

TENDER NO. 324C/2015/16



CITY OF CAPE TOWN
ISIXEKO 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 FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES

(RETURNABLE DOCUMENT)

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 59** of this document (see also Clause F.4.4 Invalid tenders on **page 18**).
- Table 1: Tender Preference Claim (B-BBEE contribution) is on **page 57** of this document.

ISSUED BY:

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

April 2016

For official use.

TENDER SERIAL No.: |

**SIGNATURES OF CITY OFFICIALS
AT TENDER OPENING**

1. _____

2. _____

3. _____

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 324C/2015/16

PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES

General Tender Information

TENDER ADVERTISED	:	15 April 2016
CLARIFICATION MEETING	:	10h00 on 25 April 2016 (Not compulsory but strongly recommended)
VENUE FOR CLARIFICATION MEETING	:	Offices of the City of Cape Town, Mayor's Parlour, 1 st Floor Block A, 1 Bridle Way, Royal Ascot, Milnerton
CLOSING DATE	:	17 May 2016
CLOSING TIME	:	10h00
CLOSING VENUE	:	Tender Box 159 at the Tender Submission Office, 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town
TENDER BOX 159	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.

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

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PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES

T1.1 Tender Notice and Invitation to Tender

The CITY OF CAPE TOWN, Director: Human Settlements invites tenders for Tender No. 324C/2015/16: PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES

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 **15 April 2016**.

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

Queries relating to any issues in these documents may be addressed to
No. or e-mail

A non-compulsory but strongly recommended clarification meeting with representatives of the Employer will be held on **25 April 2016 at 10h00** at the offices of the City of Cape Town, Mayor's Parlour, 1st Floor Block A, 1 Bridle Way, Royal Ascot, Milnerton

The closing time for receipt of tenders is **10h00 on 17 May 2016**.

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

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

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

CITY OF CAPE TOWN

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T1.2 Tender Data

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

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

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

Clause number	Tender Data
F.1	General
F.1.1	Actions <i>Add the following:</i> The Employer is the City of Cape Town, represented by the Director: Human Settlements: New Market Development
F.1.2	Tender Documents <i>Add the following:</i> The following documents form part of this tender: 1. The Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015) as published by the Construction Industry Development Board. Tenderers must obtain copies at their own cost from the Construction Industry Development Board Pretoria, [redacted] 2. The relevant sections as described in the Scope of Services of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015 as gazetted in Government Gazette No. 39480, 4 December 2015. 3. While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, the 2014/15 Housing Subsidy Quantum of the Western Cape Provincial Government and the Guideline Scope of Tariff of Fees from the National Department of Human Settlements Directorate, detailing a cost breakdown for Subsidised Housing Policy Framework and Programme Guidelines, is a useful document that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable. A copy of this document is available from the Employer's representative, upon request. 4. The City of Cape Town's Example CIDB document for Civil Contracts (SCM 509), latest version, obtainable on request from the Employer.

5. This tender document (which may also be obtained in electronic format – or parts thereof – in terms of F4.10) issued by the Employer (Tender No. 324C/2015/16: PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES), 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:

Tel:

Fax:

E-mail:

F.1.6.2 Competitive negotiation procedure

Add the following to F.1.6.2

A competitive negotiation procedure will not be followed.

F.1.6.3 Proposal procedure using the two-stage system

Add the following to F.1.6.3

A two-stage system will not be followed.

F.2 Tenderer's obligations

F.2.1 Eligibility

Add the following to F.2.1.1

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

F.2.1.1.1 City of Cape Town 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, [redacted] 12 [redacted] 1. Registration forms and related information are also available on the City of Cape Town's website [redacted] (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.

1. A **Lead Consultant (Project Manager)**, the tenderer, with at least a bachelor's degree qualification in the built environment, and at least 7 (seven) years verifiable post graduate experience in the management of planning and implementation of low-cost or affordable housing developments who will assume full contractual responsibility with the employer and full responsibility for the professional team and all the work carried out in terms of this tender, which is primarily assembling, managing and driving the professional team. The Lead Consultant must be a member of a relevant and recognised professional body or institute and must provide proof in this regard. **The Lead Consultant cannot fulfil a dual role of Project Manager and any of the other key positions required below.**
2. A **Geotechnical Engineer**, who is registered in terms of the Engineering Professions Act 2000 (Act No. 46 of 2000) as a Professional Engineer and who has the necessary experience and training to undertake geotechnical engineering work in relation to housing developments. The Engineer will have the required professional Indemnity Insurance and will be responsible for all such work carried out in terms of this tender.
3. An **Environmental Assessment Practitioner** with at least 5 (five) years verifiable post graduate experience and who meets the requirements in terms of EAP in environmental, noise and heritage impact assessments, who will be responsible for all such work carried out in terms of this tender.
4. A **Transport/Traffic Engineer** with at least 5 (five) years verifiable post graduate experience in Traffic impact assessments, who will be responsible for all such work carried out in terms of this tender.
5. A registered **Civil Engineer or registered Civil Engineering Technologist** with at least 5 (five) years verifiable post graduate experience in the design and construction of affordable housing development and possesses a NQF 7 EPWP certification (Labour Intensive Construction Methodology), who will be responsible for all civil infrastructure, planning, design and implementation work carried out in terms of this tender.
6. A registered **Electrical Engineer** with at least 5 (five) years verifiable post graduate experience in subsidy housing developments regarding electrical infrastructure planning, design and implementation and who will be responsible for all work carried out in terms of this tender.

7. A registered **Town Planner** with at least 5 (five) years verifiable post graduate experience in town planning practice for affordable housing projects and responsible for all town planning work carried out in terms of this tender. The Town Planner will also be required to provide a set of conceptual house plans and layouts for each site, the designs of which will be in line with the current urban planning design guidelines.
8. A registered **Health & Safety Officer/Specialist** with at least 5 (five) years verifiable post graduate/registration experience in residential construction sites, who will be responsible for all health & safety planning and assurance work carried out in terms of this tender.
9. A registered **Land Surveyor** with at least 5 (five) years verifiable post graduate experience in surveying low income housing developments and who will be responsible for all such work carried out in terms of this tender, including the uploading of the Approved General Plans to the City's GIS Department.
10. A **Clerk of Works (Civil)** with at least 7 (seven) years verifiable post graduate experience in construction site supervision of the construction of low-cost housing and related infrastructure, and possesses a NQF 5 EPWP certification (Labour Intensive Construction Methodology) who will be responsible for all on-site construction activities (incl. quality assurance) in terms of this tender.
11. An **Environmental Control Officer** with at least 2 (two) years verifiable post graduate experience in monitoring environmental compliance, who will be responsible for all such work carried out during the construction phase of this project
12. A competent **Community Facilitator** with at least 5 (five) years verifiable experience in low-cost housing processes, who will be responsible for all public participation and stakeholder engagement work to be carried out in terms of this tender.
13. A registered **Conveyancing Attorney** with at least 5 (five) years verifiable post graduate experience in low-cost housing property registration and transfers who will be responsible for all Conveyancing work carried out in terms of this tender.

All the professionals must currently be registered with their respective professional bodies, e.g. Engineering Council of South Africa. The registration numbers of these individuals must be indicated on Schedule 9, Part T2.2: Returnable Schedules. The Curriculum Vitae and proof of registration of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to Schedule 9. Key personnel will be expected to operate out of the local office, as the exigencies of this project require.

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.

F.2.1.1.4 Support resources

The Lead Consultant (Project Manager) and Civil Engineer must have access to, and familiarity with, a competent structural analysis software package that is capable of modelling the various elements of a pedestrian bridge. Details of the software package that will be used must be indicated on Schedule 10, Part T2.2: Returnable Schedules.

F.2.1.1.5 Professional indemnity insurance

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

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

F.2.1.1.6 Track record of tenderer

In order to be considered for an appointment in terms of this tender, the tenderer must have successfully completed at least three subsidy housing projects in the past 5 years.

F.2.1.1.7 Minimum score for quality

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

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

Description of Quality Criteria	Maximum possible score
Proposed work plan (approach and methodology)	10
Specific experience of key personnel	60
Availability/allocation of Resources	10
Track record of tenderer (with respect to Subsidy Housing Developments))	20
Maximum possible score	100 points

The minimum score for quality is 60 out 100 points. Tenderers that fail to achieve the minimum score for quality will not be further considered for evaluation.

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

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

Proposed Work Plan

A proposed work plan must be provided with the tender submission, attached to Schedule 13, Part T2.2: Returnable Schedules, which must be of sufficient detail (but preferably not more than 5 pages in length) to indicate that the project brief has been understood. That is, tenderers must show that they have appreciated the brief and have good insight as to what actions or activities are required and what challenges are to be overcome (the key issues), and indicate the approach and methodology that they

intend following in order to reach the required outcome. Up to 10 score points for this aspect of the tender submission will be awarded, with the applicable values as follows:

- a) Identification of key issues – up to 4 points
- b) Approach to/methodology for resolving key issues – up to 6 points.

