

TENDER NO. 253C/2016/17



CITY OF CAPE TOWN
ISIIXEKO SASEKAPA
STAD-KAAPSTAD

SCM - 515 | Approved by SCM Director: 29/10/2014

Version: 1

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CONTRACT DOCUMENT

FOR THE

PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

(RETURNABLE DOCUMENT)

NOTE:

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

ISSUED BY:

**DIRECTOR : HUMAN
SETTLEMENT
IMPLEMENTATION
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.

FEBRUARY 2017

CITY OF CAPE TOWN

HUMAN SETTLEMENTS

CONTRACT NO. 253C/2016/17

PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING
DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

General Tender Information

TENDER ADVERTISED	:	24 February 2017
CLARIFICATION MEETING	:	10h00 on 15 March 2017 (Not compulsory but strongly recommended)
VENUE FOR CLARIFICATION MEETING	:	Offices of the City of Cape Town, Plessey Building, Cnr. Victoria and Main Road, Plumstead, Cape Town
CLOSING DATE	:	24 March 2017
CLOSING TIME	:	10h00
CLOSING VENUE	:	Tender Box 167 at the Tender Submission Office, 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town
TENDER BOX 167	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.

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

CITY OF CAPE TOWN

HUMAN SETTLEMENTS

CONTRACT NO. 253C/2016/17

PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING
DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

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CITY OF CAPE TOWN

HUMAN SETTLEMENTS

CONTRACT NO. 253C/2016/17

PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING
DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

T1.1 Tender Notice and Invitation to Tender

The CITY OF CAPE TOWN, Director : Human Settlements, invites tenders for Tender No. 253C/2016/17: Provision of Professional Services: Preliminary Design, Design and Tender, Working Drawings and Construction Monitoring: Hanover Park Housing Project

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

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

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

The physical address for collection of tender documents is:

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

Documents may be collected during working hours between 08:30 –15:00 from **24 February 2017**.

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

Queries relating to any issues in these documents may be addressed to-Mr [redacted] Tel No. [redacted]
e-mail: n@capetown.gov.za.

A non-compulsory but strongly recommended clarification meeting with representatives of the Employer will be held on **15 March 2017 at 10h00** at the offices of the City of Cape Town, Human Settlements, Plessey Building, Cnr Victoria and Main Road, Plumstead.

The closing time for receipt of tenders is **10h00 on 24 March 2017**.

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

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

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

CITY OF CAPE TOWN

HUMAN SETTLEMENTS

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PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

T1.2 Tender Data

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

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

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

Clause number Tender Data

F.1 General

F.1.1 Actions

Add the following:

The Employer is the City of Cape Town, represented by the Director: Human Settlements.

F.1.2 Tender Documents

Add the following:

The following documents form part of this tender:

1. The **Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015)** as published by the Construction Industry Development Board. Tenderers must obtain copies at their own cost from the Construction Industry Development Board Pretoria, Tel. (012) 343 7136 or (012) 481 9030, Fax: (012) 343 7153, e-mail: cidb@cidb.org.za.
2. The relevant sections as described in the Scope of Services of the **Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000)**, Board Notice 117 of 2013 as gazetted in Government Gazette No. 36529, 3 June 2013.
4. The City of Cape Town's **Example CIDB document for Civil Contracts (SCM 509)**, latest version, obtainable on request from the Employer.



This tender document (which may also be obtained in electronic format – or parts thereof – in terms of F4.10) issued by the Employer (Tender No. 253/2016/17: PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT), in which is bound:.

The Tender

Part T1: Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable Documents

T2.1 List of returnable documents

T2.2 Returnable schedules

The Contract

Part C1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Occupational Health and Safety Agreement

Part C2: Pricing data

C2.1 Pricing Assumptions

C2.2 Activity Schedule

Part C3: Scope of work

C3.1 Scope of Work

C3.2 Annexes

Part C4: Site information

C4.1 Site information

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

F.1.4 Communication and employer's agent

Add the following:

Attention is drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's agent, for the purposes of any communication between the employer and tenderer, is:

Name:

Postal address:

Piumsteadu, 8000

Tel:

E-mail: info@capetown.gov.za

F.1.6.2 Competitive negotiation procedure

Add the following to F.1.6.2

A competitive negotiation procedure will not be followed.

F.1.6.3 Proposal procedure using the two-stage system

Add the following to F.1.6.3

A two-stage system will not be followed.

F.2 Tenderer's obligations

F.2.1 Eligibility

Add the following to F.2.1.1

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

F.2.1.1.1 City of Cape Town Vendor Database Registration

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

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

F.2.1.1.2

Local office

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

F.2.1.1.3

Key personnel

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

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

- a) A **Project Manager (Team Leader)** with an appropriate post-graduate qualification in the built environment and at least 5 (five) years verifiable post graduate experience in the management of low cost housing development who will be responsible for all work carried out in terms of this tender.
- b) A **Town Planner** who is registered with SACPLAN with at least 5 (five) years verifiable post graduate experience in town planning practice who will be responsible for all work carried out in terms of this tender.
- c) A **Land Surveyor** with at least 5 (five) years verifiable post graduate experience in surveying low income housing developments who will be responsible for all work carried out in terms of this tender.
- d) An **Environmental Assessment Practitioner** with at least 5 (five) years verifiable post graduate experience in environmental impact assessments, who will be responsible for all work carried out in terms of this tender.
- e) An ECSA registered **Civil Engineer or Civil Engineering Technologist** with at least 5 (five) years verifiable post graduate experience in the design and construction of low cost housing developments and in possession of NQF 7 certification (Labour Intensive Construction Methodology) who will be responsible for all work carried out in terms of this tender.
- f) A Professional **Architect or Urban Designer** who is registered as such with the South African Council for the Architectural Profession (SACAP), with at least 5 (five) years verifiable post graduate experience and who has provided architectural services to at least two (2) subsidised housing projects.
- g) An **Electrical Engineer or Electrical Engineering Technologist** with at least 5 (five) years verifiable post graduate experience who will be responsible for all work carried out in terms of this tender.
- h) A **Beneficiary Administrator** with at least 3 (three) years verifiable experience in low income housing developments who will be responsible for all work carried out in terms of this tender.

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

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

F.2.1.1.4

Support resources

The Project Leader, Project Engineers and Architect must have access to, and familiarity with software packages that are capable of executing the works. Details of software packages that will be used must be indicated on Schedule 10, Part T2.2: Returnable Schedules.

F.2.1.1.5

Professional indemnity insurance

The employer shall not award a contract to any tenderer that does not hold valid Professional Indemnity (PI) insurance providing cover in an amount of not less than R5 000 000 in respect of each and every claim during the period of insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the Tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be submitted with the tender, appended to Schedule 11, Part T2.2: Returnable Schedules.

Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.

F.2.1.1.6 Track record of tenderer

Not used.

F.2.1.1.7 Minimum score for quality

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

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

	Description of quality criteria	Maximum possible score
1.	Proposed work plan (approach and methodology)	15
2.	Specific experience of key personnel	25
3.	Support personnel and resources	10
	Maximum possible score	50

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

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

1. Proposed Work Plan (approach and methodology)

Description of quality criteria	Applicable points	Maximum points available
Proposed work plan (approach and methodology)	Interpretation of Project Brief	
	Clear understanding of project requirements (7 points)	7
	Reasonable understanding of project requirements (5 points)	
	Poor understanding of project requirements (3 points)	
	Poorly documented or not documented (0 points)	
	Approach / Methodology/ Work Plan	
	Workplan clearly described (8 points)	8
	Workplan reasonably described (6 points)	
	Workplan poorly described (4 points)	
	Poorly documented or not documented (0 points)	

2. Specific Experience of Key Personnel

Description of quality criteria	Applicable points	Maximum points available
Specific experience of key personnel	PROJECT MANAGER (TEAM LEADER)	
	Functioned as a project manager (team leader) in 4 or more multi-disciplinary projects in a subsidised housing environment in the past 8 yrs	4
	Functioned as a project manager (team leader) in 2 – 3 similar multi-disciplinary projects in a subsidised housing environment in the past 8 yrs	3
	TOWN PLANNER	
	Functioned as the principal town planner in 4 or more similar multi-disciplinary projects in the past 8 yrs	3
	Functioned as the principal town planner in 2 - 4 similar multi-disciplinary projects in the past 8 yrs	2
	LAND SURVEYOR	
	Functioned as land surveyor in 4 or more similar multi-disciplinary projects in the past 8 yrs	3
	Functioned as land surveyor in 2 - 3 similar multi-disciplinary projects in the past 8 yrs	2
	ENVIRONMENTAL ASSESSMENT PRACTITIONER	
	Functioned as environmental assessment practitioner in 4 or more similar multi-disciplinary projects in the past 8 yrs	3
	Functioned as environmental assessment practitioner in 2 - 3 similar multi-disciplinary projects in the past 8 yrs	2
	CIVIL ENGINEER OR CIVIL ENGINEERING TECHNOLOGIST	
	Functioned as principal civil engineer in 4 or more similar multi-disciplinary projects in the past 8 yrs	3
	Functioned as principal civil engineer in 2 – 3 similar multi-disciplinary projects in the past 8 yrs	2
	ARCHITECT OR URBAN DESIGNER	
	Functioned as principal architect in 4 or more similar projects in the past 8 yrs	3
	Functioned as principal architect in 2 – 3 similar projects in the past 8 yrs	2
	ELECTRICAL ENGINEER OR ELECTRICAL ENGINEERING TECHNOLOGIST	
	Functioned as principal electrical engineer in 4 or more similar projects in the past 8 yrs	3
	Functioned as principal electrical engineer in 2 – 3 similar projects in the past 8 yrs	2
	BENEFICIARY ADMINISTRATOR	
	Successfully completed beneficiary administration in 3 or more subsidised housing projects in the past 8 yrs	3
	Successfully completed beneficiary administration in at least 1 similar projects in the past 8 yrs	2

3. Support Personnel and resources

Support personnel and resources	SUPPORT PERSONNEL	
	Proof of availability of suitably qualified and experienced construction monitoring staff • Environmental Control Officer • Clerk of Works • Health & Safety Officer	3
	Proof of availability of administrative capacity	3
	SUPPORT RESOURCES	
	Proof of ownership or rental agreement of relevant software packages (CAD, etc)	2
	Proof of ownership or rental agreement of relevant hardware support (computers/ laptops/ plotters etc)	2
TOTAL POSSIBLE SCORE		50

1. **Interpretation of Brief and Proposed work plan**

A proposed work plan must be provided with the tender submission, attached to Schedule 12, Part T2.2: Returnable Schedules, which must be of sufficient detail (but preferably not more than 5 pages in length) to indicate that the project brief has been understood. That is, tenderers must show that they have appreciated that the nature of the problem, and indicate the approach and methodology that they intend following in order to reach the required outcome. Points will be awarded if tenderers show an understanding of the different stages of work (milestones) that occur in planning and implementing a typical subsidised housing project, and the timeframes against which these take place.

