cape Town
Tower Block, Civic Centre
12 Hertzog Boulevard
Cape Town
8001

To whom it may concern

Provision of Professional Services: Business Planning, Transport and Urban Development Authority

Tender No. 198C/2017/18

- 1) there is no formal database indicating the employment relationships between relatives of our employees and the organs of state identified in the schedule; and
- 2) subsequent to similar requirements contained in other tenders, we have requested this information from all our employees at a senior level.

Name of Aurecon Employee	Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service	
			Currently Employed	Within the last 12 months
	AF	Special Investigating Unit (independent statutory body that is accountable to Parliament and the President); Legal Representative; Spouse	X	
		City of Cape Town; Transport Department; Directorate: Transport; Roads and Stormwater; Head: Finance; Parent	X	
		Oudtshoorn Municipality; Technical Manager; Parent	X	
		skom; Executive at Transmission Department; Father-in-Law	X	
		Nelson Mandela Bay Metropolitan University; Senior Manager - Staff Development; Spouse	X	
		Cape Nature; Program Manager; Spouse	X	
		West Coast District Municipality; Senior Manager - Roads; Parent	X	
		City of Cape Town; Head of Security Architecture; Sibling	X	
		Umgeni Water; Fleet Maintenance Administrator – Asset Management; Child	X	
		Northern Cape Department of Cooperative Governance; Human Settlements and Traditional Affairs; Town and Regional Planner; Parent	X	
		Investigation Services, Limpopo Department of Economic Development Environment & Tourism, Manager, Sibling	X	
FJ		Stellenbosch Municipality; Assistant Superintendent - Workshop Engineering Department; Parent	X	
		SARS; Regional Manager; Spouse	X	
		Department of Correctional Services; Principle Network Controller; Spouse	X	
		Eastern Cape Department of Education; Personal Assistant to Chief Director; Spouse	X	
		Hessequa Municipality; Accountant; Parent	X	
		Cape Winelands District Municipality & Breede Valley Municipality; Western Cape; Councillor; Parent	X	

Name of Aurecon Employee	Name of spouse, child or parent	Name of institution; public office; board or organ of state and position held	Status of service	
			Currently Employed	Within the last 12 months
		Development Bank Southern Africa, Project Preparation Specialist in the Project Preparation Unit; Spouse	X	
		Department of Home Affairs; Deputy Director; Spouse	X	
	iv	Department of Local Government and Traditional Affairs; Assistant Director, Uncle	X	
		Department of Water Affairs; Chief Engineer; Parent	X	
		National Department of Public Works; Director: Key Account Management	X	
	n	Buffalo City Metropolitan Municipality, Sanitation Engineering Manager, Spouse	X	
		Intsika Yethu Municipality, Admin clerk, Cousin	X	
		Eastern Cape Department of Health, Nurse, Parent		X
		Gauteng Department of Health: Springs Hospital, Doctor, Sibling	X	
		Sol Plaatje Municipality; Librarian; Spouse	X	
		Sol Plaatje Municipality; Chief Officer - Community Services; Parent	X	
		SA Reserve Bank; Engineering; Spouse	X	
		Ekurhuleni Metropolitan Municipality; Roads Engineer; Parent	X	
		Sanral; Project Management Assistant; Sibling	X	
		Ekurhuleni Metropolitan Municipality; Executive Manager; Parent	X	
		Department of Water Affairs; Deputy Director - Accounts Payable; Spouse	X	
		Stellenbosch Municipality, Director - Water and Sewerage, Parent		X
		Eastern Cape Department of Health; Deputy Director - Employment Relations; Spouse	X	
		City of Cape Town; Superintendent - Building Maintenance; Parent	X	
		Correctional Services; Vice Director - Provincial; Parent	X	
		IDC; Senior Accounts Manager; Spouse	X	

We trust that you find this in order and to be in compliance with your requirement.

Yours sincerely

.....

Municipal account numbers and addresses

Surname	Full Name	Capacity	ID Number	Income Tax Nr	Residential Address	Municipal Account Nr
		Director				09
		Director				
		Director				
		Director				
		Director				
		Director				
G		Director				

Consultancy Services Provided to Organs of State in Last 5 Years

Nr	Client	Project description	Capital cost	Fee value	End date	Similar service
1	City of Cape Town PO Box 655 Cape Town South Africa	Design, asset management, project management and refurbishment of the Steenbras hydropower pumped storage scheme	Confidential	ZAR 27,169,449	Jun 2021	
2	City of Cape Town PO Box 655 Cape Town South Africa	Provision of professional engineering consultancy services for Zandvliet Wastewater Treatment Works (WWTW) 18Ml/day capacity extension and associated infrastructure refurbishment	ZAR 1,600,000,000	ZAR 85,000,000	Dec 2020	
3	Drakenstein Local Municipality PO Box 1 Bergriver Boulevard Paarl 7622 South Africa	Planning, design, documentation, procurement, contract administration; and technical assistance during the operation and maintenance period; for the upgrade and refurbishment of the Paarl wastewater treatment works (35Ml/day)	ZAR 500,000,000	ZAR 50,000,000	Dec 2020	
4	uThungulu District Municipality Private Bag X1025 Richards Bay 3900 South Africa	Implementation of Bulk water master plan for uThungulu District Municipality	ZAR 350,000,000	ZAR 24,223,588	Mar 2018	
5	Nelson Mandela Bay Metropolitan Municipality (NMBMM) PO Box 116 Port Elizabeth South Africa	Extension of the Driftsands wastewater treatment works (WWTW)	ZAR 118,000,000	ZAR 18,911,000	Mar 2018	

Nr	Client	Project description	Capital cost	Fee value	End date	Similar service
6	Ekurhuleni Metropolitan Municipality (EMM) - Benoni Private Bag X014 Tom Jones Street and Elston Avenue Benoni 1501 South Africa	Management of Ekurhuleni electricity meters maintenance and installations as well as their automatic meter reading (AMR) meters and its readings	ZAR 46,698,300	ZAR 46,698,300	Dec 2017	
7	Ekurhuleni Metropolitan Municipality (EMM) - Benoni Private Bag X65 Tom Jones Street and Elston Avenue Benoni 1501 South Africa	Management of Ekurhuleni's water meter installations, disconnections, restrictions, reconnections and maintenance	ZAR 34,482,209	ZAR 34,482,209	Dec 2017	
8	Mogalakwena Local Municipality PO Box 34 Mokopane South Africa	Refurbishment of existing Mokopane wastewater treatment works (WWTW) and construction of new bulk drainage lines to the new 10 Ml/d Mogalakwena WWTW	ZAR 0	ZAR 27,406,359	Dec 2017	
9	Ekurhuleni Metropolitan Municipality (EMM) - Benoni Private Bag X65 Tom Jones Street and Elston Avenue Benoni 1501 South Africa	High level management of the deliverables of the meter reading and credit control project for the Ekurhuleni Metropolitan Municipality (EMM)	ZAR 19,945,561	ZAR 19,945,561	Dec 2017	
10	Mangaung Metropolitan Municipality (MAN) PO Box 3704 Bloemfontein South Africa	Design, procurement, construction management and site supervision services for the extension of the North-Eastern wastewater treatment works (WWTW)	ZAR 200,000,000	ZAR 16,260,000	Dec 2017	

Nr	Client	Project description	Capital cost	Fee value	End date	Similar service
11	Amathole District Municipality (ADM) PO Box 320 East London South Africa	Planning, project management and site supervision for the upgrade of the raw water abstraction, water treatment works (WTW), storage and reticulation infrastructure of the town of Fort Beaufort to increase water supply	ZAR 200,000,000	ZAR 12,223,000	Dec 2017	
12	City of Cape Town 12 Hertzog Boulevard Cape Town 8001 South Africa	Upgrading of hostels in Langa, Gugulethu, Nyanga, Mfuleni and Lwandle Townships as part of the Community residential units (CRU) programme	ZAR 9,714,560	ZAR 9,714,560	Jun 2017	
13	City of Cape Town PO Box 45671 Ottery Cape Town South Africa	Upgrading and refurbishment of community residential units (CRU) for the City of Cape Town	ZAR 520,000,000	ZAR 83,758,377	Jun 2017	X
14	eThekweni Metropolitan Municipality: Transport Authority 30 Old Fort Road Durban South Africa	Strategy, concept planning, design, implementation and project management as part of the intelligent transport systems (ITS) and integrated financial management system (IFMS) for eThekweni's integrated rapid public transport network (IRPTN)	ZAR 13,568,622	ZAR 32,081,956	Jun 2017	X
15	City of Tshwane PO Box 1409 Pretoria South Africa	Upgrading of Simon Vermooten Road between Lynnwood and Walitoo roads to a six lane, divided dual carriageway and raising and widening the existing bridge over the N4 highway	ZAR 235,370,000	ZAR 44,536,565	Apr 2017	
16	Development Bank of Southern Africa (DBSA) PO Box 1234 Halfway House South Africa	Advisors for the development of and implementation of a procurement process for independent power producers (IPPs)	ZAR 30,849,443	ZAR 31,438,306	Dec 2016	

Nr	Client	Project description	Capital cost	Fee value	End date	Similar service
17	eThekweni Municipality: Water & Sanitation PO Box 1038 Durban South Africa	Provision of water and sanitation to informal settlements within the eThekweni municipal area	ZAR 33,047,517	ZAR 58,231,850	Nov 2016	
18	Department of Environmental Affairs (DEA) Private Bag X447 Pretoria South Africa	Planning of rehabilitation interventions for the Working for Wetlands programme 2014 - 2017	Confidential	ZAR 25,286,562	Sep 2016	
19	Provincial Government of the Western Cape (PGWC): Department of Transport and Public Works Works Education Facilities 5th Floor 9 Dorp Street Cape Town 8000 South Africa	Provision of implementation capacity consulting services for the Department of Transport and Public Works (DTPW)	Confidential	ZAR 18,915,934	Sep 2016	X
20	Johannesburg Development Agency (JDA) PO Box 61877 Marshalltown Johannesburg South Africa	The second phase of the consolidated infrastructure plan (CIP) for the City of Johannesburg which entailed a strategic assessment of the City's development priorities and delivering an infrastructure investment framework	Confidential	ZAR 16,072,214	Aug 2016	X
21	Ekurhuleni Metropolitan Municipality (EMM) - Benoni Private Bag X65 Tom Jones Street and Elston Avenue Benoni 1501 South Africa	Project management, advisory, assurance and supervision services for the Ekurhuleni Metropolitan Municipality (EMM) Integrated Rapid Public Transport Network (IRPTN) Phase 1A: North/South Corridor	ZAR 3,200,000,000	ZAR 45,819,920	Jun 2016	X

Nr	Client	Project description	Capital cost	Fee value	End date	Similar service
22	George Local Municipality PO Box 19 George 6530 South Africa	Implementation agent (IA) for Thembalethu upgrading of informal settlements programme (UISP): Areas 1 - 8C	ZAR 28,961,385	ZAR 18,997,940	Jun 2016	X
23	Ekurhuleni Metropolitan Municipality (EMM) - Germiston PO Box 145 Germiston South Africa	Provision of emergency call taking and dispatching systems (hardware and software) solution for Ekurhuleni Metro Municipality (EMM).	ZAR 17,500,000	ZAR 14,600,000	Jun 2016	
24	Ga-Segonyana Local Municipality Private Bag X1522 Kuruman South Africa	Investigation and detailed design of a 36 Ml reservoir complex and 12 km bi-directional pipeline in Kuruman	ZAR 14,023,000	ZAR 14,023,000	Jun 2016	
25	Development Bank of Southern Africa (DBSA) PO Box 1234 Halfway House South Africa	Programme monitoring for the National Department of Health (DoH) programme through the programme monitoring and support unit (PMSU)	ZAR 125,000,000	ZAR 68,000,000	Mar 2016	
26	City of Tshwane	Engineering services for the extension of the Sunderland Ridge wastewater treatment works (WWTW)	ZAR 25,876,941	ZAR 10,337,546	Mar 2016	
27	Western Cape Education Department (WCED) Private Bag X9114 Cape Town 8000 South Africa	Project and programme management for the 2013 School Governing Body Transfers Programme	ZAR 332,000,000	ZAR 9,040,000	Mar 2016	

Nr	Client	Project description	Capital cost	Fee value	End date	Similar service
28	City Power Johannesburg (Pty) Limited PO Box 38766 Booyssens Johannesburg South Africa	Large power users (LPU) normalization for City Power as part of its automated meter reading (AMR) metering project	Confidential	ZAR 9,600,000	Dec 2015	
29	City of Cape Town	Project management for the Wallacedene housing development	Confidential	ZAR 12,618,772	Dec 2015	X
30	Development Bank of Southern Africa (DBSA) PO Box 1234 Halfway House South Africa	Development of project information memoranda (PIM) for Mtwara Port and the Mtwara/Mikindani municipal master plan	ZAR 18,056,603	ZAR 18,056,603	Oct 2015	X
31	City Power Johannesburg (Pty) Ltd PO Box 38766 Booyssens Johannesburg South Africa	Advisory services to City Power including support and on-site resources	ZAR 9,763,811	ZAR 9,763,811	Oct 2015	
32	Chris Hani District Municipality Private Bag X7121 Queenstown 5320 South Africa	Design and construction supervision of a sanitation system to eradicate the bucket systems	ZAR 13,757,333	ZAR 14,441,902	Jul 2015	
33	Ekurhuleni Metropolitan Municipality (EMM) - Benoni Private Bag X65 Tom Jones street and Elston Avenue Benoni, 1501 Gauteng Province South Africa	Master planning for the development of an aerotropolis (airport city) in Ekurhuleni	Confidential	ZAR 23,961,526	Jul 2015	

Nr	Client	Project description	Capital cost	Fee value	End date	Similar service
34	Ekurhuleni Metropolitan Municipality (EMM) - Boksburg PO Box 215 Civic Centre Commissioner Street Boksburg 1460 Gauteng Province South Africa	Management of the Ekurhuleni Metropolitan Municipality's (EMM) water and electricity meter readings; and project management of the installation and maintenance of the meters	ZAR 120,000,000	ZAR 120,000,000	Jun 2015	
35	Mangaung Metropolitan Municipality (MAN) PO Box 3704 Bloemfontein South Africa	Movement of an emergency communication and control centre (ECCC) and establishment of a joint operational centre (JOC) for the Mangaung Metropolitan Municipality	ZAR 10,192,908	ZAR 9,792,908	Jun 2015	
36	Breede Valley Local Municipality Private Bag X3046 Worcester South Africa	Addition of 13 km of bulk gravity mains, two new booster pumps, a concrete reservoir and a new 6 km-long supply pipeline	ZAR 120,000,000	ZAR 13,500,000	Jun 2015	
37	Ministry of Justice PO Box 180 Wellington 6140 Wellington New Zealand	Aurecon provided engineering design and construction monitoring services to enable an improved and expanded facility at Manukau District Court - a new build three-storey over basement courthouse. When completed, it will accommodate four new courtrooms, jury assembly areas, Judges chambers and other facilities.	ZAR 395,402,785	ZAR 12,916,491	Dec 2014	
38	Mangaung Metropolitan Municipality (MAN) PO Box 3704 Bloemfontein South Africa	Engineering services for the new Mangaung North-Eastern Wastewater Treatment Works (WWTW)	ZAR 23,845,369	ZAR 23,845,369	Dec 2014	

Nr	Client	Project description	Capital cost	Fee value	End date	Similar service
39	Limpopo Department of Cooperative Governance, Human Settlements and Traditional Affairs Private Bag X9485 Polokwane South Africa	Project management and support to the planning and implementation of the 10 Limpopo Provincial Priority Projects for Human Settlements for the Limpopo Department of Co-operative Governance, Human Settlements and Traditional Affairs (COGHSTA)	ZAR 10,064,091	ZAR 10,064,091	Dec 2014	X
40	City Power Johannesburg (Pty) Limited PO Box 38766 Booyssens Johannesburg South Africa	The design for the construction of a new 4th Eskom intake named Quattro and related 88 kV overhead lines, new Pennyville 88 kV switching station and Mondeor 88/11 kV substation works.	ZAR 900,000,000	ZAR 18,293,513	Nov 2014	
41	eThekweni Municipality PO Box 1014 Durban South Africa	Implementation of a pavement management system (PMS) for the eThekweni (Metropolitan Municipality (Durban), Phases I and II	ZAR 10,386,520	ZAR 10,386,520	Aug 2014	
42	City of Cape Town PO Box 16548 Vlaeberg Cape Town South Africa	Design, management and supervision of additional work for the Athlone Wastewater Treatment Works (WWTW) upgrading project	ZAR 278,000,000	ZAR 35,541,000	Jul 2014	
43	Department of Cooperative Governance and Traditional Affairs (CoGTA) 87 Hamilton Street Arcadia Pretoria 0001 South Africa	C2 project: supply, installation and deployment of a command and control system at a National Disaster Management Centre (NDMC)	ZAR 2,644,940	ZAR 19,470,988	Jun 2014	

Nr	Client	Project description	Capital cost	Fee value	End date	Similar service
44	KwaZulu-Natal Provincial Government Department of Health Private Bag X9051 Pietermaritzburg 3200 South Africa	Provision of General Emergency Management Command and Control Centre (GEMC3) software, implementation and integration of the GEM Solution, project management and training for an emergency services/disaster management computerised control centre	ZAR 11,845,277	ZAR 11,345,277	Jun 2014	
45	North-West Provincial Government Department of Health SABC Building Ground Floor Private Bag X2068 Mmabatho 2735 South Africa	Refurbishment and upgrading of the Mmabatho College of Nursing (MMACON)	ZAR 25,544,400	ZAR 21,454,045	Jun 2014	
46	Ekurhuleni Metropolitan Municipality (EMM) - Edenvale Sanbrun Building 68 Woburn Avenue 1501 Benoni South Africa	Development, implementation and operations support for an asset management plan for Ekurhuleni Metropolitan Municipality (EMM).	ZAR 24,669,064	ZAR 23,123,801	Jun 2014	X
47	Nelson Mandela Bay Metropolitan Municipality (NMBMM) PO Box 116 Port Elizabeth South Africa	Increasing the capacity for the Driftsands wastewater treatment works (WWTW)	ZAR 53,674,920	ZAR 13,577,309	Jun 2014	
48	Gauteng Department of Health Gauteng Shared Services Centre Private Bag X112 Marshalltown Johannesburg South Africa	Communication system for the Gauteng Department of Health's (GDOH) emergency medical services (EMS) call centre (continuation of SLA services - refer project 103886)	ZAR 10,258,449	ZAR 8,974,551	Apr 2014	

Nr	Client	Project description	Capital cost	Fee value	End date	Similar service
49	Western Cape Education Department (WCED) Private Bag X9114 Cape Town 8000 South Africa	Programme and project management for the Western Cape Education Department's (WCED's) programme implementing unit (PIU)	ZAR 24,225,195	ZAR 24,225,195	Mar 2014	
50	Amathole District Municipality (ADM) PO Box 320 East London 5200 South Africa	Design and construction of the Idutywa East Water Supply Scheme (WSS) in the Eastern Cape Province	ZAR 240,265,000	ZAR 19,320,419	Mar 2014	
51	City of Tshwane	The augmentation of the Moreleta Spruit outfall sewer	ZAR 226,000,000	ZAR 29,372,212	Feb 2014	
52	Mopani District Municipality Government Building Main Road Giyani 0826 South Africa	Construction of an office building for the Mopani District Municipality	ZAR 11,876,400	ZAR 10,591,781	Jan 2014	
53	Eden District Municipality PO Box 12 George 6530 South Africa	Installation of an information system and disaster management workstation at Eden District Municipality	ZAR 15,273,721	ZAR 14,694,769	Dec 2013	
54	Ekurhuleni Metropolitan Municipality (EMM) Samme Building C/o Queen and Spillbury Streets Germiston 1400 South Africa	Consulting engineering services for the Palm Ridge Extension 9 housing development	ZAR 27,195,200	ZAR 16,656,414	Nov 2013	

Nr	Client	Project description	Capital cost	Fee value	End date	Similar service
55	Gauteng Department of Health Private Bag X085 Marshalltown 2107 South Africa	Communication system for the Gauteng Department of Health (GDoH) Emergency Medical Services (EMS) call centre	ZAR 34,436,126	ZAR 25,980,530	Oct 2013	
56	City of Cape Town PO Box 4552 Cape Town South Africa	Professional services for the design and construction of the Cape Town Transport Management Centre (TMC)	ZAR 104,000,000	ZAR 17,053,692	Jun 2013	X
57	Joe Morolong Local Municipality Private Bag X117, Mothibistad, 8474	Development of the Heuningvlei regional bulk water infrastructure	ZAR 89,554,600	ZAR 15,497,954	Jun 2013	
58	Department Rural Development and Land Reform Private Bag X833 Pretoria South Africa	Civil engineering services for the construction of a river bridge over the Mbashe River and 10 km of new road between Mvezo Village and Idutywa Town in the King Sabata Dalindyebo Local Municipality in the Eastern Cape Province	ZAR 150,000,000	ZAR 15,375,705	Jun 2013	
59	City of Johannesburg (CoJ) 15th Floor, 222 Smit Street, Braamfontein, Johannesburg	Upgrading of the roads and related stormwater management systems for Lakeside Ext 2	ZAR 120,000,000	ZAR 15,034,700	Jun 2013	
60	Cape Winelands District Municipality PO Box 100 Stellenbosch ZAR	Winelands programme for improving access to sanitation	ZAR 11,017,318	ZAR 11,017,318	Apr 2013	

Nr	Client	Project description	Capital cost	Fee value	End date	Similar service
61	Ekurhuleni Metropolitan Municipality (EMM) - Kempton Park Private Bag X017 C.R Swart Road and Pretoria Road Kempton Park, 1619 Gauteng Province South Africa	Appointment of consultants for the compilation, consolidation, updating and development of the Ekurhuleni stormwater master plan.	ZAR 28,300,500	ZAR 28,300,500	Mar 2013	
62	City of Cape Town 101 Hertzog Boulevard, Cape Town	City of Cape Town safety and security - design and implementation of computer aided dispatch	ZAR 20,705,882	ZAR 20,705,882	Feb 2013	X

Schedule 9: Key personnel and panel of additional specialists

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with professional body	Relevant experience/skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
KEY PERSONNEL					
a) Contract Lead	Chris leading the development and implementation of a transport infrastructure management system for the TDA (value >R50m), which demonstrates his ability to work on large projects for the City of Cape Town. He has led the development of a business case for a Halal Industrial Park in the Western Cape. This multidisciplinary and complex project demonstrates his ability to integrate across teams in business planning and spatial planning/urban development. The feasibility study for alternative technology and sustainable infrastructure for human settlements led by Chris demonstrates his grasp of business analysis and urban development concepts.	Managing Principal: Advisory, Africa	DEng Civil, Texas A & M University, College Station, Texas, USA (2006) MEng Civil, Texas A & M University, College Station, Texas, USA (2003) BEng Civil, University of Stellenbosch, South Africa (1997) Registered Professional Engineer, Engineering Council of South Africa (ECSA) Member, Institute of Municipal Engineers of South Africa (IMESA) Member, South African Institution of Civil Engineering (SAICE)	is a doctorate degree that is ideal suited to this role in that it is specifically focused on integrating the business and engineering disciplines in solving societal challenges that involve social, political and institutional factors. He has led large projects involving major infrastructure initiatives for large clients. Business planning related projects include a business plan for the development of a Halal Industrial Park in the Western Cape, a business plan for the development of a national fibre network in the DRC, a business plan for the development of a film studio in Cape Town and a feasibility study for alternative technology and sustainable infrastructure for human settlements in the Western Cape. All the projects above involved multidisciplinary teams including business planning, urban/spatial planning, asset management and a variety of engineering disciplines. s has led large and complex infrastructure management projects focused on helping clients improve the operational management of their large infrastructure portfolios. These projects include an integrated infrastructure management implementation strategy and organisational improvement plan for the City of Cape Town, an infrastructure management framework for Rand	2013 - 2018: Leader of business planning and infrastructure investment analysis of urban and property developments relevant to managing of large multidisciplinary teams. 2007 - 2012: Leader of large infrastructure management projects relevant to managing of large professional teams and integrating systems and projects. 2003 - 2006: Postgraduate studies relevant to required qualifications. 2001 - 2002: Transport infrastructure management in multiple countries. This is relevant to understanding of infrastructure management issues for large complex infrastructure portfolios.

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with professional body	Relevant experience/skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
	The review and improvement plan of Cape Town's bulk water department's people, processes and systems demonstrates his capability related to the ongoing management and operations of infrastructure organisations.			Water, a review and improvement plan of Cape Town's bulk water department's people, processes and systems and most recently the implementation of a transport infrastructure management system for the City of Cape Town.	1998 - 2001: Transportation planning in cities including Pretoria, Windhoek, Gaborone, Blantyre. This resulted in Chris' understanding of urban and mobility systems.

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with professional body	Relevant experience/skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
b) Senior Business Strategist	Refer to the CV relating to support to contract authorities and operators dealing with various aspects of a strategic nature. various consultants that make-up the structure of a BRT system. Almost all the projects stated in his CV relate to operational costing; bus finance and acquisition; approaches, assessment and consideration of options for BOC investment models; approaches, valuation and payment mechanisms for industry compensation models; vehicle scrapping models, approaches and payment mechanisms, consolidation and budget alignment. He has developed a great deal of institutional knowledge across these streams in the 9 years of involvement in and exposure to BRT systems (IRPTNs) and IPTN across the country.	Specialist Consultant to	PhD Corporate Finance MComm (cum laude) Hons BComm (cum laude) BComm	is at least 22 years of experience in various facets of corporate finance and financial management. He also has at least 8 years of experience is directly related to the BRT projects (IRPTNs) and IPTNs across the disciplines of operations, business planning and VOC structuring and integration. This experience includes the provision of advisory in the context of multidisciplinary teams and specialisations related to structuring, operational models, operations financing, bus procurement and funding, budgeting, administrative coordination and interpersonal skills.	15+ years' experience business development and corporate finance, project and business structuring. 8 years – Business development and corporate advisor for the Rea Vaya BRT systems for Phase 1A and 1B in Johannesburg, Go George, IPTS, Port Elizabeth, Rustenburg Rapid Transit. 3 years of experience in bus fleet procurement, acquisition and funding for IRPTNs and IPTNs. 8 years' experience in structuring operator and affected mini-bus and bus operator involvement in IRPTNs across all engagements. 6 years' experience in structuring compensation models for affected operators, BOC financing and investment models to ensure alignment between contracting authority and mini-bus and bus industries.

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with professional body	Relevant experience/skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
b) Senior Business Strategist	Refer to the 5 most recent projects on the CV relating to the development of business cases for transport infrastructure investments in urban environments. Lead the business planning and financial case development on most of these projects. This included assessments of the institutional structure of these interventions. This most recently included significant interaction with the NDoT on the development of the South African National Transport Master Plan. In addition, I have been involved in various transport oriented development master plans, the most recent being the development of the Ekurhuleni Aerotropolis (where he acted as overall Consortium Leader) for which he won the 2016 South African Planner of the year award from the South African Institute of Planners.	Regional Director, South Africa Northern	PhD Civil Engineering, Stanford University, USA (2010) MEng Management of Technology, University of Pretoria, South Africa (2005) BEng Civil, University of Pretoria, South Africa (2000) Member, Engineering Project Organization Society (EPOS) Registered Professional Engineer, Council of South Africa (ECSA)	business strategy specialist in the transport field and has more than 10 years of experience in public-private partnerships (PPPs) and project finance transactions. He has developed business plans for transport projects in South Africa, Nigeria, Mauritius, the Democratic Republic of the Congo (DRC), Canada and Portugal. Recent projects include leading business plan development for the Ekurhuleni Aerotropolis, reviewing the business case for the proposed Lagos Cable Transit Project in Nigeria, developing a business case for an aircraft storage and MRO facility at Upington airport (for ACSA) and developing a bankable investment document (for the DBSA) for investment into port and railway infrastructure in the DRC. Other business planning assignments (and financial feasibility studies) include a business case for a medical waste facility in Gauteng and two commercialisation studies for t of an airfields in South Africa.	17 years' experience in the built environment. 10+ years' experience in transport business case development, including business cases for urban mass-transit projects in South Africa, America, Nigeria and Mauritius. 5+ years' experience in the transport master planning field, with a specific focus on the use of private sector participation, and the institutional frameworks for enabling them. 2+ years' experience in integrating spatial transformation in transport investments for transport oriented development. The highlight of which was the development of the Ekurhuleni Aerotropolis business case.