Specific experience of key personnel

The Lead Consultant and Civil Engineer will each be awarded up to 8 points for specific experience which is relevant to this particular project. The overall score for this criterion will be sum of the scores for each of the key personnel, with the applicable values as follows:

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
1. Experience of Lead Consultant (Project Manager)	Project Managed Subsidy Housing projects not exceeding 100 housing units	2
	Project Managed Subsidy Housing projects between 100 and 300 housing units	4
	Project Managed Subsidy Housing projects exceeding 300 housing units	8

Description	Highest Scoring Option	Score
2. Experience of Assigned Geotechnical Engineer	Consulted in Subsidy Housing projects between 100 and 300 housing units	2
	Consulted in Subsidy Housing projects exceeding 300 housing units	4

Description	Highest Scoring Option	Score
3. Experience of Assigned Environmental Assessment Practitioner	Consulted in Subsidy Housing projects between 100 and 300 housing units	2
	Consulted in Subsidy Housing projects exceeding 300 housing units	4

Description	Highest Scoring Option	Score
4. Experience of Assigned Transport/Traffic Engineer	Consulted in Subsidy Housing projects between 100 and 300 housing units	2
	Consulted in Subsidy Housing projects between exceeding 300 housing units	4

Description	Highest Scoring Option	Score
5. Experience of Assigned Civil Engineer or Civil Engineering Technologist	Consulted in Subsidy Housing projects not exceeding 100 housing units	2
	Consulted in Subsidy Housing projects between 100 and 300 housing units	4
	Consulted in Subsidy Housing projects exceeding 300 housing units	8

Description	Highest Scoring Option	Score
6. Experience of Assigned Electrical Engineer	Consulted in Subsidy Housing projects between 100 and 300 housing units	1
	Consulted in Subsidy Housing projects exceeding 300 housing units	2

Description	Highest Scoring Option	Score
7. Experience of Assigned Town Planner	Consulted in Subsidy Housing projects between 100 and 300 housing units	2
	Consulted in Subsidy Housing projects between exceeding 300 housing units	6

Description	Highest Scoring Option	Score
8. Experience of Assigned Health and Safety Officer	Consulted in Subsidy Housing projects between 100 and 300 housing units	1
	Consulted in Subsidy Housing projects exceeding 300 housing units	4

Description	Highest Scoring Option	Score
9. Experience of Assigned Land Surveyor	Consulted in Subsidy Housing projects between 100 and 300 housing units	1
	Consulted in Subsidy Housing projects exceeding 300 housing units	4

Description	Highest Scoring Option	Score
10. Experience of Clerk of Works	Consulted in Subsidy Housing projects between 100 and 300 housing units	2
	Consulted in Subsidy Housing projects exceeding 300 housing units	4

Description	Highest Scoring Option	Score
11. Experience of Assigned Environmental Control Officer	Consulted in Subsidy Housing projects between 100 and 300 housing units	1
	Consulted in Subsidy Housing projects exceeding 300 housing units	4

Description	Highest Scoring Option	Score
12. Experience of Assigned Community Facilitator	Consulted in Subsidy Housing projects between 100 and 300 housing units	2
	Consulted in Subsidy Housing projects exceeding 300 housing units	4

Description	Highest Scoring Option	Score
13. Experience of Assigned Conveyancing Attorney	Consulted in Subsidy Housing projects between 100 and 300 housing units	2
	Consulted in Subsidy Housing projects exceeding 300 housing units	4

Tenderers must ensure that the Curriculum Vitae provided in respect of the key personnel listed above, contain details of all relevant experience, be appended to Schedule 9, Part T2.2: Returnable Schedules.

Availability/allocation of Resources

Tenderers must indicate what resources, other than the key personnel listed in clause F.2.1.1.3 above, they have at their disposal and intend allocating to this project as and when required. These resources are equipment, hardware and software and support staff. Hardware and software resources shall be listed on Schedule 10 part T2.2, returnable schedule. All support staff shall be listed on Schedule 16, Part T2.2 : Returnable Schedules. Up to 5 score points will be awarded for the appropriate allocation of resources and support staff, over and above the key personnel listed, with the applicable values as follows:

- a) Hardware and software – Up to 4 points
- b) Staff compliment – Up to 6 points

STAFF COMPLIMENT

<u>Description</u>	<u>Highest Scoring Option</u>
1. 5 or more Support Staff Compliment	6
2. 2 to 4 Support Staff Compliment	3
3. 1 to 2 Support Staff Compliment	2

HARDWARE AND SOFTWARE COMPLIMENT	
<u>Description</u>	<u>Highest Scoring Option</u>
1. CAD or similar software package	Up to 4 points
2. MS Project software package	
3. Civil Engineering Design software package	
4. A4 to A0 Printing hardware package	
5. Overhead project hardware package	
6. Any other applicable software and hardware package	

Track Record (Housing Projects)

Tenderers must list, on Schedule 13, Part T2.2, Returnable Schedules, all housing projects that have been successfully completed in the local office of the tenderer in the past 5 years. Possible points:20

COMPANY TRACK RECORD

<u>Description</u>	<u>Highest scoring Option</u>	<u>Score</u>
A list of similar or comparable projects successfully completed by the Lead Consultant's Company during the last 5 years	3 equally large or larger BNG housing projects (300 or more houses per project) completed in the last 5 years.	10
	1 equally large or larger BNG housing project (300 or more houses) completed in the last 5 years.	6
	1 or more smaller BNG projects (between 100 and 299 houses per project) completed in the last 5 years	4
	1 or more smaller BNG projects (less than 100 houses per project) completed in the last 5 years	2

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

PROPOSED WORK PLAN SCORING CHART

<u>Description</u>	<u>Highest Scoring Options</u>		
1. Identification of project brief and key issues pertaining to the execution of the Project	Good (4 points)	Fair (2 point)	Poor (1 points)
2. Approach to/methodology for resolving key issues as mentioned above	Good (6 points)	Fair (4 points)	Poor (2 point)

- F.2.7 Clarification meeting**
Add the following:
 A non-compulsory but strongly recommended clarification meeting will be held on **25 April 2016 at 10h00** at the offices of the City of Cape Town Offices, Mayor's Parlour, 1st Floor Block A, 1 Bridle Way, Royal Ascot, Milnerton
- F.2.10.3 Price variations**
 Tenderers are referred to Clauses 3.9.3 and 3.16.2 in Part C1.2: Contract Data and to Part C2.1: Pricing Assumptions in the Pricing Data regarding contract price adjustment, as applicable.
- F.2.13 Submitting a tender offer**
Add the following to F.2.13.1
- F.2.13.1** Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.
- Add the following to F.2.13.2:*
- F.2.13.2** Printed Activity Schedules, in the same format (that is, layout, scheduled items and quantities) as those issued electronically by the Employer on request, may be submitted in terms of F.4.10 c).
- Add the following to F.2.13.3*
- F.2.13.3** Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.
- Add the following after the first sentence of F.2.13.4:*
- F.2.13.4** The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
- Add the following to F.2.13.5:*
- F.2.13.5** The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:
- Location of tender box: [REDACTED]
 Physical address: [REDACTED]
- Identification details: Tender number: **324C/2015/16: PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES**
- Title of tender:
 Name and address of tenderer : (to be inserted by tenderer)
- Sealed tenders with the Tenderer's name and address and the endorsement "TENDER NO. **324C/2015/16: PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES**" 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)**.

- Replace sub-clause F.2.16.2 with the following:*
- F.2.16.2 Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer.
- Any further conditions introduced by the tenderer will be considered at the sole discretion of the Employer.
- F.2.17 **Clarification of tender offer after submission**
Add the following:
 A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification.
- F.2.18 **Provide other material**
Delete the following word in F.2.18.1:
- F.2.18.1 notarized
- Add the following to F.2.18.1:*
- F.2.18.1 Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million:**
- audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
 - a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
 - particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
 - a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.
- Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.
- F.2.23 **Certificates**
Add the following:
 The tenderer is required to submit the following:
- F.2.23.1 **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, [REDACTED]
- 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, [REDACTED] Cape Town ([REDACTED])
- 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, [REDACTED]

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 has failed to achieve the minimum score for quality as stated in F.2.1.1.3.

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

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

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

Exempted Micro Enterprises (EMEs)

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

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

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

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

F.3.11.10

Risk Analysis

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

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

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

F3.13

Acceptance of tender offer

Add the following to F.3.13:

F.3.13.1

Tender offers will only be accepted if:

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

F.3.13.2

Disputes, objections, complaints and queries

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

- Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
- Objections, complaints, queries and disputes must be submitted in writing to the Manager: Statutory Compliance (Compliance and Auxiliary Services: Legal Services),

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),

F.3.16

Notice to unsuccessful tenderers

Replace the heading above with:

Notice to successful and unsuccessful tenderers

Add the following to F.3.16.1:

F.3.16.1

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

Replace sub-clause F.3.16.2 with the following:

F.3.16.2

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

F.3.17

Provide copies of the contract

Add the following:

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

F.4

Additional Conditions of Tender

The additional conditions of tender are:

F.4.1

Compliance with Occupational Health and Safety Act 1993

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

F.4.2

Claims arising after submission of tender

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

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

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

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

F.4.3 Imbalance in tendered rates

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

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

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

F.4.4 Invalid tenders

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

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

F.4.5 Negotiations with preferred tenderers

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

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

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

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

F.4.6 General supply chain management conditions applicable to tenders

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

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

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

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

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

F.4.7

Combating abuse of the Supply Chain Management Policy

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

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

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

F.4.8 UIF payments

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

F.4.9 Consultancy services provided to organs of state

In terms 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 not exceed the current budget cycle, it will not be subjected to Section 33 of the Municipal Finance Management Act, 56 of 2003.

Annex F

(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

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

F.1.4 Communication and employer's agent

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

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The Employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

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

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

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

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

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

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

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

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

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

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

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

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

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

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

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

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

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

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

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

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

F.3.11.8 Scoring preferences

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

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

F.3.11.9 Scoring quality

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

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

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

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

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CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 324C/2015/16

PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES

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.....	33 – 34
2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	35 – 36
3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	37
4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	38
5: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER.....	39
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12: TRACK RECORD	48
13: PROPOSED WORK PLAN.....	49
14: ISO 9001: 2008 CERTIFICATION	50
15: OTHER CRITERIA	51

2. Other documents required for tender evaluation purposes

- Joint Venture Agreement (if applicable) - append to Schedule 3.
- Curriculum Vitae of Key Personnel as applicable - append to Schedule 9.
- Documentary evidence/proof of Professional Indemnity Insurance - append to Schedule 11.
- A proposed work plan - append to Schedule 13.
- Documentary evidence/proof of ISO 9001: 2008 certification - append to Schedule 14.