2. **Specific Experience of Key Personnel**

Tenderers must complete Schedule 13, Part T2.2, Returnable Schedules, which is a list all relevant works that have been successfully completed in their local office (see clause F.2.1.2 for what constitutes a local office) in the past eight years, or that are underway at present.

It is essential that suitably qualified and experienced personnel be assigned to this project. Aside from submitting a general CV for each of the key personnel (required in terms of clause F.2.1.3) tenderers must submit a statement for each of the key personnel which highlights any particular fields of specialization and experience that is relevant to this particular project. These statements must be appended to Schedule 13, Part T2.2: Returnable Schedules.

3. **Availability/allocation of personnel and support resources**

Tenderers must indicate what human resources, **other than** the key personnel listed in clause F.2.1.1.3 above, they have at their disposal and intend allocating to this project as and when required. These resources could, for example, include a tender documentation specialist, environmental control officer, CAD operators/architectural draft persons/modellers, or experienced construction monitoring staff, amongst others. All personnel (other than key personnel) shall be listed on Schedule 16, Part T2.2 : Returnable Schedules. Up to 10 score points will be awarded for the appropriate allocation of support personnel and resources over and above the key personnel listed, with the applicable values as follows:

- Proof of availability and suitably qualified & experienced construction monitoring staff (relevant tertiary qualification and/ or 2 years experience)
- Proof of availability of administrative capacity to successfully execute the project
- Availability of relevant software packages to successfully undertake the design and execution of the project
- Availability of sufficient hardware to successfully undertake the design and execution of the project

Note: Where the entity tendering is a joint venture a score for track record will be awarded to each party to the joint venture, which will then be combined in proportion to the percentage contribution of each party to the joint venture.

- F.2.7 Clarification meeting**
Add the following:
 A non-compulsory but strongly recommended clarification meeting will be held on **15 March 2017 at 10h00** at the offices of the City of Cape Town, Plessey Building, Cnr Main and Victoria Roads, Plumstead.
- F.2.10.3 Price variations**
 Tenderers are referred to Clauses 3.9.3 and 3.16.2 in Part C1.2: Contract Data and to Part C2.1: Pricing Assumptions in the Pricing Data regarding contract price adjustment, as applicable.
- F.2.13 Submitting a tender offer**
Add the following to F.2.13.1
 F.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.
- Add the following to F.2.13.2:*
 F.2.13.2 Printed Activity Schedules, in the same format (that is, layout, scheduled items and quantities) as those issued electronically by the Employer on request, may be submitted in terms of F.4.10 c).
- Add the following to F.2.13.3*
 F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.
- Add the following after the first sentence of F.2.13.4:*
 F.2.13.4 The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
- Add the following to F.2.13.5:*
 F.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:
- | | |
|--------------------------------|---|
| Location of tender box: | Tender Box 167. |
| Physical address: | Tender Submission Office, 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. |
| Identification details: | Tender number : 253C/2016/17 |
| Title of tender : | Provision of Professional Services: Preliminary Design, Design and Tender, Working Drawings and Construction Monitoring: Hanover Park Housing Project |
| Name and address of tenderer : | (to be inserted by tenderer) |
- Sealed tenders with the Tenderer's name and address and the endorsement "**TENDER NO. 253C/2016/17: PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.
- Add the following to F.2.13.6:*
 F.2.13.6 A two-envelope procedure will **not** be followed.
- Add the following sub-clause after F.2.13.9:*
 F.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.
- F.2.15 Closing time**
Add the following to F.2.15.1:
 F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
- F.2.16 Tender offer validity**
Add the following to F.2.16.1:
 F.2.16.1 The tender offer validity period is **12 weeks (84 days)**. Tenderers are also referred to F.4.11 in respect of the Section 33 process.

Replace sub-clause F.2.16.2 with the following:

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

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

F.2.17 Clarification of tender offer after submission

Add the following:

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

F.2.18 Provide other material

Delete the following word in F.2.18.1:

F.2.18.1 notarized

Add the following to F.2.18.1:

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

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

F.2.23 Certificates

Add the following:

The tenderer is required to submit the following:

F.2.23.1 Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Service (SARS). In this regard, it is the responsibility of the Tenderer to submit documentary evidence in the form of an original valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).

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

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

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

In order to qualify for preference points, it is the responsibility of the Tenderer to submit the relevant certificate (either an original valid B-BBEE status level verification certificate in terms of the Construction Codes of Good Practice for Broad-Based Black Economic Empowerment or an Exempted Micro Enterprise certificate, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2011, to the Employer at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).

Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2011. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

F.3 The Employer's undertakings

F.3.2 Issue Addenda

Add the following:

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

F.3.4 Opening of tender submissions

Add the following to F.3.4.1:

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

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

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

F.3.8 Test for responsiveness

Replace sub-clause F.3.8.1 with the following:

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

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

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

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

- a) the tenderer does not comply with the eligibility criteria listed in F.2.1 above;
- b) the tenderer is not registered on the City of Cape Town's Vendor Database prior to the evaluation of submissions as stated in F.2.1.1.1 above;
- c) the tenderer has failed to clarify, or submit any supporting documentation within the time for submission stated in the employer's written request;
- d) the tenderer tenders a percentage fee on a sliding scale;
- e) the tenderer has failed to achieve the minimum score for quality as stated in F.2.1.1.7.

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

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

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Add the following:

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

- Step 1 (Only applicable where a minimum score for quality has been prescribed as a eligibility criterion). Evaluate all valid tender submissions in order to determine whether or not the minimum score for quality has been achieved. A tender will only be considered further if it achieves the required minimum quality score.

- Step 2 Conduct a preliminary ranking using **Method 2 Financial Offer and Preference** in accordance with F.3.11.3 a), b) and c) (excluding any tenders eliminated in Step 1)
- Step 3 Test three highest preliminary ranked tender offers for responsiveness, and reject any found to be non-responsive. Test additional tenders if necessary to ensure that a detailed evaluation of at least three responsive tenders is carried out, with Pm in Formula 2 (Option 1) (refer to F.3.11.7 below) being the most favourable comparative offer of the three.
- Step 4 Carry out a detailed evaluation of all of the highest preliminary ranked responsive tender offers as determined in Step 3.
- Step 5 Complete final ranking of tender offers and make a recommendation for award in accordance with F.3.11.3 c), d) and e). Note that, unless determined otherwise, all tender offers shall be deemed to be responsive and shall be included in the final ranking of tenders.

F.3.11.3 Method 2 : Financial offer and preferences

Add the following to F.3.11.3 d):

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

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

F.3.11.7 Scoring Financial Offers

Add the following:

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

F.3.11.8 Scoring Preferences

Add the following:

Points will be awarded to tenderers who are eligible for preferences in terms of Schedule 19: Preferencing Schedule (where preferences are granted in respect of B-BBEE contribution) which is included in T2.2 Returnable Schedules.

The terms and conditions of Schedule 19 shall apply in all respects to the tender evaluation process and any subsequent contract.

Points for Preference

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

Exempted Micro Enterprise or B-BBEE Status Level of Contributor

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

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

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

Exempted Micro Enterprises (EMEs)⁰

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

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

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

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

F.3.11.10 Risk Analysis

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

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- the tenderer's ability to fulfill its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the employer reserves the right to consider a tenderer's existing contracts with the City of Cape Town in this regard

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

F3.13 Acceptance of tender offer

Add the following to F.3.13:

F.3.13.1 Tender offers will only be accepted if:

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

F.3.13.2 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
- Objections, complaints, queries and disputes must be submitted in writing to the Manager: Statutory Compliance (Compliance and Auxiliary Services: Legal Services), 20th Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town or posted to Private Bag X9181, Cape Town, 8000 or faxed to (021) 400 5830.

F3.13.3 Appeals

- In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City in the implementation of its supply chain management system, may appeal against that decision by giving written notice of the

appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.

- b) An appeal must contain the following:
 - i) Reasons and/or grounds for the appeal
 - ii) The way in which the appellants rights have been affected
 - iii) Remedy sought by appellant
- c) Appeals must be submitted in writing to the Manager: Statutory Compliance (Compliance and Auxiliary Services: Legal Services), 20th Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town or posted by registered post to Private Bag X9181, Cape Town, 8000 or faxed to (021) 400 5830.

F.3.13.4 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

Clauses F.3.13.2 and F.3.13.3 do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

- a) All legal process and pleadings must be served on the Administrative Manager (Compliance and Auxiliary Services: Legal Services), 20th Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town.
- b) All requests in terms of PAJA and PAIA must be submitted in writing to the Manager: Statutory Compliance (Compliance and Auxiliary Services: Legal Services), 20th Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town, or faxed to (021) 400 5830 or by e-mail to access2info.act@capetown.gov.za.

F.3.16 Notice to unsuccessful tenderers

Replace the heading above with:

Notice to successful and unsuccessful tenderers

Add the following to F.3.16.1:

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

Replace sub-clause F.3.16.2 with the following:

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

F.3.17 Provide copies of the contract

Add the following:

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

F.4 Additional Conditions of Tender

The additional conditions of tender are:

F.4.1 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. Tenderers are to note that the Service Provider is required to ensure that all sub-consultants/sub-contractors or others engaged in the performance of this contract also comply with the above requirements.

F.4.2 Claims arising after submission of tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any tender and the Tenderer shall be deemed to have:

- a) read and fully understood the whole text of the Contract Data, Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- b) visited the site of any proposed works.
- c) requested the Employer or his duly authorised agent to make clear the actual requirements of anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

- d) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

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

F.4.3 Imbalance in tendered rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the Tenderer to amend these rates and lump sums along the lines indicated by it.

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

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

F.4.4 Invalid tenders

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

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

F.4.5 Negotiations with preferred tenderers

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

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

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

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

F.4.6 General supply chain management conditions applicable to tenders

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

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

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

- d) a person who is in the service of the state;
- e) a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
- f) an advisor or consultant contracted with the Employer; or
- g) a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity. "Involved with the bid specification committee" includes where a person, advisor or corporate entity (or its director) was involved in the initial stages of the project which resulted in the specification; and they are therefore prohibited from tendering for resulting contracts.