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c) Integrated Public Transport Planning Specialist	In his role as a Public Transport Planning Specialist, Wayne has been a lead role player in: The detailed design of a number of public transport systems, including the George Integrated Public Transport Network. The detailed design of a student and staff transport system for the Nelson Mandela University. The process of reworking the IRPTN Design for the Buffalo City Metropolitan Municipality (ongoing). The detailed design of an IPTN for the uThukela District Municipality in KwaZulu-Natal.	Technical Director and Professional Mechanical Engineer	PhD (Civil) Transportation Planning, University of Stellenbosch, South Africa (2001) MEng (Civil) Transportation Planning, Cum laude, University of Stellenbosch, South Africa (1998) BSc Mechanical Engineering, University of Cape Town (UCT), South Africa (1988) NHCT (Mechanical, Marine), Cape Technikon, South Africa (1981) Registered Professional Engineer, Engineering Council of South Africa (ECSA)	As an outcome of his post-graduate work, as approximately 13 years of experience specifically in the design and implementation of public transport systems. The focus has been the operational design, but following out of the design processes, Wayne has been involved in all aspects, including the development of contracts for operational, electronic and field monitoring, vehicle specification (including input under two separate appointments into the vehicle specifications for MyCiti) and fare management systems and also in the tendering and/or negotiation and implementation phases. He has further managed a demonstration field monitoring contract. Operational systems include the UCT Jammie Shuttle and the George Integrated Public Transport Network. The CPUT SSTS went to tender and priced within budget, but has not been implemented due to Union action. The NMU system is designed and pending negotiation of a contract with local MBT operators. Other designs, Overberg DM, uThukela DM, Mossel Bay LM, were intended primarily as strategic guidance rather than as direct implementation designs although all are prepared to tender or negotiation stage.	V experience in respect of public transport planning has two elements. The first of these is his academic work, which resulted in a PhD in Civil Engineering, the field of research being public transport, the focus, being objective modelling techniques for the design of public transport networks based on temporal origin-destination demand. This period can be considered to cover about 4 years, part of MEng work and the PhD work in full. The second element has been the practical design and implementation of public transport services and the provision of related services. The first full design was prepared and tendered in 2004 and commenced operation in January 2005 and is still operational. Wayne has been involved in many designs since then, some through tender stage and the GIPTN into the operations.

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d) Cost Modelling Specialist	§ involved in the following relevant projects including 1) George Integrated Public Transport Network; 2) Mossel Bay Integrated Public Transport Network and 3) uThukela District Municipality Integrated Public Transport Network. as provided strategic oversight and technical specialist input across the spectrum of elements of public transport projects, including detailed financial input on the GIPTN project and high level financial input on the other projects. She has developed a great deal of knowledge across the public transport sector with a particular focus on understanding and implementing the integration component that is critical to making PT systems work.	Technical Director	MSt Interdisciplinary Design, University of Cambridge, United Kingdom (2014) BSc Civil Engineering, University of Cape Town (UCT), South Africa (2005) Registered Professional Engineer, Engineering Council of South Africa (ECSA) Associate Member, South African Institute for Civil Engineering (SAICE)	§ is at least 6 years of experience on integration of the different workstreams of the GIPTN project, with a particular focus on fleet, infrastructure advisory, operations, detailed input and analysis on financial modelling for the different workstreams of the project, both capex and opex. This includes, operating costing, fleet acquisition, infrastructure programs, industry valuation models. She developed a business plan for grant submissions during the length of involvement on the project. Her current role is the lead on the project, which now includes strategic oversight on all workstreams.	5+ experience in multidisciplinary projects of public transport, which includes detailed input on the financial modelling and institutional arrangements. 1+ years of experience in the conceptual development of IPTNs that including all elements of financial modelling.

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PANEL OF ADDITIONAL SPECIALISTS					
a) Service Provider's Project Manager	Refer to the 3 most recent projects on the CV relating to support to the TDA departments of contract management, business planning and operations departments. as provided core project management experience to all three projects relating to VOC contract management, MyCiTi operations, business plan development and multi-disciplinary team management. He has developed a great deal of institutional knowledge across the streams in the 8 years of MyCiTi related management.	Director	MBA, University of Cape Town BSc (Civil) Eng Registered Professional Engineer, Engineering Council of South Africa (ECSA) CEng, Institution of Civil Engineers (ICE) PMP (international project management accreditation) PrCPM, South African Construction Project Management Professional, (SACPCMP)	At least 18 years of experience project managing the development of major infrastructure initiatives such as the Cape Town Stadium, a number of large global infrastructure projects, and the setting up of the MyCiTi bus service. At least 8 years of experience is directly related to the Project Management of technical consulting services for MyCiTi across the disciplines of Operations, Business Planning and Contract Management. This experience includes the provision of project management expertise across multidisciplinary teams and specialisations using key project management skills such as programming, budgeting, administrative coordination and interpersonal skills.	15+ years' experience in multidisciplinary project management. 1 year - Project management of the implementation of the World Cup Public Transport Plan which included the start-up of the MyCiTi bus service. 4 years of experience in operational public transport planning and the project management of specialist consultants for the setting up and operation of the MyCiTi service. 2 years' experience in the project management of technical teams and operational analysis of MyCiTi. 2.5 years' experience in project managing the specialists associated with the development of business plans, financial modelling and sustainability issues associated with MyCiTi.

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					2 years' experience of working with the contract management department of TDA developing and managing standard operating procedures, tender processes and dial-a-ride issues.

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a) Service Provider's Project Manager	Refer to the 6 most recent projects on the CV where provided project management services on both programmes and projects in Australia and South Africa. Refer Schedule 12 Track Record – feedback on the Centre for Children's Health Research.	Associate	MCom Economics, University of Johannesburg (UJ), South Africa (1998) BCom Economics, University of Pretoria, South Africa (1992) Bachelor of Town and Regional Planning, University of Pretoria, South Africa (1991) Certified Practising Project Manager, Australian Institute of Project Management (AIPM) Managing Successful Programmes (MSP) Registered Pr, APMG-International	worked for approximately 4yrs as Project Manager on a \$134.5m project for Queensland Health where she was involved from project inception up to construction. This included the development of a Business Case and the management of the multi-disciplinary professional teams and stakeholders. It was also in Australia where she formally registered with the Australian Institute of Project Management. She is also qualified to manage programmes in terms of her MSP registration. Since returning to South Africa in 2014 she has been actively involved in running a large programme of capital works for the Western Cape Department of Transport and Public Works. as also fulfilled numerous Project Leader roles on various project that include feasibility studies in the last 2-3 years.	8+ project management experience in a private developer's company where I was responsible for property developments for a period of almost 5yrs, formal Project Manager role starting at 1 2009 in Pretoria, thereafter in Brisbane and returning to office in 2014. In all of the years at 35 managed a range of programmes and projects as detailed in her cv. received her Masters in Economics at the University of Johannesburg in 1998.

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b) Business Parameter and Specifications Specialist	Refer to the 3 most recent projects on the CV relating to support to the TDA departments of contract management, business planning and operations departments. He provided core project management and technical expertise to two projects related to incremental transport interventions as well as an existing VOC contract management for the same service, which has included institutional, operations, business plan development as well as multidisciplinary team management. He has developed a great deal of institutional knowledge and technical experience across the streams in this time over the past three years coupled with more than 9 years of institutional, contractual and legal expertise.	Specialist Consultant to	LLB LLM (Environmental Law) Non-Practising member of the Cape Town Law Society	He has at least 9 years of experience in project management as well as providing strategic, institutional, contractual and legal advice regarding the structuring of projects including within the I(R)PTN sector. He also has at least 3 years of experience directly related to the implementation of technical consulting services for the business service across a multidisciplinary team and various workstreams. This experience includes the provision of project management expertise as well as technical and legal advisory skills across multidisciplinary teams and specialisations using key project management and strategic skills.	12+ years' experience in multidisciplinary project management. 3 years' experience in the project management of the implementation of the 5 years' experience in providing institutional, legal and contractual advisory advice and services to the Western Cape Government as well as National Government. 8 years of experience in specialist legal advisory skills for both the public and private sectors. 3 years' experience in the project management of technical teams and operational and technical specialist support for the same as well as the Western Cape Department of Transport and Public Works.

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b) Business Parameter and Specifications Specialist	Performs contract management of three operator's contracts in the toll road sector (for the N17, N1 North and Tsitsikamma routes, including the monitoring of performance standards. He further has experience in both public transport projects (such as the Technical advisory services for the Mauritius Light Rapid Transit (MLRT) system) and freight transport projects (such as the Update of the National freight databank for South Africa).	Transport Planner and Technical Director	MEng Transportation Engineering, University of Pretoria, South Africa (2013) BEng (Hons) Civil, University of Pretoria, South Africa (2006) BEng Civil, University of Stellenbosch, South Africa (1998)	Vast experience in transport planning projects, covering various modes (specifically road, rail, air) and the full spectrum of services (policy, legal and regulatory aspects, and infrastructure and service provision). His experience includes freight services, as well as public transport services (such as technical advisory services for the Mauritius Light Rapid Transit (MLRT) system, and public transport services for the transport and infrastructure master planning for the Mussulo Island project). Vast experience in contract management in the toll industry, including the compilation of tender documents, specifications and performance criteria. Experience in project managing major transport planning and operations contracts, such as the National Transport Master Plan 2050 for South Africa (Mpumalanga province) and the Operations and Maintenance of the N17, N1 North and Tsitsikamma plazas. His experience includes the provision of project management expertise across multidisciplinary teams using key project management skills such as programming, budgeting, administrative coordination, facilitation and interpersonal skills.	10+ years' experience in multidisciplinary project management. Proves ability to integrate various service streams, and to manage effectively. 15 years of experience in contract management of operations contracts in the toll industry, including the compilation of tender documents, specifications and performance criteria. Proves ability to draw up specifications and to understand typical conditions of contract. 19 years of experience in transport planning projects in general. Proves ability to understand the wider transport environment, including policy, regulation, and infrastructure and services.

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c) BRT Business Strategist	Refer to the recent projects on the CV relating to analysis and feasibility of mass transit systems (including bus, light rail and heavy rail), including comparison on the benefits different systems and route choices. has provided core technical and project management experience to many major public transport initiatives, working in multi-disciplinary teams. He brings in international experience from the UK and Australia.	Transport Planner and Associate	BSc (Hons) Engineering, Warwick University (1979) Chartered Engineer (CEng), Member of the Institution of Civil Engineers UK (MICE), Member of the Australian Institute of Traffic and Planning Management PRINCE 2 Practitioner	30 years of experience working on the concept, feasibility and design of major public transport infrastructure including bus transit, light rail and heavy rail. 10 years of experience working in London on enhancing the bus network and 4 years reviewing the impacts of major public transport projects such as Crossrail and light rail projects into Central London. The last 8 years have included involvement in feasibility studies looking at options for major transport infrastructure in Australia including Doncaster Rail, Mernda rail extension, Skybus and Melbourne Metro. This experience includes the provision of project management expertise across multidisciplinary teams and specialisations using key project management skills such as programming, budgeting, administrative coordination and interpersonal skills.	8+ years' experience in multidisciplinary project management. 3 years' experience on Melbourne Metro, including assessment of legacy and construction impacts on all road users including buses and trams. 4 years of experience in the assessment of options for improving public transport (various modes) in Melbourne. 4 years of experience assessing impacts of major projects across London, leading multi-disciplinary teams and specialist consultants. 8 years of experience in public transport interchange design, managing specialist consultants.

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c) BRT Business Strategist	involved in the following relevant projects including 1) George Integrated Public Transport Network (GIPTN); 2) Mossel Bay Integrated Public Transport Network and 3) uThukela District Municipality Integrated Public Transport Network. as provided strategic oversight and technical specialist input across the spectrum of elements of public transport projects, including detailed financial input on the GIPTN project and high level financial input on the other projects. She has developed a great deal of knowledge across the public transport sector with a particular focus on understanding and implementing the integration component that is critical to making PT systems work.	Technical Director	MSc Interdisciplinary Design, University of Cambridge, United Kingdom (2014) BSc Civil Engineering, University of Cape Town (UCT), South Africa (2005) Registered Professional Engineer, Engineering Council of South Africa (ECSA) Associate Member, South African Institute for Civil Engineering (SAICE)	at least 6 years of experience on integration or the different workstreams of the GIPTN project, with a particular focus on fleet, infrastructure advisory, operations, detailed input and analysis on financial modelling for the different workstreams of the project. She developed a business plan for grant submissions during the length of involvement on the project, i.e. 2012. Her current role is the lead on the project, which now includes strategic oversight on all workstreams.	5+ experience in multidisciplinary projects of public transport, which includes detailed input on business plan development and grant applications. 1+ year experience in the conceptual development of IPTNs that including all elements.

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d) Rail Business Strategist	was extensive experience in SARCC/PRASA related responsibilities and activities.	Technical Specialist	Master of Business Leadership (MBL), University of South Africa (UNISA) (1993) BSc Civil Engineering, University of Natal, South Africa (1976) Registered Professional Engineer, Engineering Council of South Africa (ECSA) Member, Institution of Civil Engineers (ICE), United Kingdom Fellow, Chartered Institute of Logistics and Transport (CILT), United Kingdom Member, South African Institution of Civil Engineering (SAICE)	Rail planning responsibility for the SARCC/PRASA Western Cape Rail network for twelve years. Development of the initial inaugural corporate plan for the newly constituted PRASA (comprising the former SARCC/Metrorail/Intersite/Shosholozu Meyl and Autopax entities), alignment with national approval frameworks, and communication of corporate plan to all PRASA divisions and subsidiaries. Development of a real estate strategy for the PRASA Group based upon the "Property and Rail" model. Negotiations with Transnet with regards to the transfer of outstanding real estate in terms of the Legal Succession to the SATS Act. Oversight of rail perway and station modernisation processes and programs with a focus on the Metro-South-East corridors in Cape Town. Participation in the depot modernisation processes reflecting long term rail planning requirements.	12 years' experience in strategic rail network planning and infrastructure development. 2 years' experience in corporate plan development and communication. 2/3 years' experience in real estate strategy to support rail development and expansion. 2 years' experience in rail infrastructure modernisation conceptual and preliminary design oversight with extensive input into station designs and station precinct developments.

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e) Legacy Road Based Public Transport Specialist	f The most recent work Robby has done for the CoCT was his involvement with the Three Anchor Bay TIA, this being a proposed mixed-use development on the old Bowling Green site (2017). Prior to that, was the Green Point Traffic Circle and Granger Bay Boulevard concept development and transportation assessment (2008). All recent work has been external to the CoCT.	Specialist Consultant to	MSc Transportation Planning and Engineering BSc Civil Engineering Registered Professional Engineer, Engineering Council of South Africa (ECSA) Member, The South African Council of Civil Engineering (SAICE) Member, Chartered Institute of Logistics and Transport (SA) (CILTSA)	During the early years was involved in the construction of a number of major highway projects. For the bulk of his career (some 30 years) he has been involved with policy development, standards setting, conceptual design, transportation and traffic engineering assessments, ongoing maintenance, etc.	Some 5 years' bridge design related experience. 7 years' experience as Resident Engineer/Site Agent with the CPA Kraaifontein Construction Unit. 4 years' experience in metropolitan transport planning with CPA, with focus on the CT network. 4.5 years' experience as District Roads Engineer, Port Elizabeth, during which time he chaired the public transport technical committee for the CoPE. 5 years' experience as Traffic Engineer for the CPA. 22 years' experience as transportation and traffic engineering consultant with

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f) Minibus-Taxi Specialist	L extensively involved in the negotiation process with the minibus taxi industry for the implementation of the George Integrated Public Transport network from the commencement of the negotiation process in 2007. He participated in almost all industry meetings, including presenting to and holding workshops with the associations. He remains involved in the engagements with the Directors of the operating company, who were previously MBT operators. He was also part of the team engaging with the minibus taxi industry representatives at the commencement of the IRPTN planning process in Polokwane. He has also led engagements with the minibus taxi industry representatives for the NMU SSTS and the Mossel Bay IPTN planning processes.	Technical Director and Professional Mechanical Engineer	PhD (Civil) Transportation Planning, University of Stellenbosch, South Africa (2001) MEng (Civil) Transportation Planning, Cum laude, University of Stellenbosch, South Africa (1998) BSc Mechanical Engineering, University of Cape Town (UCT), South Africa (1988) NHCT (Mechanical, Marine), Cape Technikon, South Africa (1981) Registered Professional Engineer, Engineering Council of South Africa (ECSA)	L has approximately 10 years of experience in working with the minibus taxi industry although his first encounters occurred over 12 years ago. Since mid-2007, he has been very closely and intensively involved in selling formalised public transport to existing bus and minibus taxi operators. Experience has included engaging with the industry as affected by the roll-out of the UCT Jammie Shuttle, the full negotiation process with the George bus and minibus taxi industries and introductory engagements with industry representatives in Polokwane, Mossel Bay and for NMU in Nelson Mandela Bay.	L as approximately 10 years of active experience in minibus taxi industry negotiations. His first active engagements took place nearly 20 years ago as part of his MEng research, with active negotiation activities commencing in 2007 and continuing until the present day.

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g) Human Settlements Institutional and Finance Specialist	...er to the 3 most recent projects on the CV relating to the planning, management and coordination of integrated human settlements as well as social housing developments. as provided core project management experience to all three projects relating to human settlement development and provided input into applicable human settlements regulatory frameworks and policy. He serves as a member of SHRA's external evaluators for the technical evaluation committee and has provided input into the operational business models of a number of social housing institutes (Golden West and Let's Care South Africa).	Land Development Specialist	Master of Town and Regional Planning, University of Pretoria, South Africa (2005) BSocSci (Hons) Urban Development Studies, University of Pretoria, South Africa (2001) BA Information Science, University of Pretoria, South Africa (2000) Member, Project Management Institute of South Africa (PMISA) Professional Planner, South African Council for Planners (SACPLAN) Member, South African Planning Institute (SAPI)	At least 12 years' experience in town planning and property development as a town planner, project manager and development manager on private and public sector property developments, including integrated human settlements. His experience involves advising on the institutional and financial mechanisms applicable to assisted housing provision including social/affordable housing and input into regulatory frameworks and policies, housing finance and subsidies as well as input into business models. At least 12 years' experience in the coordination and planning of large scale integrated human settlements and advising on the most suitable housing funding mechanisms and project structuring. This experience also includes the provision of project management expertise across multidisciplinary teams and specialisations using key project management skills such as programming, budgeting, administrative coordination and interpersonal skills.	12+ years' experience in multidisciplinary project management, specifically related to the planning, design, and implementation of integrated human settlement developments and advising on the institutional and financial mechanisms applicable to assisted housing provision in those projects. 1 year analytical experience with housing finance/subsidies as Transaction Advisor for the HAD. 3 years' experience in advising and providing input into the operational business models of social housing institutes (Golden West and Let's Care South Africa). 1 year experience serving as a member of SHRA's external evaluators for the technical evaluation committee assessing social housing developments and making recommendations.

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h) Town/Spatial Planning Specialist	She completed the Seshego Precinct Plan in line with TOD principles as Urban Hub along the Polokwane IRPTN Trunk Route. ; currently responsible for land rights processes on the Rustenburg Rapid Transport project. She is currently acquiring land rights for all bulk infrastructure for the Mogalakwena Bulk Water Master Plan, registering servitudes/expropriation or acquisition of land covering pipelines of almost 200 km. She completed a Human Settlements Spatial Transformation Plan for the Kgatelopele National Priority Mining Town, ensuring integration of human settlement planning with transport provision, whilst spatially transforming the area.	Technical Director/Town and Regional Planner	MA Town and Regional Planning, University of Stellenbosch, South Africa (1994) BA (Hons) Geography, University of Stellenbosch, South Africa (1992) BA General, University of Stellenbosch, South Africa (1991) Registered Professional Planner, South African Council for Planners (SACPLAN – A1012/1998) Corporate Member, South African Planning Institute (SAPI)	At least 23 years of experience as consulting and municipal planner in spatial planning, land use management, and policy development. Significant experience in management of land on which municipal infrastructure assets are planned by ensuring land owner consents, acquiring land, expropriation if necessary, valuation, registration of servitudes, etc. Well-informed with government policies and objectives in the NDP, SPLUMA and the medium-term human settlement targets which were gained as part of formulation of two provincial human settlements strategies and 5-year implementation plans, as well as 6 municipal housing sector plans. Planning experience on two IRPTN projects being responsible for precinct planning of an urban hub along the trunk route according to TOD principles, and undertaking all land use rights applications for bus depots. Assessed 30 national priority catalytic projects in terms of integration with economic opportunities and public transport, to ensure they create sustainable human settlements that spatially transforms the urban landscape, but is sustainable in long term. Developed business cases, feasibility and business and implementation plans for various types of projects and programmes	23 years' experience in spatial planning and land use management. 16 years' experience in land rights processes. 4 years' experience working on TOD related projects on local scale, as well as evaluating it from a strategic level is it address government targets. 9 years' experience in integrated human settlement planning and strategy development, as well as the management of housing projects. 19 years' experience in policy development relating to land use planning.

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h) Town/Spatial Planning Specialist	Development of a sustainable river-based urban planning guideline and implementation tool (Ethiopia): rezoning of Sanbona Game Reserve and integrated transport and land-use planning support for the Dar es Salaam Metropolitan Development Project. ...y has provided leadership within these various projects via management of various project teams and sub-consultants, technical input and various technical reviews on the projects.	Project Leader	Master of City and Regional Planning (MCRP), University of Cape Town (UCT), South Africa (2013) BA Development and Environment, Stellenbosch University, South Africa (2011) Professional Planner, South African Council for Planners (SACPLAN)	5 years of experience of being a Project Leader on a variety of various projects such as developing a Sustainable River Guideline and implementation tool; integrated transport and land use planning support for Dar es Salaam Metropolitan project; feasibility study and urban planning for the Sol Plaatje University; asset management for existing housing projects in Cape Town and rezoning of Sanbona Game Reserve. This experience includes the provision of project management expertise across multidisciplinary teams and specialisations using key project management skills such as programming, budgeting, administrative coordination and interpersonal skills.	5 years' experience in spatial planning, policy development and land use planning and management. His experience include the provision of project management expertise across multidisciplinary teams and specialisations using key project management skills such as programming, budgeting, administrative coordination and interpersonal skills.

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with professional body	Relevant experience/skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
h) Town/Spatial Planning Specialist	has experience working in the Western Cape, having been based there for 7 years and working on a variety of land use management applications such as the Durbanville Industria Master Plan and Groot Pheasantkraal rezoning/township establishment. She also contributes a great deal of knowledge having worked on transit-orientated development focused strategies for the World Bank in Dar es Salaam and eThekweni.	Town and Regional Planner	MA Planning, University of Auckland, New Zealand (2012) BA Town and Regional Planning, University of Pretoria, South Africa (2008) Member, Golden Key International Honour Society (GKIHS) Professional Planner, South African Council for Planners (SACPLAN)	experience has led her to play a key role in the management of major multi-disciplinary projects across a number of geographies. has experience in a range of planning types, from strategic to policy to land use management. She spent 7 years practicing land use management in Cape Town. More recently she has been actively involved with the BEPP formulation and had close engagements with TDA on their SDF review and BEPP formulation. Also brings to the team international IOD experience, having worked for the World Bank in formulating the land use strategy for the Dar Bus Rapid Transit Phases as well as for eThekweni on densification around their public transport routes.	5 years' experience in multidisciplinary project management. 14 years' land use management/statutory planning experience. 9 years' spatial planning experience. 10 years' experience in policy development.

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with professional body	Relevant experience/skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
h) Town/Spatial Planning Specialist	has provided town planning services to various clients which enabled them to identify areas with highest economic opportunities. Her role on due diligence assisted teams to make recommendations to clients in order to optimise development yield. Her spatial planning experience will aid this project through the concept development to implementation stage.	Town and Regional Planner	MA Business Administration, University of Gloucestershire, United Kingdom (2012) BTech Town and Regional Planning, Cape Peninsula University of Technology (CPUT), South Africa (2008) Professional Planner, South African Council for Planners (SACPLAN)	Her 8 years' experience in spatial planning of mixed use development together with her background in feasibility studies will enable the project team to gain a more holistic view on the impact this project might have on the urban environment. She has been the lead town planner on a number of large scale multidisciplinary projects up to 160 ha as well as catalytic projects for local government. She specialises in drafting concept plans and she is very familiar with legislation and regulations required for the compilation of reports for statutory approvals.	4 years' experience in multidisciplinary project management. 8 years' experience in spatial planning projects. 8 years' experience in preparation of statutory planning applications.

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with professional body	Relevant experience/skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
i) Public Transport Operations Specialist	Operational analysis: Ref 5. Technical support to MyCiti business planning team. Ref 4. Operational analysis of the Rea Vaya and A Re Yeng BRT systems to improve efficiencies. Operational support: Ref 6. Operational support to the MyCiti operations team. Operational management: Ref 7. Operational management of FIFA LOC transport services for the 2010 World Cup. Operational planning: Ref 8. Detailed operational Plans for 2010 World Cup.	Director	MEng Transportation BSc (Eng) Civil Registered Professional Engineer, Engineering Council of South Africa (ECSA)	A is extensive experience in operational planning, analysis and operations of road-based public transport systems. This includes being involved in Cape Town's MyCiti BRT system since its inception in 2010, providing technical, financial, contractual and operational support. In addition, as involved in the detailed operational analysis of the Rea Vaya and A Re Yeng BRT systems for the National Treasury's City Support Programme. as been involved in undertaking international research on the latest approaches and technologies for the implementation of operational performance management systems, electric bus operations and depot design and management.	12 years' experience in operational public transport planning for 2010 WC and MyCiti. 7 years' experience in operational management support and analysis of MyCiti. 2 years' experience in the operational and financial analysis of Rea Vaya, A Re Yeng and Go George. 1 year' experience in the operational management of event bus and mini-bus taxi operations for 2010 World Cup.

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with professional body	Relevant experience/skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
i) Public Transport Operations Specialist	D is been actively involved in the implementation and ongoing operation of two systems including the UCT Jammie Shuttle and the George Integrated Public Transport Network. The UCT Jammie Shuttle may be viewed as a small system, but carries over 30 000 boardings a day as a matter of course and requires 6 different timetables over the year to operate whilst also providing ad hoc services for University activities. The George Integrated Public Transport Network is still in its infancy and experiences around 14 000 boardings a day. It is however the outcome of a negotiated transformation of the local bus and minibus taxi industries and the full system encompasses the whole of the George Local Municipality.	Technical Director and Professional Mechanical Engineer	PhD (Civil) Transportation Planning, University of Stellenbosch, South Africa (2001) MEng (Civil) Transportation Planning, Cum laude, University of Stellenbosch, South Africa (1998) BSc Mechanical Engineering, University of Cape Town (UCT), South Africa (1988) NHCT (Mechanical, Marine), Cape Technikon, South Africa (1981) Registered Professional Engineer, Engineering Council of South Africa (ECSA)	involved in the roll-out of UCT Jammie Shuttle from its first day of operation in January 2005 and remained actively involved in operational matters (from the client perspective) until approximately 2012. The George Integrated Public Transport Network rolled out in December 2014 and has been directly involved in operational issues, especially those relating to route, timetable and vehicle class allocation since that time until the present.	as approximately 10 years of public transport operations experience, with approximately 7 years being for the UCT Jammie Shuttle system and the last three being in respect of the GIPTN.

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with professional body	Relevant experience/skill (as required in TABLE 1 of TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
j) Urban Infrastructure Cost Modelling Specialist	provided project and programme management support to all three phases of the City of Johannesburg, Consolidated Infrastructure Plan phase 1 to 3 spanning over 4 years. He also developed pre-feasibility studies for critical projects that flowed into funding proposals. He developed institutional plans for the Municipal Owned Entities as solutions to their critical skills problems and developed the integration model for combining capital project requirements specifically for the Capex budget of the city.	Associate: Strategic and Integrated Planning	BSc Town and Regional Planning, University of Pretoria, South Africa (1992) Professional Member, South African Council for Planners (SACPLAN) Member, Project Management Institute of South Africa (PMISA) Professional Member, South African Planning Institute (SAPI)	12 years of project management experience in the public domain, from implementing the housing subsidy solution for the National Department of Housing, providing contract management support to public clients in setting up solutions for infrastructure planning initiatives in municipalities. Most notably, the implementation of the City of Johannesburg's consolidated infrastructure plan, provided him with the required skill to integrate, plan, cost and prioritise municipal infrastructure requirements over a long term.	12 years' experience in multidisciplinary project management. 3 years - Project management for the implementation of the housing subsidy system for the National Department of Housing (NDoH at the time). 4 years of experience in programme and project management of the City of Johannesburg, consolidated infrastructure plan. 2 years' experience in the project management of multi-disciplinary teams for the implementation of the Consolidated Municipal Infrastructure Plans in the Limpopo Province. 3 years' experience in project managing the implementation of Section 78 assessments for the Department of Water Affairs (DWAF at the time) managing a multi-disciplinary project team providing specialise assistance to the Department for assessing

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with professional body	Relevant experience/skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
					funding options for major water projects in the Lephalale Municipal area.