3. Returnable Schedules that will be incorporated into the Contract

16: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)	52
17: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN.....	53
18: RECORD OF ADDENDA TO TENDER DOCUMENTS	54

4. Other documents that will be incorporated into the contract

19: PREFERENCING SCHEDULE (where preferences are granted in respect of B-BBEE contribution).....	55 – 57
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5. C1.1 The offer portion of the C1.1 Offer and Acceptance

6. C1.2 Contract Data (Part 2)

7. C2.2 Activity Schedule

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

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 324C/2015/16

PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES

T2.2 Returnable Schedules

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: N/A

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

- | | |
|---|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of 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 DIRECTORATE

CONTRACT NO. 324C/2015/16

PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES

SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. 324C/2015/16: PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES

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

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

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

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

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

Signature

Date

12/05/2016

Name

Position

MANAGING MEMBER

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 324C/2015/16

PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES

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

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 324C/2015/16

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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

MANAGING MEMBER

Position

12/05/2016
Date

Name of Tenderer/Contractor

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

Tender

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 324C/2015/16

PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES

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.: 324C/2015/16: PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES

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 Kuils River on the 12th day of May 2016
(PLACE) (DATE) (MONTH) (YEAR)

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

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

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SCHEDULE 6: CONFIRMATION OF CoCT VENDOR DATABASE REGISTRATION

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

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

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 324C/2015/16

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SCHEDULE 7: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

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

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

CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE				
TITLE OF PROJECT	VALUE OF CONTRACT	EMPLOYER	DATE COMPLETED	SIMILAR SERVICE
	R 10.2 m		FEB 2013	X
	R 42 m		CURRENT	X
	R 61 m		CURRENT	X
	R 36 m		CURRENT	X
SEE ATTACHED PRACTICE RECORD				

SIGNED ON BEHALF OF TENDERER:.....

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

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SCHEDULE 8: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSAL

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 324C/2015/16

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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.

1. LEAD CONSULTANT (PROJECT MANAGER)				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	MANAGING DIRECTOR			31
2. GEOTECHNICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	CIVIL MAKING AND MINING ENGINEERING GEOTECHNICS			21
3. ENVIRONMENTAL ASSESSMENT PRACTITIONER				
NAME	JOB TITLE	QUALIFICATIONS	MEET REQUIREMENTS OF PROFESSIONAL BODY.	NO. OF YEARS SPECIFIED EXPERIENCE
	ENVIRONMENTAL PRACTITIONER			20
4. TRANSPORT/TRAFFIC ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	TRAFFIC ENGINEER			21

5. CIVIL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	22 DIRECTOR CIVIL ENGINEER			25 23 35

6. ELECTRICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	ELECTRICAL ENGINEER			

7. TOWNPLANNER				
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	TOWN PLANNER			16

8. HEALTH AND SAFETY OFFICER or HEALTH AND SAFETY SPECIALIST				
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	HEALTH & SAFETY			10

9. LAND SURVEYOR				
NAME	JOB TITLE	QUALIFICATIONS	NOT APPLICABLE	NO. OF YEARS SPECIFIED EXPERIENCE
	PROFESSIONAL LAND SURVEYOR			40

10. CLERK OF WORKS (Civils)				
NAME	JOB TITLE	QUALIFICATIONS	NOT APPLICABLE	NO. OF YEARS SPECIFIED EXPERIENCE
	CLERK OF WORKS			31

11. ENVIRONMENTAL CONTROL OFFICER				
NAME	JOB TITLE	QUALIFICATIONS	NOT APPLICABLE	NO. OF YEARS SPECIFIED EXPERIENCE
	SENIOR ENVIRONMENTAL PRACTITIONER			8.

12. COMMUNITY FACILITATOR				
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	COMMUNITY FACILITATOR			13

13. CONVEYANCING ATTORNEY				
NAME	JOB TITLE	QUALIFICATIONS	PROFESSIONAL REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	CONVEYANCER			18

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

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SCHEDULE 10: SUPPORT RESOURCES

The tenderer is referred to clause F.2.1.1.4 of the Tender Data and shall state below what 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.

HARDWARE AND SOFTWARE PACKAGE/S AVAILABLE FOR USE		
NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/ LICENCED OR OTHER
AUTO CAD 2015 CIVIL 3D 2015 MS PROJECTS 2013 MS OFFICE 2013 BIMSOFT PROCON CIVIL DESIGNER		LICENCED ↓
Please see 'Available Resources' for more info on staffing, equipment, etc.		

SIGNED ON BEHALF OF TENDERER:.....

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

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SCHEDULE 12: TRACK RECORD

The tenderer is referred to clause F.2.1.1.6 of the Tender Data and shall indicate on the schedule below all civil engineering residential projects that have been successfully completed in their **local office**, in the past 5 years or that are underway at present.

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary).

TRACK RECORD			
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED (if applicable)
KANONKOP LOW COST HOUSING: 455 RESIDENTIAL UNITS	R10.2m	CoC: Human Sett.	FEB 2013
VALHALLA PARK LOW COST HOUSING 477 HOUSING UNITS	R42m		CURRENT
BLUE DOWNS MILITARY VETERANS HOUSING 259 UNITS	R61m	WCG: DEPT. OF HUMAN SETTLEMENTS	ONGOING
CAPE AGULHAS: GAP + BNG HOUSING UNITS IN BREDASDORP, STRAISBACH ARNSPON	R36m	CAPE AGULHAS HOUSING + INFORMAL SETTLEMENTS	ONGOING

Please see 'Track Record' attached to full experience listing & other civil-related projects

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

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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.

CITY OF CAPE TOWN

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SCHEDULE 15: OTHER CRITERIA

Not used.

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.

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT (Weeks)
	CIVIL ENG TECHNOLOGIST	CIVIL ENGINEERING TECHNOLOGIST	B. TECH	
	CIVIL ENG TECHNOLOGIST	CIVIL ENGINEERING TECHNOLOGIST	B. TECH	
	CIVIL ENG TECHNICIAN	CIVIL ENGINEERING TECHNICIAN	N. DIP CIVIL	
	CIVIL ENG TECHNICIAN	CIVIL ENGINEERING TECHNICIAN / STRUCTURES	N. DIP CIVIL	
	SENIOR STRUCT. TECHNICIAN	STRUCTURAL ENGINEER DESIGNS FOR FOUNDATIONS HOUSING ELEMENTS	N. DIP	
	CIVIL ENG TECHNOLOGIST	CIVIL / STRUCTURAL ENGINEERING TECHNOLOGIST	B. TECH N. DIP	
	CIVIL ENG. TECHNOLOGIST	CIVIL ENG - TRANSPORT, WATER, INFRASTRUCTURE	B. TECH	
	SENIOR CIVIL TECHNICIAN	INFRASTRUCTURE (28 YRS EXPERIENCE)	N. DIP	

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of Tenderer)

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

The Tenderer:

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

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

Signature

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

at Kuils River on the 12th day of May 2016
(PLACE) (DATE) (MONTH) (YEAR)

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 324C/2015/16

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SCHEDULE 18 : RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.	10 MAY 2016	NOTICE TO TENDERERS #1
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES

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 1	☒
Non-compliant contributor	☐

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

5 Declarations

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

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

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

☐

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

☒

Note:

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

SIGNED ON BEHALF OF TENDERER:

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

Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance	59– 63
C1.2 Contract Data	64-69
C1.3 Occupational Health and Safety Agreement.....	70-71

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 324C/2015/16

PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES

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 324C/2015/16: PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES

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 * *Two million four hundred and three thousand six hundred and Seventy seven rands and Sixty three cents* (in words);
R *2,403,677.63* (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 *MANAGING MEMBER*

for the tenderer

(Name of organization/tenderer) *

(Address of organization/tenderer)

Name and signature of witness Date *12/05/2016*

For official use.
INITIALS OF CITY OFFICIALS AT TENDER OPENING
1. <i>A</i>

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

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

Name and
signature
of witness

Date

22 FEBRUARY 2018

Schedule of Deviations

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

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

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

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

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

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 .. 07/03/2018

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)

Name and
signature
of witness

Date .. 22 FEBRUARY 2018

Confirmation of Receipt

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

the 7th (day)
of March (month)
2018 (year)
at Bellville (place)

For the Service Provider:

Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature

Name

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 324C/2015/16

PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES

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 FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES

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

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

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

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

Clause 3.2

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

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is the **Director: Human Settlements: New Market Development**

The address for receipt of communications is:

Telephone:

Facsimile:

E-mail:

Postal Address:

Physical Address:

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 sites of the proposed new housing developments. 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.

It is also brought to the attention of the tenderer that the estimated duration of this project will be **36** months from date of commencement. Cost Price Adjustment will thus not be applicable to this contract. It is also brought to the attention of the tenderer that should the National Human Settlements Department increase the indirect cost for municipal engineering services of a serviced stand, applications for these additional fees will be applied for.