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

F.4.7 Combating abuse of the Supply Chain Management Policy

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

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

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

F.4.8 UIF payments

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

F.4.9 Consultancy services provided to organs of state

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

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

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

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

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

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

F.4.11

Contracts having future budgetary implications

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

Annex F (normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

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

F.1.4 Communication and employer's agent

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

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The Employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetic errors, omissions and discrepancies

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

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

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

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

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

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

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

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

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

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

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

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

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

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

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

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

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

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

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

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

F.3.11.8 Scoring preferences

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

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

F.3.11.9 Scoring quality

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

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

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

F.3.14. Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

Part T2: Returnable Documents

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

T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in non-erasable **black ink**:

1. Returnable Schedules required for tender evaluation purposes

	Pages
1: COMPULSORY ENTERPRISE QUESTIONNAIRE.....	31 – 32
2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	33 – 34
3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	35
4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	36
5: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER.....	37
6: CONFIRMATION OF CoCT VENDOR DATABASE REGISTRATION.....	38
7: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE.....	39
8: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER	40
9: KEY PERSONNEL	41 - 42
10: SUPPORT RESOURCES.....	43
11: PROFESSIONAL INDEMNITY INSURANCE	44
12: TRACK RECORD <i>Not used</i>	45
13: PROPOSED WORK PLAN.....	46
14: ISO 9001: 2008 CERTIFICATION <i>Not used</i>	47
15: OTHER CRITERIA	48

2. Other documents required for tender evaluation purposes

- a) Joint Venture Agreement (if applicable) - append to Schedule 3.
- b) Curriculum Vitae of Key Personnel as applicable - append to Schedule 9.
- c) Documentary evidence/proof of Professional Indemnity Insurance - append to Schedule 11.
- d) A proposed work plan - append to Schedule 13.
- e) Documentary evidence/proof of ISO 9001: 2008 certification – *not used*

3. Returnable Schedules that will be incorporated into the Contract

16: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)	49
17: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN.....	50
18: RECORD OF ADDENDA TO TENDER DOCUMENTS	51

4. Other documents that will be incorporated into the contract

19: PREFERENCING SCHEDULE (where preferences are granted in respect of B-BBEE contribution).....	52 - 54
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5. C1.1 The offer portion of the C1.1 Offer and Acceptance**6. C1.2 Contract Data (Part 2)****7. C2.2 Activity Schedule**

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

CITY OF CAPE TOWN

HUMAN SETTLEMENTS

CONTRACT NO. 253C/2016/17

PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING
DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

T2.2 Returnable Schedules

CITY OF CAPE TOWN

HUMAN SETTLEMENTS

CONTRACT NO. 253C/2016/17

PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING
DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Physical address of enterprise:
(LOCAL OFFICE)
.....

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

HUMAN SETTLEMENTS

CONTRACT NO. 253C/2016/17

PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. 253C/2016/17: PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

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

I certify, on behalf of: _____ that:
(Name of Tenderer)

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

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

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

.....
Signature

23/3/2017
.....
Date

.....
Name

Technical Director
.....
Position

CITY OF CAPE TOWN

HUMAN SETTLEMENTS

CONTRACT NO. 253C/2016/17

PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING
DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

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

Note :

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

CITY OF CAPE TOWN

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

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

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

Signature

Date

23/3/2017

Position

Name Tenderer/Contractor

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

CITY OF CAPE TOWN

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PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING
DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

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

TENDER NO.: 253C/16/17: PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND
TENDER, WORKING DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

NAME OF THE TENDERER: _____

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

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

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

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

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

Signature _____

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

at Cape Town on the 23 day of March 2017
(PLACE) (DATE) (MONTH) (YEAR)

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

CITY OF CAPE TOWN

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SCHEDULE 6: CONFIRMATION OF CoCT VENDOR DATABASE REGISTRATION

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

HUMAN SETTLEMENTS

CONTRACT NO. 253C/2016/17

PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

SCHEDULE 7: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

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

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

CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE				
TITLE OF PROJECT	VALUE OF CONTRACT	EMPLOYER	DATE COMPLETED	SIMILAR SERVICE
<i>See attached referable Schedule</i>				

SIGNED ON BEHALF OF TENDERER:.....

CITY OF CAPE TOWN

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SCHEDULE 8: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSAL

Number of sheets appended by the tenderer to this Schedule 2.1 (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 9: KEY PERSONNEL

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

PROJECT MANAGER (TEAM LEADER)				
NAME	JOB TITLE	QUALIFICATIONS	NO. OF YEARS SPECIFIED EXPERIENCE	
TOWN PLANNER				
NAME	JOB TITLE	QUALIFICATIONS	SACPLAN REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
LAND SURVEYOR				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
ENVIRONMENTAL ASSESSMENT PRACTITIONER				
NAME	JOB TITLE	QUALIFICATIONS	NO. OF YEARS SPECIFIED EXPERIENCE	
CIVIL ENGINEER OR CIVIL ENGINEERING TECHNOLOGIST				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

ARCHITECT OR URBAN DESIGNER				
NAME	JOB TITLE	QUALIFICATIONS	SACAP REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
ELECTRICAL ENGINEER OR ELECTRICAL ENGINEERING TECHNOLOGIST				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
BENEFICIARY ADMINISTRATOR				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

SCHEDULE 10: SUPPORT RESOURCES

The tenderer is referred to clause F.2.1.1.4 of the Tender Data and shall state below what structural analysis software packages are available for use on this project and whether or not they are currently owned/licensed by the tenderer, or are available through other means

RELEVANT SOFTWARE PACKAGE/S AVAILABLE FOR USE		
NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/ LICENCED OR OTHER
<i>See attached returnable Schedules</i>		

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 11: PROFESSIONAL INDEMNITY INSURANCE

The tenderer is referred to clause F.2.1.1.5 of the Tender Data and shall state below details of the professional indemnity insurance held by the tenderer. Where the tenderer is a joint venture, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be appended to this schedule.

PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM
<i>See attached referable Schedule</i>		

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 12: TRACK RECORD

Not used

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 13: PROPOSED WORK PLAN

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 14: ISO 9001: 2008 CERTIFICATION

Not used

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 15: OTHER CRITERIA

Not used

SIGNED ON BEHALF OF TENDERER:

.....

CITY OF CAPE TOWN

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SCHEDULE 16: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

The tenderer shall indicate on the schedule below what human resources, **other than** the key personnel listed in clause F.2.1.1.3 above, they have at their disposal and intend allocating to this project as and when required. These resources could include construction monitoring staff, CAD operators/architectural draft persons/modellers and administrative staff

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT (Weeks)
<i>See attached returnable Schedule</i>				

SIGNED ON BEHALF OF TENDERER:

.....

CITY OF CAPE TOWN

HUMAN SETTLEMENTS

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of Tenderer)

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

The Tenderer:

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

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

Signature

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

at Cape Town on the 23 day of March 2017
(PLACE) (DATE) (MONTH) (YEAR)

CITY OF CAPE TOWN

HUMAN SETTLEMENTS

CONTRACT NO. 253C/2016/17

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DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

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.	24 February 2017	NOTICE NO 1
2.	20 March 2017	NOTICE NO 2
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 19: PREFERENCING SCHEDULE

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

1 Definitions

The following definitions shall apply to this schedule:

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

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

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

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

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

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

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

Non-compliant contributor: A company/firm/entity that does not meet the minimum score for a level 8 contributor, or who is not verified in terms of the Construction Codes of Good Practice for Broad-Based Black Economic Empowerment.

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

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

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

2 Conditions associated with the granting of preferences

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

- 1) accept that the number of preference points shall be determined from the B-BBEE status level certificates submitted in terms of the Tender Data, using the status as at the closing date for submission of tender offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level than the prime contractor, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works, or unless otherwise declared in terms of Section 5 below;
- 3) accept the sanctions set out in Section 3 below should condition 2 be breached, or should the B-BBEE status level of contribution be found to have been claimed or obtained on a fraudulent basis;
- 4) accept that, in order to qualify for preference points, it is the responsibility of the Tenderer to submit the relevant certificate(s) (either an original valid B-BBEE status level verification certificate in terms of the Construction Codes of Good Practice for Broad-Based Black Economic Empowerment, or an Exempted Micro Enterprise certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2011, to the Employer at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);

- 5) accept that, further to 4) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2011. Note that, in the case of unincorporated entities, a verified scorecard in the name of the Consortium/Joint Venture must be submitted with the tender (attached to this schedule).
- 6) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the Employer may have) in accordance with Section 3 below.
- 7) accept that tenderers are required to be registered on the City of Cape Town's Vendor Database prior to the evaluation of tenders (the evaluation of tenders takes place when the Employer's Bid Evaluation Committee meets to make a final recommendation to the Bid Adjudication Committee) in order to qualify for preference points. The employer will verify the B-BBEE contributor status claimed by the tenderer in Section 4 below against that given on the City of Cape Town's Vendor Database. If any discrepancy exists, or if Table 1: Tender preference claim below is not completed, the employer shall use the status given on the City of Cape Town's Vendor Database, as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the tenderer. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender will be used to determine the number of preference points to be awarded to the tenderer.
- 8) accept that, notwithstanding 7) above, a prime contractor will **not** be awarded points for B-BBEE status level if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the prime contractor qualifies for, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works.

3 Sanctions relating to breaches of preferencing conditions

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

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

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

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

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

where:

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

P* = Value of the contract

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

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

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

where:

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

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

P* = Value of the contract

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

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

Table 1: Tender preference claim

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME) greater than 50% black owned	☐
Exempted Micro Enterprise (EME) less than or equal to 50% black owned	☐
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹ 3	☒
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) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the tenderer, subject to condition 7 in Section 2 above, for such preference claimed, and acknowledges that:
- i) the information furnished is true and correct;
 - ii) the preference claimed is in accordance with the conditions of this schedule;
 - iii) the tenderer may be required to furnish documentary proof to the satisfaction of the Employer that the claim is correct; and
 - iv) he/she understands the conditions under which preferences are granted, and confirms that the tenderer/prime contractor will satisfy the conditions pertaining to the granting of tender preferences.