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with professional body	Relevant experience/skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
i) Urban Infrastructure Cost Modelling Specialist	responsibility was to advise and build cost models for all three projects relating to the CV. He has developed a great deal of knowledge undertaking financial robustness reviews and developed enhanced costing models specifically related to the latest projects.	Financial Business Analyst	BTech Quantity Surveying, Tshwane University of Technology (TUT), South Africa (2010) NDip Construction Management, Tshwane University of Technology (TUT), South Africa (2009) Member (MAQS), Association of South African Quantity Surveyors (ASAQs) Candidate Quantity Surveyor, South African Council for the Quantity Surveying Profession (SACQSP)	years of experience where he was responsible for a variety of consulting services across multiple industries. These management consulting services ranged from providing informed strategic advice to building operating and financial cost models with the focus to maximise investment and operational returns, whilst minimising risk. This experience also includes detailed operating cost models for mining and railway operations as well as capital estimation for major mining infrastructure projects.	7 years' experience in detailed capital estimation which includes implementation projects. 5 years of experience in operational cost estimation for major infrastructure projects. 5 years of experience in financial and funding models for capital projects. 4 years of experience in management consulting services across the mining, hydrocarbons and resource infrastructure sectors.

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with professional body	Relevant experience/skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
k) Legal Specialist	Refer to the 3 most recent projects on the CV relating to support to the TDA departments of contract management, business planning and operations departments. provided core project management and technical expertise to two projects related to incremental transport interventions as well as an existing VOC contract management for the Go George bus service, which has included institutional, operations, business plan development as well as multidisciplinary team management. He has developed a great deal of institutional knowledge and technical experience across the streams in this time over the past three years coupled with more than 9 years of institutional, contractual and legal expertise.	Specialist Consultant to	LLB LLM (Environmental Law) Non-Practicing member of the Cape Town Law Society	is at least 9 years of experience project management as well as providing strategic, institutional, contractual and legal advice regarding the structuring of projects including within the I(R)PTN sector. He has at least 3 years of experience is directly related to the implementation of technical consulting services for the GO GEORGE bus service across a multidisciplinary team and various workstreams. This experience includes the provision of project management expertise as well as technical and legal advisory skills across multidisciplinary teams and specialisations using key project management and strategic skills.	12+ years' experience in multidisciplinary project management. 3 years' experience in the project management of the implementation of the Go George bus service. 5 years' experience in providing institutional, legal and contractual advisory advice and services to the Western Cape Government as well as National Government. 8 years of experience in specialist legal advisory skills for both the public and private sectors. 3 years' experience in the project management of technical teams and operational and technical specialist support for the Go George bus service as well as the Western Cape Department of Transport and Public Works.

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with professional body	Relevant experience/skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
k) Legal Specialist	Dar es Salaam Metropolitan Development Project: BRT Corridor Strategy Development. City of Johannesburg Consolidated Infrastructure Development Project. Review of the Municipal Planning and Performance Management Regulations, 2001.	Project Leader/Legal Advisor	LLB, University of South Africa (UNISA) (2011) B Proc, University of South Africa (UNISA) (1996) Advocate, High Court of South Africa	responsible for providing advice and other legal services in the infrastructure planning projects. She has experience in reviewing, drafting and applying municipal policies and bylaws. She also has experience in applying national/provincial legislation and policies applicable to local government the implementation of human settlements projects and performing legal due diligence exercises.	2 years' experience in infrastructure planning for the City of Johannesburg. 5 years' experience in the implementation of human settlement/housing and land rights related projects. 5 years' experience in working with local government legal framework in various projects. 3 months' experience in IPTS – reviewed legal documents that formed the basis of the IPTS. 1 month experience in providing legal advice for the integration of public transport with land use planning (project is ongoing).

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with professional body	Relevant experience/skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
D) Facility Management Specialist	is specialised in facilities and asset management over the last decade. His experience includes work with a number of clients on significant facility portfolios including the V&A Waterfront, Stellenbosch University and a property owner in Dubai.	Regional Service Leader: Asset Management	NDip Project Management, Damelin College, South Africa (1996) PGDip in Marketing Management, University of South Africa (UNISA) (1995) BEng (Civil Engineering), University of Stellenbosch, South Africa (1989) Registered Professional Engineer, Engineering Council of South Africa (ECSA) Project Management Professional (PMP), Project Management Institute (PMI) Member, South African Institution of Civil Engineering (SAICE) Member and councillor, Southern African	10 years' experience in the management of assets and facilities. This covers all aspects of facility management including strategic, tactical and operational advice, contracting strategies, use of information management services and maturity assessments. one of the first individuals in South Africa to be recognised as a Certified Asset Management Assessor by the World Partners in Asset Management.	10 years' experience in asset and facilities management for a wide range of clients. Specific experience in advising clients with facility portfolios including the V&A Waterfront, Stellenbosch University and a property client in Dubai.

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with professional body	Relevant experience/skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
			Asset Management Association (SAAMA) Certified Asset Management Assessor (CAMA), World Partners in Asset Management (WPIAM)		

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with professional body	Relevant experience/skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
1) Facility Management Specialist	is a project and infrastructure manager with close to three decades of experience. specialises in infrastructure asset management, in particular maintenance management. He acted as Project Director on eThekweni public transport safety and security strategy plan as well as the Department of Transport's assessment and management plan.	Asset Manager	MSc Technology Management (cum laude), University of Pretoria, South Africa (2013) BSc Hons Technology Management, University of Pretoria, South Africa (2011) Master's in Business Administration (MBA), University of Wales, United Kingdom (1998) Master's Business Programme (MBP), Technikon Natal, South Africa (1994) Advanced Business Programme (ABP), Technikon Natal, South Africa (1992) MDip Technology in Structural Engineering Technology, Technikon Natal, South Africa (1989)	In the last ten years has specialised in infrastructure asset management, in particular maintenance management. executes advanced infrastructure asset management projects all the way from the hard engineering, design and construction, up to strategic planning and policy setting. His exposure to this complete spectrum of infrastructure asset management places him in a strong position to execute senior management roles regarding the management of infrastructure facilities, including transportation, water and sanitation and buildings facilities. A key focus area for over the last five years has been the implementation of best practices with regard to maintenance management. This is a poorly implemented component of facilities management and one in need of attention.	10 years' experience in infrastructure asset and facilities management for a wide range of clients. 5 years' experience in the implementation of best practices with regard to maintenance management.

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with professional body	Relevant experience/skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
			Registered Professional Engineering Technologist, Engineering Council of South Africa (ECSA)		
			Member, International Council on System Engineering (INCOSE)		
			Project Management Professional, Project Management Institute (PMI)		
			Construction Management Professional (CMP), South African Council for Project and Construction Management Professions (SACPCMP)		
			Certified Asset Management Assessor, World Partners in Asset Management (WPIAM)		

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with professional body	Relevant experience/skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
m) Information Technology Specialist	... as brought digital innovation through his technical experience in information management experience to all three projects relating to planning and transport management. He has developed an extensive range of skills in building system that support the engineering domains over the last 14 years.	Systems/GIS Architect	BTech Civil Engineering, Cape Peninsula University of Technology (CPUT), South Africa (2005) NDip Civil Engineering, Cape Technikon, South Africa (2002) N3 and N4 Building and Civil, Athlone Technical College (1999) GISc Member, Geo-Information Society of South Africa (GISSA) GISc Technician, South African Council for Professional and Technical Surveyors (PLATO)	At least 5 years relevant experience in data management and system development for transport systems integration and data collection process for planning. This experience relates directly to the delivery of information systems through consulting services for GIPTN across the discipline of operations and maintenance. This experience includes the provision of information management expertise across multidisciplinary teams and specialisations using key management skills such as data management, visualisation, capture and integration skills.	5+ years' experience in multidisciplinary information management. 1 year – System design and spatial data management of the implementation of the Soccer World Cup Transport Operations Centre which included the monitoring of bus services. 2 years of experience in operational public transport support services and data integration through web based tools for spatial reporting and dashboards. 2 years' experience in the development of data collection tools for the reporting of operational and technical matrices.

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with professional body	Relevant experience/skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
m) Information Technology Specialist	has provided ICT lead consultancy for the average speed over distance project in the Western Cape including all systems and mobile/smart devices. He has gained considerable experience in systems and integration of such on this project. He has experience in data and telecoms in terms of WAN/LAN and fibre design for projects such as the Square Kilometre Array (SKA) and projects for Neotel/Vodacom. He has developed a great deal of knowledge across the various projects he has been involved with spanning 8 years.	Implementation and Support Manager	BCom Informatics, University of South Africa (UNISA) (2015) Dip Computer Science, Computer Training Institute, South Africa (2001)	At least 19 years of implementation and support management of projects such as Emergency Medical Services, Disaster Management and South African Police Services. He has also been involved in several large infrastructure projects relating to ICT such as the Department of Transport in Abu Dhabi and Square Kilometre Array (SKA) as ICT Lead. Lately, he has been delivering and supporting the Department of Transport and Public Works Avergae Speed over Distance (ASOD) project in the Western Cape, as Lead Implementation and Support Project Leader. This experience includes the provision of project management expertise across multidisciplinary teams and specialisations using key project management skills such as programming, budgeting, administrative coordination and interpersonal skills.	8+ years' experience in multidisciplinary project management. 5 years - Project management as Lead ICT Project Leader of the Average Speed over Distance (ASOD) project. 10 years of experience in Emergency Services environment as Implementation and support manager. 2 years' experience in the Fibre Design as Lead Planner for Neotel/Vodacom. 5 years' experience in ICT Lead consultancy on projects Department of Transport Abu Dhabi and (SKA).

Position as specified	(a) First name, surname (b) Cross-references to CV, statement of specialisation and other supporting docs	Current position and employer	Qualifications and details of registration with professional body	Relevant experience/skill (as required in TABLE 1 or TABLE 2)	No. of years of relevant experience with notes on what the different years of experience related to and why it is relevant
n) Property Economist and Market Specialist	PRASA optimal tenant mix and commercialisation at flagship station centres, economic and socio-economic market research (various stations across South Africa including Cape Town Station, Phillipi, Wynberg Retreat, Bellville, Khayelitsha, Woodstock, Salt River, Stock Road, Lentegeur, Retreat, Kalk Bay, etc.). Economic and socio-economic assessment pertaining to the reconstruction and upgrading of the Wingfield Interchange in Cape Town. Cape Town foreshore economic and market assessments. Cape Town Residential Market Study (Investec). V&A Waterfront/Cape View Medical Clinic Market Study. PIC Cape Town Retail Market Studies (various), etc.	Specialist Consultant to	BTRP MSc Real Estate Member of SAPI Member of SAPOA Member of SARIMA Member of SACSC.	s the Managing Director and founding member of DEMACON Market Studies. He is a specialist development/property economist and expert market analyst. His research has been published in, inter alia, the South African Journal of Economic and Management Sciences as well as the International Journal of Business and Retail Management Research. He has been extensively involved in real estate market studies both locally and beyond SA borders. His fields of expertise include, inter alia, real estate market studies (including for transit oriented development), urban and rural economics, as well as economic and fiscal impact assessments. His client base includes, inter alia, SA's leading commercial banks, listed funds, private funds, investors and developers, advocates' chambers, attorneys, economic development agencies, all tiers of government (national, provincial, metropolitan/local) as well as parastatals, etc.	as 23 years field related experience in, inter alia, the following: • Real estate mixed use market studies (human settlements, industrial, warehousing and distribution, logistics, office sector, tourism, healthcare, educational, retail, etc.). • Economic, socio-economic and fiscal impact assessments. • Specialist economic assessments and strategies. • Socio-economic studies and surveys. • Economic sector studies. • Cluster analyses. • Demand and supply modelling. • Urban renewal programmes. • Investment strategies. • Business planning and consulting, etc.

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Contract Lead	Name:	
c) Client company:	Western Cape Department of Economic Development and Tourism		
d) Relevant client's project/ s	Business Case for a Halal Industrial Park in the Western Cape		
e) Contact Person of Client			
f) Tel. No			
g) e-mail	000		
h) Description of Service to Client	Business plan for a world-class, integrated, eco-friendly hub for the production and downstream processing of a range of commercially exploitable agro-produce in a clustered and organised Halal Park environment.		
i) Contract value	R3m		
	Start date	Termination Date	
j) Contract term	January 2017	August 2017	
k) Any major non-compliance / dispute issues? Provide details	None		
l) Reason for termination	End of project, deliverables complete		
m) Other Comments:	None		
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date: 06/02/2018	

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client		
1. Please provide the following information relevant to the services provided by the above specialist		
Name of Specialist being rated:		
Specialist's Contact Person:		
Tel Nos:		
Duration of Contract:	9 months	
Value of Contract:	R3m	
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)		
Question		Rating:
a) Specialist's quality of workmanship?		10
b) Specialist's charge out rates?		8
c) Specialist's turnaround time to requests/problems?		9
d) Specialist's staff conduct and adherence to service protocols?		10
e) Overall satisfaction with Specialist's performance?		10
3. Any major non-compliance / dispute issues? Provide details	NONE.....	
4. Reason for termination	PROJECT COMPLETED.....	
5. Other Comments:	functional expertise and attention to detail were tremendously valuable on the project	
Company's Name:	Western Cape Department of Economic Development and Tourism	
Contact Person at Company:		
Tel Nos:		
Email Address:		
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document.		
Date:		Company Stamp:
Signature:		
Name in Block Letters:		

The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Contract Lead	Name	
c) Client company:	Western Cape Department of Environmental Affairs and Development Planning		
d) Relevant client's project/ s	Feasibility study for alternative technology and sustainable infrastructure for human settlements		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	A feasibility study and economic model of alternative technologies and sustainable infrastructure design for human settlements in South Africa in order to challenge the current industry standard design approaches and practices.		
i) Contract value	R1.75m		
	Start date	Termination Date	
j) Contract term	February 2015	March 2016	
k) Any major non-compliance / dispute issues? Provide details	None		
l) Reason for termination	End of project, deliverables complete		
m) Other Comments:	None		
Declaration:			
I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date: 06/02/2018	

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client		
1. Please provide the following information relevant to the services provided by the above specialist		
Name of Specialist being rated:		
Specialist's Contact Person:		
Tel Nos:		
Duration of Contract:	12 months	
Value of Contract:	R1.75m	
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)		
Question		Rating:
a) Specialist's quality of workmanship?		7
b) Specialist's charge out rates?		8 Rates were market related and appropriate for specialists in the field.
c) Specialist's turnaround time to requests/problems?		7 Initially the project was not resourced with the right level of staff for the challenging nature of the work however this was resolved within a reasonable timeframe and the project was completed on schedule with suitable level of expertise.
d) Specialist's staff conduct and adherence to service protocols?		8 The team was responsive and met deadlines despite challenges as listed earlier
e) Overall satisfaction with Specialist's performance?		7 The project was a challenging one which required non-traditional thinking. This required very active co-development by client and consultant but the final product was good and technically defensible.
3. Any major non-compliance / dispute issues? Provide details	Initial reports were not considered sufficient quality and an intervention was required with the Aurecon Technical Director. Thereafter Aurecon undertook the necessary steps to adopt appropriate quality and technical checks and the quality improved significantly. The project resulted in a solid and defensible piece of work but required active engagement and management from the client team.	
4. Reason for termination	The project deliverables were finalized and the contract concluded according to plan.	
5. Other Comments:	The project required the amalgamation of technical, economic and social principles to be combined within a feasibility study. This was different to the normal requirements of engineers and the multi-disciplinary team were required to provide a truly integrated solution and not just one of specialist reports being included. Whilst this was a challenge it was wonderful to see the resultant reports which conceptualized a new way of undertaking low cost housing for South Africa. We look forward to this being implemented in the near future.	
Company's Name:	Western Cape Department of Environmental Affairs and Development Planning	
Contact Person at Company:		
Tel Nos:		
Email Address:		
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document.		
Date:	14 February 2018	Company Stamp:
Signature:		
Name in Block Letters:		

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Senior Business Strategist	Name:	
c) Client company:			
d) Relevant client's project/ s			
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client Review and provide input into the costing of services for interim and long-term contracts; VOC formation and development assistance in terms of review, comment and ensuring regulatory compliance with all aspects: Investment models for the VOC – approaches, assessment and consideration of options; Industry compensation models, approaches, valuation and payment mechanisms; Vehicle scrapping models, approaches and payment mechanisms; Employment, capacity building and skills development through training interventions; Vehicle funding models, approaches, options, requirements; Vehicle ownership models, approaches and options.			
i) Contract value			
R3,9 million			
Start date		Termination Date	
June 2015		On-going	
j) Contract term			
k) Any major non-compliance / dispute issues? Provide details			
N/A			
l) Reason for termination			
N/A			
m) Other Comments:			
NO			
Declaration:			
I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date: 12/2/2018	

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client		
1. Please provide the following information relevant to the services provided by the above specialist		
Name of Specialist being rated:		
Specialist's Contact Person:		
Tel Nos:		
Duration of Contract:	3 years with possible extension (Rustenburg Rapid Transport, Rustenburg)	
Value of Contract:	R3,9 million	
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)		
Question		Rating:
a) Specialist's quality of workmanship?		10
b) Specialist's charge out rates?		9
c) Specialist's turnaround time to requests/problems?		10
d) Specialist's staff conduct and adherence to service protocols?		10
e) Overall satisfaction with Specialist's performance?		10
3. Any major non-compliance / dispute issues? Provide details	 N/A.....	
4. Reason for termination	 N/A.....	
5. Other Comments:	... High Quality and Level of Expertise in the relevant field	
Company's Name:		
Contact Person at Company:		
Tel Nos:		
Email Address:		
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document.		
Date:	12/2/2018	Company Stamp:
Signature:		N/A
Name in Block Letters:		

The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY
SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Senior Business Strategist	Name:	
c) Client company:			
d) Relevant client's project/ s	(Johannesburg)		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Review and provide input into the costing of services for interim and long-term contracts; VOC formation and development assistance in terms of review, comment and ensuring regulatory compliance with all aspects; Investment models for the VOC – approaches, assessment and consideration of options; Industry compensation models, approaches, valuation and payment mechanisms; Vehicle scrapping models, approaches and payment mechanisms; Employment, capacity building and skills development through training interventions; Vehicle funding models, approaches, options, requirements; Vehicle ownership models, approaches and options.		
i) Contract value	R2,1 million		
	Start date	Termination Date	
j) Contract term	2012	2014	
k) Any major non-compliance / dispute issues? Provide details	N/A		
l) Reason for termination	N/A		
m) Other Comments:	NO		
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date: 12/2/2018	

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client		
1. Please provide the following information relevant to the services provided by the above specialist		
Name of Specialist being rated:		
Specialist's Contact Person:		
Tel Nos:		
Duration of Contract:	3 years (Rea Vaya Phase 1B, Johannesburg)	
Value of Contract:	R2,1 million	
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)		
Question		Rating:
a) Specialist's quality of workmanship?		10
b) Specialist's charge out rates?		10
c) Specialist's turnaround time to requests/problems?		10
d) Specialist's staff conduct and adherence to service protocols?		10
e) Overall satisfaction with Specialist's performance?		10
3. Any major non-compliance / dispute issues? Provide details	 N/A.....	
4. Reason for termination	 N/A.....	
5. Other Comments:	... High Quality and Level of Expertise in the relevant field.....	
Company's Name:		
Contact Person at Company:		
Tel Nos:		
Email Address:		
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document.		
Date:	12/2/2018	Company Stamp:
Signature:		N/A
Name in Block Letters:		

The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Senior Business Strategist	Name:	
c) Client company:			
d) Relevant client's project/ s	Business Case for an Aircraft Storage Facility		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Business plan development and Transaction Advisory services for the development and procurement of an aircraft storage and MRO facility at Upington Airport.		
i) Contract value	R4m		
	Start date	Termination Date	
j) Contract term	November 2013	June 2015	
k) Any major non-compliance / dispute issues? Provide details	None		
l) Reason for termination	End of project, deliverables complete		
m) Other Comments:	None		
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date: 06/02/2018	

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client		
1. Please provide the following information relevant to the services provided by the above specialist		
Name of Specialist being rated:		
Specialist's Contact Person:		
Tel Nos:		
Duration of Contract:		
Value of Contract:		
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)		
Question		Rating:
a) Specialist's quality of workmanship?		10
b) Specialist's charge out rates?		10
c) Specialist's turnaround time to requests/problems?		10
d) Specialist's staff conduct and adherence to service protocols?		10
e) Overall satisfaction with Specialist's performance?		10
3. Any major non-compliance / dispute issues? Provide details	N/A.....	
4. Reason for termination	Deliverable was satisfactorily concluded, and contract terminated.	
5. Other Comments:	The criteria I rank highest for their customer service. They go the extra mile and always deliver over and above the required output. The value added is tangible.	
Company's Name:		
Contact Person at Company:		
Tel Nos:		
Email Address:		
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document.		
Date:	12 Feb 2018	Company Stamp:
Signature:		
Name in Block Letters:		

The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....

Tender No. 198C/2017/16

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY
SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Senior Business Strategist	Name: Stephan Jooste	
c) Client company:			
d) Relevant client's project/ s	Lender's Advisor for the		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Acting on behalf of the Lenders for the development of a Cable Transit project in Lagos Nigeria.		
i) Contract value	R4m		
	Start date	Termination Date	
j) Contract term	May 2012	April 2014	
k) Any major non- compliance / dispute issues? Provide details	None		
l) Reason for termination	End of project, deliverables complete		
m) Other Comments:	None		
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date: 06/02/2018	

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client		
1. Please provide the following information relevant to the services provided by the above specialist		
Name of Specialist being rated:		
Specialist's Contact Person:		
Tel Nos:		
Duration of Contract:	2 years	
Value of Contract:	R4m	
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)		
Question	Rating:	
a) Specialist's quality of workmanship?	10	
b) Specialist's charge out rates?	9	
c) Specialist's turnaround time to requests/problems?	10	
d) Specialist's staff conduct and adherence to service protocols?	10	
e) Overall satisfaction with Specialist's performance?	10	
3. Any major non-compliance / dispute issues? Provide details		
None.....		
4. Reason for termination		
End of contract. All deliverables were achieved.		
5. Other Comments:		
a very competent consultant and very knowledgeable in his area of expertise. Would definitely like to work again with e future.		
Company's Name:		
Contact Person at Company:		
Tel Nos:		
Email Address:		
Declaration by Company giving reference:		
We hereby declare that the information in Part B is accurate as at the date of s' nent.		
Date:	13 February 2018	Company
Signature:		
Name in Block Letters:		

The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

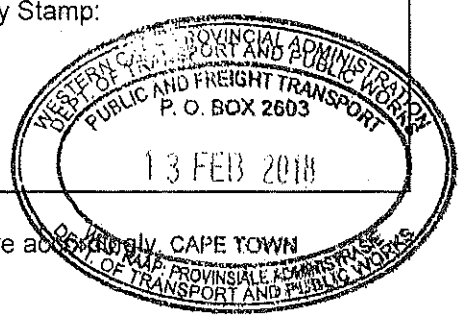
SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist Category	Integrated Public Transport Planning Specialist/Minibus taxi specialist/Public transport operations specialist	Name	
c) Client company:	Western Cape Department of Transport and Public Works		
d) Relevant client's project/ s	George Integrated Public Transport Network (GIPTN), Cape Town International Airport PT System Design, Overberg District Municipality IPTN, Mossel Bay IPTN, Overberg District and its Local Municipality ITP		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Technical specialist on the team on the GIPTN project across technical workstreams, including fleet, operations, contract negotiations, industry engagements and systems planning. Technical specialist on other ITPs and IPTNs		
i) Contract value	R45 million (current financial year's budget) for GIPTN, other project values total approx. (R3million)		
j) Contract term	Start date	Termination Date	
	15 July 2015 (GIPTN)	Ongoing	
k) Any major non-compliance / dispute issues? Provide details	No		
l) Reason for termination	N/A		
m) Other Comments:	Provides the technical lead on the GIPTN project has been involved on the project since inception. The team, with its core members has been involved in all elements of the project which includes contract negotiations with the minibus taxi industry, fleet specification and procurement, systems planning development of the network, infrastructure advisory and development, assistance to project on operating licenses, affected persons and input into the financial and institutional models that have developed over the project period.		
Declaration:			
I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/tenderer)		Date:	

IV

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client		
1. Please provide the following information relevant to the services provided by the above specialist		
Name of Specialist being rated:		
Specialist's Contact Person:		
Tel Nos:		
Duration of Contract:	12 years	
Value of Contract:	R45million (current financial year budget)	
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)		
Question		Rating:
a) Specialist's quality of workmanship?		8
b) Specialist's charge out rates?		8
c) Specialist's turnaround time to requests/problems?		10
d) Specialist's staff conduct and adherence to service protocols?		9
e) Overall satisfaction with Specialist's performance?		10
3. Any major non-compliance / dispute issues? Provide details	N/A	
4. Reason for termination	ON-GOING	
5. Other Comments:		
Company's Name:	Department of Transport and Public Works	
Contact Person at Company:		
Tel Nos:		
Email Address:		
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document.		
Date:	13/02/2018	Company Stamp:
Signature:		
Name in Block Letters:		

The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Project Management	Name:	
c) Client company:			
d) Relevant client's project/ s	Centre for Children's Health Research (CCHR)		
e) Contact Person of Client			
f) Tel. No	p: m:		
g) e-mail			
h) Description of Service to Client	Responsible for project management for the whole lifecycle of the development, including master planning, business case, schematic design, developed design, construction documentation and the construction and commissioning phases over a four and a half year period.		
i) Contract value	\$134.5m (Australian Dollar)		
	Start date	Termination Date	
j) Contract term	Jan-2010	Mar-2014	
k) Any major non-compliance / dispute issues? Provide details	None		
l) Reason for termination	My period in Australia ended in March 2014, but the construction of the building was completed towards the end of 2014 and the project successfully delivered by the remaining ,		
m) Other Comments:	The Centre for Children's Health Research (CCHR) is a key component of the Lady Cilento Children's Hospital (LCCH) located at South Brisbane, Australia.		
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date:	9-Feb-2018

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client		
1. Please provide the following information relevant to the services provided by the above specialist		
Name of Specialist being rated:		
Specialist's Contact Person:		
Tel Nos:		
Duration of Contract:	January 2010 to March 2014	
Value of Contract:	AUD\$134.5 million	
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)		
Question		Rating:
a) Specialist's quality of workmanship?		10
b) Specialist's charge out rates?		10
c) Specialist's turnaround time to requests/problems?		10
d) Specialist's staff conduct and adherence to service protocols?		10
e) Overall satisfaction with Specialist's performance?		10
3. Any major non-compliance / dispute issues? Provide details	There were no compliance or dispute issues with	
4. Reason for termination	reasons	
5. Other Comments:	an efficient and effective Project Manager. She is an excellent communicator. She has the ability to work across multi-disciplinary teams. She has demonstrated her capability in management of projects within time and budget and this was evident during the delivery of the Business Case for the CCHR Project. During the development of the Business Case had to deal with an extremely difficult client group which consisted for clinicians, academics and in some instances the media. t handled each situation professionally and ensured that the reputation of the department was maintained at all times. is a dedicated worker and likes to see projects from commencement to closure. She was very disappointed that she did not have the opportunity to complete the delivery of the CCHR Project.	
Company's Name:	Queensland Health, Queensland State Government	
Contact Person at Company:		
Tel Nos:		
Email Address:		
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document.		
Date:	13 February 2018	Company Stamp:
Signature:		
Name in Block Letters:		

The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Legal and Policy specialist	Name:	
c) Client company:	Western Cape Department of Transport and Public Works		
d) Relevant client's project/ s	George Integrated Public Transport Network (GIPTN) Provincial Sustainable Transport Programme (PSTP)		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Working as a core member of a team as well as leading workstreams and team in order to deliver institutional, contractual and legal advice, which included focus on institutional structuring, business and financial planning, and organisational design for projects		
i) Contract value	R45 million		
	Start date	Termination Date	
j) Contract term	15 July 2015	Ongoing	
k) Any major non-compliance / dispute issues? Provide details	No.		
l) Reason for termination	N/A - ongoing project.		
m) Other Comments:	Providing institutional and legal support for the implementation of a formal public transport system in George as well as developing an incremental institutional transport framework structure for various municipalities in the Western Cape. This has included institutional structuring, business and financial planning, and organisational design for I(R)PTN implementation within a South African context. The nature of this work has included considering the appropriate intergovernmental arrangements as well as certain other contractual arrangements with private entities. Considering the appropriate mechanism for the the joint exercise of functions between the provincial and municipal sphere as well as developing the recommended institutional model as well as other institutional structures to support the provision of integrated and coordinated public transport in the Western Cape.		
Declaration:			
I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date:	9 February 2018

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client	
1. Please provide the following information relevant to the services provided by the above specialist	
Name of Specialist being rated:	
Specialist's Contact Person:	
Tel Nos:	
Duration of Contract:	Approximately three years
Value of Contract:	R45 million (relevant workplan c of R8 million) these projects was in the region
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)	
Question	Rating:
a) Specialist's quality of workmanship?	8
b) Specialist's charge out rates?	8
c) Specialist's turnaround time to requests/problems?	10
d) Specialist's staff conduct and adherence to service protocols?	9
e) Overall satisfaction with Specialist's performance?	10
3. Any major non-compliance / dispute issues? Provide details	N/A
4. Reason for termination	ON - GOING
5. Other Comments:	
Company's Name:	Department of Transport and Public Works
Contact Person at Company:	
Tel Nos:	
Email Address:	
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document	
Date:	12/2015
Signature:	
Name in Block Letters:	



The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Business Parameter and Specifications Specialist	Name: ,	
c) Client company:	South African National Roads Agency SOC Limited (SANRAL)		
d) Relevant client's project/ s	Consulting Engineering Services for the Supervision of the Operations and Maintenance of the Toll Plazas on the N1 North Toll Road		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Acting as Employer's Representative on the contract. Responsible for putting together tender document and specifications for the Operations contract, including performance criteria. Responsible for managing the operations contract after award, specifically the operations portion of the contract. Works include contract management, inspections, payment and certifications.		
i) Contract value	R10 million (including VAT)		
	Start date	Termination Date	
j) Contract term	August 2011	June 2019	
k) Any major non-compliance / dispute issues? Provide details	None		
l) Reason for termination	Contract was not terminated. Still ongoing.....		
m) Other Comments:	None.....		
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/tenderer)		Date: 12/2/2018	

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client		
1. Please provide the following information relevant to the services provided by the above specialist		
Name of Specialist being rated: _____		
Specialist's Contact Person: _____		
Tel Nos: _____		
Duration of Contract:	8 years	
Value of Contract:	R10 million (including VAT)	
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)		
Question		Rating:
a) Specialist's quality of workmanship?		10
b) Specialist's charge out rates?		9
c) Specialist's turnaround time to requests/problems?		10
d) Specialist's staff conduct and adherence to service protocols?		10
e) Overall satisfaction with Specialist's performance?		10
3. Any major non-compliance / dispute issues? Provide details	None. Extremely efficient and helpful.	
4. Reason for termination	Contract not terminated. Still ongoing.....	
5. Other Comments:	None.....	
Company's Name:	South African National Roads Agency SOC Limited (SANRAL)	
Contact Person at Company: _____		
Tel Nos: _____		
Email Address: _____		
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document.		
Date:	12 February 2018	Company Stamp:
Signature:	_____	
Name in Block Letters:	_____	

The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....