Clause 4.7:

Add the following:

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

Clause 5.4.1:

Add the following:

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

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

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

Clause 5.4.2

Add the following:

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

Add the following clause after Clause 5.4.2:

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

Clause 5.5:

Add the following:

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

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

Clause 6.4:

Add the following clause after Clause 6.3:

6.4 Conflict of interest

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

Clause 7.1.2

Add the following:

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

Clause 7.2.1:

Add the following:

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

Clause 8.1:

Add the following:

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

Clause 8.4.1:

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

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

CONTRACT NO. 324C/2015/16

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION OF A PEDESTRIAN BRIDGE AND APPURTENANT NON-MOTORISED TRANSPORT FACILITIES IN HEIDEVELD

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 Kings River on the 12th day of May, 2016

Witness

Signed at CAPE TOWN on the 22nd day of FEBRUARY, 2018

Witness

Mandatar

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

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C2.2 Activity Schedule	78-81

PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES

C2.1 Pricing Assumptions

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

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.
2. While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, the 2014/15 Housing Subsidy Quantum of the Western Cape Provincial Government and the Guideline Scope of Tariff of Fees from the National Department of Human Settlements Directorate, detailing a cost breakdown for Subsidised Housing Policy Framework and Programme Guidelines is a useful document that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.
3. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Percentage Fee:	The agreed fee for a service, the extent of which is described in the Scope of Work, expressed as a percentage of a construction contract value or part thereof.
4. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. An item against which no price or a nil rate is entered will be considered to be covered by the other prices or rates in the Activity Schedule.
5. The rates, sums, percentage fees and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, 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. 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 Works.
10. 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:

1. Lead consultant (Project Manager): Stage of Services	Percentage points for each stage
Conditional Project Funding Approval	5
Completion of pre-planning studies (eg Geotechnical, EIA, TIA, etc)	10
Establishment of Housing Project Steering Committee	5
USDG Project Funding Approval (N6)	5
Approval of Civil Engineering Design	20
Project Enrolment with the NHBRC	10
Civil Tender approval by City	10
Civil Contractor on site	5
50 % complete civil contract	10
Civil services completion certificate	10
Approval of General Plan	5
100 Civil Engineering Services completion	5

2. Geo-Technical Engineer: Stage of Services	Percentage points for each stage
Preliminary Geotechnical Investigation Report	20
Phase 1 Geotechnical Investigation Report	30
USDG Funding Application Approval	20
Phase 2 Geotechnical Investigation	20
100 % Civil Engineering Services completion	10

3. Environmental Assessment Practitioner: Stage of Services	Percentage points for each stage
Environmental Pre-feasibility Scanning Report to identify risks	20
Environmental Scoping Report	20
Environmental Impact Study	20
Environmental Management Plan	20
Record of Decision	15
Final Approval	5

4. Transport Engineer: Stage of Services	Percentage points for each stage
Environmental Pre-feasibility Scanning Report to identify risks	20
Environmental Scoping Report	20
Traffic Impact Study	20
Traffic Management Plan	20
Record of Decision	15
Final Approval	5

5. Civil Engineer: Stage of Services	Percentage points for each stage
Preliminary design	10
Approval of final design	25
Tender documentation & tendering	20
Construction site supervision	30
Completion certificates	5
Final completion certificate and hand-over	5
Submission of As-built drawings	5

6. Electrical Engineer: Stage of Services	Percentage points for each stage
Preliminary design	10
Approval of final design	25
Tender documentation & tendering	20
Construction site supervision	30
Completion certificates	5
Final completion certificate and hand-over	5
Submission of As-built drawings	5

7. Town Planner : Stage of Services	Percentage points for each stage
Completion of orientation and consultation	5
Obtain Conveyancing for all planning applications	5
Completion of application for Rezoning and Subdivision to the satisfaction of the City	10
Submission of Land Use Application to Town Planning for approval	10
Completion of Public Participation process including 6 workshops with Housing Project Steering Committee	30
Orientation, consultation and conceptualization of house typologies and costing	10
Completion and in-principal approval of 3 conceptual site development plans	10
Approval of Land Use Application	20

8. Health & Safety Officer: Stage of Services	Percentage points for each stage
Risk assessment	5
Completion of Occupational Health & Safety Plan	20
Site inspections and monitoring	45
Auditing, reporting and meetings	30

9. Land Surveyor: Stage of Services	Percentage points for each stage
SG & Deed searches, topographical survey & control points	20
Supply Provisional General Plans	20
Approval of Final General Plans	20
Setting out of block corners, Erf. beacons, etc.	40

10. Clerk of Works Stage of Services	Percentage points for each stage
Establishment of Civils contractor on site	5
On-site monitoring and evaluation: Civils 25% completed	20
On-site monitoring and evaluation: Civils 50% completed.	20
On-site monitoring and evaluation: Civils 75% completed.	20
On-site monitoring and evaluation: Civils 100% completed.	20
Attendance of project meetings and report back	10
Final reconciliation report	5

11. Environmental Control Officer: Stage of Services	Percentage points for each stage
Establishment of Civils contractor on site	10
Construction monitoring	60
Civils Construction Completed	20
Completion of site closure checklist	10

12. Community Facilitator: Stage of Services	Percentage points for each stage
Orientation, facilitation, stakeholder identification & establishment of Housing Project Steering Committee	70
Completion of Public Participation process (public meetings, workshops ,etc)	30

13. Conveyancing Attorney (Required for duration of Project): Stage of Services	Percentage points for each stage
Orientation, Deed Searches, Title Restrictions, Consolidations, etc.	80
Reconciliations and final report	20

"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).

11. 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.
12. 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.
13. 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).
14. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
15. 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 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.
17. 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.

18. 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.
19. 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).
20. 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.
21. 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.
22. If the Service Provider deems it necessary to appoint a sub-consultant as Environmental Officer (EO), the cost thereof must be included in the fee tendered for this aspect of the project.
23. 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. 2.2 of the Activity Schedule).
24. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
25. 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

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 324C/2015/16

PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES

C2.2 Activity Schedule

While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, the 2014/15 Housing Subsidy Quantum of the Western Cape Provincial Government and the Guideline Scope of Tariff of Fees from the National Department of Human Settlements detailing a cost breakdown for the Subsidy Housing Units Policy Framework and Programme Guidelines, is a useful document that will give tenderers some idea of low-cost housing industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.

NORMAL SERVICES

1. Lead Consultant (Project Manager)

Item 1 carried forward to summary:

361 BNG erven x R.....710,00..... (fee per erf) = R.....256 310,00.....

Total R.....256 310,00.....

2. Geotechnical Engineer

Item 2 carried forward to summary:

361 BNG erven x R.....270..... (fee per erf) = R.....97 470,00.....

Total R.....97 470,00.....

3. Environmental Assessment Practitioner

Item 3 carried forward to summary:

361 BNG erven x R.....250..... (fee per erf) = R.....90 250,00.....

Total R.....90 250,00.....

4. Transport/Traffic Engineer

Item 4 carried forward to summary:

361 BNG erven x R.....225..... (fee per erf) = R.....81 225,00.....

Total R.....81 225,00.....

5. Civil Engineer

Item 5 carried forward to summary:

361 BNG erven x R.....750..... (fee per erf) = R.....81 225,00.....

Total R.....81 225,00.....

6. Electrical Engineer

Item 6 carried forward to summary:

361 BNG erven x R.....875,00..... (fee per erf) = R.....315 875,00.....

Total R.....315 875,00.....

7. Town Planner

Item 7 carried forward to summary:

361 BNG erven x R.....399,00..... (fee per erf) = R.....144 039,00.....

Total R.....144 039,00.....

8. Health & Safety Officer

Item 8 carried forward to summary:

361 BNG erven x R.....110,00..... (fee per erf) = R.....39 710,00.....

Total R.....39 710,00.....

9. Land Surveyor

Item 9 carried forward to summary:

361 BNG erven x R.....330,00..... (fee per erf) = R.....119 130,00.....

Total R.....119 130,00.....

10. Clerk of Works (Civils)

Item 10 carried forward to summary:

361 BNG erven x R.....240,00..... (fee per erf) = R.....86 640,00.....

Total R.....86 640,00.....

11.Environmental Control Officer

Item 11 carried forward to summary:

361 BNG erven x R.....210,00..... (fee per erf) = R.....75 810,00.....

Total R.....75 810,00.....

12.Community Facilitator

Item 12 carried forward to summary:

361 BNG erven x R.....164,57..... (fee per erf) = R.....55 799,77.....

Total R.....55 799,77.....

13.Conveyancing Attorney

Item 13 carried forward to summary:

361 BNG erven x R.....41,55..... (fee per erf) = R.....14 999,55.....

Total R.....14 999,55.....

Item 14: Recoverable Expenses (Disbursements) – all disciplines

Item No.	Description	Unit	Quantity	Rate	Amount R	c
14.1	Recoverable expenses in respect of printing/copying as specified below:					
	Printing: size A0,	No	50	R30	R1500	00
	Printing: size A1,	No	50	R22	R1100	00
	Printing: size A2,	No	500	R18	R9000	00
	Printing/copying: size A4 (reports and tender documents only),	No	8000	R0,90	R7200	00
	Compilation and binding of reports/tender documents, books of drawings.	No	50	R50	R2500	00
	Electronic Data provided on Compact Disk	No.	20	R150	R3000	00
14.2	Recoverable expenses in respect of travelling.	Provisional Sum	-	-	60 000	00

14.3	Other costs incurred on behalf of and with the approval of the Employer.	Provisional Sum	-	-	180 000	00
14.4	Extra over item 14.3 above in respect of all other costs, overhead charges and profit.	%	180 000			
	TOTAL OF ITEM No 14 TO SUMMARY				268 800,00	

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 324C/2015/16

PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES

SUMMARY OF ACTIVITY SCHEDULE

A: TOTAL OF ITEM No. 1	R 256 310,00
B: TOTAL OF ITEM No. 2	R 97 470,00
C: TOTAL OF ITEM No. 3	R 90 20,00
D: TOTAL OF ITEM No. 4	R 81 225,00
E: TOTAL OF ITEM No. 5	R 270 750,00
F: TOTAL OF ITEM No. 6	R 315 875,00
G: TOTAL OF ITEM No.7	R 144 039,00
H: TOTAL OF ITEM No.8	R 39710,00
I: TOTAL OF ITEM No.9	R 119 130,00
J: TOTAL OF ITEM No.10	R 86 640,00
K: TOTAL OF ITEM No.11	R 75810,00
L: TOTAL OF ITEM No.12	R 56 799,55 55 799,77
M: TOTAL OF ITEM No. 13	R 14 999,55 14 999,55
N: TOTAL OF ITEM No.14	R 268 800,00
O: SUB-TOTAL (A TO N)	R 1916808,32
P: <u>CONTINGENCIES</u>	
Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Employer may direct and to be deducted in whole or in part if not required	R 191 680,83
Q: TOTAL INCLUDING CONTINGENCIES	R 2108 489,15
R: VALUE ADDED TAX	
ADD: VAT at the rate of 14% of P above	R 295188,48
S: TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE (Q+R)	R 2403 677,63

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. 324C/2015/16: PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

SIGNED ON BEHALF OF THE TENDERER:

Part C3: Scope of Work

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CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

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PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES

C3.1 Scope of Work

CONTENTS

1. INTRODUCTION
2. BACKGROUND
3. EMPLOYER'S OBJECTIVE
4. DESCRIPTION OF THE SERVICES REQUIRED
5. EXTENT OF THE SERVICES
6. USE OF REASONABLE SKILL AND CARE
7. BRIEF
8. REFERENCE DATA
9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS
10. APPROVALS
11. PROCUREMENT
12. FORMAT OF COMMUNICATION
13. KEY PERSONNEL
14. MANAGEMENT MEETINGS
15. CLAIMS FOR PAYMENT
16. EMPLOYERS RIGHT TO RECOVER COSTS

1. INTRODUCTION

One of the key lessons learnt in the review of the outcomes of housing programmes since 1994 is that, owing to a variety of reasons, low income settlements continued to be located on the urban periphery without the provision of social and economic amenities, as in the Apartheid era.