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

I/we intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as prime contractor qualify for

☐

I/we DO NOT intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as prime contractor qualify for

☒

Note:

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

SIGNED ON BEHALF OF TENDERER:

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

Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance	56– 60
C1.2 Contract Data.....	61 – 66
C1.3 Occupational Health and Safety Agreement.....	67 – 68

CITY OF CAPE TOWN

HUMAN SETTLEMENTS

CONTRACT NO. 253C/2016/17

PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING
DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

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 253C/2016/17: PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND
TENDER, WORKING DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

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

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

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

Rand * Seven Million Two hundred and Thirty Two Thousand
Five hundred & Seven Rand and Seventy Cents (in words);
R 7 232 507,70 (in figures)

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

Signature(s) *

Name(s)

Capacity

for the tenderer

(Name of organization/tenderer) *

(Address of organization/tenderer)
Cape Town

Name and
signature
of witness

Date ... 23/3/2017

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

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

CH1

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature

Name

Capacity

for the
Employer

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

Name and
signature
of witness

Date

Schedule of Deviations

1 Subject
Details
.....
.....
.....

2 Subject
Details
.....
.....
.....

3 Subject
Details
.....
.....
.....

4 Subject
Details
.....
.....
.....

5 Subject
Details
.....
.....
.....

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

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

Date

For the Employer:

Signature(s)

Name(s)

Capacity

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

Name and
signature
of witness

Date

Confirmation of Receipt

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

the.....(day)

of(month)

20.....(year)

at(place)

For the Service Provider:

Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature

Name

CITY OF CAPE TOWN

HUMAN SETTLEMENTS

CONTRACT NO. 253C/2016/17

PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING
DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

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

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

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

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

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

The project is the **PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT**

*Add the following to the definition of **Service Provider**:*

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

*Add the following to the definition of **Start Date**:*

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

Clause 3.2

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

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is the **Director: New Markets Implementation**

The address for receipt of communications is:

Telephone: (021) 400 5300

Facsimile: n/a

E-mail: @capetown.gov.za

Postal Address: PO Box 298
CAPE TOWN
8000

Physical Address: Tower Block
Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

Clause 3.4.1:

Add the following to the first sentence:

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

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

Clause 3.5:

Add the following:

The location for the performance of the Project will be the **LOCAL OFFICE** of the service provider, together with the six sites that form the subject of this tender. Key personnel will be expected to work out of the local office as the exigencies of this contract require.

Clause 3.9.2:

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

Clause 3.9.3:

Add the following:

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

Clause 3.15.1:

Add the following:

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

Clause 3.16.2:

Add the following:

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

Clause 4.7:

Add the following:

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

Clause 5.4.1:

Add the following:

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

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

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

Clause 5.4.2

Add the following:

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

Add the following clause after Clause 5.4.2:

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

Clause 5.5:

Add the following:

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

- a) Replacing any of the key personnel listed at the time of tender.
- b) Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract.
- c) Making a material change, addition or omission from the approved designs.
- d) Issuing an instruction that will result in the approved contract value being exceeded.
- e) Permitting advance payment for items not listed in the Advance Payment Schedule.
- f) Nominating the Engineer's Representative in terms of Clause 3.2.1 (GCC 2010).
- g) Delegation of Engineer's authority in terms of Clause 3.2.4 (GCC 2010).
- h) Granting permission to work during non-working times in terms of Clause 5.8.1 (GCC 2010).
- i) Suspend the progress of the works in terms of Clause 5.11.1 (GCC 2010).
- j) The issuing of an instruction to accelerate progress in terms of Clauses 5.7.3 and 5.12.4 (GCC 2010).

Clause 6.4:

Add the following clause after Clause 6.3:

6.4 Conflict of interest

The Service Provider shall immediately disclose any potential conflict of interest or involvement in the project other than a professional interest in terms of this Contract.

Clause 7.1.2

Add the following:

Key Persons shall be those individuals listed under "Key personnel" in Part C3.1 Scope of Work.

Clause 7.2.1:

Add the following:

The Service Provider shall provide appropriate Personnel for such time periods as required and shall enter all data pertaining to Personnel and Key Persons on the Personnel Schedule (comprised of Schedules 9 and 16, Part T2.2 : Returnable Schedules).

Clause 8.1:

Add the following:

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

Clause 8.4.1:

Delete "or" at the end of Clause 8.4.1(d) and add the following three clauses after Clause 8.4.1(e):

- f) if the Service Provider has failed to provide the required insurances within the prescribed time;

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

Clause 8.4.3(c):

Add the following:

The period of suspension under Clause 8.5 is not to exceed 6 months.

Clause 8.4.4:

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

Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge, including any pro-rata payment for partially completed Services, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

Clause 9.1:

Add the following:

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

Clause 11.1:

Add the following:

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

Clause 12.1.2:

Add the following:

Interim settlement of disputes is to be by mediation.

Clause 12.2.1:

Add the following:

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

Clause 12.2.4:

Add the following:

Final settlement is by litigation.

Clause 13.1:

Add the following clause after Clause 13.1.3:

- 13.1.4 The Employer and the Service Provider shall enter into an agreement to complete the Services required for the Project in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations, 2003 promulgated thereunder.

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

Clause 13.4:

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

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

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

Clause 13.7.3:

Add the following clause after Clause 13.7.2:

- 13.7.3 The Service Provider hereby indemnifies the Employer against all claims by third parties which arise out of or in connection with the Services rendered under this Contract and where such claims are the

consequence of breach by the Service Provider to exercise reasonable professional skill, care and diligence in the exercising of its obligations.

Clause 14.5:

Add the following new clause after Clause 14.4:

Clause 14.5: Tax invoices

Section 20(1) of the Value Added Tax Act No. 89 of 1991 requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

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

Clause 15:

Add the following:

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

Part 2: Data provided by the Service Provider

The Service Provider is:

Postal Address:
.....

Physical Address:
.....

Telephone:

Facsimile:

The authorised and designated representative of the Service Provider is:

Name:

The address for receipt of communication is:

Address:
.....

Telephone:

Facsimile:

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

HUMAN SETTLEMENTS

CONTRACT NO. 253C/2016/17

PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING
DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

C1.3 Occupational Health and Safety Agreement

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

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

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

I, ..., representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at on the day of 20....

Witness

Mandatar

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

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions.....	70 - 73
C2.2 Activity Schedule.....	74 - 78

CITY OF CAPE TOWN

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PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING
DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

C2.1 Pricing Assumptions

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

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

Unit:	The unit of measurement for each item of work.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Percentage Fee:	The agreed fee for a service, the extent of which is described in the Scope of Work, expressed as a percentage of a construction contract value or part thereof.

4. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. An item against which no price or a nil rate is entered will be considered to be covered by the other prices or rates in the Activity Schedule.
5. The rates, sums, percentage fees and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Time based rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
6. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.
7. Tenderers will note that the prices for some items are developed from a tendered fee expressed as a percentage of an estimated contract value (construction cost), or part thereof, which for tendering purposes, are given. Tenderers are required to insert their tendered percentage fee in the space provided. Where prices have been developed from a tendered fee, the final amount due to the Service Provider will be adjusted according to final construction contract values based on the percentage fee tendered.

Only one (flat rate) percentage fee per item may be tendered. A percentage fee tendered on a sliding scale will make the tender non-responsive.
8. Where the estimated construction value is broken up into component parts for the purposes of determining fees in respect of different disciplines, the "make-up" of each component is described in the Scope of Work.

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

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

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

If the Contractor is in default which results in delay, or if an extension of time is granted in respect of which there is no adjustment of the contract price/value, then the Service Provider shall be entitled to 25% of the full fee pro-rated for the period in question for Contract Administration and Inspection (in addition to construction monitoring charges) as follows:

Rate per week for additional contract administration and inspections = percentage points for Stage 5 x percentage basic fee tendered x final construction contract price/value / final contract duration up to practical completion/taking-over (including any valid extensions of time), applied to the delay period (in weeks).

10. Tendered time-based fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. All other rates, sums, percentage fees or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract. This is due to the fact that the fee for normal services rendered is typically developed from a construction contract value which will be subject to escalation/contract price adjustment, and the Service Provider will benefit from adjustments in this regard. In developing any other rates, (excluding time based), tenderers must make allowance for annual increases.
11. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Activity Schedule. In respect of engineering and landscape architectural services, this provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The provision for architectural services is in respect of specific services as described in the Scope of Work. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.
12. The categories of persons (A, B, C, D) in respect of time-based fee rates for engineering services shall be as defined in Clause 4.2 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 117 of 2013).

13. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
14. Where a provisional sum has been provided in respect of additional construction monitoring services, the service provider shall, when called upon to do so by the Employer, submit a proposal in respect of such construction monitoring to the Employer for approval. The Service Provider is not entitled to claim the full provision in this regard, but shall rather submit a realistic proposal based on the requirements of the project, and as set out in the Scope of Work, which may be accepted, or rejected, at the sole discretion of the Employer.
15. Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or in full should the services, etc. not be required. Where services are to be sub-contracted out by the Service Provider, which do not exceed R200 000,00 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/contractors. Where the sub-contracted services are likely to exceed R200 000,00 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemised in the Activity Schedule.
16. Tenderers should note that, in terms of the Amended Landscape Architectural Work Stages – January 2011 published by the South African Council for the Landscape Architectural Profession, construction monitoring is included as a basic service and is thus covered by the percentage fee tendered for landscape architectural services.
17. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.
18. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
19. Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km.
20. The per kilometre rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. This rate is currently R3.24/km (excluding VAT).
21. Tenderers are to note that the planning for this contract is based on a three year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
22. If the Service Provider considers it necessary to employ the services of the safety specialist in order to execute duties as the client's agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2003, should the Employer accept the tender (Clause 7.2.1.3, Part C3.1 Scope of Work), the cost thereof must be included in the fee tendered for this aspect of the project.
23. If the Service Provider deems it necessary to appoint a sub-consultant as Environmental Control Officer (ECO), the cost thereof must be included in the fee tendered for this aspect of the project.

24. All charges in respect of attendance at meetings (Clause 14, Part C3.1 Scope of Work) and the provision of secretarial services, shall be included in the tendered basic fee for normal services (Item No. 1.1 of the Activity Schedule).
25. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
26. Clause F.4.10(c) in Part T1.2 Tender Data shall be applicable to the submission of Activity Schedules which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Activity Schedules.

If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Activity Schedule, then the printed Activity Schedule shall take these into account.

The pages of the issued Activity Schedule should not be removed from the tender document.