TDA BUSINESS RESOURCE MANAGEMENT

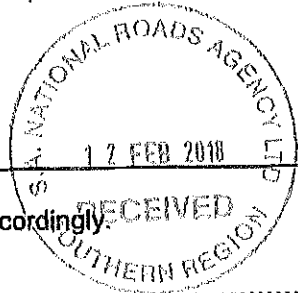
Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Business Parameter and Specifications Specialist	Name: .	
c) Client company:	South African National Roads Agency SOC Limited (SANRAL)		
d) Relevant client's project/ s	Consulting Engineering Services for the Operations and Maintenance of the N2 Tsitsikamma Toll Plaza		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Acting as Employer's Representative on the contract. Responsible for putting together tender document and specifications for the Operations contract, including performance criteria. Responsible for managing the operations contract after award, specifically the operations portion of the contract. Works include contract management, inspections, payment and certifications.		
i) Contract value	R7 million (including VAT)		
	Start date	Termination Date	
j) Contract term	May 2014	November 2019	
k) Any major non-compliance / dispute issues? Provide details	None		
l) Reason for termination	Contract was not terminated. Still ongoing.....		
m) Other Comments:	None.....		
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date: 12/2/2018	

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client		
1. Please provide the following information relevant to the services provided by the above specialist		
Name of Specialist being rated:		
Specialist's Contact Person:		
Tel Nos:		
Duration of Contract:	5.5 years	
Value of Contract:	R7 million (Including VAT)	
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)		
Question		Rating:
a) Specialist's quality of workmanship?		8
b) Specialist's charge out rates?		8
c) Specialist's turnaround time to requests/problems?		8
d) Specialist's staff conduct and adherence to service protocols?		8
e) Overall satisfaction with Specialist's performance?		9
3. Any major non-compliance / dispute issues? Provide details	None	
4. Reason for termination	Contract not terminated. Still ongoing.....	
5. Other Comments:	None.....	
Company's Name:	South African National Roads Agency SOC Limited (SANRAL)	
Contact Person at Company:		
Tel Nos:		
Email Address:		
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document.		
Date:	12 February 2018	Company Stamp:
Signature:		
Name in Block Letters:		

The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Business Parameter and Specifications Specialist	Name:	
c) Client company:	Mpumalanga Department of Public Works, Roads and Transport		
d) Relevant client's project/ s	Update of the Mpumalanga Freight Databank		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Developed a new freight transport databank for the province. The project entailed the collation and dissemination of data from primary and secondary data sources, including the conducting of surveys (counts and roadside interviews), and the analysis of data to determine main freight flow patterns, volumes and corridors. All data was then put in a databank with sophisticated dashboards to allow the user to query and filter data for detailed understanding of trends.		
i) Contract value	R3.2 million (including VAT)		
j) Contract term	Start date	Termination Date	
	November 2016	January 2018	
k) Any major non-compliance / dispute issues? Provide details	None		
l) Reason for termination	Contract was not terminated. Completed as per contract.....		
m) Other Comments:	None.....		
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist, tenderer)		Date: 12/2/2018	

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client

1. Please provide the following information relevant to the services provided by the above specialist

Name of Specialist being rated:	
Specialist's Contact Person:	
Tel Nos:	
Duration of Contract:	1.25years
Value of Contract:	R3.2 million (including VAT)

2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)

Question	Rating:
a) Specialist's quality of workmanship?	10
b) Specialist's charge out rates?	10
c) Specialist's turnaround time to requests/problems?	10
d) Specialist's staff conduct and adherence to service protocols?	10
e) Overall satisfaction with Specialist's performance?	10

3. Any major non-compliance / dispute issues? Provide details	
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4. Reason for termination	Contract not terminated. Still ongoing.....
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5. Other Comments:	None.....
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Company's Name:	Mpumalanga Department of Public Works, Roads and Transport
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Contact Person at Company:	
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Tel Nos:	
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Email Address:	
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Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document.	
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Date:	12 February 2018	Company Stamp:
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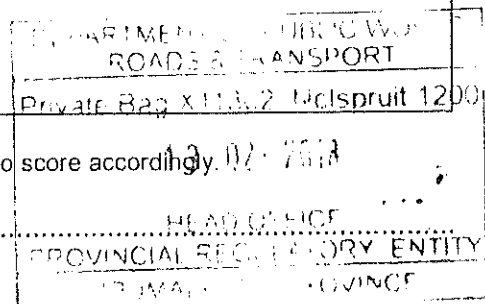
Signature:	
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Name in Block Letters:	
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The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....

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Contract C1

Part C1: Agreements and contract data

Tender No:198C/2017/18

Agreements and contract data

V4.3

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	BRT Business Strategist	Name:	
c) Client company:	Melbourne Metro Rail Authority (MMRA)		
d) Relevant client's project/ s	Metro Tunnel Project (previously Melbourne Metro rail Project)		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Technical advisor to MMRA providing planning and technical services for the concept through to reference design of a 9km new rail line under Melbourne's CBD. Steve is leading the surface transport workstream which undertook the detailed analysis of impact during construction and legacy on all road users, including trams and buses, and preparing road functional designs for the Reference Design.		
i) Contract value	>\$A100 million		
		Start date	Termination Date
j) Contract term	2014	On-going	
k) Any major non-compliance / dispute issues? Provide details	... No.....		
l) Reason for termination	... N/A.....		
m) Other Comments:	..... ..... .....		
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date:	

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client		
1. Please provide the following information relevant to the services provided by the above specialist		
Name of Specialist being rated:		
Specialist's Contact Person:		
Tel Nos:		
Duration of Contract:	3years (to date)	
Value of Contract:	>\$A100 million	
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)		
Question		Rating:
a) Specialist's quality of workmanship?		8
b) Specialist's charge out rates?		7
c) Specialist's turnaround time to requests/problems?		7
d) Specialist's staff conduct and adherence to service protocols?		9
e) Overall satisfaction with Specialist's performance?		8
3. Any major non-compliance / dispute issues? Provide details	No significant disputes/non compliances	
4. Reason for termination	still working as transport team lead within the technical advisor team for MMRA.	
5. Other Comments:	is done a great job bringing together varied transport modelling, design and planning professionals across 3 organisations in a joint venture environment to achieve key project outcomes in the development phase of the Metro Tunnel and other MMRA projects.	
Company's Name:	Melbourne Metro Rail Authority	
Contact Person at Company:		
Tel Nos:		
Email Address:		
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document.		
Date:	14/02/2018	Company Stamp:
Signature:		
Name in Block Letters:		

The City reserves the right to contact reference or other clients, and to score accordingly.

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

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Integrated Public Transport Planning Specialist	Name	
c) Client company:	Western Cape Department of Transport and Public Works		
d) Relevant client's project/ s	George Integrated Public Transport Network (GIPTN) Mossel Bay IPTN		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Lead from am on the GIPTN project across all technical workstreams, including infrastructure, fleet, operations, universal access, training, finance and systems planning. Lead on the development on the Mossel Bay IPTN		
i) Contract value	R45 million (current financial year's budget) for GIPTN		
	Start date	Termination Date	
j) Contract term	15 July 2015	Ongoing	
k) Any major non-compliance / dispute issues? Provide details	No		
l) Reason for termination	N/A		
m) Other Comments:	rovides the technical lead on the GIPTN project has been involved on the project since inception. The team, with its core members has been involved in all elements of the project which includes contract negotiations with the minibus taxi industry, fleet specification and procurement, systems planning development of the network, infrastructure advisory and development, assistance to project on operating licenses, affected persons and input into the financial and institutional models that have developed over the project period.		
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date:	14/02/2018

TDA BUSINESS RESOURCE MANAGEMENT

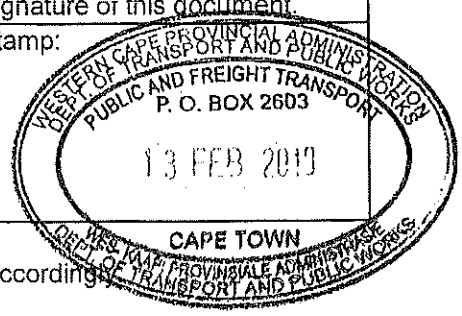
Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii){g} of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Legacy Road Based Public Transport Specialist	Name	
c) Client company:	Western Cape Department of Transport and Public Works		
d) Relevant client's project/ s	George Integrated Public Transport Network (GIPTN), Overberg District Municipality IPTN, Mossel Bay IPTN, Overberg District and its Local Municipality ITP		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Technical specialist on the team on the GIPTN project across technical workstreams, including operations, contract negotiations, systems planning infrastructure advisory, operating licenses. Technical specialist on other ITPs and IPTNs		
i) Contract value	R45 million (current financial year's budget) for GIPTN, other project values total approx. (R3million)		
		Start date	Termination Date
j) Contract term	15 July 2015 (GIPTN)	Ongoing	
k) Any major non-compliance / dispute issues? Provide details	No		
l) Reason for termination	N/A		
m) Other Comments:	I provides the technical lead on the GIPTN project has been involved on the project since inception. The team, with its core members has been involved in all elements of the project which includes contract negotiations with the minibuss taxi industry, fleet specification and procurement, systems planning development of the network, infrastructure advisory and development, assistance to project on operating licenses, affected persons and input into the financial and institutional models that have developed over the project period.		
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date:	

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client		
1. Please provide the following information relevant to the services provided by the above specialist		
Name of Specialist being rated:		
Specialist's Contact Person:		
Tel Nos:		
Duration of Contract:	12 years	
Value of Contract:	R45million (current financial year budget)	
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)		
Question	Rating:	
a) Specialist's quality of workmanship?	8	
b) Specialist's charge out rates?	8	
c) Specialist's turnaround time to requests/problems?	10	
d) Specialist's staff conduct and adherence to service protocols?	9	
e) Overall satisfaction with Specialist's performance?	10	
3. Any major non-compliance / dispute issues? Provide details	N/A	
4. Reason for termination	ON-GOING	
5. Other Comments:		
Company's Name:	Department of Transport and Public Works	
Contact Person at Company:		
Tel Nos:		
Email Address:		
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document.		
Date:	102/2018	Company Stamp:
Signature:		
Name in Block Letters:		

The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

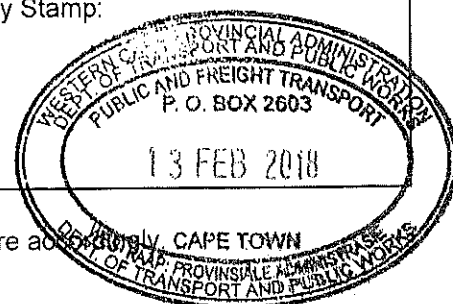
SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist Category	Integrated Public Transport Planning Specialist/Minibus taxi specialist/Public transport operations specialist	Name \	
c) Client company:	Western Cape Department of Transport and Public Works		
d) Relevant client's project/ s	George Integrated Public Transport Network (GIPTN), Cape Town International Airport PT System Design, Overberg District Municipality IPTN, Mossel Bay IPTN, Overberg District and its Local Municipality ITP		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Technical specialist on the am on the GIPTN project across technical workstreams, including fleet, operations, contract negotiations, industry engagements and systems planning. Technical specialist on other ITPs and IPTNs		
i) Contract value	R45 million (current financial year's budget) for GIPTN, other project values total approx. (R3million)		
	Start date	Termination Date	
j) Contract term	15 July 2015 (GIPTN)	Ongoing	
k) Any major non-compliance / dispute issues? Provide details	No		
l) Reason for termination	N/A		
m) Other Comments:	I provides the technical lead on the GIPTN project has been involved on the project since inception. The team, with its core members has been involved in all elements of the project which includes contract negotiations with the minibus taxi industry, fleet specification and procurement, systems planning development of the network, infrastructure advisory and development, assistance to project on operating licenses, affected persons and input into the financial and institutional models that have developed over the project period.		
Declaration:			
I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date:	

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client	
1. Please provide the following information relevant to the services provided by the above specialist	
Name of Specialist being rated:	
Specialist's Contact Person:	
Tel Nos:	
Duration of Contract:	12 years
Value of Contract:	R45million (current financial year budget)
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)	
Question	Rating:
a) Specialist's quality of workmanship?	8
b) Specialist's charge out rates?	8
c) Specialist's turnaround time to requests/problems?	10
d) Specialist's staff conduct and adherence to service protocols?	9
e) Overall satisfaction with Specialist's performance?	10
3. Any major non-compliance / dispute issues? Provide details	N/A
4. Reason for termination	ON-GOING
5. Other Comments:	
Company's Name:	Department of Transport and Public Works
Contact Person at Company:	
Tel Nos:	
Email Address:	
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document.	
Date:	12/02/2018
Signature:	
Name in Block Letters:	
Company Stamp:	



The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Human Settlements Institutional and Finance Specialist	Name: i	
c) Client company:	The Social Housing Regulatory Authority (SHRA)		
d) Relevant client's project/ s	Assessor of project technical feasibility (QSB) applications for the Social Housing Regulatory Authority (SHRA)		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Responsible for the assessment of the project technical feasibility tool (QSB) of applicants that submit social housing project applications for Consolidated Capital Grant (CCG) to the Social Housing Regulatory Authority (SHRA) and preparing and reviewing the project assessment reports and make recommendations to the SHRA on projects that meet the minimum investment criteria and presenting the findings to SHRA's technical evaluation committee.		
i) Contract value	3 year panel appointment – R29295 per project per assessment		
	Start date:	Termination Date	
j) Contract term	January 2017	January 2020	
k) Any major non-compliance / dispute issues? Provide details	The scope of work is being executed as to the specifications and wishes of the client.		
l) Reason for termination	Not Applicable - the project is ongoing.		
m) Other Comments:	as a good working relationship with the SHRA and will continue to provide the best service possible.		
Declaration:			
I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer) - Rudolf Schröder		ate:	07 February 2018

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client		
1. Please provide the following information relevant to the services provided by the above specialist		
Name of Specialist being rated:	Human Settlements Institutional and Finance Specialist	
Specialist's Contact Person:		
Tel Nos:		
Duration of Contract:	3 years	
Value of Contract:	3 year panel appointment – R29295 per project per assessment	
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)		
Question		Rating:
a) Specialist's quality of workmanship?		9
b) Specialist's charge out rates?		10
c) Specialist's turnaround time to requests/problems?		9
d) Specialist's staff conduct and adherence to service protocols?		10
e) Overall satisfaction with Specialist's performance?		10
3. Any major non-compliance / dispute issues? Provide details	None	
4. Reason for termination	Not Applicable	
5. Other Comments:		
Company's Name:	The Social Housing Regulatory Authority (SHRA)	
Contact Person at Company:		
Tel Nos:		
Email Address:		
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document.		
Date:	07 February 2018	Company Stamp: REGULATORY
Signature:		
Name in Block Letters:		

The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8.A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist Category	Human Settlements Institutional and Finance Specialist	Name: I	
c) Client company	City of Johannesburg Metropolitan Municipality		
d) Relevant client's project/s	Zandspruit Integrated Human Settlement Development		
e) Contact Person of Client			
f) Tel. No.			
g) e-mail			
h) Description of Service to Client	Responsible for overall coordination of the planning of the project to secure development rights, project packaging, feasibility assessments, business plans and funding applications.		
i) Contract value	R4,9 million		
j) Contract term	Start date:	Termination Date	
	September 2015	September 2018	
k) Any major non-compliance / dispute issues? Provide details	The scope of work is being executed as to the specifications and wishes of the client.		
l) Reason for termination	Not Applicable - the project is ongoing.		
m) Other Comments:	a good working relationship with the City of Joburg and will continue to provide the best service possible.		
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/tenderer) - Rudolf Schröder		Date:	07 February 2018

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client	
1. Please provide the following information relevant to the services provided by the above specialist	
Name of Specialist being rated:	Human Settlements Institutional and Finance Specialist
Specialist's Contact Person:	
Tel Nos:	
Duration of Contract:	3 years
Value of Contract:	R4, 9 million
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)	
Question	Rating:
a) Specialist's quality of workmanship?	10
b) Specialist's charge out rates?	9
c) Specialist's turnaround time to requests/problems?	10
d) Specialist's staff conduct and adherence to service protocols?	10
e) Overall satisfaction with Specialist's performance?	10
3. Any major non-compliance / dispute issues? Provide details	None
4. Reason for termination	Not Applicable
5. Other Comments:	
Company's Name:	City of Joburg Metropolitan Municipality
Contact Person at Company:	
Tel Nos:	
Email Address:	
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document.	
Date:	07 February 2018
Signature:	
Name in Block Letters:	
HOUSING DEPARTMENT 2018 -02- 13 SIGNATURE REGION C	

The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Town / Spatial Planning Specialist	Name:	
c) Client company:	Prism Architects		
d) Relevant client's project/ s	Rustenburg Rapid Transport depot planning and design		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Land Use Rights for Rustenburg Rapid Transport depot facilities		
i) Contract value	R350 000		
j) Contract term	Start date	Termination Date	
	2015	In process	
k) Any major non-compliance / dispute issues? Provide details			
l) Reason for termination			
m) Other Comments:	Project on hold due to areas affected by mining activities and client funding constraints		
Declaration:			
I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date:	12 February 2018

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client		
1. Please provide the following information relevant to the services provided by the above specialist		
Name of Specialist being rated:		
Specialist's Contact Person:		
Tel Nos:		
Duration of Contract:		
Value of Contract:		
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)		
Question	Rating:	
a) Specialist's quality of workmanship?	10	
b) Specialist's charge out rates?	9	
c) Specialist's turnaround time to requests/problems?	9	
d) Specialist's staff conduct and adherence to service protocols?	8	
e) Overall satisfaction with Specialist's performance?	10	
3. Any major non-compliance / dispute issues? Provide details	None	
4. Reason for termination	In progress not terminated	
5. Other Comments:	Very professional team and preparation	
Company's Name:		
Contact Person at Company:		
Tel Nos:		
Email Address:		
Declaration by Company giving reference. We hereby declare that the information in Part B is accurate as at the date of signature of this document.		
Date:	2018-11-18	Company Stamp:
Signature:		
Name in Block Letters:		

The City reserves the right to contact reference or other clients, and to

SIGNED ON BEHALF OF TENDERER:.....

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Town / Spatial Planning Specialist	Name: 1	
c) Client company:	National Treasury: Neighbourhood Development Programme/Urban Network Strategy Unit, Pretoria		
d) Relevant client's project/ s	Seshego Circle Mall Urban Node Precinct Plan Neighbourhood Development Partnership Grant for Polokwane Municipality		
e) Contact Person of Client	National Treasury (Client is not employed by National Treasury anymore)		
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Development of Precinct Plan for urban hub connected by the Polokwane IRPTN Trunk Route(corridor) according to Transit Orientated Development(TOD) principles, in order to achieve the Urban Network Strategy objectives		
i) Contract value	R1,87 million		
j) Contract term	Start date	Termination Date	
	Aug 2014	Sept 2015	
k) Any major non-compliance / dispute issues? Provide details			
l) Reason for termination	Project completion.....		
m) Other Comments:			
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date:	12 February 2018



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

Attention: To Whom It May Concern

Reference Letter: POLOKWANE MUNICIPALITY NEIGHBOURHOOD DEVELOPMENT PARTNERSHIP GRANT(NDPG) PROJECTS – PRECINCT PLANNING OF SESHEGO CIRCLE MALL URBAN HUB AND DESIGN AND IMPLEMENTATION MANAGEMENT OF ROADS AND NON-MOTORISED TRANSPORT INFRASTRUCTURE

We hereby confirm that [redacted] appointed to provide planning, civil and structural engineering services relevant to the projects indicated in Table 1. As client we rate the services received from Aurecon as follows:

	Below average
	Average
	Above average
X	provided a service of a high standard and as client we will again appoint them without hesitation.

Table 1:

PROJECT NAME	VALUE	Contact Person
Precinct Planning and Project Pipelining.	R1 871 025 (VAT incl.)	
Design and Implementation Management of Roads and Non-Motorised Transport Infrastructure in Seshego Township, Polokwane. The project is comprised of six project approvals ranging from R2,9 to R30m.	R 83 810 897.00 (VAT incl.) (Design, Construction and Construction Management Approval Value)	

Please contact myself, [redacted] alternatively on email: [redacted]
Should additional information be required.

Kind regards,

Projects Manager
Neighbourhood Development Programme

See Recommendation letter from National Treasury

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client		
1. Please provide the following information relevant to the services provided by the above specialist		
Name of Specialist being rated:		
Specialist's Contact Person:		
Tel Nos:		
Duration of Contract:		
Value of Contract:		
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)		
Question		Rating:
a) Specialist's quality of workmanship?		
b) Specialist's charge out rates?		
c) Specialist's turnaround time to requests/problems?		
d) Specialist's staff conduct and adherence to service protocols?		
e) Overall satisfaction with Specialist's performance?		
3. Any major non-compliance / dispute issues? Provide details		
4. Reason for termination		
5. Other Comments:		
Company's Name:		
Contact Person at Company:		
Tel Nos:		
Email Address:		
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document.		
Date:		Company Stamp:
Signature:		
Name in Block Letters:		

The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Town and Regional Planning	Name:	
c) Client company:	National Department of Human Settlements		
d) Relevant client's project/ s	National Upgrading and Support Programme (NUSP)		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Informal Settlement Upgrading Strategy for Msunduzi Local Municipality		
i) Contract value	R 1 700 000		
	Start date	Termination Date	
j) Contract term	January 2016 to January 2017	N/A	
k) Any major non-compliance / dispute issues? Provide details	NO.....		
l) Reason for termination	N/A.....		
m) Other Comments:	See attached letter of good standing from Client.....		
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date: 13/02/2018	



human settlements

Department:
Human Settlements
REPUBLIC OF SOUTH AFRICA

27 September 2017

The Chief Executive Officer

Dear Sir / Madam

WORKING WITH

I am writing to attest to the prior, current and ongoing nature of the relationship between [redacted] and the National Department of Human Settlements (which I am aware of). [redacted] I completed a National Upgrading Support Programme (NUSP) Project: Participatory Based Planning Support for Informal Settlement Upgrading in Msunduzi Local Municipality (Msunduzi 2b) (2016-2017). [redacted] staff have always acted with integrity and honesty and have demonstrated commitment to maintaining an ethical approach to conducting business. [redacted] values and delivery-focused approach aligns with that of the NUSP Unit, National Department of Human Settlement, and I would personally recommend [redacted] similar work in the future.

Yours sincerely

Director: Informal Settlements Upgrading

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client		
1. Please provide the following information relevant to the services provided by the above specialist		
Name of Specialist being rated:		
Specialist's Contact Person:		
Tel Nos:		
Duration of Contract:		
Value of Contract:		
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)		
Question		Rating:
a) Specialist's quality of workmanship?		
b) Specialist's charge out rates?		
c) Specialist's turnaround time to requests/problems?		
d) Specialist's staff conduct and adherence to service protocols?		
e) Overall satisfaction with Specialist's performance?		
3. Any major non-compliance / dispute issues? Provide details		
4. Reason for termination		
5. Other Comments:		
Company's Name:		
Contact Person at Company:		
Tel Nos:		
Email Address:		
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document.		
Date:		Company Stamp:
Signature:		
Name in Block Letters:		

The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....