Hence a new Programme, The Integrated Residential Development Programme (IRDP) has been introduced to facilitate the development of integrated human settlements in well-located areas that provide convenient access to urban amenities, including places of employment. The Programme also aims at creating social cohesion.

The land use and income group mix will be based on local planning and needs assessment.

This invitation calls for the submission of a tender from a Lead Consultant (Project Manager) who shall assemble a team with the expertise in the disciplines of Civil Engineering, Town Planning, Environmental Assessment, Land Surveying, Community Facilitation, Conveyancing and Electrical Reticulation and street lighting, to plan, design and monitor the construction of civil and electrical infrastructure for approximately 361 serviced erven, situated on 3 vacant sites in the Bonteheuwel area. Particular experience in the delivery of sustainable, quality, high density low-cost housing projects is essential.

The project will be funded in two phases, the first phase, being this tender, from the Urban Settlement Development Grant (USDG) and the second phase, being the construction of the top-structures from the Human Settlements Development Grant (HSDG), once the external grant funding has been approved by the Provincial Department of Housing.

A professional Service provider is required to provide the professional services necessary to implement this project, which, in terms of the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for Contract No 324C/2015/16: PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT, COMPRISING OF 361 RESIDENTIAL SITES, which will be evaluated using a financial offer and preferences based system as described in the tender data.

DESCRIPTION OF THE SERVICES REQUIRED

The Service Provider is required to provide the following services:

2.1 The Lead Consultant (Project Manager)

The Lead Consultant shall appoint the professional team which will comprise of the Geo-Technical Engineer, Environmental Assessment Practitioner, Transport Engineer, Civil Engineer, Town Planner, Architect, Health and Safety Officer, Land Surveyor, Clerk of Works, Environmental Control Officer, Community Facilitator and a Conveyancing Attorney.

In the interest of promoting objectivity and minimizing conflict of interest the Lead Consultant shall not have any vested interest in, or belong to any companies/firms as that of any professional(s) he intends to appoint for this tender, with the exception of the Beneficiary Housing Subsidy Administrator.

The Lead Consultant (Project Manager) shall be responsible for the following:

- 2.1.1 Co-ordinating and driving all the work streams to ensure all stakeholders perform and contribute so that the project targets and objectives are achieved and completed in the shortest possible time.

The project area lies within the Eskom jurisdictional supply area and therefore the proposed densified subdivisional layout needs to be workshopped with Eskom and other key stakeholders to ensure the re-installation of electricity and other utilities infrastructure due to vandalism and the provision of electricity to the new (densification) even timeously.

- 2.1.2 Project Communication will include the following duties:

- The Lead Consultant (Project Manager) shall report directly to the City's internal Project Manager assigned to the project. All deliverables will be submitted to the City's Project Manager as draft documents for review and comment;
- Organising and chairing regular meetings of the Professional Team;
- Arranging and attending Project Steering Committee meetings;
- Secretarial services for the Professional Team and Project Steering Committee;
- Programme and budget updates must be provided at monthly meetings;
- Applying for project approval and funding from Provincial Government;
- Provincial Government must be provided with any information they require in terms of their subsidy and project approvals.

The composition of the Project Steering Committee will consist of: Representatives of the beneficiary community, Ward Councillor, Sub-Council Chair or nominated Councillor Representative, Relevant City Officials, Consultants and an official from PGWC. (Refer to City of Cape Town's policy document on "Housing Project steering Committee").

The Professional Team will comprise the Project Manager, Geo-Technical Engineer, Environmental Assessment Practitioner, Transport Engineer, Civil Engineer, Town Planner, Architect, Health and Safety Officer, Land Surveyor, Clerk of Works (Civils), Environmental Control Officer, Community Facilitator, Conveyancing Attorney, relevant City & Provincial officials.

The Professional Team will attend Project Steering Committee meetings, Planning, Design Development meetings, Technical meetings, Site Meetings and Public Meetings, as and when required.

- 2.1.3 Time Management: including the preparing and updating of a project programme, and ensuring adherence to it by all professionals and contractors.
- 2.1.4 Risk Management: including the identification of, assessment of, ongoing control of and mitigation measures against risk. Putting Risk Management plan in place.
- 2.1.5 Cost Management: including budgeting all sources of finance – state housing subsidy, MIG (if required), the City's contribution to the increased service levels, end-user finance and beneficiary contributions. The applications to Province for project approval and subsidy funds will also form part of the brief.
- 2.1.6 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 Building Inspector is not accountable for the quality of workmanship.
- g) 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.
- h) Progress payment certificates issued by the Project Manager must be rigorously correlated to the quality management system.
- i) Original records of the quality management system must be kept off-site with copies on site for ease of reference during physical audits

2.1.7 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 Lead Consultant (Project Manager) is to ensure that the Civil Contractor and the Builders implement the EPWP principles, including recruitment and accredited training of unemployed people, and in service training. The Contractor and Builders must have on their staff managers and supervisors who have been certified by accredited training institutions to implement EPWP projects. The Lead Consultant (Project Manager) will ensure that proper records are kept of all EPWP initiatives.

2.1.8 Sustainable construction through an increase in the City's use of renewable energy, environmental conservation 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 Directorate, Health, Social and Human Capital Development and Good Governance and Regulatory Reform in this contract.

2.1.9 Project Enrolment of the project with the NHBRC (or ensuring that the contractor complies with all the NHBRC requirements. (All fees payable to the NHBRC will be paid by the CoCT)

2.2 Geotechnical Engineer

2.2.1 The Geo-Technical Engineer shall be responsible for the following:

- Provide a Preliminary Geotechnical Site Investigation all in accordance with the requirements of the Generic Specification GFSH-2 of the National Department Human Settlements
- Provide a Phase 1 Geotechnical Site Investigation all in accordance with the requirements of the Generic Specification GFSH-2 of the National Department Human Settlements
- Provide a Phase 2 Geotechnical Site Investigation all in accordance with the requirements of the Generic Specification GFSH-2 of the National Department Human Settlements

2.3 Environmental Assessment Practitioner

2.3.1 The Environmental Assessment Practitioner shall be responsible for the following:

- Ascertain and obtain all required Environmental Authorisation in accordance with the requirements and regulations of the National Environmental Management Act (No. 107 of 1998) (NEMA)
- Provision of an Environmental Impact Assessment (EIA)

2.4 Transport/Traffic Engineer

2.4.1 The Transport Engineer shall be responsible for the following:

- Provision of a Traffic Impact Assessment (TIA) as part of the Environmental Impact Assessment (EIA)

2.5 The Civil Engineer

2.5.1 The Civil Engineer shall be responsible for the following:

Site Inspection, Pre-planning & Assessment of Existing Services

The Civil Engineer will give engineering input to the re-subdivisional town planning exercise to optimise the use of existing services to the plots to assist in the selection of suitable development options and obtaining the necessary approvals. For this the Engineer will need to assess the bulk services capacities, assessment reports and development feasibilities of the site.

The professional team shall inspect the proposed sites to familiarize themselves with the nature of the sites and the conditions under which work (both the provision of professional services and construction work by others) will 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 Engineers 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.

2.5.2 Preliminary Design

- The Engineer will give input to the design of the most cost effective town planning layout and draft a 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.
- The Engineer will ascertain the status and condition of existing engineering services and recommend any necessary repairs and rehabilitation.
- In this regard the Engineer will be required to prepare preliminary cost estimates for repairs and for various options for additional services prior to the finalization of the revised sub-divisional layout.
- 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 retrieve all existing General Plans, for the revised subdivisional layout provide a calculated (provisional) General Plan and a calculated Base Plan showing all existing engineering services and topographical features in digital and/or hard copy format for purposes of civil services design.

2.5.3 Final Design and Documentation

Upon the finalization and approval of the revised subdivisional layout, housing typologies and engineering servicing options the Engineer shall finalize the civil services design and produce detail design drawings, specifications and the necessary tender documentation. A set of draft plans and draft tender/contract documents shall be submitted to the Employer for comment and approval prior to going out to tender. All drafts must be thoroughly checked by the Project Manager 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 all Civil Engineering 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 their respective plans and tender documents for tender purposes.

2.5.4 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.

2.5.5 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.
- 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 the construction of the works.
- Ensure adherence to all relevant EPWP construction methods and reporting requirements throughout the duration of the contract period.

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.