CITY OF CAPE TOWN

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PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING
DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

C2.2 Activity Schedule

ITEM NO 1: NORMAL SERVICES: Project Management

Item 1.1. carried forward to summary: *Planning and design only*

556 units x R 1200 (fee per unit) = R..... 667200.00

Item 1.2. carried forward to summary: *Planning, design and implementation*

439 units x R 2340 (fee per unit) = R..... 1027260.00

TOTAL OF ITEM No. 1 TO SUMMARY 1694460 00

ITEM NO 2: ADDITIONAL SERVICES: Project Management

Extra-over Normal Fee for Additional Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c
2.1.	Provide a level 3 construction monitoring service relating to Top Structures (439 units) as described in the Scope of Work			Provisional Sum	300,000 00
2.2.	Act as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003 in relation to the construction of Top Structures (439 units)			Provisional Sum	45,000 00
TOTAL OF ITEM No. 2 TO SUMMARY					345,000 00

ITEM NO 3: NORMAL SERVICES: Town Planning

Item 3 carried forward to summary:

995 units x R 300 (fee per unit) = R..... 298500.00

TOTAL OF ITEM No. 3 TO SUMMARY 298500 00

ITEM NO 4: ACTIVITY SCHEDULE FEES: Land Surveyor

Item No.	Description	Unit	Quantity	Rate	Amount R c	
4.1	Registration and pegging of blocks for 3 development sites (approx. 15 blocks containing 439 erven)	No	439 erven	700	307 300	00
4.2	Surveyor General fees	Sum	1		33 155	00
4.3	Replacement of pegs disturbed during construction	No	100	100	10 000	00
4.4	Topographical Survey of 6 project sites	Sum	1		200 000	00
TOTAL OF ITEM No 4 TO SUMMARY					550 455	00

ITEM NO 5: NORMAL SERVICES: Environmental Assessment Practitioner

Item 5 Environmental Assessment Practitioner carried forward to summary:

995 units x R 392 (fee per unit) = R 390 040.00

ITEM NO 6: ADDITIONAL SERVICES: Environmental Control Officer

6.	Provide an Environmental Control Officer (ECO) as described in the Scope of Work	Provisional Sum	50,000	00
TOTAL OF ITEM No. 6 TO SUMMARY			50,000	00

ITEM NO 7: NORMAL SERVICES: Civil Engineer (or Civil Engineering Technologist)

Item No	Activity Description	Tendered Percentage Fee	Amount R c	
7	Provide engineering services as described in the Scope of Work in respect of: Planning, Studies, Investigations and Assessments, Stage 1 – Inception Stage 2 – Concept and Viability Stage 3 – Design Development Stage 4 – Documentation and Procurement Stage 5 – Contract Administration and Inspection Stage 6 – Close-Out	Estimated Contract Value (engineering component) inclusive of contingencies but exclusive of VAT (Construction Cost) R20 000 000 (a) Tendered basic fee as a percentage of the estimated contract value (a) above <u>5.5</u> % (b) PRICE (c) = $\frac{(b) \times (a)}{100}$	1 100 000	00
TOTAL OF ITEM No. 7 TO SUMMARY			1 100 000	00

ITEM NO 8: ADDITIONAL SERVICES: Civil Engineer (or Civil Engineering Technologist)

Item No.	Description	Unit	Quantity	Rate	Amount R	c
8.1	Provide a level 3 construction monitoring service for civil infrastructure	Provisional Sum			R	00
8.2	Recoverable expenses in respect of printing/copying as specified below:	No	100	30.00	3000	00
	Printing: size A0,	No	100	20.00	2000	00
	Printing: size A1,	No	200	9.00	1800	00
	Printing: size A2,	No	2000	1.00	2000	00
	Printing/copying: size A4 (tender documents only),	No	25	15.00	375	00
	Compilation and binding of tender documents.	No				
8.3	Act as Employer's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003, in relation to the construction of Civil Infrastructure (439 erven)	Provisional Sum				00
8.4	Provide Phase 1 & 2 geotechnical investigation, complete with test results and foundation recommendations for all sites	Sum	1		112 435	00
8.5	Provide Traffic Impact Statements for all six erven (995 units)	Sum	1		127 360	00
TOTAL OF ITEM No. 8 TO SUMMARY					~~134 897~~	~~00~~
					248 970	00

ITEM NO 9: NORMAL SERVICES: Architect or Urban Designer

Item 9 carried forward to summary:

995 units x R 550 (fee per unit) = R 547 250

TOTAL OF ITEM No. 9 TO SUMMARY 547 250 00

ITEM NO 10: NORMAL SERVICES: Electrical Engineer (Reticulation and Public Lighting)

Item No.	Activity Description	Tendered Percentage Fee	Amount R	c
10.	Provide Services as described in the Scope of Work in respect of: Appraisal and definition of the project Design concept Design development Technical documentation Contract administration and inspection Disbursements and travelling expenses	Estimated Contract Value inclusive of contingencies but exclusive of VAT (Construction Cost) R 5,500 000 (d) Tendered basic fee as a percentage of the estimated contract value (d) above <u>6.91</u> % (e)	380 050	00

	TOTAL OF ITEM No. 10 TO SUMMARY	PRICE (f) = $\frac{(d)}{100} \times (e)$	(f) 380 050 00
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ITEM NO 11: ADDITIONAL SERVICES: Electrical Engineer

Item No.	Description	Unit	Quantity	Rate	Amount R c	
11.1	Recoverable expenses in respect of printing/copying as specified below:					
	Printing: size A0,	No	100	30.00	3000	00
	Printing: size A1,	No	100	20.00	2000	00
	Printing: size A2,	No	200	9.00	1800	00
	Printing/copying: size A4 (tender documents only),	No	2000	1.00	2000	00
	Compilation and binding of tender documents.	No	25	15.00	375	00
11.2	Act as Employer's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003.	Prov Sum	1			
11.3	Provide a level 1 construction monitoring service for the electrical reticulation	Provisional Sum				00
TOTAL OF ITEM No. 11 TO SUMMARY					9175	00

ITEM NO 12: Beneficiary Administration

Item 12 carried forward to summary:			
439 units x R	350	(fee per unit)	= R. 153 650.00
TOTAL OF ITEM No. 12 TO SUMMARY			153 650 00

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PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING
DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

SUMMARY OF ACTIVITY SCHEDULE

A: TOTAL OF ITEM No. 1

R 1694 460.00

B: TOTAL OF ITEM No. 2

R 345 000.00

C: TOTAL OF ITEM No. 3

R 298 500.00

D: TOTAL OF ITEM No. 4

R 550 455.00

E: TOTAL OF ITEM No. 5

R 390 040.00

F: TOTAL OF ITEM No. 6

R 50 000.00

G: TOTAL OF ITEM No. 7

R 1100 000.00

H: TOTAL OF ITEM No. 8

R 248 970.00

I: TOTAL OF ITEM No. 9

R 547 250.00

J: TOTAL OF ITEM No. 10

R 380 050.00

K: TOTAL OF ITEM No. 11

R 9175.00

L: TOTAL OF ITEM No. 12

R 153 650.00

M: SUB-TOTAL (A TO L)

R 5767 550.00

N: CONTINGENCIES

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

R 576 755.00

O: TOTAL INCLUDING CONTINGENCIES

R 6 344 305.00

P: VALUE ADDED TAX

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

R 888 202.70

Q: TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER
AND ACCEPTANCE (O+P)

R 7 232 507.70

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender No. 253C/2016/17: PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

SIGNED ON BEHALF OF THE TENDERER:

Contract
Part C2: Pricing Data
Reference No. 253C/2016/17

Part C3: Scope of Work

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CITY OF CAPE TOWN

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PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING
DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

C3.1 Scope of Work

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1. INTRODUCTION

Six vacant, underutilised sites in Hanover Park have been identified in terms of the Hanover Park Public Investment Framework for potential development as subsidised housing. These sites vary in size from 1.29 ha to 2.56 ha and three of the sites have zoning appropriate for the development of housing. The other three sites are zoned Open Space and will require rezoning applications and environmental approvals. The purpose of this project is to gain approvals and implement development of the three sites with the required zoning in place, and to gain approvals for the more complex sites so that they may be developed in future (i.e. implementation for the latter three sites is not required in terms of this tender).

A professional service provider is required to provide the professional services necessary to implement this project, which, in terms of the Municipal Finance Management Act, 56 of 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for Contract No 253C/2016/17: **PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN, DEVELOPMENT AND IMPLEMENTATION OF HOUSING – HANOVER PARK**, which will be evaluated using a financial offer and preferences based system as described in the tender data.

2. BACKGROUND

Hanover Park is located within the City of Cape Town metropolitan area and has a number of large, underutilised public open spaces. These spaces do not contribute to a positive urban environment and they are often used for dumping and other undesirable activities. Six of these spaces have been identified for possible development as housing to address the great need for housing in this area, particularly for those currently living in backyards.

Three of the sites have residential zoning (two are zoned single residential, one is zoned general residential) and these are prioritised for implementation. The professionals appointed in terms of this contract will be responsible for developing a layout plan with associated civil engineering input and approval, obtaining subdivision approval and for designing the housing units and obtaining building plan approval. Once all approvals are in place, the professional team will be expected to manage and implement the development of all three sites earmarked for implementation.

The remaining three sites have moderate to complex planning requirements since they are currently zoned Open Space. It is the intention to gain development rights for these sites as part of this project and to implement them at a later stage as and when the need arises. Implementation of the development of these three sites is therefore not part of the scope of works of this appointment. Site information can be summarized as follows:

LAND PARCEL	SIZE (ha)	POTENTIAL YIELD (units)	APPROVAL STATUS	DEVELOPMENT REQUIREMENTS
Planning and Other Approvals Required:				
ABC	2.56	271	Single residential zoning in place	Environmental processes required; wetland on site
H	1.29	137	Open Space 2 zoning	Environmental processes required
J	1.40	148	Open Space 2 zoning	Environmental processes required
Development-ready sites:				
DE	1.34	140	Single residential zoning in place	No environmental approvals required
FG	1.12	119	Single residential zoning in place	No environmental approvals required
K	1.84	180	General residential zoning in place	No environmental approvals required. Development as CRUs* or high-density, individual title residential units envisioned
TOTAL PROJECT YIELD:		995		

*CRU = Community Residential Units (flats)

A map of the sites is attached as Annexure 'A' to this document.