TDA BUSINESS RESOURCE MANAGEMENT

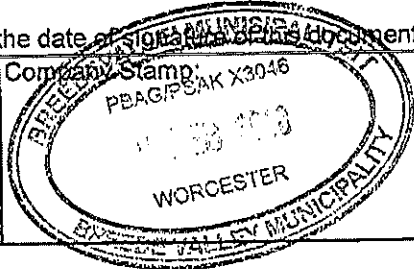
Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Town and Regional Planning	Name:	
c) Client company:	Breede Valley Municipality		
d) Relevant client's project/ s	Compilation of an urban vision document for the Uitvlucht land earmarked for industrial development.		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Compilation of an Urban Vision Framework which will contextualise future development, create a vision and present a site-specific development option for the Uitvlucht industrial land in Worcester. This is aimed at facilitating economic growth, job creation and increased vertical integration of current value chains in the local and regional economy.		
i) Contract value	R744,900		
	Start date	Termination Date	
j) Contract term	October 2017	April 2018	
k) Any major non-compliance / dispute issues? Provide details	None.....		
l) Reason for termination	None.....		
m) Other Comments:	<i>is a very professional consulting firm who delivers work as per tender specification, on time and the quality of work is of high standards.</i>		
Declaration:			
I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date:	09.02.2018

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client	
1. Please provide the following information relevant to the services provided by the above specialist	
Name of Specialist being rated:	
Specialist's Contact Person:	
Tel Nos:	
Duration of Contract:	Ongoing
Value of Contract:	R744,900
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)	
Question	Rating:
a) Specialist's quality of workmanship?	10
b) Specialist's charge out rates?	9
c) Specialist's turnaround time to requests/problems?	10
d) Specialist's staff conduct and adherence to service protocols?	10
e) Overall satisfaction with Specialist's performance?	10
3. Any major non-compliance / dispute issues? Provide details	No
4. Reason for termination	
5. Other Comments:	
Company's Name:	Breede Vallei Municipality
Contact Person at Company:	
Tel Nos:	
Email Address:	
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signing of this document.	
Date:	09/02/2018
Signature:	
Name in Block Letters:	
	

The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Town and Regional Planning	Name:	
c) Client company:	Mossel Bay Municipality		
d) Relevant client's project/ s	Mossel Bay UISP		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	as appointed to undertake the compilation of upgrading plans and statutory approvals for 17 informal settlements under the Mossel Bay Upgrading of Informal Settlements Programme.		
i) Contract value	R4,317,225		
	Start date	Termination Date	
j) Contract term	January 2017	December 2018	
k) Any major non-compliance / dispute issues? Provide details	None.....		
l) Reason for termination	None.....		
m) Other Comments:			
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date:	09.02.2018

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client	
1. Please provide the following information relevant to the services provided by the above specialist	
Name of Specialist being rated:	
Specialist's Contact Person:	
Tel Nos:	
Duration of Contract:	Ongoing
Value of Contract:	R4,317,225
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)	
Question	Rating:
a) Specialist's quality of workmanship?	10
b) Specialist's charge out rates?	10
c) Specialist's turnaround time to requests/problems?	10
d) Specialist's staff conduct and adherence to service protocols?	10
e) Overall satisfaction with Specialist's performance?	10
3. Any major non-compliance / dispute issues? Provide details	None
4. Reason for termination	NA
5. Other Comments:	
Company's Name:	Mossel Bay Municipality
Contact Person at Company:	
Tel Nos:	
Email Address:	
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document.	
Date:	9/2/2018
Signature:	
Name in Block Letters:	
MUNICIPALITY MOSEL BAY MUNISIPALITEIT MOSELBAAI 09-02-2018 Private / Private	

The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer		
a) Name of Tenderer submitting this as part of its tender:		
b) Specialist: Category	Public Transport Operations Specialist	Name: .
c) Client company:	City of Cape Town (Subcon t.	
d) Relevant client's project / s	Provision of Professional Services: Public Transport Operations, TCT	
e) Contact Person of Client	I	
f) Tel. No		
g) e-mail		
h) Description of Service to Client	Provision of support to City of Cape Town officials managing the MyCiTi BRT system including vehicle fleet procurement and maintenance, electronic tracking, law enforcement, operational KPIs, timetable development, invoice verification, contractual advice, system analysis, operational signage and management of operators.	
i) Contract value	Approximately R 19 million	
	Start Date	Termination Date
j) Contract term	September 2016	Current
k) Any major non-compliance / dispute issues? Provide details	None	
l) Reason for termination	Current contract ends on 30 September 2019	
m) Other Comments:	None	
Declaration:		
I hereby declare that the information in Part A is accurate as at the date of signature of this document.		
Signature (specialist / tenderer)	Date: 31 Jan 2018	

Contract C1

Part C1: Agreements and contract data

Tender No. 198C/2017/18

Part B: Reference Questionnaire – Specialist's Expertise and Experience – To be completed by Specialist's client		
1. Please provide the following information relevant to the services provided by the above specialist		
Name of Specialist being rated:		
Specialist's Contact Person:		
Tel Nos:		
Duration of Contract	3 years	
Value of Contract:	Approximately R 19 million	
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)		
Question:	Rating:	
a) Specialist's quality of workmanship?	10	
b) Specialist's charge out rates?	9	
c) Specialist's turnaround time to requests/problems?	9	
d) Specialist's staff conduct and adherence to service protocols?	10	
e) Overall satisfaction with Specialist's performance?	9	
3. Any major non-compliance / dispute issues? Provide details	... None	
4. Reason for termination	Contract ends on 30 June 2018	
5. Other comments:	... None	
Company Name:	City of Cape Town	
Contact Person at Company:		
Tel Nos.:		
Email Address:		
Declaration by Company giving reference:		
We hereby declare that the information in Part B is accurate as at the date of signature of this document.		
Date:	2 February 2018	Company Stamp:
Signature:		
Name in Block Letters:		

The City reserves the right to contact references or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Public Transport Operations Specialist	Name:	
c) Client company:	City of Cape Town		
d) Relevant client's project / s	Provision of Professional Services: Business Development, TCT		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Provision of Specialist Public Transport Technical Advisory Services, specifically assisting with: 1. Bus Depot - Analysis of the fleet requirements for Phase 2A and allocation to proposed bus depots. 2. Trunk/feeder vs direct service analysis - Comparison of the costs of operating a trunk / feeder service versus a direct service model 3. Review of Phase 2A operational cost models 4. High level investigation into alternative bus technologies to inform Phase 2A planning - Fuel and electric busses: High level evaluation of fleet types in CT 5. Development of the Phase 2A Roll-out Programme 6. High level comparative study between MyCiTi, Transport for London & other bus depot typologies		
i) Contract value	Approximately R 47 million to end June 2018		
	Start Date	Termination Date	
j) Contract term	February 2016	Current	
k) Any major non-compliance / dispute issues? Provide details	None		
l) Reason for termination	Current contract ends on 30 June 2018		
m) Other Comments:	None		
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist / tenderer)		Date: 02 February 2018	

Contract C1

Part C1: Agreements and contract data

Tender No. 198C/2017/18

Part B: Reference Questionnaire – Specialist's Expertise and Experience – To be completed by Specialist's client

1. Please provide the following information relevant to the services provided by the above specialist

Name of Specialist being rated:	
Specialist's Contact Person:	
Tel Nos:	
Duration of Contract	Various work items as part of a greater 3 year contract
Value of Contract:	Unknown.

2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)

Question:	Rating:
a) Specialist's quality of workmanship?	7
b) Specialist's charge out rates?	6
c) Specialist's turnaround time to requests/problems?	9
d) Specialist's staff conduct and adherence to service protocols?	8
e) Overall satisfaction with Specialist's performance?	7

3. Any major non-compliance / dispute issues? Provide details

No

4. Reason for termination

Work packages work completed within greater contract. Contract duration to end on 30 June 2018

5. Other comments:

Mr. Bulman undertook various pieces of work regarding public transport planning / operational planning for Systems Planning and Modelling.

Company Name:

City of Cape Town

Contact Person at Company:

Tel Nos.:

Email Address:

Declaration by Company giving reference:

We hereby declare that the information in Part B is accurate as at the date of signature of this document

Date:

05.02.2018

Signature:

Name in Block Letters:

CITY OF CAPE TOWN

Company Stamp:

06 FEB 2018

TRANSPORT FOR CAPE TOWN

The City reserves the right to contact references or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:

Contract C1

Part C1: Agreements and contract data

Tender No. 198C/2017/18

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

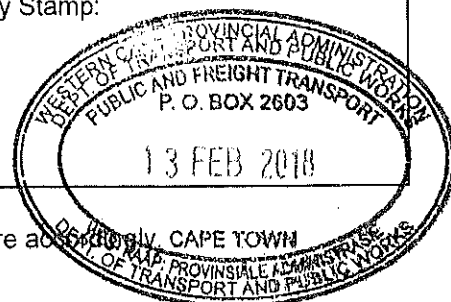
PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Integrated Public Transport Planning Specialist/Minibus taxi specialist/Public transport operations specialist	Name	
c) Client company:	Western Cape Department of Transport and Public Works		
d) Relevant client's project/ s	George Integrated Public Transport Network (GIPTN), Cape Town International Airport PT System Design, Overberg District Municipality IPTN, Mossel Bay IPTN, Overberg District and its Local Municipality ITP		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Technical specialist on the team on the GIPTN project across technical workstreams, including fleet, operations, contract negotiations, industry engagements and systems planning. Technical specialist on other ITPs and IPTNs		
i) Contract value	R45 million (current financial year's budget) for GIPTN, other project values total approx. (R3million)		
	Start date	Termination Date	
j) Contract term	15 July 2015 (GIPTN)	Ongoing	
k) Any major non-compliance / dispute issues? Provide details	No		
l) Reason for termination	N/A		
m) Other Comments:	The technical lead on the GIPTN project has been involved on the project since inception. The team, with its core members has been involved in all elements of the project which includes contract negotiations with the minibus taxi industry, fleet specification and procurement, systems planning development of the network, infrastructure advisory and development, assistance to project on operating licenses, affected persons and input into the financial and institutional models that have developed over the project period.		
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date:	

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client	
1. Please provide the following information relevant to the services provided by the above specialist	
Name of Specialist being rated:	
Specialist's Contact Person:	
Tel Nos:	
Duration of Contract:	years
Value of Contract:	R45million (current financial year budget)
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)	
Question	Rating:
a) Specialist's quality of workmanship?	8
b) Specialist's charge out rates?	8
c) Specialist's turnaround time to requests/problems?	10
d) Specialist's staff conduct and adherence to service protocols?	9
e) Overall satisfaction with Specialist's performance?	10
3. Any major non-compliance / dispute issues? Provide details	N/A
4. Reason for termination	ON-GOING
5. Other Comments:	
Company's Name:	Department of Transport and Public Works
Contact Person at Company:	
Tel Nos:	
Email Address:	
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document.	
Date:	17/02/2018
Signature:	
Name in Block Letters:	
Company Stamp:	



The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Urban Infrastructure Cost Modelling Specialist	Name:	
c) Client company:	City of Johannesburg: Environment and Infrastructure Service Delivery		
d) Relevant client's project/ s	Consolidated Infrastructure Plan phase 1, 2 and 3		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Development of a socio-economic growth model, master planning for all infrastructure sectors, financial modeling based on sector project costing and available budget, assistance to the client for budget and strategic meetings.		
i) Contract value	R 34m		
		Start date	Termination Date
j) Contract term	April 2014	Sept 2017	
k) Any major non-compliance / dispute issues? Provide details	No.....		
l) Reason for termination	N/A.....		
m) Other Comments:	We received client satisfaction surveys form the client with above average scores.....		
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date:	

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client		
1. Please provide the following information relevant to the services provided by the above specialist		
Name of Specialist being rated:		
Specialist's Contact Person:		
Tel Nos:		
Duration of Contract:	April 2014	
Value of Contract:	R34m	
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)		
Question		Rating:
a) Specialist's quality of workmanship?		8 Very good
b) Specialist's charge out rates?		7 Good value for money
c) Specialist's turnaround time to requests/problems?		9 Very very good
d) Specialist's staff conduct and adherence to service protocols?		10 Excellent
e) Overall satisfaction with Specialist's performance?		9 Very very good
3. Any major non-compliance / dispute issues? Provide details	Dependencies within the City's complex institutional environment sometimes delay deliverables.	
4. Reason for termination	End of contract.	
5. Other Comments:	 provides quality professional services and are always willing and able to go the extra mile for the sake of good quality work. Capacity support is very good and is always responsive.	
Company's Name:	City of Johannesburg (Environment and Infrastructure Services Department)	
Contact Person at Company:		
Tel Nos:		
Email Address:		
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document.		
Date:	27 December 2017	Company Stamp:
Signature:		
Name in Block Letters:		

The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....

TDA BUSINESS RESOURCE MANAGEMENT

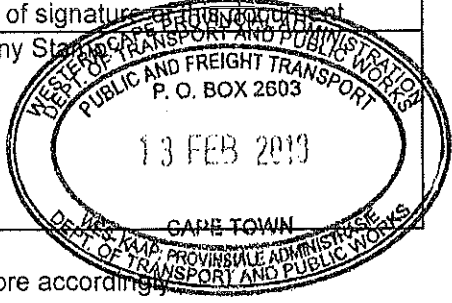
Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Legal and Policy specialist	Name: _____	
c) Client company:	Western Cape Department of Transport and Public Works		
d) Relevant client's project/ s	George Integrated Public Transport Network (GIPTN) Provincial Sustainable Transport Programme (PSTP)		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Working as a core member of a team as well as leading workstreams and team in order to deliver institutional, contractual and legal advice, which included focus on institutional structuring, business and financial planning, and organisational design for projects		
i) Contract value	R45 million		
	Start date	Termination Date	
j) Contract term	15 July 2015	Ongoing	
k) Any major non-compliance / dispute issues? Provide details	No.		
l) Reason for termination	N/A - ongoing project.		
m) Other Comments:	Providing institutional and legal support for the implementation of a formal public transport system in George as well as developing an incremental institutional transport framework structure for various municipalities in the Western Cape. This has included institutional structuring, business and financial planning, and organisational design for I(R)PTN implementation within a South African context. The nature of this work has included considering the appropriate intergovernmental arrangements as well as certain other contractual arrangements with private entities. Considering the appropriate mechanism for the the joint exercise of functions between the provincial and municipal sphere as well as developing the recommended institutional model as well as other institutional structures to support the provision of integrated and coordinated public transport in the Western Cape.		
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date:	9 February 2018

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client		
1. Please provide the following information relevant to the services provided by the above specialist		
Name of Specialist being rated:		
Specialist's Contact Person:		
Tel Nos:		
Duration of Contract:	Approximately three years	
Value of Contract:	R45 million (relevant workplan of Mr Gasnolar on these projects was in the region of R8 million)	
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)		
Question	Rating:	
a) Specialist's quality of workmanship?	8	
b) Specialist's charge out rates?	8	
c) Specialist's turnaround time to requests/problems?	10	
d) Specialist's staff conduct and adherence to service protocols?	9	
e) Overall satisfaction with Specialist's performance?	10	
3. Any major non-compliance / dispute issues? Provide details	N/A	
4. Reason for termination	ON-Going	
5. Other Comments:		
Company's Name:	Department of Transport and Public Works	
Contact Person at Company:		
Tel Nos:		
Email Address:		
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of the company representative		
Date:	12/2015	Company Stamp
Signature:		
Name in Block Letters:		

The City reserves the right to contact reference or other clients, and to score accordingly

SIGNED ON BEHALF OF TENDERER:.....

TDA BUSINESS RESOURCE MANAGEMENT

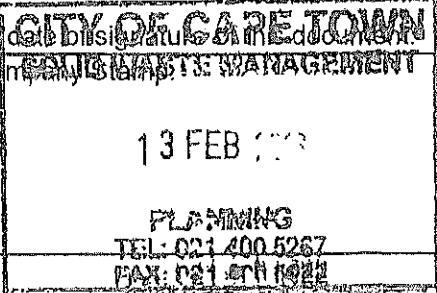
Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Legal	Name:	
c) Client company:	City Of Cape Town		
d) Relevant client's project/ s	Review and Update of Integrated Waste Management By-law		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Review and Update of Integrated Waste Management By-law, including addressing comments received during public participation		
i) Contract value	350 000		
	Start date	Termination Date	
j) Contract term	July 2014	July 2015	
k) Any major non-compliance / dispute issues? Provide details	... NONE ...		
l) Reason for termination	... CONTRACT CAME TO THE END WHEN THE PROJECT WAS FINALISED		
m) Other Comments:			
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist/ tenderer)		Date: 13/02/18	

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client		
1. Please provide the following information relevant to the services provided by the above specialist		
Name of Specialist being rated:		
Specialist's Contact Person:		
Tel Nos:		
Duration of Contract:	12 months	
Value of Contract:	R350 00	
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)		
Question		Rating:
a) Specialist's quality of workmanship?		8
b) Specialist's charge out rates?		8
c) Specialist's turnaround time to requests/problems?		8
d) Specialist's staff conduct and adherence to service protocols?		8
e) Overall satisfaction with Specialist's performance?		8
3. Any major non-compliance / dispute issues? Provide details	Nil	
4. Reason for termination	End of Contract	
5. Other Comments:	Project professionally executed within budget and timelines	
Company's Name:	City of Cape Town	
Contact Person at Company:		
Tel Nos:		
Email Address:		
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document		
Date:	13 February 2018	Company Stamp:
Signature:		 CITY OF CAPE TOWN PLANNING AND CONSTRUCTION MANAGEMENT 13 FEB 2018 PLANNING TEL: 021 400 5267 FAX: 021 401 1922
Name in Block Letters:		

The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....



cooperative governance

Department:
Cooperative Governance
REPUBLIC OF SOUTH AFRICA

Reference:

TO WHOM IT MAY CONCERN

I, [redacted] Senior Manager hereby confirm that I have known and had a pleasure of working with [redacted] through a contract with [redacted] South African to Review Municipal Planning and Performance Management Regulations, 2001.

[redacted] as a Project Leader, displayed excellent knowledge of Local Government Legislative Framework. She was able to explain complex policy proposals for the project and I have no doubt that she will be an asset in the area of Legislative Drafting wherever she is afforded an opportunity to display her profession.

08/07/2015

Senior Manager: Sustainable Development
Department of Cooperative Governance

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY
SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Asset / Facility Management Specialist	Name:	
c) Client company:			
d) Relevant client's project/ s	Support for the procurement of a facility management system and undertaking an asset management maturity assessment		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Served as independent third party on the selection panel for the procurement of a new facility maintenance management system. Undertook a comprehensive assessment of the status quo of the asset / facility management function at the client organisation.		
i) Contract value	R250,000		
	Start date	Termination Date	
j) Contract term	September 2017	Ongoing	
k) Any major non- compliance / dispute issues? Provide details	None		
l) Reason for termination	Project ongoing		
m) Other Comments:	None		
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist tenderer)		Date:	
		6/2/18	

Contract C1
Part C1: Agreement and contract data Tender No.198C/2017/18

Agreements and contract data

V4.3

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client	
1. Please provide the following information relevant to the services provided by the above specialist	
Name of Specialist being rated: _____	
Specialist's Contact Person: _____	
Tel Nos: _____	
Duration of Contract:	Ongoing
Value of Contract:	R250,000
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)	
Question	Rating:
a) Specialist's quality of workmanship?	10
b) Specialist's charge out rates?	10
c) Specialist's turnaround time to requests/problems?	10
d) Specialist's staff conduct and adherence to service protocols?	10
e) Overall satisfaction with Specialist's performance?	10
3. Any major non-compliance / dispute issues? Provide details	None
4. Reason for termination	N/A
5. Other Comments:	
Company's Name:	
Contact Person at Company:	
Tel Nos:	
Email Address:	
Declaration by Company giving reference. We hereby declare that the information in Part B is accurate as at the date of signature of this document.	
Date:	06/02/2018
Signature:	
Name in Block Letters:	
Company S:	

The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Asset / Facility Management Specialist	Name: I	
c) Client company:	Drakenstein Municipality		
d) Relevant client's project/ s	Asset Management System Investigation		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Undertook a comprehensive investigation on the status quo of asset / facility management information systems at Drakenstein Municipality		
i) Contract value	R289,000		
	Start date	Termination Date	
j) Contract term	August 2017	January 2018	
k) Any major non- compliance / dispute issues? Provide details	None		
l) Reason for termination	Project deliverables complete.		
m) Other Comments:			
Declaration:			
I hereby declare that the information I provide is accurate as at the date of signature of this document.			
Signature (spec tenderer)		Date:	
		6/2/18	

Part B: Reference Questionnaire Specialist's Expertise and Experience To be complete by Specialist's client	
1. Please provide the following information relevant to the services provided by the above specialist	
Name of Specialist being rated:	
Specialist's Contact Person:	
Tel Nos:	
Duration of Contract:	6 Months
Value of Contract:	R289,000
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)	
Question	Rating:
a) Specialist's quality of workmanship?	8
b) Specialist's charge out rates?	8
c) Specialist's turnaround time to requests/problems?	10
d) Specialist's staff conduct and adherence to service protocols?	8
e) Overall satisfaction with Specialist's performance?	9
3. Any major non-compliance / dispute issues? Provide details	None
4. Reason for termination	Project completed
5. Other Comments:	
Company's Name:	Drakenstein Municipality
Contact Person at Company:	
Tel Nos:	
Email Address:	
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document	
Date:	6/2/2018
Signature:	
Name in Block Letters:	
DRAKENSTEIN MUNICIPALITY Company Stamp: 03 FEB 2018	

The City reserves the right to contact reference or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:.....

Contract C1

Part C1: Agreements and contract data Tender No:198C/2017/18

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Property Economist and Market Specialist	Name:	
c) Client company:	S		
d) Relevant client's project / s	Optimal Tenant Mix & Commercialisation at Flagship Station Centres Economic and Socio-Economic Market Research (various across South Africa, including Cape Town).		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Optimal Tenant Mix & Commercialisation at Flagship Station Centres Economic and Socio-Economic Market Research (various across South Africa, including Cape Town Station, Phillippi, Wynberg Retreat, Bellville, Khayelitsha, Woodstock, Salt River, Stock Rd, Lentegeur, Retreat, Kalk Bay, etc.)		
i) Contract value	R1 100 000+ in total		
	Start Date	Termination Date	
j) Contract term	2012	Current	
k) Any major non-compliance / dispute issues? Provide details	None		
l) Reason for termination	Successful completion of professional services that was required in each instance.		
m) Other Comments:			
Declaration:			
I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist / tenderer)	Date: 02/02/2018		

Contract C1

Part C1: Agreements and contract data

Tender No. 198C/2017/18

Part B: Reference Questionnaire – Specialist's Expertise and Experience – To be completed by Specialist's client	
1. Please provide the following information relevant to the services provided by the above specialist	
Name of Specialist being rated:	
Specialist's Contact Person:	
Tel Nos:	
Duration of Contract	2012 – current (various studies as and when required)
Value of Contract:	R1 100 000+ in total
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)	
Question:	Rating:
a) Specialist's quality of workmanship?	8
b) Specialist's charge out rates?	-
c) Specialist's turnaround time to requests/problems?	8
d) Specialist's staff conduct and adherence to service protocols?	8
e) Overall satisfaction with Specialist's performance?	8
3. Any major non-compliance / dispute issues? Provide details	..... ..... ..... ..... .....
4. Reason for termination	Contract ended
5. Other comments:	..... ..... ..... .....
Company Name:	
Contact Person at Company:	
Tel Nos.:	
Email Address:	
Declaration by Company giving reference: We hereby declare that the information in Part B is accurate as at the date of signature of this document.	
Date:	Company Stamp:
Signature:	
Name in Block Letters:	

The City reserves the right to contact references or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:

Contract C1
Part C1: Agreements and contract data
Tender No. 198C/2017/18

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

SCHEDULE 12: TRACK RECORD

The Tenderer is referred to clause F.2.1.1.8 A(ii)(g) of the Tender Data and must submit this form (or a form covering the same type of information) per Specialist for preferably two relevant projects within the last seven years or which were underway at the time of tender publication, regarding which references are nominated in Part A. Where the Tenderer submits fewer than two references, the Tender must provide a justifiable explanation for doing so, or may be scored down.

Each reference listed must complete Part B, the Reference Questionnaire, for inclusion in the tender document. Completed questionnaires need not be original copies, but may include faxed, scanned or emailed documents, but must be provided subsequently on request of the Employer, if necessary.

Part A: To be completed by Specialist / Tenderer			
a) Name of Tenderer submitting this as part of its tender:			
b) Specialist: Category	Property Economist and Market Specialist	Name:	
c) Client company:			
d) Relevant client's project / s	Reconstruction and Upgrading of Wingfield Interchange – Economic & Socio-Economic Assessment		
e) Contact Person of Client			
f) Tel. No			
g) e-mail			
h) Description of Service to Client	Economic & Socio-Economic Assessment pertaining to the reconstruction and upgrading of the Wingfield Interchange in Cape Town.		
i) Contract value	R71,934.00		
	Start Date	Termination Date	
j) Contract term	December 2017	December 2017	
k) Any major non-compliance / dispute issues? Provide details	N/A		
l) Reason for termination	Successful completion of professional services that was required.		
m) Other Comments:	 		
Declaration: I hereby declare that the information in Part A is accurate as at the date of signature of this document.			
Signature (specialist / tenderer)		Date: 30/01/18	

Contract C1

Part C1: Agreements and contract data

Tender No. 198C/2017/18

Part B: Reference Questionnaire – Specialist's Expertise and Experience – To be completed by Specialist's client	
1. Please provide the following information relevant to the services provided by the above specialist	
Name of Specialist being rated: _____	
Specialist's Contact Person:	_____
Tel Nos:	_____
Duration of Contract	December 2017
Value of Contract:	R71,934.00
2. Please provide a score out of 10 for each of the following questions (1 is poor and 10 is excellent)	
Question:	Rating:
a) Specialist's quality of workmanship?	7
b) Specialist's charge out rates?	7
c) Specialist's turnaround time to requests/problems?	9
d) Specialist's staff conduct and adherence to service protocols?	8
e) Overall satisfaction with Specialist's performance?	8
3. Any major non-compliance / dispute issues? Provide details	N/A
4. Reason for termination	SUCCESSFUL SUBMISSION OF DELIVERABLE AND COMPLETION OF SCOPE.
5. Other comments:	N/A
Company Name:	_____
Contact Person at Company:	_____
Tel Nos.:	_____
Email Address:	_____
Declaration by Company giving reference:	
We hereby declare that the information in Part B is accurate as of the date of signature of this document.	
Date:	2018/04/30
Signature:	_____
Name in Block Letters:	_____
Company Stamp: _____	

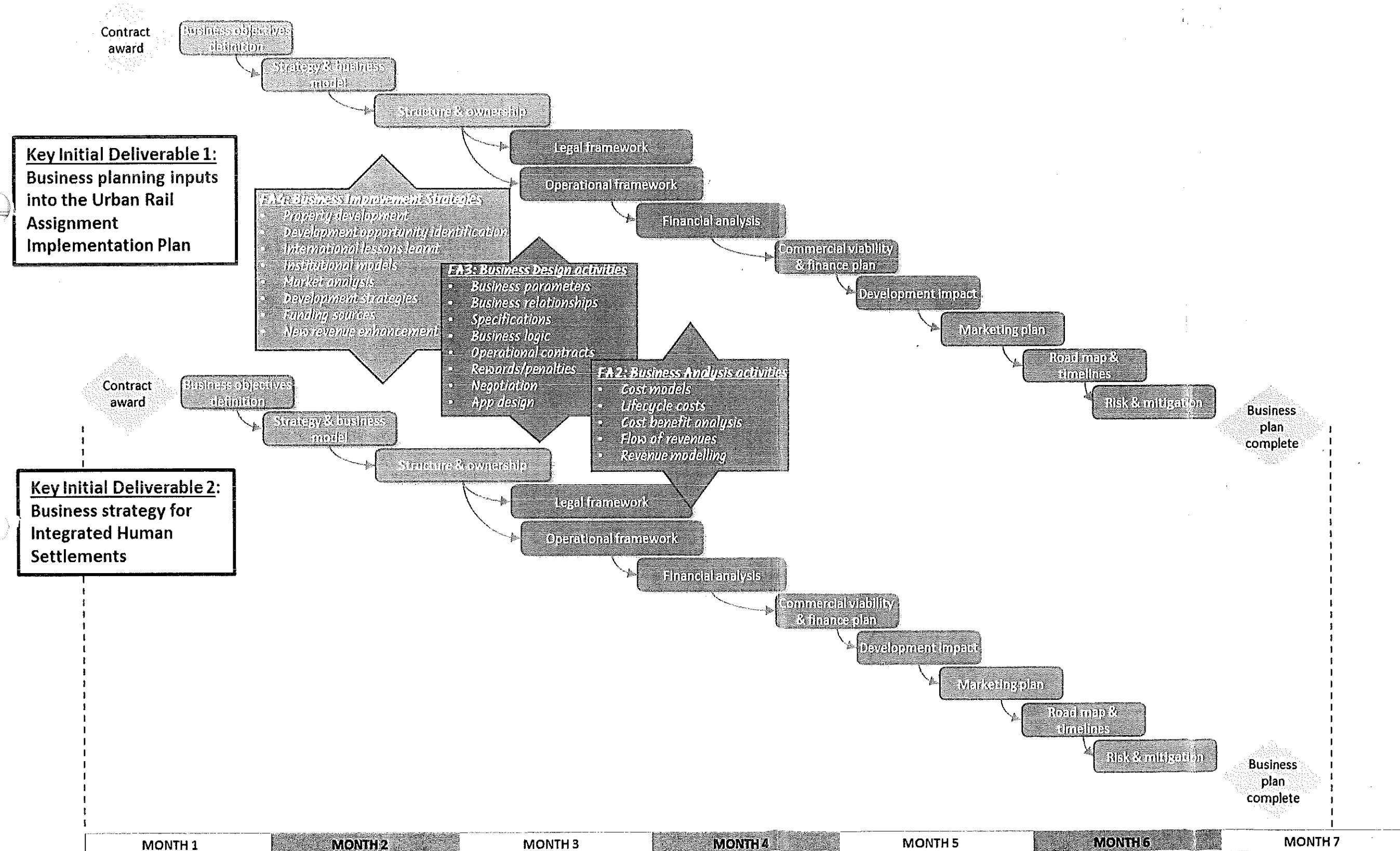
The City reserves the right to contact references or other clients, and to score accordingly.