2.6 Electrical Engineer

2.6.1 The Electrical Engineer shall be responsible for the following:

- During the Investigation Phase, prepare an outline report, for use by the Town Planner, on the feasibility, at not unduly excessive cost, of providing bulk electrical power to the Project for the purposes of street lighting and the topstructures electrical supply services.
- During the Preliminary layout Phase, prepare a report containing detailed proposals and cost estimates for the provision of street lighting, internal electrical services and bulk supply provisions for which the supply authority is responsible.
- During the Design Phase, prepare designs, working drawings and tender documents for the installation of street lighting, any additional internal electrical services required and any bulk supply provisions for which the supply authority is responsible. Analyse the tenders received and make recommendations for the acceptance of tenders.
- During the Construction Phase provide a level 2 construction monitoring staff as described in Generic Specification GFSH-8 of The National Department of HUMAN SETTLEMENTS DIRECTORATE.

2.7 Town Planner

The Town Planner shall be responsible for the following:

2.7.1 Primary Responsibility

The Town Planner should investigate the subject properties to acquaint him-/herself with the current zoning of the erven.

2.7.2 Input from project team: To liaise with, and co-ordinate the activities and inputs from any other Professional appointed to the project team, insofar as their inputs may have a bearing on the Application in terms of the Land Use Planning Ordinance, 1985 (Ordinance 15 of 1985). This would include ensuring the coordination of relevant procedures such as advertising and public participation

with the requirements of the Land Use Planning ACT (LUPA) and any other relevant legislation, wherever possible.

- 2.7.3 Input to project team: To provide input to the planning and design process of the ± 361 proposed housing opportunities and to ensure that sustainable principles are recognised. This would include the relevant features of the proposed sites and surroundings which create both opportunities and constraints to development, as well as promoting a sustainable development model appropriate to the receiving environment, incorporating key energy, water, waste, public space, mobility and biodiversity design features.

2.7.4 Anticipated Inputs:

- Attending briefing sessions and site visits as may be necessary;
- Preparing and placing notices in the press about the proposed project to satisfy the requirements of LUPA (the costs will be borne by the City);
- Coordination of all public participation required in terms of LUPA, including liaising with the Community Liaison Officer, to arrange & facilitate meetings, establish a Community Housing Project Steering Committee, produce minutes, resolve disputes, etc;
- Preparing all documentation necessary in terms of LUPA to be submitted to the public and Council, as appropriate; and
- Attending all scheduled Technical Project Committee, Community Housing Project Steering Committee meetings, and any other meetings with third parties and/or authorities as may be necessary.

2.7.5 Key steps in the Process:

The procedures required for an Application in terms of Section 30 of the Land Use Planning Act, 1985 (Ordinance 15 of 1985) would involve the following key steps:

- Site visit(s) and the collection of relevant site information needed for the application;
- Coordination of pre-application meetings with relevant Authorities and the City's Internal Departments in order to establish their requirements;
- Public participation, including advertising and the notification of adjacent and/or directly affected property owners;
- Submission of relevant reports and supporting documentation, in line with the requirements of Council; and
- Coordination of 'specialists' input if needed during the planning assessment stage.

2.7.6 Formulation of a layout plan:

- You shall prepare a layout plan for high density (average of 100m²) residential erven on the site with a strong focus on the design of the public environment. The Professional team will be required to integrate the concepts for promoting good quality living environments embodied in this plan.
- You will obtain all information required for the preparation of such layouts, including SG diagrams and servitude information.
- The layouts shall be work-shopped with the Steering and Project Committees (consisting of representatives of beneficiaries). In this regard you will be required to prepare and run a maximum of six (6) workshops.
- You are required to prepare all material for the above workshops to ensure that planning concepts are conveyed effectively. This will include the use of visual aids such as photographs.
- The layouts shall be prepared based on prioritizing pedestrian/public transport access and minimizing dependence/provision for private vehicles. In terms of this model the following standards are to be used as a point of departure:
 - Erf sizes: approximately 100m².
 - Full services are to be provided to each site.
- You will be required to prepare a conceptual development framework indicating how the model will work. The design of the block, unit placement and street frontages should be presented at this stage.
- The layout shall be formulated in consultation with the Engineer to ensure cost efficiency.
- The concepts and layout plan shall be work-shopped and approved by the local area planning, transport planning and engineering offices prior to it being work-shopped with any representative of the beneficiary community.
- The Town planner will finalize the various house designs and produce 3 conceptual Site Development Plans for each of the 8 Sites. A set of draft plans shall be submitted to the

Employer for comment and approval.. All drafts must be thoroughly checked by the Project Manager prior to submission.

- Design various housing typologies that are responsive to a range of beneficiary space and affordability requirements in accordance with the NHBRC and National Housing Department's minimum housing standards..
- Prepare designs that will favour sustainable development principles in accordance with the City's Green Building guidelines and thereafter prepare bill of quantities, specifications and tender documentation.
- Obtain approval of the abovementioned designs by the Bid Specification Committee and the City's Building Development Department.
- You are required to ensure that sufficient information is provided to obtain approval of the SG plans and that the approvals, which you obtain, are in line with acceptable survey practices.
- The Council will provide a list of existing street names to you, and you will be required to provide the Council with a plan indicating the name of each of the existing streets, to the Council's satisfaction. You will similarly be required to provide the Council with a plan indicating street numbers (re-numbering) to the Council's satisfaction.
- You will be required to place all advertisements and notices related to the application, but any costs related thereto will be borne by the City.
- All plans to be in electronic and hard copy format as per Council's GIS data requirements.

2.7.7 Reporting Requirements

The Town Planner will be required to revise the documents accordingly prior to the acceptance of the products as final for the purposes of public participation or submission to the relevant Town Planning Section.

2.7.8 Interested & Affected Parties

The Town Planner is required to make provision for attending at least one public meeting in the Delft area; at least one Community Housing Project Steering Committee meeting per month (up to a maximum of 6 meetings/workshops) or as required by the City's Project Manager; at least one Technical Project Steering Committee meeting per month or as required by the City's Project Manager; provide short written updates to the City's Project Manager on the progress of the project, submitted on a monthly basis or as required.

2.7.9 Time Frames

The Town Planner will be required to complete the above scope of work in the shortest time possible within the ambit of the LUPO Requirements. Work product must be delivered in accordance with the time frames agreed with the City's Project Manager.

2.7.10 Specialist Input

Should the Town Planning Department take a decision, call for any further information, studies or work to be undertaken, that is beyond the scope of work outlined above, the cost of such (specialist) studies will be the subject of a separate contractual agreement once the scope of such studies is known.

2.8 **Health and Safety Officer**

The Health & Safety Officer shall be responsible for ensuring that all Occupation Health & Safety regulations are adhered to in the planning, design and implementation stages of this project. His/her duties shall include drafting and maintaining project Safety Plans, monitoring and reporting thereof and attending meetings.

2.9 **The Land Surveyor**

The Land Surveyor shall be responsible for the following:

2.9.1 Cadastral Surveys: - The Land Surveyor's services will be required in two phases:

- Phase 1: Supply of Provisional General Plans

To 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 site. 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 Planner showing all existing engineering services and topographical features. This Base Plan must be provided to the 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 once the planning process has been completed.
- You are required to liaise with the Town Planner 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

- You will place the beacons of the internal erven as and when required.
- You 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, you will undertake the following actions:
 - o You will frame the necessary amending General Plans
 - o You will supply same to Town Planner to obtain the necessary Town Planning consents
 - o You will submit the amending General Plans to the Surveyor General for approval once the Town Planning approval has been received.

2.9.2 You 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 individual 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 City's 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 City's Project Manager.
- You will be required to mark Erf numbers on the kerb to enable the person responsible for handovers to identify the correct erven.

2.9.3 You shall prepare accurate cadastral plans showing all temporary and permanent features including all informal structures located on the site if any. The positions of the structures are to be mapped from recent aerial photographs.

You are to report directly to the Project Manager

The Land Surveyor is required to make provision:

- For attending at least one Project Technical Committee meeting per month or as required by the City's Project Manager;
- For short written updates to the City's Project Manager on the progress of the project submitted on a monthly basis or as required;

2.10 Clerk of Works (Civils) (Appointed by and reports to the Civil Engineer)

2.10.1 The Clerk of Works (Civils) shall inter-alia be responsible for the following:

- Performs any duties and responsibilities assigned to him by the Civil Engineer
- Ensure that the work being constructed conforms to the minimum specifications and standards.
- Ensure that all required testing is carried out and approved.
- Ensure Contractor is compliant in terms of the EPWP.
- Ensure Contractor is compliant regarding local Labour and local Sub-contractor obligations
- Liaises with all other Government Department and NHBRC Inspectors
- Provide a monthly report regarding Progress, Quality, Local Labour and Local Sub-contractors on site, for discussion at the monthly Site Meetings.

2.11 Environmental Control Officer

2.11.1 The Environmental Control Officer will be responsible for the following:

- Ensuring compliance with all conditions of approval pertaining to environmental matters.
- Undertake weekly site visits to ensure compliance with conditions of approval as contained in the Environmental Authorisation.
- A monthly written report to be provided to the Lead Consultant.
- A site closure checklist will be complied for each phase of the project.

2.12 The Community Facilitator shall be responsible for the following:

2.12.1 Community Facilitation:

- You will be required to establish and manage a housing project steering committee, ensure effective public participation, as well as effective conflict resolution and management.

2.13 Conveyancing Attorney

The Conveyancing Attorney will be responsible for the following:

2.13.1 Legal Work:

- The opening of the township register for GP's of the sites. Conveyancing certificates for all parent erven by a qualified attorney listing restrictive conditions, if any, and certifying zoning of these erven.

The Scope of Work includes the design, documentation, construction supervision and administration of the electrical reticulation for the housing project

3. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

The Service Provider shall take cognisance of, and adhere to, all applicable national and international standards in the execution of his own work and when compiling specifications for construction works. International standards should only be used where no national standards exist, or where it is the norm to use or refer to international standards.