3. EMPLOYER'S OBJECTIVE

The purpose of this project is to gain approvals and implement development of the three sites with the required zoning in place, and to gain approvals for the more complex sites that they may be developed in future (i.e. implementation for these three sites is not required in terms of this tender).

4. DESCRIPTION OF THE SERVICES REQUIRED

The Service Provider is required to provide the following services:

4.1 PROJECT MANAGEMENT

The Project Manager will act as the team leader and shall be responsible for the following:

- 4.1.1. Co-ordinating all the professionals' work so that the shortest possible lead-times and project goals are achieved.
- 4.1.2. Project Communication, which includes organising and chairing regular meetings for the Professional Team, as well as attendance at Project Steering Committee meetings as and when required. Programme and budget updates must be provided at these meetings as and when required, and the Provincial Government must be provided with any information they require in terms of their subsidy and project approvals.
- 4.1.3. Time Management; including the preparing and updating of a project programme, and ensuring adherence to it by the professionals and contractors.
- 4.1.4. Cost Management; including budgeting all sources of finance – USDG and the City's contribution to the increased service levels (bulk applications). The applications for subsidy funds will also form part of the brief.
- 4.1.5. Construction Quality:
 - a) The Project Manager will complete all documentation necessary for registration of the project with the NHBRC.
 - b) The Project Manager will ensure that the individual properties are registered.
 - c) The Project Manager will manage the interface between the Builder and the NHBRC inspectorate, and provide the NHBRC with all requisite documentation.
 - d) The Project Manager is responsible for the timeous submission of all building plans for registration with, scrutiny and acceptance by Council's Building Control Officer.
 - e) The Project Manager will ensure that the Builder gives adequate notice of commencement of work to the Building Control Officer.
 - f) The Council Building Inspector is responsible for ensuring compliance with drainage, boundary setback and empirical foundation regulations. The Council Building Inspector is not accountable for the quality of workmanship.
 - g) The Project Manager will deploy a competent and appropriately experienced Clerk of Works and sufficient support staff to monitor the quality of materials supplied and the quality of workmanship during the construction of the houses.
 - h) The Project manager will set up a robust quality management system including records of inspection, testing and acceptance of materials and completed work, and ensure that this is maintained for the duration of the project.
 - i) Progress payment certificates issued by the Project Manager must be rigorously correlated to the quality management system.
 - j) Original records of the quality management system must be kept off-site with copies on site for ease of reference during physical audits
 - k) The Project Manager will provide a set of drawings and electrical and engineers certificates for each property, to be handed over to the beneficiary on occupation.
- 4.1.6. Government Initiatives such as the Extended Public Works Programme (EPWP). While houses are considered to be labour-intensive, the trenching for water pipes and sewers should be done within EPWP principles to generate some local employment. The Project Manager is to ensure that the Civil Contractor and the Builder implement the EPWP principles, including recruitment and accredited training of unemployed people, and in service training. The Contractor and Builder must have on their staff managers and supervisors who have been certified by accredited training institutions to implement EPWP projects. The Project Manager will ensure that proper records are kept of all EPWP initiatives and that all required documentation is submitted to the City in this regard.
- 4.1.7. Sustainable construction through an increase in the City's use of renewable energy and increasing the efficient use of energy, the City would like to contribute towards the City's Strategy i.e. Shared Economic Growth and Development, Sustainable Urban Infrastructure and Services, Integrated human Settlements, Health, Social and Human Capital Development and Good Governance and Regulatory Reform in this contract.
- 4.1.8. Enrolment of the project with the NHBRC (or ensuring that the contractor complies with all the NHBRC requirements).

4.2 TOWN PLANNER

A suitably qualified, registered and experienced town planner will be required to undertake the following tasks:

- Develop a layout plan with alternatives and will present it to the Project Steering Committee and relevant Subcouncil structures; and incorporate any comments obtained as far as possible into the final layout plan;
- Compile land use applications for submission to the authorities and manage the process to approval stage. This includes dealing with any objections that may be received against the proposals;
- Manage the process in conjunction with the environmental assessment process so that the project will benefit from concurrent timelines;

It should be noted that of the six potential development sites; the following processes will as a minimum be required depending on the design and final layout: three sites have appropriate zoning in place and will therefore only require subdivision and departures (if required); while the other three sites have Public Open Space zoning and will therefore require full rezoning, subdivision and any departures that may be required in terms of the design.

4.3 LAND SURVEYOR

The land surveyor must be suitably qualified, registered and experienced, and will be responsible for the following tasks:

4.3.1. Cadastral Surveys: Services will be required in two phases:

- Phase 1: Supply of Provisional General Plans

Prepare, submit, and obtain provisional approval (by the Surveyor General) of General Plans for the approved layout. The field survey shall include the pegging of the extent of the project layout, picking-up of all engineering services on the site and topographical features of the sites. No internal beacons are to be placed at this stage. The General Plan shall include the plotting of all servitudes and spatial rights which are required to be registered in order to enable the approval of the General Plans as well as the payment of all fees required by the Surveyor General for such approval.

The scope of work also includes the following:

- To prepare a calculated Base Plan from the town planning layout plan provided by the Town Planners showing all existing engineering services and topographical features. This Base Plan must be provided to the appointed Civil Engineer, in hard copy and/or digital format, to be used in the design of civil services.
- Provisional General Plans shall be prepared from this Base Plan.
- You are required to ensure that you are provided with sufficient information to obtain approval of the SG plans and that the town planning approvals are in line with acceptable land surveying practices.

- Phase 2: Supply of Final General Plans

- The surveyor will place the beacons of the internal erven as and when required.
- The surveyor will prepare the final sheet of the general plans and submit same to the Surveyor General for final approval;
- In the event that amendments to the General Plans are required, the following actions must be undertaken:
 - o Framing the necessary amending General Plans
 - o Submitting the amending General Plans to the Surveyor General for approval

The land surveyor shall survey and place Erf pegs for all erven in the project in accordance with the Land Survey Act.

In this regard please note that:

- It may be necessary for the Erf pegging to be completed in a number of stages over an extended period of time. General Plans may also be required to be submitted in Phases in order to comply with land survey and/or development requirements.
- Final pegging of the erven will only take place after construction of services.
- You may be required to place "block corner pegs" on the blocks before civil construction starts. The contractor will be liable for protection of these pegs once placed. You will also be required to place two coordinated and levelled permanent beacons adjacent to each site for use by the contractor as benchmarks.

- The replacement of pegs disturbed during construction shall be at the cost of the City of Cape Town. The Project Manager will request such replacement in writing if required.
- Pegging of the site may be required while construction work is still in progress on the site. In this eventuality you are to liaise with the contractors on site to be kept informed of their actions.
- Pegging of each part of the site may only proceed on written instruction from the Project Manager.

Cadastral plans must be accurate showing all temporary and permanent features including all informal structures located on the site if any.

You are required to make provision:

- For attending at least one Project Technical Committee meeting or as required by the Project Manager;

4.3.2. Essential Administrative Requirements

(Imposed as a related condition in terms of Section 42, LUPO at the time of subdivision approval – thus part of the planning report and conditions in Council's letter of approval)

Stages:

- SUBMISSION OF LAND USE APPLICATION

A copy of the proposed Plan of Subdivision (hard and/or electronic format) should be submitted as part of the Land Use Application. The application will not be considered complete and will not be processed without aforementioned information. The proposed Plan of Subdivision must preferably be drawn on an A4 indicating the following information:

- Portion Numbers
- The extent of the Portion Numbers
- Dimensions
- Proposed Street or Unit Numbers
- Proposed Street Names (Private and/or Public)

- AFTER COUNCIL APPROVAL

Should the proposed Plan of Subdivision, as submitted by the applicant, require any amendment as a result of the Council decision, it will be required that the applicant also submit the amended Section 25(1) endorsed Plan of Subdivision (hard and/or electronic format) to the GIS Section at the Town Planning Office where the application was submitted.

- AFTER FINAL APPROVAL:

The applicant's surveyor must submit an electronic copy of the final approved subdivision (GP or SG format) of all the relevant steps of the subdivision to the Town Planning GIS Section before or when submitting to the SG Office, and prior to the submission of any Building Plans or the granting of Clearance for the registration of the first erf which ever may occur first.

4.3.3. Additional Informative Requirements

(Added as an information annexure / appendix to Council's letter of approval)

AFTER FINAL APPROVAL:

City of Cape Town, Planning Department
Land Use Change Diagram Standard

GIS/DATA CAPTURE:

The following information must be indicated on the Final Approved Subdivision (All relevant steps and phases in GP format or SG diagrams relating to the subdivision)

The following CAD Layers/ Features are proposed as a standard:

Building plans may not be submitted to the Building Control Office if the electronic data of all relevant steps of the subdivision has not been submitted to the Town Planning GIS or Admin Section.

Building Plans will not be approved before:

1. *A final approved Diagram or General Plan (electronic or hard copy) is submitted to the GIS or Admin section at the relevant Planning Office.*

2. The developer has proof that all subdivision conditions are complied with and the subdivision is confirmed after the first title deed registration on the subdivision application for the development of show houses may be submitted before confirmation of a subdivision but subject to the submission of an approved SG diagram or General Plan.
3. All subdivision conditions for clearance are complied with.
4. A Site Development Plans (SDP) if required is approved.

This information can also be e-mailed to the local GIS official from the regionlvg. Proof of this transmission, must be submitted with the diagram clearance documentation.

LOW COST HOUSING PROCESS (ACT 113 OF 1991) Not applicable to the Hanover Park project

The following conditions must be a part of the conditions contained in the report to Council as well Council's final recommendation to PGWC.

AFTER FINAL APPROVAL FROM PGWC

Housing must include the following conditions in the Surveyor's letter of appointment as well as the tender document:

The appointed surveyor **must** submit an **electronic** copy of all the relevant steps of the Plan of Subdivision (GP format) as approved by PGWC, to the Town Planning GIS Section before, or when submitting to the SG Office.

The appointed surveyor must also submit an electronic copy of the provisional and final approved General Plan to the Town Planning GIS Section at the appropriate and agreed time as the low cost housing project proceeds.

The internal Planner must verify whether the Town Planning GIS Section received this information, **before payment is made**

The electronic copy must be in one of the following formats: DXF or Shape file format

**City of Cape Town, Planning Department
Land use Change Diagram Standard**

GIS/DATA CAPTURE:

The following information must be indicated on the Final Approved Subdivision (All relevant GP format or SG diagrams relating to the subdivision)

The following CAD Layers/ Features are proposed as a standard:

TITLE

The title layer contains all the title information as well as endorsements and references.