SIGNED ON BEHALF OF TENDERER:

Contract C1
Part C1: Agreements and contract data
Tender No. 198C/2017/18

5 High level Work Plan for Key Deliverables

A work plan below demonstrates the linkages between the Functional Areas activities and deliverables. Functional Areas 2 to 4 are in support of the Business Planning function, which is expected to take in the order of 6 months complete in the best case depending on the level of detail required when fully scoped.



The involvement of the Key personnel and Specialists in the tasks above is shown in the table below. At this point, the involvement in the tasks is indicated as being high, medium or low. Given the need for integration and alignment across Business Plans and the Functional Areas, there are many tasks that will require a low level of involvement from many of the specialists, either for them to provide specialist input or to keep them abreast with decision making that is linked to their areas of specialisation.

Role of key and specialist personnel	Functional Area 1: Key activities												Functional Area 2: Business analysis	Functional Area 3: Business Design	Functional Area 4: Business improvement	Functional Area 5: Ancillary support
	Key Deliverable #	Business objectives definition	Strategy & business model	Structure & ownership	Legal framework	Operational framework	Financial analysis	Commercial viability & finance plan	Dev't impact	Marketing plan	Road map & timelines	Risk & mitigation				
Contract lead	KD1	L	L					L			L	L	L	L	L	L
	KD2	L	L					L			L	L				
Snr Business Strategist	KD1				L	L	L		L		L	L	L	L	L	L
	KD2				L	L	L		L		L	L				
Integrated Public Transport Planning Specialist	KD1	L	L	L	L	L	M	M	M	M	L	L		L	L	L
	KD2															
Cost modelling specialist	KD1	L	L	L	L	L						L		L	L	L
	KD2	L	L	L	L	L						L		L	L	L
Service Providers Project Manager	KD1	M	M	M	M	M	M	M	M	M			M	M	M	M
	KD2	M	M	M	M	M	M	M	M	M						
Business Parameter and Specifications Specialist	KD1			M			L	L				L			L	L
	KD2			M			L	L				L				
BRT Business Strategist	KD1	M	M	M				L				L	L	L	L	L
	KD2															
Rail Business Strategist	KD1				L	L		M		L	L	L		L	L	L
	KD2															
Legacy Road based Public Transport Specialist	KD1	L	L	L	L	L		L				L				L
	KD2															
Minibus taxi specialist	KD1	M	M	M	L	L		L				L		L	L	L
	KD2															
Human Settlements Institutional & finance	KD1															L
	KD2	M	M	M	L	L	L	M	L	M	L	L				L
Town/spatial planning specialist	KD1															L
	KD2	M	M	M	L	L	L	M	L	M	L	L		L	L	L
Public Transport Operations Specialist	KD1	L				L							M	L		L
	KD2															
Urban Infrastructure Cost Modelling Specialist	KD1											L	M	L		L
	KD2											L				
Legal Specialist	KD1			L		L						L		M		L
	KD2			L		L						L		M		L
Facility Management Specialist	KD1					M						L		M		L
	KD2					M						L		M		L
Information technology Specialist	KD1					L						L		M	L	L
	KD2					L						L				
Property Economist & Market Specialist	KD1	L	L	L				L				L	L		M	L
	KD2	M	M	M				L				L				

CERTIFICATE OF APPROVAL

This is to certify that the Quality Management System of:

has been approved by Lloyd's Register Quality Assurance
to the following Quality Management System Standard:

The Quality Management System is applicable to:

Consulting Engineers – The provision of infrastructure design and management solutions

This certificate is valid only in association with the certificate schedule bearing the
same number on which the locations applicable to this approval are listed.

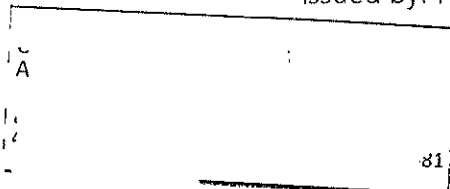
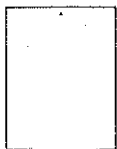
Approval
Certificate No: 1

Original Approval: 30 September 2009 *

Current Certificate: 09 September 2015

Certificate Expiry: 14 September 2018

Issued by: 1



Certified a true copy of the original document Signed
at.....on
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Commissioner of Oaths

*This certificate is a continuation of a previous approval issued by
with certificate registration number

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CERTIFICATE SCHEDULE

Head Office

Activities

Consulting Engineers – The provision of infrastructure design and management solutions

Consulting Engineers – The provision of infrastructure design and management solutions

Consulting Engineers – The provision of infrastructure design and management solutions

Locations

Activities

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Page 2 of 3 Certified a true copy of the original document Signed

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12 Feb 2018

Commissioner of Oaths

Approval Certificate No:

*This certificate is a continuation of a previous approval issued by
with certificate registration number originally approved on 30 September 2009.

CERTIFICATE SCHEDULE

31

Consulting Engineers – The provision of infrastructure design and management solutions

Consulting Engineers – The provision of infrastructure design and management solutions

Consulting Engineers – The provision of infrastructure design and management solutions

Approval
Certificate No:

Original Approval: 30 September 2009 *

Current Certificate: 09 September 2015

Certificate Expiry: 14 September 2018

Page 3 of 3

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12 February 2018

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CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

SCHEDULE 16: PERSONNEL SCHEDULE (OTHER THAN SPECIALISTS)

The Tenderer is referred to clause 2.1.1.8 A(i)(f) of the Tender Data and shall indicate on the schedule below what human resources, **other than** the Specialists listed in clause F .2.1.1.4 above, they have at their disposal and intend allocating to this tender as and when required.

First name, surname	Job title	Job description (summary)	Qualifications
	Associate, Cape Town Transport	is mainly involved with traffic impact studies (TIS), transport studies and assessments as well as analysing traffic behaviour. He has also been involved with various master planning projects for developments with specialist road planning inputs at conceptual level for both local and international projects. Aside from his local experience, also performed the duties of a highways engineer and project engineer in the United Kingdom, where he was responsible for the detailed design of the London Bus Priority Schemes, signal controlled pedestrian crossings, and various other urban highway upgrading and maintenance schemes.	BSc (Hons) Transportation Planning MEng (Civil) NDip Civil Engineering BTech Civil Engineering
	Principal, Infrastructure Advisory	is employed as a Director and qualified development transport economist in s Tshwane office, with extensive experience in data analysis. He is experienced in all modes of transport such as roads, railways, airports and public passenger transportation. With regard to the public passenger transport sector, he was involved in the design of bus services in various areas in South Africa and also examined the subsidy system and competition amongst public transport modes in the Cape Metropolitan area. His recent experience also entails logistic studies for mining operations as well as post project evaluation (PPE) for the	MEcon Transport Economics (Cum Laude), BEcon (Hons) Transport Economics (Cum Laude)

First name, surname	Job title	Job description (summary)	Qualifications
	Technical Director, Transport Infrastructure	has held leading roles in MRT bus, rail and light rail projects in Auckland and light rail, and bus/rail interchange planning in Australia. He has led some of the most relevant projects to the Airport-Botany commission including an IBC for a long MRT corridor (NWR TN), accelerated single stage business cases (e.g. Rosedale and SH16/18) and design of interchanges and stations (e.g. Otahuhu, Newmarket, Manukau). has proven his leadership and relationship management skills, as these MRT and interchange projects have multiple interfaces that require skilful management. technical knowledge of the intricate detail of the potential solutions along with his political acumen make him an effective technical resource and	Bachelor of Resource and Environmental Planning
	Technical Specialist, Cape Town Transport	is based in 's Cape Town office where he is responsible for the design, planning, cost estimates and documentation for highway and transport related projects. He specialises in route location for roads and highways, feasibility studies, detailed geometric design, cost estimates and contract documentation.	MEng (Struct) BEng Civils (Honours)
F	Technical Specialist, Cape Town Transport	is based in 's Cape Town office as a senior civil engineer where he is responsible as the manager of the Transport Services Unit. His duties include financial management, budgets, cash flow, debt collection, overall human resources management, marketing management and programme and project management.	MEng (Civil) (Transportation) BEng (Civil)
	Transportation Planner, Cape Town Transport	is a transport planner with a wide range of experience in the traffic engineering and transport planning fields. His current responsibilities include execution of traffic impact investigations, the determination of economic feasibility, urban design and land-use planning, public transport, traffic safety, transport modelling, the development of transportation guidelines, and transport integrated planning. He has played a crucial role on a variety of projects, spanning the entire field of traffic engineering and transportation planning.	BTech Town and Regional Planning NDip Town and Regional Planning MPhil Transport Studies

First name, surname	Job title	Job description (summary)	Qualifications
	Professional Engineer, Port Elizabeth Professional	is a professional civil engineer experienced in the fields of roads, municipal infrastructure and public transport projects.. He has been involved in concrete and steel pipeline rehabilitation projects, the compilation of contract documents, contract administration, construction monitoring and project management. Most recently he has assisted local and provincial government, within the Western Cape, with system planning and operational support requirements for a fully operational Integrated Public Transport Network (IPTN) system.	BSc Civil Engineering
	Traffic Engineer, Cape Town Transport	7 years experience working as a Civil Engineer. Over this period she has gained experience working on site as an Assistant Resident Engineer and in a design environment as project engineer where she did structural, geometric and stormwater design work. She is working towards achieving her Masters degree in transportation with a special interest in public transport and non motorised transport.	BEng (Civil Engineering)
	Civil Engineer, Cape Town Transport	is employed as a civil engineer in Cape Town office, where he is extensively involved with projects in public transport operations planning. His main focus is on the design and implementation of public transport systems.	BSc Civil Engineering
	Civil Engineer, Cape Town Transport	is involved with traffic impact assessments and basic intersection modelling. Through this he has gained experience in planning and co-ordinating surveys, report writing, analysing and distributing traffic patterns and conceptual design. has also worked in various workstreams associated with the George Integrated Public Transport Network (GIPTN) – as well as the facilitation of the Taxi industry compensation and licence relinquishment process.	BSc Civil Engineering
	Civil Technician, Cape Town Transport	is currently involved in intersection and network analysis, conceptual designs, traffic calming studies, bus route mapping and management.	NDip in Civil Engineering

First name, surname	Job title	Job description (summary)	Qualifications
	Civil Technician, Cape Town Transport	... is mainly involved in Transcad GIS mapping (bus routes/stops), data analysis/processing, concept design and drawings, as well as traffic and intersection analysis and MicroStation drawings.	National Diploma Civil Engineering
	Civil Technologist, Cape Town Transport	... is predominantly involved in planning and design of traffic calming measures, evaluation and design of road signs, pedestrian safety evaluations and infrastructure designs, road marking applications, parking studies, analysing road intersection operations and transport impact assessments.	NDip in Civil Engineering BTech in Water Engineering
	GIS specialist	... is a GIS consultant. She has experience in Geographic Information Science (GISc) and is GISc certified with South African Council for Professional and Technical Surveyors (PLATO).	GISc Technologist (G 0941)
	Rail Engineer	... has extensive experience in railway operations, railway infrastructure technologies and maintenance, project program management and deployment of railway signalling systems. Of the 40 years employed in the public railway sector, 33 of these have been in the various railway engineering and operational disciplines (including special event planning – Olympic bid, Soccer world Cup), 4 years in the research and development environment and 3 years in the multi-disciplinary project program management environment dealing with mega projects for PRASA.	BSc Eng. (Electrical) Senior Management Program Financial Management for SATS
	Traffic and Transportation Engineer	... is a professional registered transport engineer specialising in the field of traffic and transportation engineering and planning with a key focus on public transport design, operation and business optimisation.	BSc Civil Engineering
	Senior Programmer/Systems Architect/Associate	... is currently an Associate at ... and the ... and lead developer for the ... and ... Incident management system. Analysing systems and finding solutions for complex challenges is his speciality. One of the key areas he specializes in is Communications, Mobile communication and integration between different systems.	NDip in Datamatrix in Computer Science National Technical Certificate N5

First name, surname	Job title	Job description (summary)	Qualifications
	Computer Engineer	currently employed as an electronic engineer in Aurecon's Tshwane office, where he specialises in computer engineering. He has extensive experience in various aspects of information system solution delivery, including the analysis, design, development, testing, deployment, commissioning, maintenance, support and end user training. He has been working in various environments, including emergency services, disaster management and airport security.	BEng Computer Engineering
	Technical Director	is a civil engineer specialising in intelligent transport systems (ITS), traffic engineering, transportation planning, public transport, road safety and project management. He has been involved in all types of ITS, traffic, transportation and road safety projects predominantly in KwaZulu-Natal and Mpumalanga in South Africa.	BSC Civil Engineer
	Risk Consultant	is Aurecon's Global Leader: Risk Advisory and leads the risk advisory capability globally across three regions (Africa, the Middle East and Australasia). He has over sixteen years' experience in risk and uncertainty advisory throughout South Africa with later expansion into Australia, United Arab Emirates (UAE), China, Kenya, Namibia and Mozambique. His career in risk advisory began with risk-based management systems and integrated management systems (ISO 45001, ISO 14001 and ISO 9001). He combines this with extensive expertise in hazard identification and risk assessment (HIRA) methodologies which include project risk management, operational risk management, strategic risk analysis, value management, value engineering, hazard and operability (HAZOP)/safe design studies and risk scenario analysis in accordance with international best practice standards and guidelines.	MPhil Environmental Management (Cum Laude) BTech Environmental Management (Cum Laude) NDip Environmental Management



Supply Chain Management

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02 FEBRUARY 2018

NOTICE TO TENDERERS NO.1
(24 PAGES INCLUDING FIRST PAGE)

TENDER NO: 198C/2017/18

CLOSING DATE: 15 February 2018

BOX NUMBER: 135

DESCRIPTION: PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

Your attention is drawn to the following amendments and clarifications in respect to the above tender. These amendments must be included in the Tender submitted. You will be deemed to have made any allowance necessary for the amendments contained in this Notice to Tenderers No. 1.

Herewith please find the following attachment:

Yours faithfully

For:
Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER

At Cape Town on this 2nd Day of February 2018

Signature:

Name of Signatory:

(In ink and capitals)

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT
Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY.

NOTICE TO TENDERERS NO. 1

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3	T1.2. Tender Data	3
4	C3.1 Scope of Work	3
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	Annexure B: Presentation: Overview of Tender.....	9

1 Notes on this notice

1.1 Number of pages: 9, including Annexure A.

1.2 Note that, the terms of Clause F.3.2 of the Standard Conditions of Tender (as amended), you will be deemed to have made any allowance necessary to address the clarifications / amendments to the tender as reflected in this notice in your tender offer.

1.3 Page number cross-references in this notice are to the page numbers on the bottom of the original Tender Document, also referred to as "the Contract Document".

1.4 Tracking of changes:

1.4.1 Additional wording to existing clauses are shown as underlined. Notwithstanding any error in underlining that may exist, the version of the text as contained in this notice shall apply.

1.4.2 Deletions of text are not highlighted; thus where text in the original Tender document does not appear in the relevant clause (as amended) it has been deleted.

2 Questions from potential tenderers

2.1 This notice is partially in response to questions of clarity or issues raised by prospective tenderers during the tender clarification meeting. Some notes regarding the relevant issues, linked to elements of this Tender Notice, are given in the table below:

Reference in minutes	Question / Issue	Response
3.1.1	At the clarification meeting it was advised by the City that the Pricing schedule required an amendment, and an amended pricing schedule would be reissued.	The statement provided by the City was incorrect, as the current pricing schedule does not require amendment, and therefore no amended version is provided by way of this tender notice.
3.5.2	Whether Key Personnel will be required or expected to operate out of the local office.	See amendments made by way of par 4.2 below.
3.5.3	Regarding Schedule 20: Warrant to facilitate competition, and Schedule 2: Certificate of Independent Tender Determination. If a specialist is in more than one team, it could be problematic that they might provide similar specifications, methodology statements and pricings. Concern that these schedules may contradict each other?	See pars 2.2 and 2.3.
3.6.1	The scoring section indicates that Functional Areas 2- 6 will be assessed, however Scope only refers to 5 Functional Areas.	This has been corrected in par 3.1 below.

2.2 In addition, the City has received the following query from a prospective tenderer (which covers the same issue as par 3.5.2 in the minutes):

"... we believe that the intention of the City [as reflected in Schedule 20] is not achieved by allowing core team members (key personnel as referred to in the tender documentation) to be party to multiple bids, given their involvement in the development and pricing of bids, and the associated potential to price fix across bids.

This may result in the most competitive prices not being achieved during the bidding process ...

As such, we respectfully request that the City amend the requirements to state that the key personnel may not participate in multiple bids, due to the significant real or perceived risk of collusion associated with key personnel members participating across bids."

2.3 The City responds as follows to this issue:

2.3.1 The City's objective by the inclusion of Schedule 20 is to encourage competition for this tender. The tender requires of prospective tenderers to provide a panel of Specialists, and some of the specialist skills required in the tender may be scarce. If a tenderer requires of Specialists with scarce skills to be exclusive to it (i.e. not to make themselves available to other prospective tenderers), and if other tenderers consequently find it difficult or impossible to source another person with the required skills, or in other ways are unable to meet the functional scoring, this may result in there being only one tenderer that meets the tender specifications or may otherwise reduce competition between tenderers.

2.3.2 However, Schedule 20 must be read with Schedule 2, *Certificate of Independent Determination*. Schedule 2 concerns, among other things, "collusion, communication, agreement or arrangements between competing tenderers". Generally communication with Specialists, including Key Personnel, to obtain input regarding their areas of speciality, including regarding their methodologies, their fees to such

tenderer, or related information regarding their area of speciality would not be in breach of the Certificate.

- 2.3.3 However, the tenderer must ensure that the way that they engage with Specialists does not constitute a breach of the Schedule 2 certificate; while also ensuring that it complies with its warranty in Schedule 20.

3 T1.2. Tender Data

3.1 Regarding paragraph F.2.1.1.8, Functional scoring on page 12:

- 3.1.1 Amend the second bullet of Clause A(i)(b) to read:

"Deliverables, activities and outputs indicated in Functional Areas 2 - 5 of section C3.1 Scope of Work"

4 C3.1 Scope of Work

4.1 Regarding paragraph 6, Management of the services, on page 115:

- 4.1.1 Amend paragraph (f) to read:

"The Project Manager may require the Service Provider to provide other services in addition to the Key Personnel and/or Panel of Additional Specialists (listed in TABLE 1 and TABLE 2) relevant to scope of this tender, at the same rates tendered for by the Service Provider in Part C2.2 Pricing Schedule. The Project Manager is authorised to require of or permit the Service Provider to make use of the services of alternate or additional personnel or Specialists required, and to agree to appropriate rates, provided that such rates do not exceed the rates of personnel or Specialists in the Pricing Schedule that the Project Manager considers to be an equivalent, alternatively the appropriate rate of an Auxiliary Specialist or Auxiliary Resource. The Project Manager may negotiate lower rates with the Service Provider than the equivalent tendered rates that the Project Manager considers relevant to the work and staff required, which may involve lower rates for the alternate or additional personnel or Specialists referred to above."

4.2 Regarding paragraph 15, Key Personnel and Panel of Additional Specialists, which begins on page 127:

- 4.2.1 Amend paragraph (g) to read:

"Key Personnel (but not necessarily members of the Panel of Additional Specialists, unless reasonably required by the Project Manager) will be required to operate out of Cape Town, as the exigencies of this project require, unless otherwise authorised by the Project Manager."

Annexure A: Minutes of Tender Clarification Meeting 22 January 2018

MINUTES OF TENDER CLARIFICATION MEETING: PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY	
Project	: PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY
Subject	: Tender clarification meeting
Date & Time	: Monday 22 January 2018 at 10h00
Location	: Room 2, 6 th floor, Podium Block, Civic Centre, Cape Town
Attachments	
Annexure B	: Presentation – overview of tender
1.0	Meeting objectives The objectives of the meeting were: • To provide a brief overview of the tender document. • To provide background information on Cape Town's Transport and Urban Development Authority (TDA) and the Business planning branch. • To answer questions of clarification on queries regarding the tender document. • Clause F.2.7 of the Tender Data provided that the meeting was non-compulsory, but was strongly recommended.
2.0	Brief overview of the tender document Dawie Bosch (DB) and Julia Letang (JL) conducted a presentation on the tender document which covered the following aspects: 1. General Information 2. Eligibility Criteria and Scoring 3. Submitting the Tender 4. Returnable Documents 5. Pricing Schedule 6. Overview of TDA and the Business Planning function 7. Scope of Works 8. Project Management and Facilitation Services • Functional Area 1: Business Plan • Functional Area 2: Business Analysis • Functional Area 3: Business Design of Parameters and Specifications of Service • Functional Area 4: Business Improvement Strategies • Functional Area 5: Ancillary support 9. Other Items Requiring Clarification 10. Q & A

	The presentation was paused after item 5, to allow for questions regarding the technical aspects of the tender document. Thereafter, item 6 onwards which dealt with the content of the professional services required was presented, followed by a second question and answer session. [Note: It was advised by the City during the presentation that the Pricing schedule was incorrect and an amendment would be reissued. It has since been clarified that the original Pricing Schedule does not contain an error, and therefore an updated version will not be reissued with Tender Notice 1.] A copy of the presentation is attached to these minutes as Annexure B.
3.0	Questions and answers
	<i>Technical Questions</i>
3.1	<u>Questions by:</u>
3.1.1	<i>Query to whether an updated Pricing schedule had been provided, as it was indicated in the presentation that an error had been identified.</i> Answer: The City responded that an updated version of the Pricing Schedule had not yet been issued, and that all prospective tenderers were requested to submit such questions or raise such issues via email to Dawie.bosch@capetown.gov.za by Friday 26 January to allow time to deal with such queries through a possible tender notice. [Note: It has since been verified that the Microsoft Excel version of the Pricing Schedule does not contain any errors in the electronic formula, and therefore an amended version of the Pricing Schedule will not be issued.]
3.1.2	<i>Query regarding whether different rates need to be tendered for the same described resource for different Categories (i.e when the same resource description appears in Category of Staff A, B and C)</i> Answer: Yes, different rates should be tendered as specified in the Pricing Schedule, irrespective of which category the tendered resource falls – because the identify of a resource may change during the life of the contract period.
3.2	<u>Question by: I</u>
3.2.1	<i>The weighting of each Category of Staff was queried – for example that a Contract Lead has a lower weighting in Category A as compared to Category B, and what the implications of this would be over the 8 year contract period, if a Category A specialist was limited to a much smaller proportion of hours.</i>

	Answer: DB indicated that the weighting utilised in the Pricing Table was for the purposes of price comparison, and represents the City's best estimate of the amount of effort required for each Category. However the actual amount of work undertaken per Category and per resource will depend on the work as instructed by the City over the 8 year period; same said for a specialist who's Category may change over the 8 year period.
3.3	<u>Question by T</u>
3.3.1	<i>Is this effectively a panel tender or will only one successful bidder win the tender, i.e. a "winner takes all"</i> Answer: Only one Tenderer will be successful in winning the tender. The tenderer offers a panel of specialists, of which the specialists contained in the panel are part of the evaluation criteria of the tender. During the life of the contract the City may require of the winning tenderer to supply additional specialists as the City may require.
3.4	<u>Question by L</u>
3.4.1	<i>How does the escalation of rates work?</i> Answer: Clause 3.16 of the CIDB Standard Professional Services Contract (included on CD issued with the tender) indicates that escalation is based on inflation (CPI). The only exception is when an international specialist who is domiciled outside of the country is utilised, in which case the escalation also takes into account the exchange rate (Note: see Part C1.2: Contract Data page 90 for further information).
	Questions regarding tender content and scope
3.5	<u>Questions by A</u>
3.5.1	<i>Query regarding the interpretation of Clause (i) on page 115:</i> <i>"While the City intends to use the professional services of the successful Tenderer to provide the Services, the awarding of this tender will not result in the successful Tenderer obtaining exclusivity regarding the tendered services, and therefore the City shall not be precluded from procuring services included in the scope of this tender from another service provider."</i> <i>Possible interpretations:</i> <i>a) The City is allowed to tender again for a specific part of the scope which the City doesn't considered to be covered by a successful tenderer;</i> <i>b) The City may use the services of another service provider appointed through a different contractor by the City; or</i> <i>c) The City may request a sub-contractor at some point who may have not been part of the tender.</i> Answer: DB indicated that although the scope is extensive, it is possible that over the 8 year period that some of the work listed in the scope may not be required. Apart from that, due to the fact that there are many departments and divisions within TDA, this clause is

	specifically to exclude any expectation that the successful tenderer has exclusive right to all work which may be required by TDA. Therefore the City may tender separately for work that falls within the scope of the tender. Therefore interpretation (b) above is the correct one. In response to interpretation (c) above, the tender provides that the City can request that additional specialists be added if there is a specialist skill required that no specialist on the panel has, or has at the level required.
3.5.2	<i>It appears that specialists are expected to and not required to operate from a local office, as stated in Clause (g) on page 128:</i> <i>"Key Personnel (but not necessarily members of the Panel of Additional Specialists, unless reasonably required by the Project Manager) will be expected to operate out of the local office, as the exigencies of this project require..."</i> <i>In a support contract such as this, if specialists are required to have meetings more than once a week, and one specialist resides in another city, will the flights for such specialists be at the Tenderers/ specialists cost?</i> Answer: Since some of the specialist services are only required for a short period, the intention is that the City does not want to limit the specialists to only those residing in Cape Town, as some specialist skills may come from outside the city or even outside country. However, the Key Specialist must be operating from Cape Town. Thus, for a Specialist with a rare skill (other than Key Personnel), the City may accept one from Joburg is used, in which case it is possible that the City would approve charging for transport costs, provided they are pre-approved. However, if the City requires extensive engagement with such a specialist in Cape Town, it may require of the Tenderer to find a supplementary specialist that operates from Cape Town. In this regard the City may use the provision in the contract where the service provider is required to offer a specialist at a lower cost to the City, and / or the City's right to negotiate a lower rate of any Specialist on the panel. DB indicated that the wording of the clause may need to be reconsidered, and if necessary a tender notice will be issued.
3.5.3	<i>Query regarding possible conflicting objectives between Schedule 20: Warrant to facilitate competition, and Schedule 2: Certificate of Independent Tender Determination.</i> <i>Clause 6 of Schedule 2 says: "The Tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor..."</i> <i>However, Schedule 20 requires that specialists can't be restricted to only one Tenderer. Therefore if a specialist is in more than one team, it could be problematic that they might provide similar specifications, methodology statements and pricings. Is there not a concern that these schedules may contradict each other?</i> Answer: DB indicated that the City will consider the potential conflict between Schedule 20 and 2, and issue a Tender notice if necessary.
3.6	<u>Question by:</u>

3.6.1	<i>The scoring section indicates that Functional Areas 2- 6 will be assessed, however Scope only refers to 5 Functional Areas.</i> Answer: DB indicated that the Scope only has 5 Functional Areas, and this will be corrected through a tender notice.
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4.0	FURTHER QUESTIONS AND CLARIFICATION
4.1	Questions and comments The City indicated that tenderers are encouraged to submit any further questions or comment regarding the tender as soon as possible so that they may be answered by way of a tender notice. The City is planning to issue a tender notice in the week starting 29 January, so comments should be submitted by C.O.B Friday 26 January. All questions are to be submitted to _____
4.2	Testing of Pricing Schedule Tenderers are encouraged to test the Pricing Schedule Excel Spreadsheet and similarly submit any queries or comments by C.O.B Friday 26 January.
4.3	Request for electronic copy of Scope of Works Tenderers who would like an electronic version of the Scope of Works (which is to be used for information purposes only) are to request a copy via email to Dawie Bosch _____

Minuted by : (CoCT)

Date :

26 February 2018

Provision of Professional Services: Business Planning Transport and Urban Development Authority (TDA)

Tender Clarification Meeting: 22/01/2018
Tender No. 198C/2017/18

OUTLINE

1. General Information
2. Eligibility Criteria and Scoring
3. Submitting the Tender
4. Returnable Documents
5. Pricing Schedule
6. Overview of TDA and the Business Planning function
7. Scope of Works
 - a) Project Management and Facilitation Services
 - b) Functional Area 1: Business Plan
 - c) Functional Area 2: Business Analysis
 - d) Functional Area 3: Business Design of Parameters and Specifications of Service
 - e) Functional Area 4: Business Improvement Strategies
 - f) Functional Area 5: Ancillary support
8. Other Items Requiring Clarification
9. Q & A

Note:

This presentation is a high level overview of the Tender – for clarification purposes only.