4. APPROVALS

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

- (a) Approval of the preliminary design, detail design, and contract document from the Employer,
- (b) Environmental Authorisation
- (c) Town Planning Approval
- (d) Civil Engineering Services and infrastructure Plans Approval from the Local Authorities
- (e) NHBRC Project Enrolment Application and Approval

- (f) Wayleave approval from all service authorities.

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

5. EXTENT OF THE SERVICES

The services required in terms of this brief extend mainly to town planning, civil and electrical design, approvals, compilation of tender documentation, procurement and monitoring of the construction of the infrastructure services, the provision of approximately 361 serviced erven and approved conceptual house plans and Site Development Plans

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 proposed housing development will be constructed on existing parcels of vacant land within an existing township. Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to the nearby residence and general public.

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

7. BRIEF

7.1 Terms of Reference

The purpose of this contract is to procure the professional services necessary to implement the Employers objective of providing the required civil and electrical infrastructure and serviced erven for approximately 361 BNG subsidized housing units, on 3 vacant land parcels within the Bonteheuwel Area

The engineering services to be provided in terms of this contract include, inter alia, the Planning, Studies, Investigations and Assessments, Normal Services and Additional Services as broadly described in the relevant sections of Board Notice 206 of 2011: 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 34875, 20 December 2011, as amended or amplified by the specific requirements below. If there is any conflict between the Specific Requirements and the Guideline Scope of Services document referred to above, the Specific Requirements shall take precedence.

The Service Provider will furthermore be required to procure, on instruction from the Employer, any other specialist services as may be required for the successful implementation of this project, in terms of a sub-consultancy or sub-contract agreement.

7.2 Planning, Studies, Investigations and Assessments

The Urban Upgrade Framework for the Bonteheuwel Precinct has identified the need for urgent subsidized housing to primarily house the backyard dwellers currently living in this area. The main constraints of the sites are that they are situated in a built up residential suburb where the Health and Safety, and inconvenience caused to the residence will be of primary importance.

The Service Provider shall carry out all of the studies and investigations necessary to determine the feasibility of constructing the infrastructure and housing in the a locations proposed and shall submit a preliminary report on the technical and financial feasibility of the project together with preliminary proposals in this regard.

Public and stakeholder participation (especially with the Parks, Water, Sewer, Stormwater and Electrical services authorities) will be an important part of this phase of the project, and the Service Provider shall ensure that key personnel are available to attend community and stakeholder meetings as necessary.

The cost of Planning, Studies, Investigations and Assessments shall be priced into the basic fee for the professional engineering services required, which include the fee for normal services as described below (Item No 1.1: C2.2 Activity Schedule refers).

7.2.1.2 Normal Services

Stage 1 – Inception

The Service Provider shall provide those services as described in the relevant section of Board Notice 190 of 2010: Guideline Scope of Services and Tariff of Fees, as are necessary to establish the Employers requirements and preferences assess user needs and options and confirm the project brief moving forward.

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

Stage 2 - Concept and Viability (Preliminary Design)

The Service Provider shall, in conjunction with the other Consultants, provide those services necessary for the development of a concept design, for both the Civil and electrical infrastructures and housing typologies, for submission to the Employer and other relevant authorities for approval.

The preliminary proposal shall take cognisance of including possible business, POS, and other community facilities within this development and shall ensure that the proposed new facilities are integrated into these developments.

Further consultation with public and stakeholder groups will be required at this stage of the project.

The Service Provider shall submit a conceptual design report to the Employer for comment and approval, including details of investigations and studies undertaken, concept development and rationale, outline specifications and recommendations.

Stage 3 - Design Development (Detail Design)

The Service Provider shall , in conjunction with the other Consultants, provide those services necessary to finalise the design, specifications, cost plan, financial viability and programme for the project, and shall co-ordinate the input from all members of the professional team in this regard.

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

The design development shall take cognisance of all design requirements as may be imposed by the Services Authorities, or any other authority whose services are impacted upon by the proposed development.

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

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

Stage 4 – Documentation and Procurement

The Service Provider shall, in conjunction with the other Consultants, provide those services necessary for the preparation of procurement documentation, advertising of tenders, and the evaluation of tenders received. The Service Provider shall confirm the Employer's procurement (Supply Chain Management) policies and procedures prior to the preparation of any procurement documentation.

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, 2nd Edition 2010, published by the South African Institution of Civil Engineering. The Service Provider 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.

The Service Provider shall ensure that all of the requirements, limitations and/or restrictions on construction as may be imposed by the Services Authorities are incorporated into the specification and that, where necessary, tenderers are given the opportunity to price for the impact of such requirements/limitations/restrictions..

Specifications shall include, inter alia, a Health and Safety Specification, and an Environmental Management Plan.

The Service Provider should note that it is the Employer's preference that all payment items be measured out in the Bills of Materials, as opposed to the use of provisional sums or prime cost items. Should provisional sums or prime cost items of greater value than R200 000 (incl. VAT) be included in the Bills of Materials, the Service Provider will be expected to follow an open competitive process in respect of these items, on behalf of the contractor. This will include the preparation of a tender document, advertising and receiving tenders, and evaluating same on behalf of the contractor, at no extra cost to the Employer.

It is furthermore noted that the creation of employment within the communities adjacent to the sites of the proposed housing development is an important consideration and wherever practicable labour intensive technologies shall be incorporated into the design and specified in the contract document. The Service Provider shall establish the requirements of the Employer in this regard.

The Service Provider shall attend a Bid Specification Committee meeting prior to the finalisation of the contract document and the advertising of tenders. All comments of the committee shall be incorporated into the final contract documents. A draft contract document shall be submitted to the Employer for scrutiny at least one week prior to the Bid Specification Committee meeting taking place.

Once the contract document has been finalised, the Service Provider shall supply the Employer with an electronic copy of the document.

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

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

Once tenders close, the Service Provider shall evaluate all valid tenders received and shall prepare a tender evaluation report (which shall include a recommendation) for consideration by the Employer's Bid Evaluation Committee (BEC). The Service Provider shall present his evaluation to the BEC, respond to any queries the committee may raise, and follow up on any issues requiring the Service Provider's attention/action.

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

Stage 5 – Contract Administration and Inspection

The Service Provider shall, in conjunction with the other Consultants, provide those services as required to manage, administer and monitor the construction contract, including co-ordination of the inspection of the works by the other members of the professional team as and when necessary.

The service to be provided shall include, where necessary the detailed checking of shop drawings prepared by the contractor for manufacture and installation.

The Service Provider shall also, in particular, ensure that all payment certificates, preferential procurement and labour returns, and contract participation expenditure reports are timeously submitted.

Stage 6 – Close-Out

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

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

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

7.2.1.3 Additional Services

Service Enquiries/Wayleave Applications

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

Targeted Procurement

The Service Provider shall provide all services related to targeted procurement in respect of the construction contract including, but not limited to, incorporation of targeted participation goals, the measuring of key participation indicators, auditing compliance by the construction contractor.

Act as Leader of the Professional Team

Where other disciplines have sub-contracted their services to the Service Provider, the Service Provider shall assume leadership of the professional team and be responsible for the overall administration, co-ordination, programming of design and financial control of all works included in the services.

Construction Monitoring

Construction monitoring is considered to be a vitally important part of this project, requiring the full time input of an experienced individual (Clerk of Works) site. For this reason it is specified that a level 4 construction monitoring service (as per the Guideline Scope of Services document referred to above) must be provided by the Service Provider.

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

The Service Provider, in submitting a tender for this professional services contract, shall be deemed to have acknowledged acceptance of the appointment as the client's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003, should the Employer accept the tender. The Service Provider shall, as such, execute all of the duties of the client as contemplated in the Construction Regulations.

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

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

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2003, ensure that any sub-consultants/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this contract (Form C1.3, Part C1, refers).

7.3 Time Frames/Milestones

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

For this project we have estimated a time period not exceeding **36 months**, from the date of appointment to works completion.

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

7.4 Places for the Performance of Specific Tasks

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

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

7.5 Reporting Requirements

Aside from the three particular reports required in terms of the brief above (the Conceptual Planning Report, Tender Evaluation Report and Project Close-Out Report), the Service Provider will be required to prepare and submit a monthly Management Report which addresses all matters pertaining to the Project.

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

The Conceptual Planning Report shall be submitted within the time frames agreed to by the Employer.

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

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

8. REFERENCE DATA

A copy of the Spatial design framework report for this area 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.

9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

10. APPROVALS

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

- (g) Approval of the implementation programme from the Employer,
- (h) Approval of the conceptual and preliminary designs from the Employer,
- (i) Approval of the project from Heritage Western Cape (*if required*),
- (j) Approval (authorisation) of the project from the Department of Environmental Affairs and Development Planning.
- (k) Approval of the detail design, drawings and contract document from the Employer,
- (l) Wayleave approval from all service authorities,
- (m) Approval of the accommodation of traffic plans from the Traffic Manager,
- (n) Project Enrolment from the NHBRC.
- (o) Approval of the Clerk of Works from the Employer,
- (p) In respect of time based services, approval of the allocation of staff from the Employer.
- (q) Approval for the employment of specialist sub-consultants from the Employer.

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

11. PROCUREMENT

11.1 Preferential Procurement

The works shall be executed in accordance with the conditions associated with the granting of preferences detailed in Schedule 19: Preferencing Schedule where preferences are granted in respect of B-BBEE contribution. In particular, the Service Provider may not sub-contract more than 25% of the value of the contract (as defined in Schedule 19) to sub-contractors that do not have an equal or higher B-BBEE status level than the Service Provider, unless the sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works.

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

A financial penalty, as described in Schedule 19, shall be applied in the event that the Service Provider sub-contracts more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the Service Provider qualified for (unless proven to be beyond the control of the Contractor, or the sub-contractors are exempted micro enterprises).