NOTES:

Notes contains all the noted information both from the developer/surveyor and the Surveyor General

Entities must be lines and polylines

PARENTLINES: Parent property lines. Must join to form a polygon.

PARENTANNO: Parent property SG Number. The annotation anchor must fall within the parent property polygon.

PROPLINES: Contains all the property subdivision lines. Must join to form polygons.

PROPANNO: Must contain the property number and portion number if relevant (123/4 erf is 123 and position is 4) One annotation for each property. The annotation anchor must fall within the property polygon.

SERVANNO: Contains all the Servitude Annotation. This should contain the servitude type name. The annotation anchor must fall within the servitude polygon.

SERVLINES: Contains all the servitude lines. All servitudes must be captured as polygons. This layer contains the lines making up the servitude polygon.

Note

- No additional information other than that described above can be put into the defined layers/features.
- If any additional information is supplied on the diagram it must not be placed in any of the layers described above. This additional information can be placed in any other named layer.
- It is important that each Property Number anchor is located within the respective property's boundaries
- The drawing must be completed using real world coordinates using the City of Cape Town Standard i.e. Datum Hartbeeshoek, Geographic Coordinate System (WGS 1984) Units meters

The data must be delivered in a standard, digital dxf format.

Building plans may not be submitted to the Building Control Office if the electronic data of the Subdivision has not been submitted to the Town Planning GIS Section

4.4 ENVIRONMENTAL ASSESSMENT PRACTITIONER

A suitably qualified and experienced Environmental Practitioner will be required to undertake the following tasks:

- Complete applicability checklists and obtain confirmation from the Department of Environmental Affairs & Development Planning regarding the three sites with development rights in place;
- Undertake all environmental processes as required in terms of NEMA to obtain Environmental Authorisation for the development of the three sites that do not have development rights in place;
- Undertake, or cause to be undertaken, all processes required in terms of the National Heritage Resources Act (NHRA);
- Complete and submit any Water Use Licences that may be required in terms of this project.

As an additional service to the normal services of the Environmental Assessment Practitioner, an Environmental Control Officer (ECO) will be required during the implementation stage of the project. The ECO will be responsible for the following:

- Ensure compliance with all conditions of approval pertaining to environmental matters (notably the project's Environmental Authorisation).
- Undertake monthly site monitoring visits to ensure compliance with conditions of approval as contained in the Environmental Authorisation.
- On conclusion of the monthly site monitoring visit, a brief written report must be compiled and provided to the Project Manager: Human Settlements.
- In addition to the monthly site monitoring visit, the ECO will be expected to attend monthly technical site meetings.
- A site closure checklist must be compiled on completion of the project.

4.5 CIVIL ENGINEER or CIVIL ENGINEERING TECHNOLOGIST

4.4.1 Site Inspection

The Engineer shall inspect the proposed sites to familiarize him/herself with the nature of the sites and the conditions under which work (both the provision of professional services and construction work by others) is going to have to be executed.

The Employer will make arrangements to make all record drawings relating to the site available to the Engineer at no cost. However it is the Engineer's responsibility to locate, search through and collate all available data, drawings and plans necessary to provide the service required in terms of this contract. Any investigations required to corroborate the as-built information provided, shall be the responsibility of the Engineer and shall be allowed for in the fee tendered. Any specialist investigation required may only be carried out with the approval of the Employer and shall be paid for as a recoverable expense

4.4.2 Geotechnical Investigation & Preliminary Design

- A Geotechnical Investigation in accordance with the NHBRC's and National Department of Housing's Geotechnical Site Investigations for Housing Developments "GFSH 2" requirements must be undertaken.
- Obtain traffic impact statements or assessments for all 6 erven forming part of this project.
- The Engineer will give input to the preliminary engineering services design according to approved City of Cape Town engineering service standards for the provision of the required water reticulation, sewer, roads and stormwater networks to all the proposed residential sites. In this regard the Engineer will be required to prepare preliminary cost estimates for the services. The Geotechnical Investigation Report, Preliminary Design and cost estimates will form part of the N4 application for project funding to Province.

The Engineer shall be responsible for all service enquiries, wayleave applications and obtaining the necessary authority or permission from the Service Authorities to carry out all work in terms of this project. All applications in this respect must be carried out timeously.

The Land Surveyor will provide a calculated (provisional) General Plan or a calculated Base Plan from the layout plan provided by the Town Planner showing all existing engineering services and topographical features in digital and/or hard copy format for purposes of civil services design.

4.4.3 Final Design and Documentation

Upon the finalization and approval of the town planning layout design, housing typologies and servicing options the Engineer shall finalize the civil services design and produce detail design drawings, specifications and the necessary tender documentation for the three (3) implementation sites as described in the. A set of draft plans and a draft tender/contract document shall be submitted to the Employer for comments and approval prior to going out to tender. All drafts must be thoroughly checked by the Project Team Leader prior to submission. The tender/contract document shall be submitted to the Employer for checking at least two weeks prior to tenders being advertised. The Engineer shall supply the Employer with an electronic copy (on CD) of the tender/contract document once approved.

The Engineer shall be required to:

- Prepare design working drawings and tender documentation that will favour labour intensive construction methods in accordance with the Expanded Public Works Programme (EPWP).
- Obtain approval of the abovementioned designs by the Technical Project Committee and the relevant City of Cape Town engineering branches.

The construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) format. The General Conditions of Contract shall be the General Conditions of Contract for Construction Works, 1st Edition 2004, published by the South African Institution of Civil Engineering. The Engineer shall liaise with the Employer during the preparation of the contract document to determine any other specific requirements that the Employer may have in this regard.

On approval of the detail design drawings, two sets of paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Engineer. All other prints issued henceforth shall carry the words "Initial version signed on (date)" at the signature location in the title block.

The Engineer shall be responsible for providing the Employer with the required number of (hard) copies of plans and tender documents for tender purposes.

4.4.4 Tender Stage

The Engineer shall be required to prepare and duplicate tender documentation, call for tenders, evaluate the tenders received, complete a tender report, and assist the Project Manager with the award of a contract to the successful tenderer.

4.4.5 Construction Management

The Engineer shall be required to:

- prepare and maintain a Construction Programme in consultation with the Project Manager and awarded contractor to be agreed upon by all relevant parties.
- supervise the installation of the services to ensure that they are installed in accordance with the approved designs, methods and quality standards. In this regard you will be required to maintain a "resident engineer" on site for the duration of the contract period.
- ensure adherence to all relevant EPWP construction methods and reporting requirements throughout the duration of the contract period.
- Carry out and report according to NHBRC and National Department of Housing's nical Site Investigations for Housing Developments "GFSH 2" requirements, including certifying that all top structure foundation work has been carried out as per the approved foundation design and quality standards.

Construction monitoring (level 3) is considered to be a vitally important part of this project, requiring the input of an experienced individual (the Engineer's Representative) on site.

On completion of the installation of the civil engineering services the Engineer shall issue a final completion certificate, certifying that all work has been installed as per the approved design and quality standards.

4.6 ARCHITECTURAL SERVICES

A suitably qualified, registered and experienced Architect or Architectural Technologist or Urban Designer will be required to undertake the tasks outlined below. **Note** that Stages 1 – 2 will be required for 995 units, while the full stages of service (Stages 1 – 5) will only be required for the 439 units that will be implemented.

Stage 1: Appraisal and Definition of the Project:

Receive, appraise and report on the client's requirements with particular regard to site information, planning and statutory regulations and budget

Stage 2: Design Concept

Prepare a design concept of the proposed building typologies in broad outline showing space provisions, planning relationships and materials and services intended to be used.

Stage 3: Design Development

Develop the design concept in sufficient detail to define the construction of buildings and to review the design with the relevant authorities.

Stage 4: Technical Documentation

Prepare construction documentation and coordinate the documentation with the work designed by the various discipline specialists. Obtain approval from the relevant authorities. Prepare and compile the relevant sections of tender documents (plans) for the execution of the works.

4.7 ELECTRICAL ENGINEER or ELECTRICAL ENGINEERING TECHNOLOGIST

Normal Electrical Engineering Services, Stage 1 – 6 and additional site supervision Level 1 will be required for the project as per the Engineering Profession Act, 2000, Act No. 46 of 2000. The scope of work includes internal reticulation, reticulation from the development to the city's bulk supply and also intersection ducts for communications. It is envisaged that each unit will have a prepaid meter and DB Board fitted internally. Each erf will have a single metering room/kiosk mounted on the erf boundary. Each unit in all the blocks on each erf will be individually connected to this metering room which will house the active units of the split meters. The service cables between the metering room and each unit is to consist of a live, neutral, earth conductors with 2 x pilot wires (min 1mm² stranded cu conductor). At least one plug and light is required in each room.

Note that electrical design will be required for all six erven (approximately 995 units) while construction monitoring will only be required for the three erven that will proceed to implementation stage (approximately 439 units)

4.7.1 Normal Services

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 190 of 2010: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No. 33892, 23 December 2010, as amended or amplified in Section 11 project brief below.

4.7.2 Additional Services

- (1) The provision of additional services pertaining to all stages of the project as described below and amplified upon in the project brief.
 - (i) The provision of all services in respect of wayleave applications and approvals.
- (2) The provision of a level 1 construction monitoring service as described in Clause 3.3.2 of Board Notice 190 of 2010: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No. 32892, 23 December 2010, as amended or amplified upon in the project brief below.
- (3) The provision of all services in respect of acting as the Employer's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003 as described in Clause 3.3.3 of Board Notice 190 of 2010: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No. 33892, 23 December 2010.

4.8. BENEFICIARY ADMINISTRATOR

The beneficiary administrator shall be responsible for the following items:

4.8.1. Individual Housing subsidy applications:

- All potential beneficiaries shall be electronically screened and these results reported to the City of Cape Town
- You will invite potential beneficiaries to complete individual applications. You will be required to staff and equip an office on or close to the site for these purposes.
- Beneficiaries are to be advised of project requirements and allocation procedures when they complete the applications
- You will ensure that every individual application complies with the guidelines contained in the National Housing Subsidy Programme.
- At the time when potential beneficiaries complete their subsidy application you will also ensure that they enter into a Sales Agreement with Council
- You will submit completed applications to the approving authority for approval. Any queries arising from this process are to be answered and resolved.
- You will co-ordinate the approval of subsidies to accord with the requirements of the project programme.
- Because of the nature of the approval process it may be necessary to complete more subsidy applications than beneficiaries required. It is noted that payment will only be due for beneficiaries whose applications are approved. Payment will also only be due for a maximum number of subsidies equal to the number of sites to be developed in the project, irrespective of how many subsidies are eventually approved.
- You will complete a reconciliation of approvals and erf numbers.