Tender requirements are subject to the detail provisions in the tender and any subsequent tender notices.

1. General information

General information

Tender Advertised : 8 December 2017
 Closing Date : 15 February 2018
 Closing Time : 10h00 – No late submissions will be considered
 Closing Venue : Tender Box 132 at the Tender Submission Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town
 Cost : R250

Tender register

Complete tender register when you fetch a copy. Ensure that you complete your details, especially email address VERY clearly. Tender notices are usually sent via email, and it is YOUR RISK if you do not receive a notice due to unclear writing

Tender extract available

Indicate on the attendance list if you would like us to email you an extract of the Scope of works from the tender document. However, the tender requirements are significant, and you are encouraged to obtain one ASAP.

2. Eligibility criteria (F2.1)

General (F.1.2)

The following documents form part of this tender:

- CIDB Standard Professional Services Contract (included on CD issued with the tender).
 – NOTE: Read with the amendments made in Part C1.2: Contract Data of the tender.
- Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act, 2000
 – Re contract management services – See Scope of Work, par 6, pp 121-2.

Eligibility Criteria

F.2.1.1.1	City of Cape Town Supplier Database Registration
F.2.1.1.1.A	National Treasury Web Based Central Supplier Database (CSD) Registration
F.2.1.1.2	Local office
F.2.1.1.3	Key Personnel and Panel of Additional Specialists – read with par (iii), and notes on functional scoring, A(iii), p13
F.2.1.1.4	Support resources
F.2.1.1.5	Professional indemnity insurance
F.2.1.1.6	Minimum Score for quality: 70%

Refer to paragraph F.2.1: Eligibility, pg. 4-11 for precise detail.

Specialists – Definitions

- Note the definitions of terms on pages 10-11
 - BRT, Full BRT, Business Structure, Functional Areas, Public Transport Operator in Cape Town, Specialist, TOD, Urban Development Professional

Note: Failure to tender key personnel meeting minimum requirements
= tender non-responsive

Key Personnel

a. Contract Lead

Minimum requirements:

- 7 years verifiable experience.
- Likely to be a transport planner, civil engineer or business consultant.
- The Contract Lead may perform one or more of the roles of Additional Specialists in addition
 - Provided that methodology statement shows that the Project Leader will have sufficient capacity to fulfil both roles

Key Personnel

b. Senior Business Strategist

Minimum requirements:

- Business or management consultant / lawyer / professional transport planner / professional engineer / urban development professional*
- Advanced business degree
- 5 years verifiable post graduate national or international experience
 - in the planning, implementation and operation of major operational business initiatives in the public transport environment.

* For definitions, see pgs 10 and 11.

Key Personnel

c. Integrated Public Transport Planning Specialist

Minimum requirements:

- A professional transport planner or engineer
- 5 years verifiable experience in public transport planning including BRT, rail, legacy bus systems and minibus-taxis.
- May not be an employee of a Public Transport Operator in Cape Town

Advantageous:

- BRT related experience
- Have not consulted for Public Transport Operators in Cape Town.
- Familiarity with financial models, transport modelling and land use modelling
- Ability to coordinate modelling processes and interpret and integrate modelling results / outputs.
- Experience in providing institutional input / support to a Public Transport Authority or department with a similar scope.

Key Personnel

d. Cost Modelling Specialist

Minimum requirements:

- A professional planner, financial modeller or engineer
- 5 years' experience in cost modelling of public transport operations (costs and income/revenue)

Advantageous:

- Significant experience in developing and refining operational cost models of BRT systems will be advantageous.

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Panel of Additional Specialists

a) Service Provider's Project Manager	h) Town / Spatial Planning Specialist
b) Business Parameter and Specifications Specialist	i) Public Transport Operations Specialist
c) BRT Business Strategist	j) Urban Infrastructure Cost Modelling Specialist
d) Rail Business Strategist	k) Legal Specialist
e) Legacy Road Based Public Transport specialist	l) Facility Management Specialist
f) Minibus taxi specialist	m) Information Technology Specialist
g) Human Settlements Institutional and Finance Specialist	n) Property Economist and Market Specialist

Refer to TABLE 2 of paragraph F2.1.1.3, pg. 7-10:
Panel of Additional Specialists

Eligibility criteria

Minimum score for quality (F.2.1.1.7)

- In order to be considered, tenderers must meet a minimum score of 70% in the last row of TABLE 6.

FROM	COMPONENT	POINTS				WEIGHTED SCORE ACHIEVED
		A Max. achievable	B Score achieved	C % achieved (B divided by A X 100)	D C minus D (%)	
TABLE 3	Overall Assessment of Methodology	100				
TABLE 4	Experience & expertise (Key Personnel)	100				
TABLE 5	Experience & expertise (Additional Specialists)	200				
TOTAL		300				
TOTAL Tenderer's weighted score*						
Minimum TOTAL weighted score = 70%						

TABLE 6: SUMMARY OF SCORES FROM TABLE 3, TABLE 4 and TABLE 5 on pg 19

Eligibility criteria

Functional scoring (F.2.1.1.8)

Statement of Methodology, Management and Integration
Consider carefully the provisions of A(i) (p12-14) when drafting:

- Understanding of tender requirements
- Overarching methodology and approach to Key Initial Deliverables and outputs
- Functional integration
- Preliminary high level work plan for Key Initial Deliverables
- Project management and facilitation
- Availability / Allocation of resources of Tenderer

Eligibility criteria

Functional scoring (F.2.1.1.8)

Statement of Methodology, Management and Integration

Important note:

- Statement of Methodology based on:
 - **Key Initial Deliverables** (Functional Area 1 in Scope of Works)
 - **Deliverables, activities and outputs** (Functional Areas 2 - 6 in Scope of Works)
- **Tenderer is not required** in Statement of Methodology to **indicate its approach and methodology** for the **Other Initial Deliverables** (indicated in part C3.2 - APPENDIX A: OTHER INITIAL DELIVERABLES)

If the Tenderer does include explicit or implied references to the Other Initial Deliverables, the City will not consider such references in the assessment.

- > to ensure the previous Service Provider is not given preference

Refer to paragraph F.2.1.1.8: Functional Scoring for precise detail.

Eligibility criteria

Functional scoring (cont.)

Expertise of Key Personnel and Panel of Additional Specialists

Consider carefully A(ii) (p13).

Take special care regarding requirements of

- **Schedule 9** - re experience, expertise, areas of speciality of Specialists
- **Schedule 12** - Track record

Refer to paragraph F.2.1: Eligibility, pg. 11 for precise detail.

Eligibility criteria

Functional scoring (cont.)

Evaluation tables - see B on p 14:

- Tenderers must provide adequate supporting information to enable the City to evaluate tenders according to the criteria in Tables 3-5
- I.e, where required, provide info in addition to that directly requested in Schedules etc

3. Submitting a tender (F2.13)

Submitting a tender

- Joint ventures: recommended that the standard CIDB Joint Venture Agreement be used (F.2.13.1)
- Each tender offer shall be submitted as follows (F.2.13.3):
 - one original, complete with all returnable schedules and additional information submitted in terms of the tender conditions (and further as required in F.2.13.2, read with F.4.10 and the preamble of Schedule 9,
 - Plus one hard copy (complete),
 - Plus a complete electronic copy.

Refer to paragraph F.2.13.3 pg. 20 for precise detail.

Submitting a tender

Insert the following on each tender offer package:

Location of tender box: Tender Box 132

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

Identification details: Tender No. 198C/2017/18

Title of tender : PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

Name and address of Tenderer: (to be inserted by Tenderer)

Status: Original OR Copy (select the relevant option)

Submitting a tender (F.2.13)

- F.4.10(c): Submission of the tender in hard copy, using electronic copy.**
- Original version must be submitted in hard copy on the tender doc as issued (as may be amended by tender notice). All signatures must be in original
 - Re Specialists – see exceptions in Schedule 9
 - Re Track record – see exceptions in Schedule 12
 - Supplemented by further supporting documents
 - Printed pages from the Electronic Copy of the tender (see CD) may be inserted.
 - Price Schedule must be compiled in the Excel version on the CD and a printed copy of the Excel doc inserted after the original Price Schedule
 - Please include a soft version (in Excel) of the price schedule in your electronic copy of tender (on CD / memory stick / etc)
 - You are encouraged to complete the Pricing Schedule early to test that it operates to its satisfaction in the early part of the tender period, so that any problems can be brought to the attention of the City for correction through a Tender Notice
 - Printed copies of Schedules compiled from electronic version must be with similar format and content as the hard copy – in all material respects

Refer to paragraph F.4.10 pg. 29 for precise detail.

4. Part T2: Returnable Documents

Returnable documents

Schedule 9: Key Personnel and Additional Specialists

- If same person tendered for multiple Specialist positions
 - details must be repeated and applied to each position.
- If multiple people tendered for different components of the same Specialist position
 - details regarding each person must be provided (separately) against such Specialist position.
- The tenderer must also provide a **Statement of Specialisation** for each Specialist
 - Re fields of specialisation and any recent experience **relevant to the Functional Areas of this tender**
 - This refers to any other experience in addition to that in the Specialist description, and relevant to any Functional Areas described in Part C3: Scope Of Works

Refer to **SCHEDULE 9, pg. 57-66 (especially the preamble on p57)**

Refer to **SCHEDULE 12, pg. 69 for precise detail.**

Returnable documents

Schedule 12: track record

- Part A: To be completed by the Specialist
- Part B: To be completed by the client / employer for whom the work in Part A was done.

Returnable documents

Schedule 20: WARRANT TO FACILITATE COMPETITION

- The Tenderer warrants that **no condition** was set, expressly or in an implied manner, **that any Specialist or subcontractor** participating in this tender may not or **should not participate in a competing tender** with regard to this tender.
 - Non-compliance will result in tender being non-responsive
- Tenderer must also comply with provisions ensuring Competition – par F3.8.3, sub-paragraphs g)– i) (p 23)
- Avoid behaviour that lessens competition – with reference to Competitions Act

Refer to **SCHEDULE 20, pg. 82 for precise detail.**

5. Part C2: Pricing Schedule (p96-116)

Pricing schedule

Pricing assumptions (C2.1)

- Time based fees to be tendered for categories of persons linked to Functional Area key deliverables and work components in the Scope of Work (A-E: see para 10, p97)

Tenderers to note all clauses, especially:

- 2: rates, sums, percentage fees and prices are all inclusive to cover all expenses and profit/mark-up – read with par 14 (excl recoverable expenses covered by par 15)
- 3: definitions
- 4: omissions assumed to be covered by other items
- 5 & 6: quantities are provisional and provided mainly for evaluation purposes. Only quantities accepted and certified for payment will be accepted. Allocation of staff must be agreed with the Employer before services rendered.
- 13: provisional sums, provision for sub-contracting services, may charge mark-up of 5%.

Pricing schedule

Table 1A: Explanation

CITY OF GAPS TOWN
TOWN OF BROADBENT
PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY
C2.1 Pricing Schedule

PRICING TABLE 1 - BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

Total estimated level of client payment: 38000

Category Mapping	Category of Staff	Sub-category Mapping	Resource sub-category	Resource description	Rate (per hour)	Weighted value of sub-category (Number of hours)	Amount
1-2	Category A Staff Total hours for Category: 3200	1-2	Category A Staff Total hours for Category: 3200	Category A Staff Total hours for Category: 3200	11.25	3200	35840
3-4	Category B Staff Total hours for Category: 1500	3-4	Category B Staff Total hours for Category: 1500	Category B Staff Total hours for Category: 1500	11.25	1500	16875
5-6	Category C Staff Total hours for Category: 1500	5-6	Category C Staff Total hours for Category: 1500	Category C Staff Total hours for Category: 1500	11.25	1500	16875
7-8	Category D Staff Total hours for Category: 1500	7-8	Category D Staff Total hours for Category: 1500	Category D Staff Total hours for Category: 1500	11.25	1500	16875
9-10	Category E Staff Total hours for Category: 1500	9-10	Category E Staff Total hours for Category: 1500	Category E Staff Total hours for Category: 1500	11.25	1500	16875

Resource sub-category:

- Can tender different rates per hour regarding different sub-categories of resources under each Category of Staff.
- must tender a rate for each sub-category listed i.e. all cells shaded grey to be completed

Pricing schedule

Table 1A: Explanation

CITY OF GAPS TOWN
TOWN OF BROADBENT
PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY
C2.1 Pricing Schedule

PRICING TABLE 1 - BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

Total estimated level of client payment: 38000

Category Mapping	Category of Staff	Sub-category Mapping	Resource sub-category	Resource description	Rate (per hour)	Weighted value of sub-category (Number of hours)	Amount
1-2	Category A Staff Total hours for Category: 3200	1-2	Category A Staff Total hours for Category: 3200	Category A Staff Total hours for Category: 3200	11.25	3200	35840
3-4	Category B Staff Total hours for Category: 1500	3-4	Category B Staff Total hours for Category: 1500	Category B Staff Total hours for Category: 1500	11.25	1500	16875
5-6	Category C Staff Total hours for Category: 1500	5-6	Category C Staff Total hours for Category: 1500	Category C Staff Total hours for Category: 1500	11.25	1500	16875
7-8	Category D Staff Total hours for Category: 1500	7-8	Category D Staff Total hours for Category: 1500	Category D Staff Total hours for Category: 1500	11.25	1500	16875
9-10	Category E Staff Total hours for Category: 1500	9-10	Category E Staff Total hours for Category: 1500	Category E Staff Total hours for Category: 1500	11.25	1500	16875

38,000 hours of effort - for the purposes of price comparison

Five Categories of Staff: Category A, B, C, D or E

Specific resource sub-categories for each Category of Staff.

Pricing schedule

Table 1A: Explanation

CITY OF GAPS TOWN
TOWN OF BROADBENT
PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY
C2.1 Pricing Schedule

PRICING TABLE 1 - BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

Total estimated level of client payment: 38000

Category Mapping	Category of Staff	Sub-category Mapping	Resource sub-category	Resource description	Rate (per hour)	Weighted value of sub-category (Number of hours)	Amount
1-2	Category A Staff Total hours for Category: 3200	1-2	Category A Staff Total hours for Category: 3200	Category A Staff Total hours for Category: 3200	11.25	3200	35840
3-4	Category B Staff Total hours for Category: 1500	3-4	Category B Staff Total hours for Category: 1500	Category B Staff Total hours for Category: 1500	11.25	1500	16875
5-6	Category C Staff Total hours for Category: 1500	5-6	Category C Staff Total hours for Category: 1500	Category C Staff Total hours for Category: 1500	11.25	1500	16875
7-8	Category D Staff Total hours for Category: 1500	7-8	Category D Staff Total hours for Category: 1500	Category D Staff Total hours for Category: 1500	11.25	1500	16875
9-10	Category E Staff Total hours for Category: 1500	9-10	Category E Staff Total hours for Category: 1500	Category E Staff Total hours for Category: 1500	11.25	1500	16875

Rates are calculated based on the range of rates tendered for the relevant Category of Staff calculated automatically in the Excel spreadsheet.

Utilised where certain components of work aligned to the Scope of Work requires an additional Specialist or resource.

Pricing schedule Table 1A: Weighting

CITY OF CAPE TOWN
TDA BUSINESS RESOURCE MANAGEMENT
Tender No. 1802/2017/18
PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY
C2.2 Pricing Schedule
PRICING TABLE 1: SUB-CATEGORY WEIGHTING
Total estimated cost of all sub-categories: 35000

Amount carried forward to Pricing Table 3

Category	Sub-category	Weighting	Percentage	Weighted value	Weighted value of sub-category
Category A: Staff	Category A: Staff	3000	8.6%	2580	2580
Category B: Staff	Category B: Staff	5000	14.3%	3500	3500
Category C: Staff	Category C: Staff	5000	14.3%	3500	3500
Category D: Staff	Category D: Staff	5000	14.3%	3500	3500
Category E: Staff	Category E: Staff	5000	14.3%	3500	3500
Category F: Staff	Category F: Staff	5000	14.3%	3500	3500
Category G: Staff	Category G: Staff	5000	14.3%	3500	3500
Category H: Staff	Category H: Staff	5000	14.3%	3500	3500
Category I: Staff	Category I: Staff	5000	14.3%	3500	3500
Category J: Staff	Category J: Staff	5000	14.3%	3500	3500
Category K: Staff	Category K: Staff	5000	14.3%	3500	3500
Category L: Staff	Category L: Staff	5000	14.3%	3500	3500
Category M: Staff	Category M: Staff	5000	14.3%	3500	3500
Category N: Staff	Category N: Staff	5000	14.3%	3500	3500
Category O: Staff	Category O: Staff	5000	14.3%	3500	3500
Category P: Staff	Category P: Staff	5000	14.3%	3500	3500
Category Q: Staff	Category Q: Staff	5000	14.3%	3500	3500
Category R: Staff	Category R: Staff	5000	14.3%	3500	3500
Category S: Staff	Category S: Staff	5000	14.3%	3500	3500
Category T: Staff	Category T: Staff	5000	14.3%	3500	3500
Category U: Staff	Category U: Staff	5000	14.3%	3500	3500
Category V: Staff	Category V: Staff	5000	14.3%	3500	3500
Category W: Staff	Category W: Staff	5000	14.3%	3500	3500
Category X: Staff	Category X: Staff	5000	14.3%	3500	3500
Category Y: Staff	Category Y: Staff	5000	14.3%	3500	3500
Category Z: Staff	Category Z: Staff	5000	14.3%	3500	3500

H is the estimated effort (hours) for the relevant Category of Staff.
p is the percentage of estimated effort assigned to the sub-category, as a proportion of the total estimated effort of the category.
R is the rate for a resource sub-category under the relevant Category of Staff.

Pricing Schedule Extract of Table 3

CITY OF CAPE TOWN
TDA BUSINESS RESOURCE MANAGEMENT
Tender No. 1802/2017/18
PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY
PRICING TABLE 3: SUMMARY OF PRICING SCHEDULE

Category	Sub-category	Weighting	Percentage	Weighted value	Weighted value of sub-category
Category A: Staff	Category A: Staff	3000	8.6%	2580	2580
Category B: Staff	Category B: Staff	5000	14.3%	3500	3500
Category C: Staff	Category C: Staff	5000	14.3%	3500	3500
Category D: Staff	Category D: Staff	5000	14.3%	3500	3500
Category E: Staff	Category E: Staff	5000	14.3%	3500	3500
Category F: Staff	Category F: Staff	5000	14.3%	3500	3500
Category G: Staff	Category G: Staff	5000	14.3%	3500	3500
Category H: Staff	Category H: Staff	5000	14.3%	3500	3500
Category I: Staff	Category I: Staff	5000	14.3%	3500	3500
Category J: Staff	Category J: Staff	5000	14.3%	3500	3500
Category K: Staff	Category K: Staff	5000	14.3%	3500	3500
Category L: Staff	Category L: Staff	5000	14.3%	3500	3500
Category M: Staff	Category M: Staff	5000	14.3%	3500	3500
Category N: Staff	Category N: Staff	5000	14.3%	3500	3500
Category O: Staff	Category O: Staff	5000	14.3%	3500	3500
Category P: Staff	Category P: Staff	5000	14.3%	3500	3500
Category Q: Staff	Category Q: Staff	5000	14.3%	3500	3500
Category R: Staff	Category R: Staff	5000	14.3%	3500	3500
Category S: Staff	Category S: Staff	5000	14.3%	3500	3500
Category T: Staff	Category T: Staff	5000	14.3%	3500	3500
Category U: Staff	Category U: Staff	5000	14.3%	3500	3500
Category V: Staff	Category V: Staff	5000	14.3%	3500	3500
Category W: Staff	Category W: Staff	5000	14.3%	3500	3500
Category X: Staff	Category X: Staff	5000	14.3%	3500	3500
Category Y: Staff	Category Y: Staff	5000	14.3%	3500	3500
Category Z: Staff	Category Z: Staff	5000	14.3%	3500	3500

SIGNED ON BEHALF OF THE TENDERER

Pricing schedule Extract of Table 2

CITY OF CAPE TOWN
TDA BUSINESS RESOURCE MANAGEMENT
Tender No. 1802/2017/18
PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY
C2.2 Pricing Schedule
PRICING TABLE 2: RECOVERABLE EXPENSES

Item No.	Description	Unit	Quantity	Percentage	Amount
1	Travel and accommodation	Provisional Sum	-	-	1 100 000
2	Estimated Provision for the peer review of the tenderer's proposal, including administration and logistical costs, associated with tender responses, see Pricing Table 2a, T&S	Provisional Sum	-	-	6 500 000
3	Other recoverable expenses, not included in the tenderer's proposal, see Pricing Table 2a, T&S	Provisional Sum	-	-	4 200 000
4	SUB-TOTAL	-	-	-	11 800 000
5	Value added tax (VAT) at the rate of 15% on the subtotal of 11 800 000, rounded up to the nearest Rand	%	-	-	-
6	TOTAL TO SUMMARY	-	-	-	-

Amount carried forward to Pricing Table 3

6. Overview of TDA and Business Planning

Background to Transport and Urban Development Authority (TDA)

- Transport Planning Authority;
- Contracting Authority;
- Municipal Regulatory Entity;
- TDA Business Management;
- Investment Management;
- Enforcement;
- Liaison, Communication and
- Infrastructure Management;
- Network Operations Management;
- Urban Planning;
- Human Settlements; and
- Urban Sustainability.



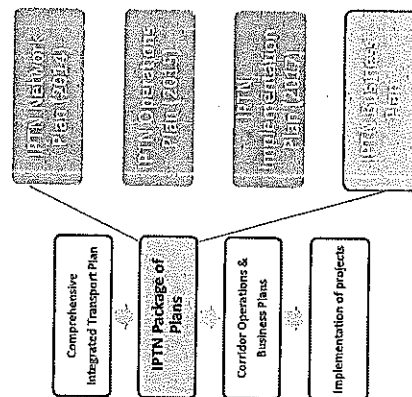
TDA
CAPE TOWN

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

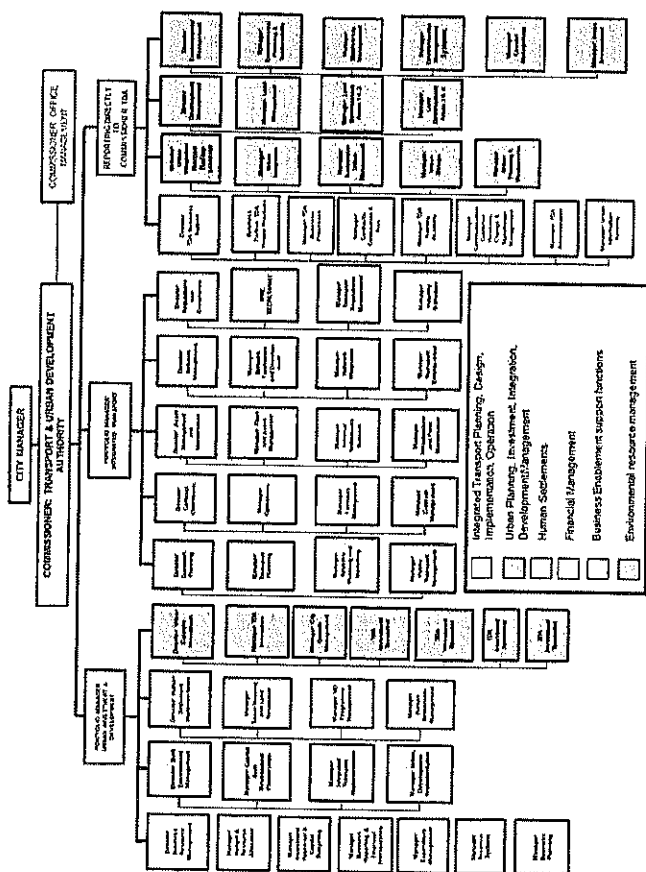
Legend

- Existing Road
- Proposed Road
- Existing Rail
- Proposed Rail
- Existing Water Body
- Proposed Water Body
- Existing Land Use
- Proposed Land Use
- Existing Urban Area
- Proposed Urban Area
- Existing Rural Area
- Proposed Rural Area
- Existing Forest Area
- Proposed Forest Area
- Existing Agricultural Area
- Proposed Agricultural Area
- Existing Industrial Area
- Proposed Industrial Area
- Existing Residential Area
- Proposed Residential Area
- Existing Commercial Area
- Proposed Commercial Area
- Existing Public Area
- Proposed Public Area
- Existing Open Area
- Proposed Open Area
- Existing Water Body
- Proposed Water Body
- Existing Land Use
- Proposed Land Use
- Existing Urban Area
- Proposed Urban Area
- Existing Rural Area
- Proposed Rural Area
- Existing Forest Area
- Proposed Forest Area
- Existing Agricultural Area
- Proposed Agricultural Area
- Existing Industrial Area
- Proposed Industrial Area
- Existing Residential Area
- Proposed Residential Area
- Existing Commercial Area
- Proposed Commercial Area
- Existing Public Area
- Proposed Public Area
- Existing Open Area
- Proposed Open Area

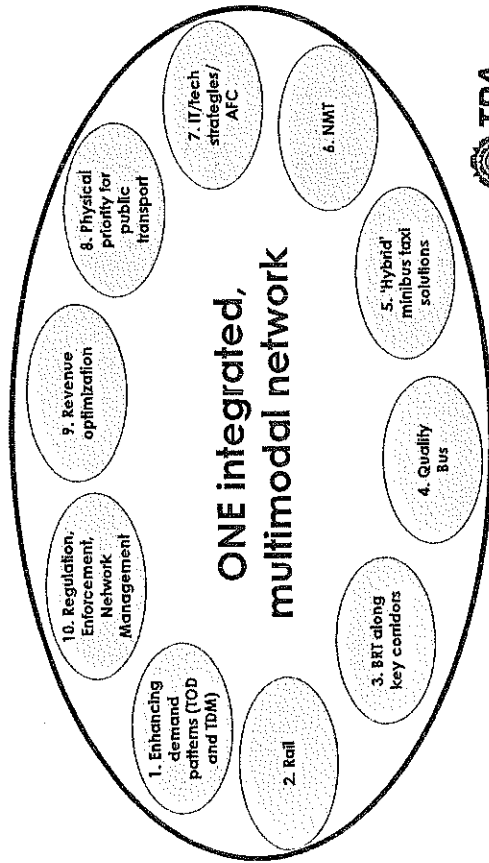
Overview of TDA and Business Planning CAPE TOWN'S INTEGRATED PUBLIC TRANSPORT NETWORK (IPTN) BUSINESS PLAN (2032)



The IPTN Package of Plans aim to transform the current disjointed network reality into the IPTN vision through an integrated, inter-operative and intermodal network service

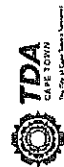


IPIN BUSINESS PLAN: 10 POINT PLAN



Background to Business Planning

- Many TDA projects and programmes require design and drafting of business plans, business cases, the setting of business parameters and determining appropriate specifications from a business perspective.
- In terms of Integrated Transport, this includes vehicle operations, station management, advertising, parking management etc.
- In terms of Urban Development and Investment, this includes travel demand management, TOD, catalytic projects, forward planning, land use management, development control and human settlements.
- TDA requires, through this tender, additional resources and skilled service providers in support of its Business Planning Branch.



Background documents made available to Tenderers via compact disk

TDA'S SPATIAL DEVELOPMENT OBJECTIVES

1. Transit-Oriented Development (TOD)

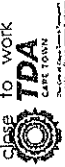
- The TOD Strategic Framework (2016) is TDA's long-term development strategy.
- It prescribes how new development should happen through planning, land use management and project implementation; and how existing public infrastructure should be transformed to address the legacy of apartheid spatial planning, the high cost of public transport, and urbanisation; while also stimulating economic growth.

2. Access to adequate housing

- An appropriate model of service delivery is required to improve living conditions and quality of life in informal contexts.
- The City has adopted an approach to mainstream basic service delivery, restructure service delivery interventions across housing sub-markets and promote security of tenure.

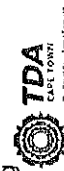
Objectives:

- New approach to integrate spatial and transport planning that prioritises more efficient land use, with increased densities and mixed uses.
- Prioritise development with access to public transport.
- Delivery of new housing opportunities not to happen in isolation, but in conjunction with access to work opportunities and access to public transport.
- Affordable housing will be provided on well-located land, close to work opportunities, schools, social amenities and social services.