Notwithstanding the application of penalties, the Service Provider's attention is drawn to other sanctions that may be applied by the Employer (listed in Schedule 19) with due consideration to the circumstances.

11.2 Monitoring the use of sub-contractors/sub-consultants

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

The Service Provider shall submit to the Employer documentary evidence (either an original valid B-BBEE status level verification certificate in terms of the Construction Sector Charter on Black Economic Empowerment, or an Exempted Micro Enterprise certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2011) of the B-BBEE status level of every sub-contractor employed by the Service Provider. Until such time as documentary evidence as described above has been submitted to the Employer, a sub-contractor shall be deemed to be a non-compliant contributor.

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

12. 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.

13. KEY PERSONNEL

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

14. A **Lead Consultant (Project Manager)**, the tenderer, with at least a bachelors degree qualification in the built environment, and at least 7 (seven) years verifiable post graduate experience in the management of planning and implementation of low-cost or affordable housing developments who will assume full contractual responsibility with the employer and full responsibility for the professional team and all the work carried out in terms of this tender, which is primarily assembling, managing and driving the professional team. The Lead Consultant must be a member of a relevant professional body or institute and must provide proof in this regard.
15. A **Geotechnical Engineer**, who is registered in terms of the Engineering Professions Act 2000 (Act No. 46 of 2000) as a Professional Engineer and who has the necessary experience and training to undertake geotechnical engineering work in relation to housing developments. The Engineer will have the required professional Indemnity Insurance and will be responsible for all such work carried out in terms of this tender.
16. An **Environmental Assessment Practitioner** with at least 5 (five) years verifiable post graduate experience in environmental, noise and heritage impact assessments, who will be responsible for all such work carried out in terms of this tender.
17. A **Transport/Traffic Engineer** with at least 5 (five) years verifiable post graduate experience in Traffic impact assessments, who will be responsible for all such work carried out in terms of this tender.
18. A registered **Civil Engineer or registered Civil Engineering Technologist** with at least 5 (five) years verifiable post graduate experience in the design and construction of affordable housing development and possesses a NQF 7 EPWP certification (Labour Intensive Construction Methodology), who will be responsible for all civil infrastructure, planning, design and implementation work carried out in terms of this tender.
19. A registered **Town Planner** with at least 5 (five) years verifiable post graduate experience in town planning practice for affordable housing projects and responsible for all town planning work carried out in terms of this tender.
20. A registered **Health & Safety Officer/Specialist** with at least 5 (five) years verifiable post graduate/registration experience in residential construction sites who will be responsible for all health & safety planning and assurance work carried out in terms of this tender.
21. A registered **Land Surveyor** with at least 5 (five) years verifiable post graduate experience in surveying low income housing developments and who will be responsible for all such work carried out in terms of this tender.
22. A **Clerk of Works (or equivalent)** with at least 5 (five) years verifiable post graduate experience in construction site supervision of the construction of low-cost housing and related infrastructure, and possesses a NQF 5 EPWP certification (Labour Intensive Construction Methodology) who will be responsible for all on-site construction activities (incl. quality assurance) in terms of this tender.

23. An **Environmental Control Officer** with at least 2 (two) years verifiable post graduate experience in monitoring environmental compliance, who will be responsible for all such work carried out during the construction phase of this project
24. A competent **Community Facilitator** with at least 5 (five) years verifiable experience in low-cost housing processes, who will be responsible for all public participation and stakeholder engagement work to be carried out in terms of this tender.
25. A registered **Conveyancing Attorney** with at least 5 (five) years verifiable post graduate experience in low-cost housing property registration and transfers who will be responsible for all Conveyancing work carried out in terms of this tender.
26. A registered **Electrical Engineer** with at least 5 (five) years verifiable post graduate experience in subsidy housing developments regarding electrical infrastructure planning, design and implementation and who will be responsible for all work carried out in terms of this tender.

All the professionals must currently be registered with their respective professional bodies, e.g. Engineering Council of South Africa. The registration numbers of these individuals must be indicated on Schedule 9, Part T2.2: Returnable Schedules. The Curriculum Vitae and proof of registration of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to Schedule 9. Key personnel will be expected to operate out of the local office, as the exigencies of this project require.

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.

Should it become necessary to replace any of the key personnel listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer.

14. MANAGEMENT MEETINGS

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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 .14.3: C2.2 Activity Schedule).

15. 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.

16. EMPLOYER'S RIGHT TO RECOVER COSTS

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

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 324C/2015/16

PROVISION OF PROFESSIONAL SERVICES FOR THE PLANNING, DESIGN AND SUPERVISION OF CIVIL
AND ELECTRICAL INFRASTRUCTURE FOR THE BONTEHEUWEL INFILL HOUSING PROJECT,
COMPRISING OF 361 SUBSIDISED RESIDENTIAL SITES

C3.2 Annexes

Annex 1: B-BBEE Sub-contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

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

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

Signatures

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

Date: _____

Verified by Employer's Representative: _____

Date: _____

Contract Reference No. 324C/2015/16

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 provided

Signatures

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

Date: _____

Verified by Employer's
Representative: _____

Date: _____

Part C4: Site Information

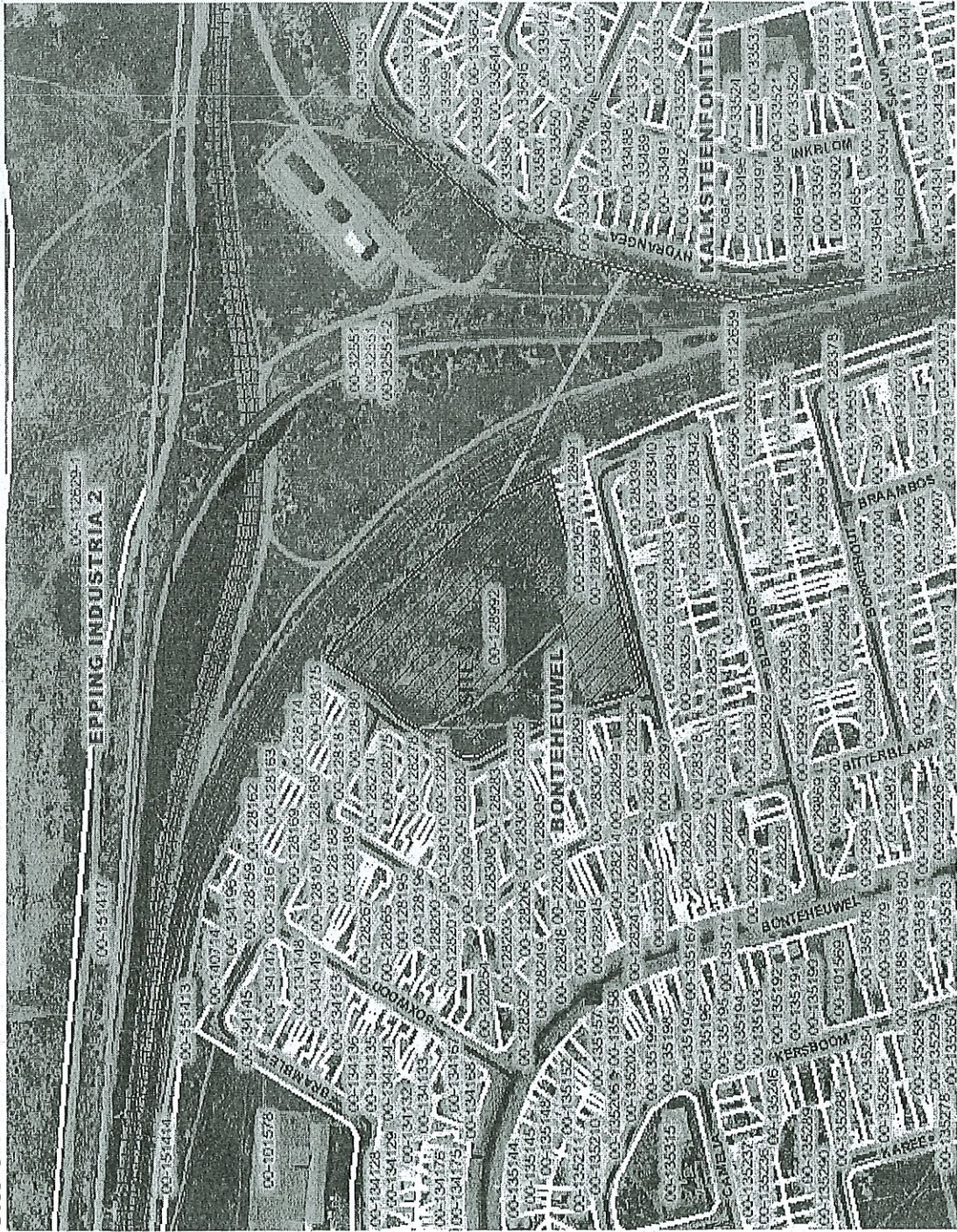
Pages

C4.1	Site Location Map.....	104-107
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Site 1



Site 3





CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

FINANCE
SUPPLY CHAIN MANAGEMENT

Supply Chain Management

T
E.

10 MAY 2016

NOTICE TO TENDERERS NO.1
(Pages 1)

NOTICE TO TENDERERS NO.1

TENDER NO: 324C/2015/16

BOX NUMBER: 159

CLOSING DATE: 17 May 2016

Description: Provision of Professional Services For The Planning, Design and Supervision of Civil and Electrical Infrastructure for the Bonteheuwel Infill Housing Project, Comprising of 361 Subsidised Residential Sites.

Your attention is specifically drawn to the tender document, as It have been uploaded on the City's Website. The tender document should not be available on the Website.

Please be advised this document **must** to be collected from our Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

Thanking you

.....
On behalf of:
Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO 324C/2015/16

At Kuils River, on this 10 Day of MAY 2016

Signature:

Name of Signatory:
(In ink and capitals)

TENDERER:
(Name of firm in ink and capitals)