4.8.2. Allocation and handover

- Once subsidies have been approved for individuals you will allocate each beneficiary an erf in the project. This application must be done in consultation with Council.
- Once an erf has been allocated and is completed or is nearing completion, you will invite the allocated beneficiary to take occupation of their house.
- You will hand over the sites to the nominated beneficiary. The handover will include obtaining the keys from the contractor, meeting the beneficiaries on site, obtaining beneficiaries' signatures and reporting any defects to the contractor.

4.8.3. Interaction with beneficiaries

- It is a principle of the project that beneficiaries are treated with dignity and are provided with free access to information regarding project processes and the status of their application.
- In this regard, you will be required to answer all queries regarding the entire marketing process and you will also be required to have information regarding the status of individual applications readily available. You will also be required to keep a "marketing office" open for a limited time once per week for the duration of the project.

4.8.4. Homeowners' education

- Inform each beneficiary of the responsibilities of ownership. The meaning and benefits of individual ownership needs to be explained. Beneficiaries must be informed of the value of their property and this "once-off" provision of a subsidy. The delivery of services must be explained and this includes the payment of rates and services charges, insurance, etc. The City's line departments that assist with the homeowners education must be involved timeously in any events planned (Water & Sanitation, Electricity, etc).

4.8.5. Data management and reporting

- You will be required to compile and manage an effective database of all beneficiaries and associated details of the project. Monthly reports with regards to the allocation process and current status will need to be provided. Information is to be provided in a format stipulated by Council.
- A final reconciliation report on completion of the project is to be submitted. This must include the full reconciliation of all allocations and subsidy approvals.

7.8.6. Conveyancing support services

- The preparation of sales agreements based on the Council standard documentation
- Ensuring that the required documentation is signed by the beneficiaries
- Note that a conveyancer will be appointed separately and closer to the time via the City's Legal Services Branch.

7.8.7. Community liaison

- You will be required to attend Project Steering Committee meetings and to take and distribute minutes
- Assisting the Town Planner in any planning workshops to be held with the community to ensure full participation and obtaining input and buy-in on conceptual and technical issues relating to the proposed development.
- Resolution of any disputes or conflicts relating to any of the project activities. Any dispute resolution is to be done in conjunction with the Housing Project Steering Committee or other established dispute resolution means.

5. EXTENT OF THE SERVICES

For tendering and evaluation purposes it has been assumed that the construction cost of the engineering component of this project is R20,000,000, the electrical reticulation and street lighting is R 5,000,000 and the top structures R 52,000,000; all exclusive of VAT. The activity schedule has been structured in such a way that Service Providers are to tender, inter alia, a percentage fee based on this assumed construction cost. Final fees payable will however be adjusted according to actual construction costs.

A level 3 construction monitoring service is required for civil services and level 1 for electrical; in respect of which provisional sums have been allowed in the activity schedule. Service Providers will be required, in terms of the brief, to submit a proposal for providing such services for the Employer's approval, once the project nears the construction stage.

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

6. USE OF REASONABLE SKILL AND CARE

The Service Providers' attention is drawn to the fact that the project will take place in an area that is volatile with regards to gang activity and crime; and the professional team will have to take every possible measure to ensure their own safety and that of others.

The design will have to take cognisance of the potential for crime and try and minimise this by using effective design techniques such as informal surveillance.

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

7. REFERENCE DATA

A copy of the urban design framework report entitled "*Hanover Park Draft Public Investment Framework*" is available for inspection at the offices of the Employer during the tender period. A copy of this report will be made available to the appointed Service Provider for reference purposes.

8. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

9. APPROVALS

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

- (a) Approval of the implementation programme from the Employer,
- (b) Approval of the conceptual and preliminary designs from the City's relevant Engineering branches,

- (c) Approval of rezoning, subdivision and any departures required from the City's Land Use Management Branch. Further Provincial input and/ or approvals may be required depending on the exigencies of each site.
- (d) Approval of the project from Heritage Western Cape (*if required*),
- (e) Approval (authorisation) of the project from the Department of Environmental Affairs and Development Planning (*if required*),
- (f) Building plan approval for the sites on which development will be implemented;
- (g) Approval of the detail design, drawings and contract document from the Employer,
- (h) Wayleave approval from all service authorities,
- (i) Approval of the accommodation of traffic plans from the Traffic Manager,
- (j) Approval of the construction monitoring proposal from the Employer,
- (k) Approval for the employment of any specialist sub-consultants from the Employer (*if required*).

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

10. PROCUREMENT

10.1 Preferential Procurement

The works shall be executed in accordance with the conditions associated with the granting of preferences detailed in Schedule 19: Preferencing Schedule in Part T2.2 Returnable Schedules where preferences are granted in respect of B-BBEE contribution. In particular, where the Service Provider has declared in Section 5 of Returnable Schedule 19 that "I/we **DO NOT** intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as prime contractor qualify for" then the Service Provider may not sub-contract more than 25% of the value of the contract (as defined in Schedule 19) to sub-contractors that do not have an equal or higher B-BBEE status level than the Service Provider, unless the sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works.

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

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

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

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

The Service Provider shall submit to the Employer documentary evidence (either an original valid B-BBEE status level verification certificate in terms of the Construction Sector Charter on Black Economic Empowerment, or an Exempted Micro Enterprise certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 69 of 1984) or an accredited verification agency, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2011) of the B-BBEE status level of every sub-contractor employed by the Service Provider. Until such time as documentary evidence as described above has been submitted to the Employer, a sub-contractor shall be deemed to be a non-compliant contributor.

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

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

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

11. FORMAT OF COMMUNICATION

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

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

12. KEY PERSONNEL

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

- a) A **Project Manager (Team Leader)** with an appropriate post-graduate qualification in the built environment and at least 5 (five) years verifiable post graduate experience in the management of low cost housing development who will be responsible for all work carried out in terms of this tender.
- b) A **Town Planner** who is registered with SACPLAN with at least 5 (five) years verifiable post graduate experience in town planning practice who will be responsible for all work carried out in terms of this tender.
- c) A **Land Surveyor** with at least 5 (five) years verifiable post graduate experience in surveying low income housing developments who will be responsible for all work carried out in terms of this tender.
- d) An **Environmental Assessment Practitioner** with at least 5 (five) years verifiable post graduate experience in environmental impact assessments, who will be responsible for all work carried out in terms of this tender.
- e) An ECSA registered **Civil Engineer or Civil Engineering Technologist** with at least 5 (five) years verifiable post graduate experience in the design and construction of low cost housing developments and in possession of NQF 7 certification (Labour Intensive Construction Methodology) who will be responsible for all work carried out in terms of this tender.
- f) A Professional **Architect or Urban Designer** who is registered as such with the South African Council for the Architectural Profession (SACAP), with at least 5 (five) years verifiable post graduate experience and who has provided architectural services to at least two (2) subsidised housing projects.
- g) An **Electrical Engineer or Electrical Engineering Technologist** with at least 5 (five) years verifiable post graduate experience who will be responsible for all work carried out in terms of this tender.
- h) A **Beneficiary Administrator** with at least 3 (three) years verifiable experience in low income housing developments who will be responsible for all work carried out in terms of this tender.

13. MANAGEMENT MEETINGS

13.1 Management Meetings

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

13.2 Community/Stakeholder Meetings

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

13.3 Supply Chain Management (SCM) Committee Meetings

During the course of the Documentation and Procurement stage, the Service Provider shall attend and participate in the SCM Bid Specification and Bid Evaluation Committee meetings in order to present the contract document and tender evaluation report to the Employer.

13.4 Site/Technical Meetings

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

13.5 Ad-hoc Meetings

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

13.6 General

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

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

14. CLAIMS FOR PAYMENT

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

15. EMPLOYER'S RIGHT TO RECOVER COSTS

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

CITY OF CAPE TOWN

HUMAN SETTLEMENTS

CONTRACT NO. 253C/2016/7

PROVISION OF PROFESSIONAL SERVICES: PRELIMINARY DESIGN, DESIGN AND TENDER, WORKING
DRAWINGS AND CONSTRUCTION MONITORING: HANOVER PARK HOUSING PROJECT

C3.2 Annexes

Annex 1: B-BBEE Sub-contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

ANNEX 1

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT NO.

Value of the contract (as defined in Schedule 19: Preferencing Schedule) (P*)		R	B-BBEE Status Level of Prime Contractor		
Name of Sub-contractor (list all Sub-contractors)	B-BBEE Status Level of Sub-contractor ¹	Total Value of Sub-contract (excl VAT) ¹	Value of Sub-contract work to date (excl VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Prime Contractor	
Sub-contractor A		R	R	R	
Sub-contractor B		R	R	R	
Sub-contractor C		R	R	R	
			Total:	R	
			Expressed as a percentage of P*		%

¹Documentary evidence to be providedSignatures
 Declared by Contractor
 (Service Provider) to be true
 and correct:

Date: _____

 Verified by Employer's
 Representative:

Date: _____

Contract

Part C3: Scope of Work

Reference No. 253C/2016/17

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C3.2
Annexes

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO.

Value of the contract (as defined in Schedule 19: Preferencing Schedule) (P*)		R	B-BBEE Status Level of Joint Venture		
Name of Joint Venture partner (list all)	B-BBEE Status Level of each JV partner as at contract award	Percentage contribution of JV partner per JV Agreement ¹ A	Total value of JV partner's contribution (excl. VAT) ¹ $B = A\% \times P^*$	Value of JV partner's contribution to date (excl. VAT) ¹ C	Value of JV partner's contribution as a percentage of the work executed to date $D = C/P^* \times 100$
JV Partner A		%	R	R	%
JV Partner B		%	R	R	%
JV Partner C		%	R	R	%

¹Documentary evidence to be providedSignatures

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

Date: _____

Verified by Employer's Representative: _____

Date: _____

Part C4: Site Information

	Pages
C4.1 Locality Map of Development Sites	98 - 99

Locality Plan of Six Development Sites: Hanover Park: *Aerial View*



Locality Plan of Six Development Sites: Hanover Park: *Street View*