Roles and Responsibilities of Business Planning

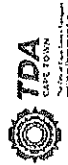
- **Business analysis:** developing cost models to inform business plans, business case assessments
- **Business Parameters:** determining appropriate specifications from a business perspective such as advertising, retail space, parking management, industry transition, fare system and tariffs, station management, travel demand management (TDM) and transit oriented development (TOD)
- **Business planning:** developing Business plans which includes developing funding and financing strategies
- **Business improvement:** Identification of measures and strategies to optimise current services and reduce operating costs, and testing of alternate approaches to existing services.



PART C3: SCOPE OF WORKS

Project Management and Facilitation Services

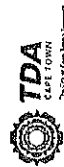
- Effective project management and facilitation between concurrent activities/projects/programmes of services required to expedite coordinated delivery of multiple work streams.
- The service provider must ensure that:
 - each functional area is conducted in an integrated and coordinated manner.
 - workstreams are integrated and informed by each another to ensure consistency.



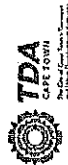
PART C3: SCOPE OF WORKS

Functional Area 1: Integrated Business Plans

- **Key Initial Deliverables:**
 - 1: Business Planning inputs into the Urban Rail Assignment Implementation Plan
 - 2: Business Strategy for Integrated Human Settlements
- Business Plans must be prepared in conjunction with one another, with some Business Plans progressively informing the next at varying degrees of detail.
- **Appendix A: Other Initial Deliverables** (pg 133) are part of the Scope for the tender but **are not part of the tender evaluation.**



7. Part C3: Scope Of Works



PART C3: SCOPE OF WORKS

Functional Area 1: Integrated Business Plans

- **Preparing integrated business plans requires:**
 - working transversally with relevant TDA functionalities to assess, cost and evaluate various scenarios and service delivery models;
 - to identifying business risks and opportunities;
 - and to assess and recommend business models to enhance financial and overall sustainability.
- The above steps are essential to formulate an effective business case based on a sound business logic, strategy and approach towards components of the Integrated Transport and Urban Development investment portfolios. This is necessary to ensure that quality services are delivered within the available funding envelope, and in so doing generate public value and ensure cost efficiency in public investment.



Key Initial Deliverable (1)

Business Planning inputs into the Urban Rail Assignment Implementation Plan and related Urban Rail business planning activities

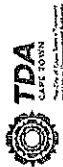
Background:

- Urban passenger rail services in Cape Town is in decline
- estimated 30% decline in passengers over past 2 years
- Results in increased road congestion and extended peak periods

Business Plan for the assignment of the Urban Rail function was approved by Council in October 2017 – recommends that the City proceeds to have the Urban Rail function and the associated subsidy assigned to the City.

TDA has been authorised to commence the process to take on the assignment of the Urban Rail function in a structured and incremental manner through preparing an **Assignment Implementation Plan (AIP)** and ultimately to develop a comprehensive rail master plan.

Refer to *Functional Area 1 of Part C3: Scope of Work, p119*



Key Initial Deliverable (1)

Business Planning inputs into the Urban Rail Assignment Implementation Plan and related Urban Rail business planning activities

Business Planning inputs into the AIP must:

- Assess the **business feasibility** for the City to take the assignment of the Urban Rail function.
- **Analyse the Urban Rail business structure, operating model, and the operational cost and capital requirements**, and any further aspects.
- **Identify key business risks** associated with the assignment and appropriate mitigation strategies for the City
- Assess whether the **level of funding and grant appropriations** (operational and capital) **will be sufficient**
- Develop an **objective approach to budget allocation** and subsidisation of Urban Rail for detailed engagement with NDoT and NT;

It is envisaged that further business planning work will be required for Urban Rail after this piece of work.



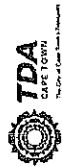
Key Initial Deliverable (2)

Business Strategy for Integrated Human Settlements and related Human Settlement Business Plan activities

Background:

- The trend of rapid urbanization in Cape Town has led to the demand for formal housing continuing to exceed supply.
- The limited supply of affordable housing products available to those outside the subsidy band contributes to the inability of many Cape Town residents to access the formal housing market.
- The City is currently preparing for Level 3 Accreditation which is assignment of the Human Settlements function.
- The Business Strategy assumes that assignment of the function is in place by 01 July 2018, and thus is required to give strategic guidance to the implementation, management and operation of subsidized human settlement projects in the city, including the provision of municipal services and infrastructure which promotes an incremental approach to the provision of adequate housing.

Refer to *Functional Area 1 of Part C3: Scope of Work, p119*



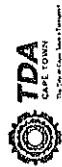
Key Initial Deliverable (2)

Business Strategy for Integrated Human Settlements and related Human Settlement Business Plan activities

The Business Strategy process is to undertake:

- A **viability assessment of business models** for the provision, management and maintenance of **subsidised, social and rental housing products**.
- Incorporating scenario planning and trends analysis.
- A methodology needs to be developed to ensure this assessment is undertaken at an appropriate level of detail and incorporates relevant factors, such as:
 - institutional aspects, legal considerations, financial viability and life-cycle costs and benefits – to both the City and households. (factors may require further development)

It is envisaged that further business planning work will be required in support of Integrated Human Settlements, aside from this piece of work.



PART C3: SCOPE OF WORKS

Functional Area 2: Business Analysis

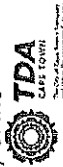
1. Cost and income modelling, including long term modelling
2. Long term financial planning

Description:

- In-depth analysis and modelling of elements and indicators that impact on the short and long term financial viability of public transport in Cape Town.

Examples:

- Developing operating cost models and cost-benefit analysis as required based on business planning processes described in Functional Area 1
- Providing input into the detailed assessment of the flow, control, and disbursement of revenues (including subsidies) to the relevant parties with the intent to improve the overall sustainability of the business structure of TDA.



The City of Cape Town
Transport Development Authority

PART C3: SCOPE OF WORKS

Functional Area 3: Business Design of Parameters and Service Specifications

The development of:

- appropriate business parameters and service specifications from a sustainable business perspective to inform the functional and contractual design of TDA projects and programmes
- appropriate incentive and disincentive structures aligned to the Employers strategic interest as input towards the drafting of TDA contracts.
- business parameters for other streams within TDA (Integrated Transport, Urban Development Investment, TDA Business Support, Urban Integration, Environmental Management and Development Management).

Examples:

- Providing appropriate advice, including legal drafting input required into operational contracts, required to achieve the desired incentive structure
- Professional support during the process of negotiations with service providers, in as far as this relates to parameters / specifications etc.



Refer to Functional Area 3 of Part C3: Scope of Work, pg. 123

PART C3: SCOPE OF WORKS

Functional Area 4: Business Improvement Strategies

Opportunities for revenue generation and revenue management

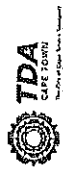
1. Property Development

Develop an approach within Urban Rail and MyCiti station precincts to encourage mixed use development linked to value capture mechanisms to facilitate TOD.

2. Opportunities for revenue enhancement

The development of revenue-enhancement levers, income-generating opportunities and mechanisms to improve existing revenue, have been identified as areas of Business Improvement which require further investigation.

- Examples: city-wide parking levies; property value capture along corridors (especially around transport interchanges); fuel levies; management of transport-related services in return for fees in favour of the metropolitan land transport fund.



Refer to paragraph Functional Area 4 of Part C3: Scope of Work, pg. 124

PART C3: SCOPE OF WORKS

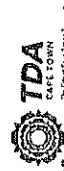
Functional Area 5: Ancillary Support

The Service Provider may also be requested by the Project Manager to provide the following categories of ancillary support services :

11.1 Peer review – Panel of Experts

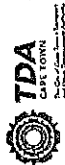
11.2 Advisory support to planning activities and implementation

11.3 Other ancillary support

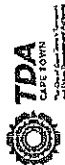


Refer to paragraph 11: Functional Area 3 of Part C3: Scope of Work, pg. 125

Q & A



8. Other Items Requiring Clarification



THANK
YOU

Dawie Bosch
Manager
021 4009135
Dawie.bosch@capetown.gov.za



CITY OF CAPE TOWN

TOA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

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. 198C/2017/18: PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and adds herewith, 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 Tenderer 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 RATES AND RECOVERABLE EXPENSES WERE CONFIRMED BY THE SUPPLY CHAIN MANAGEMENT BID ADJUDICATION COMMITTEES ACCEPTANCE OF THE OFFER ON _____

THE RATES AND RECOVERABLE EXPENSES ARE CONTAINED IN THE PRICING SCHEDULE IN PART C2.2

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 Tenderer in the conditions of contract identified in the contract data.

Signature _____

Name _____

Capacity _____

for the Tenderer

(Name and address of organization/Tenderer)

Name and signature of witness _____

Date 28/03/2018

INITIALS OF CITY OFFICIALS AT TENDER OPENING		
1.	2.	3.

Contract 01.1
Part 01: Agreements and contract data
Tender No. 198C/2017/18

Form of offer and acceptance

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 Tenderer 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: Background 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 clause F.1.1 of 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). Unless the tenderer (now service provider) within five working days of the date of such receipt notifies the employer in writing of any reason why he does not accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Name

Capacity

for the

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

Place: Civic Centre
Date: 28/11/19

Name and
signature
of witness Date 28/11/19

C2.2 Pricing Schedule

PRICING TABLE 1 - RESOURCE SUB-CATEGORY RATE / HOUR

Notes: i See cl F.4.10 of Tender Data.
ii VAT to be included in Pricing Table 1 and 2. VAT is included as separate line item in Pricing Table 3.

Total estimated level of effort (hours): 38000

Category Weighting	Category of Staff	Sub-category Weighting	Resource Code	Description (eg. Specialist positions, not name of individual)	Rate (per hour)	Weighted value of sub-category (hourly rate x Number of hours)	Amount
14%	Category A Staff Total Hours for Category: 5320	10,0%	A1	Contract Lead	R	R	R
		8,0%	A2	Senior Business Strategist	R	R	R
		10,0%	A3	Integrated Public Transport Planning Specialist	R	R	R
		8,0%	A4	Cost modelling specialist	R	R	R
		8,0%	A5	Service Provider's Project Manager	R	R	R
		3,0%	A6	Business Parameter and Specifications Specialist	R	R	R
		8,0%	A7	BRT Business Strategist	R	R	R
		5,0%	A8	Rail Business Strategist	R	R	R
		5,0%	A9	Legacy Road Based Public Transport Specialist	R	R	R
		4,0%	A10	Minibus taxi specialist	R	R	R
		5,0%	A11	Human Settlements Institutional and Finance Specialist	R	R	R
		2,0%	A12	Town / Spatial Planning Specialist	R	R	R
		8,0%	A13	Public Transport Operations Specialist	R	R	R
		4,0%	A14	Urban Infrastructure Cost Modelling Specialist	R	R	R
		4,0%	A15	Legal Specialist	R	R	R
		2,0%	A16	Facility Management Specialist	R	R	R
		2,0%	A17	Information Technology Specialist	R	R	R
		2,0%	A18	Property Economist and Market Specialist	R	R	R
		0,5%	A19	Auxiliary Specialist 1	R	R	R
		0,5%	A20	Auxiliary Specialist 2	R	R	R
		0,5%	A21	Auxiliary Specialist 3	R	R	R
		0,5%	A22	Auxiliary Specialist 4	R	R	R
42%	Category B Staff Total Hours for Category: 15960	6,0%	B1	Contract Lead	R	R	R
		8,0%	B2	Senior Business Strategist	R	R	R
		8,0%	B3	Integrated Public Transport Planning Specialist	R	R	R
		8,0%	B4	Cost modelling specialist	R	R	R
		6,0%	B5	Service Provider's Project Manager	R	R	R
		3,0%	B6	Business Parameter and Specifications Specialist	R	R	R
		7,0%	B7	BRT Business Strategist	R	R	R
		6,0%	B8	Rail Business Strategist	R	R	R
		6,0%	B9	Legacy Road Based Public Transport Specialist	R	R	R
		6,0%	B10	Minibus taxi specialist	R	R	R
		8,0%	B11	Human Settlements Institutional and Finance Specialist	R	R	R

Category Weighting	Category of Staff	Sub-category Weighting	Resource Code	Description (eg. Specialist positions, not name of individual)	Rate (per hour)	Weighted value of sub-category (hourly rate x Number of hours)	Unit
			B12	Town / Spatial Planning Specialist	R	R	R
		4,0%	B13	Public Transport Operations Specialist	R	R	R
		8,0%	B14	Urban Infrastructure Cost Modelling Specialist	R	R	R
		3,0%	B15	Legal Specialist	R	R	R
		5,0%	B16	Facility Management Specialist	R	R	R
		2,0%	B17	Information Technology Specialist	R	R	R
		2,0%	B18	Property Economist and Market Specialist	R	R	R
		2,0%	B19	Auxiliary Resource 1	R	R	R
		0,5%	B20	Auxiliary Resource 2	R	R	R
		0,5%	B21	Auxiliary Resource 3	R	R	R
		0,5%	B22	Auxiliary Resource 4	R	R	R
20%	Category C Staff Total Hours for Category: 7600		C1	Contract Lead	R	R	R
		5,0%	C2	Senior Business Strategist	R	R	R
		6,0%	C3	Integrated Public Transport Planning Specialist	R	R	R
		9,0%	C4	Cost modelling specialist	R	R	R
		6,0%	C5	Service Provider's Project Manager	R	R	R
		13,0%	C6	Business Parameter and Specifications Specialist	R	R	R
		3,0%	C7	BRT Business Strategist	R	R	R
		3,0%	C8	Rail Business Strategist	R	R	R
		3,0%	C9	Legacy Road Based Public Transport Specialist	R	R	R
		3,0%	C10	Minibus taxi specialist	R	R	R
		3,0%	C11	Human Settlements Institutional and Finance Specialist	R	R	R
		6,0%	C12	Town / Spatial Planning Specialist	R	R	R
		8,0%	C13	Public Transport Operations Specialist	R	R	R
		5,0%	C14	Urban Infrastructure Cost Modelling Specialist	R	R	R
		5,0%	C15	Legal Specialist	R	R	R
		8,0%	C16	Facility Management Specialist	R	R	R
		4,0%	C17	Information Technology Specialist	R	R	R
		5,0%	C18	Property Economist and Market Specialist	R	R	R
		0,5%	C19	Auxiliary Resource 1	R	R	R
		0,5%	C20	Auxiliary Resource 2	R	R	R
		0,5%	C21	Auxiliary Resource 3	R	R	R
		0,5%	C22	Auxiliary Resource 4	R	R	R
14%	Category D Staff Total Hours for Category: 5320		D1	Business / Finance Resource	R	R	R
		8,0%	D2	Operational Resource	R	R	R
		10,0%	D3	Systems Resource	R	R	R
		10,0%	D4	Technical Resource	R	R	R
		10,0%	D5	Planning Resource	R	R	R
		10,0%	D6	Cost modelling Support	R	R	R
		30,0%	D7	Transport / Land-use modelling Support	R	R	R
		10,0%	D8	Legal Support	R	R	R
		0,5%	D9	Auxiliary Resource 1	R	R	R
		0,5%	D10	Auxiliary Resource 2	R	R	R
		0,5%	D11	Auxiliary Resource 3	R	R	R
		0,5%	D12	Auxiliary Resource 4	R	R	R

Category Weighting	Category of Staff	Sub-category Weighting	Resource Code	Description (eg. Specialist positions, not name of individual)	Rate (per hour)	Weighted value of sub-category (hourly rate x Number of hours)	Unit
10%	Category E Staff Total Hours for Category: 3800	12.0%	E1	Business / Financial Support	R	R	R
		12.0%	E2	Systems Support	R	R	R
		15.0%	E3	IT Support	R	R	R
		20.0%	E4	Project Management Support	R	R	R
		20.0%	E5	Technical Support	R	R	R
		15.0%	E6	Field Staff	R	R	R
		5.0%	E7	Student	R	R	R
		0.5%	E8	Auxiliary Resource 1	R	R	R
		0.5%	E9	Auxiliary Resource 2	R	R	R

Notes: i. See cl F.4.10 of Tender Data.

ii. To see calculations in the electronic file, change text colour of last column/s to black, if necessary

iii. Complete cells with grey shading

iv. VAT to be excluded in Pricing Table 1 and 2

(VAT is included as separate line item in Pricing Table 3)

C2.2 Pricing Schedule

PRICING TABLE 2: RECOVERABLE EXPENSES

Item No.	Description	Unit	Quantity	Percentage	Amount
					R c
a)	Travel and accommodation.	Provisional Sum	-		1 100 000 -
b)	Estimated Provision for the peer review panel member fees (excluding administration and logistical costs associated with travel expenses - see Pricing Table 2a: FA5)	Provisional Sum	-		6 500 000 -
	Other recoverable expenses not included in rates. Refer to par 14 of Part 2.1 Pricing Assumptions	Provisional Sum			4 200 000 -
d)	SUB-TOTAL				11 800 000 -
e)	Extra over above Percentage Fee in respect of all administration of invoice and overhead charges relating to recoverable expenses listed in this table to a maximum of 5%	%			
TOTAL TO SUMMARY					

C2.2 Pricing Schedule

PRICING TABLE 1 - RESOURCE SUB-CATEGORY RATE / HOUR

Notes: i See cl F.4.10 of Tender Data.
ii VAT to be excluded in Pricing Table 1 and 2. VAT is included as separate line item in Pricing Table 3.

Total estimated level of effort (hours): 38000

Category Weighting	Category of Staff	Sub-category Weighting	Resource Code	Description (eg. Specialist positions, not name of individual)	Rate (per hour)	Weighted value of sub-category (hourly rate x Number of hours)	Amount
14%	Category A Staff Total Hours for Category: 5320						R 8,458,002
		10.0%	A1	Contract Lead	R 1,950	1,037,400	
		8.0%	A2	Senior Business Strategist	R 1,860	791,616	
		10.0%	A3	Integrated Public Transport Planning Specialist	R 1,320	702,240	
		8.0%	A4	Cost modelling specialist	R 1,320	561,792	
		8.0%	A5	Service Provider's Project Manager	R 1,440	612,864	
		3.0%	A6	Business Parameter and Specifications Specialist	R 1,440	229,824	
		8.0%	A7	BRT Business Strategist	R 2,400	1,021,440	
		5.0%	A8	Rail Business Strategist	R 1,600	425,600	
		5.0%	A9	Legacy Road Based Public Transport Specialist	R 1,500	399,000	
		4.0%	A10	Minibus taxi specialist	R 1,320	280,896	
		5.0%	A11	Human Settlements Institutional and Finance Specialist	R 1,200	319,200	
		2.0%	A12	Town / Spatial Planning Specialist	R 1,200	127,680	
		8.0%	A13	Public Transport Operations Specialist	R 1,700	723,520	
		4.0%	A14	Urban Infrastructure Cost Modelling Specialist	R 1,400	297,920	
		4.0%	A15	Legal Specialist	R 1,200	255,360	
		2.0%	A16	Facility Management Specialist	R 1,700	180,880	
		2.0%	A17	Information Technology Specialist	R 1,200	127,680	
		2.0%	A18	Property Economist and Market Specialist	R 1,800	191,520	
		0.5%	A19	Auxiliary Specialist 1	R 1,290	34,314	
		0.5%	A20	Auxiliary Specialist 2	R 1,440	38,304	
		0.5%	A21	Auxiliary Specialist 3	R 1,725	45,885	
		0.5%	A22	Auxiliary Specialist 4	R 1,995	53,067	
							R 24,366,132
42%	Category B Staff Total Hours for Category: 15960						
		6.0%	B1	Contract Lead	R 1,950	1,867,320	
		8.0%	B2	Senior Business Strategist	R 1,860	2,374,848	
		8.0%	B3	Integrated Public Transport Planning Specialist	R 1,320	1,685,376	
		8.0%	B4	Cost modelling specialist	R 1,320	1,532,160	
		6.0%	B5	Service Provider's Project Manager	R 1,320	1,264,032	
		3.0%	B6	Business Parameter and Specifications Specialist	R 1,440	689,472	
		7.0%	B7	BRT Business Strategist	R 2,400	2,681,280	
		6.0%	B8	Rail Business Strategist	R 1,600	1,532,160	
		6.0%	B9	Legacy Road Based Public Transport Specialist	R 1,500	1,436,400	
		6.0%	B10	Minibus taxi specialist	R 1,320	1,264,032	
		8.0%	B11	Human Settlements Institutional and Finance Specialist	R 1,200	1,532,160	
		4.0%	B12	Town / Spatial Planning Specialist	R 1,200	766,080	

Category Weighting	Category of Staff	Sub-category Weighting	Resource Code	Description (eg. Specialist positions, not name of individual)	Rate (per hour)	Weighted value of sub-category (hourly rate x Number of hours)	Amount
					R	R	R
		8.0%	B13	Public Transport Operations Specialist	1,700	2,170,560	
		3.0%	B14	Urban Infrastructure Cost Modelling Specialist	1,400	670,320	
		5.0%	B15	Legal Specialist	1,200	957,600	
		2.0%	B16	Facility Management Specialist	1,700	542,640	
		2.0%	B17	Information Technology Specialist	1,000	319,200	
		2.0%	B18	Property Economist and Market Specialist	1,800	574,560	
		0.5%	B19	Auxiliary Resource 1	1,200	95,760	
		0.5%	B20	Auxiliary Resource 2	1,420	113,316	
		0.5%	B21	Auxiliary Resource 3	1,725	137,665	
		0.5%	B22	Auxiliary Resource 4	1,995	159,201	
20%	Category C Staff Total Hours for Category: 7600				R	R	8,074,107
		5.0%	C1	Contract Lead	1,000	380,000	
		6.0%	C2	Senior Business Strategist	1,000	456,000	
		9.0%	C3	Integrated Public Transport Planning Specialist	1,200	820,800	
		6.0%	C4	Cost modelling specialist	1,150	524,400	
		13.0%	C5	Service Provider's Project Manager	1,440	1,422,720	
		3.0%	C6	Business Parameter and Specifications Specialist	900	205,200	
		3.0%	C7	BRT Business Strategist	1,200	273,600	
		3.0%	C8	Rail Business Strategist	900	205,200	
		3.0%	C9	Legacy Road Based Public Transport Specialist	900	205,200	
		3.0%	C10	Minibus taxi specialist	900	205,200	
		3.0%	C11	Human Settlements Institutional and Finance Specialist	900	205,200	
		6.0%	C12	Town / Spatial Planning Specialist	800	364,800	
		8.0%	C13	Public Transport Operations Specialist	1,200	729,600	
		5.0%	C14	Urban Infrastructure Cost Modelling Specialist	900	342,000	
		5.0%	C15	Legal Specialist	900	342,000	
		8.0%	C16	Facility Management Specialist	900	547,200	
		4.0%	C17	Information Technology Specialist	1,000	304,000	
		5.0%	C18	Property Economist and Market Specialist	1,000	380,000	
		0.5%	C19	Auxiliary Resource 1	900	34,200	
		0.5%	C20	Auxiliary Resource 2	950	36,100	
		0.5%	C21	Auxiliary Resource 3	1,163	44,175	
		0.5%	C22	Auxiliary Resource 4	1,224	46,512	
14%	Category D Staff Total Hours for Category: 5320				R	R	3,990,000
		8.0%	D1	Business / Finance Resource	750	319,200	
		10.0%	D2	Operational Resource	750	399,000	
		10.0%	D3	Systems Resource	750	399,000	
		10.0%	D4	Technical Resource	750	399,000	
		10.0%	D5	Planning Resource	750	399,000	
		10.0%	D6	Cost modelling Support	750	399,000	
		30.0%	D7	Transport / Land-use modelling Support	750	1,197,000	
		10.0%	D8	Legal Support	750	399,000	
		0.5%	D9	Auxiliary Resource 1	750	19,950	
		0.5%	D10	Auxiliary Resource 2	750	19,950	
		0.5%	D11	Auxiliary Resource 3	750	19,950	
		0.5%	D12	Auxiliary Resource 4	750	19,950	

Category Weighting	Category of Staff	Sub-category Weighting	Resource Code	Description (eg. Specialist positions, not name of individual)	Rate (per hour)	Weighted value of sub-category (hourly rate x Number of hours)	Amount
10%	Category E Staff Total Hours for Category: 3800	12.0%	E1	Business / Financial Support	R 550	R 250,800	R 2,090,000
		12.0%	E2	Systems Support	R 550	R 250,800	
		15.0%	E3	IT Support	R 550	R 313,500	
		20.0%	E4	Project Management Support	R 550	R 418,000	
		20.0%	E5	Technical Support	R 550	R 418,000	
		15.0%	E6	Field Staff	R 550	R 313,500	
		5.0%	E7	Student	R 550	R 104,500	
		0.5%	E8	Auxiliary Resource 1	R 550	R 10,450	
		0.5%	E9	Auxiliary Resource 2	R 550	R 10,450	

Notes: i. See cl F.4.10 of Tender Data.

ii. To see calculations in the electronic file, change text colour of last column/s to black, if necessary

iii. Complete cells with grey shading

iv. VAT to be excluded in Pricing Table 1 and 2

(VAT is included as separate line item in Pricing Table 3)

C2.2 Pricing Schedule

PRICING TABLE 2: RECOVERABLE EXPENSES

Item No.	Description	Unit	Quantity	Percentage	Amount R c
a)	Travel and accommodation.	Provisional Sum	-		1,100,000 -
b)	Estimated Provision for the peer review panel member fees (excluding administration and logistical costs associated with travel expenses - see Pricing Table 2a: FA5)	Provisional Sum	-		6,500,000 -
	Other recoverable expenses not included in rates. Refer to par 14 of Part 2.1 Pricing Assumptions	Provisional Sum	-		4,200,000 -
d)	SUB-TOTAL				11,800,000 -
e)	Extra over above Percentage Fee in respect of all administration of invoice and overhead charges relating to recoverable expenses listed in this table to a maximum of 5%	%		5.00%	590,000.00
TOTAL TO SUMMARY					12,390,000

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

Notes: i. See cl F.4.10 of Tender Data.

ii. To see calculations in the electronic file, change text colour of last column/s to black

iii. The tender price carried forward to C1.1 is for evaluation purposes only and is NOT a contract sum.

iv. Complete cells with grey shading / underlined with "....."

v. VAT to be excluded in Pricing Table 1a, 1b and 2 (VAT is included as separate line item in Pricing Table 3)

PRICING TABLE 3: SUMMARY OF PRICING SCHEDULE

PRICING TABLE 1 - FUNCTIONAL AREA PRICING

A:	Total Category A Staff	R	8,458,002
B:	Total Category B Staff	R	24,366,132
C:	Total Category C Staff	R	8,074,107
D:	Total Category D Staff	R	3,990,000
E:	Total Category E Staff	R	2,090,000
F:	SUB-TOTAL (Items A - E)		46,978,241

PRICING TABLE 2 - RECOVERABLE EXPENSES

G	TOTAL OF RECOVERABLE EXPENSES	R	12,890,000
H	SUB-TOTAL (Items F + G)	R	59,368,241
I	VALUE ADDED TAX ADD: VAT at the rate of 14% of R above	R	8,311,554
J	TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE (I+J)	R	67,679,795

I, the undersigned, do hereby declare that the above is a properly priced Pricing Schedule forming part of this Contract Document upon which my/our tender for Tender No 198C/2017/18 PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY is based.

SIGNED ON BEHALF OF THE TENDERER:

ENTER SERIAL No.:	
SIGNATURE OF OFFICIALS	
12	3

CITY OF CAPE TOWN

TDA BUSINESS RESOURCE MANAGEMENT

Tender No. 198C/2017/18

PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY

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 198C/2017/18: PROVISION OF PROFESSIONAL SERVICES: BUSINESS PLANNING, TRANSPORT AND URBAN DEVELOPMENT AUTHORITY

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto, 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 Tenderer 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 RATES AND RECOVERABLE EXPENSES WERE CONFIRMED BY THE SUPPLY CHAIN MANAGEMENT
BID ADJUDICATION COMMITTEES ACCEPTANCE OF THE OFFER ON _____.**

THE RATES AND RECOVERABLE EXPENSES ARE CONTAINED IN THE PRICING SCHEDULE IN PART C2.2.

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 names as the Tenderer in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the Tenderer

(Name and
address of
organization/Tenderer).

Name and
signature
of witness Date

*Replaced by the
next page.*

For official use
INITIALS OF CITY OFFICIALS AT TENDER OPENING
1. <i>[Signature]</i>

Contract C1.1
Part C1: Agreements and contract data
Tender No. 198C/2017/18