

TENDER NO. 385C/2016/17



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

SCM - 515

Approved by Branch Manager: 25/05/2017

Version: 2

Page 1 of 127

ORIGINAL

CONTRACT DOCUMENT

FOR THE

PROVISION OF PROFESSIONAL SERVICES: PLANNING, PRELIMINARY DESIGN, CONCEPT DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME

(RETURNABLE DOCUMENT)

NOTE:

- The Form of Offer and Acceptance (C1.1) is on page 67 of this document
- Table 1: Level of Contribution (B-BBEE contribution) is on page 63 of this document.

ISSUED BY:

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

For official use

TENDER SERIAL No.: 17

SIGNATURES OF CITY OFFICIALS
AT TENDER OPENING

1

2

3

MAY 2017

NAME OF TENDERING
ENTITY

Part T1: Tendering procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T1: Tendering procedures

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CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY: TRANSPORT PLANNING

CONTRACT NO. 385C/2016/17

PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME:

T1.1 Tender Notice and Invitation to Tender

The CITY OF CAPE TOWN, Director, Transport and Urban Development Authority, invites tenders for Tender No. 385C/2016/17: **PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME:**

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

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

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

The physical address for collection of tender documents is:

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

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

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

Queries relating to the issues of these documents may be addressed or e-mail

Tel No.

A non-compulsory but strongly recommended clarification meeting with representatives of the Employer will be held on **Monday, 17 July 2017 at 10h00** at the offices of the City of Cape Town, 17th Floor, Boardroom E1, Civic Centre, Hertzog Boulevard, Cape Town.

The closing time for receipt of tenders is **10h00 on 01 August 2017.**

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

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

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

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY: TRANSPORT PLANNING

CONTRACT NO. 385C/2016/17

PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME:

T1.2 Tender Data

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

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

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

Clause number	Tender Data
F.1	General
F.1.1	Actions
F.1.1.1	<i>Add the following:</i> The Employer is the City of Cape Town, represented by the Director: Transport Planning.
F.1.1.2	<i>Add the following clauses after the first paragraph:</i> The parties agree that this tender and its acceptance shall also be subject to the terms and conditions contained in the Employer's Supply Chain Management Policy ('SCM Policy'). Abuse of the supply chain management system is not permitted and may result in actions as set out in the SCM Policy.
F.1.2	Tender Documents <i>Add the following:</i> The following documents form part of this tender: VOLUME 1: The Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015) as published by the Construction Industry Development Board. Tenderers must obtain copies at their own cost from the Construction Industry Development Board Pretoria, Tel. (012) 343 7136 or (012) 481 9030, Fax: (012) 343 7153, e-mail: cidb@cidb.org.za . VOLUME 2: The relevant sections as described in the Scope of Services of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015 as gazetted in Government Gazette No. 39480, 4 December 2015. And VOLUME 3: The Framework for the Professional Fees Guideline in respect of services provided by person(s) registered in terms of the Architectural Profession Act, 2000 (Act No. 44 of 2000), Board Notice 121 of 2015 as gazetted in Government Gazette No 38863, 12 June 2015. VOLUME 4: The Amended Landscape Architectural Work Stages – January 2011, published by the South African Council for the Landscape Architectural Profession (available on their website www.saclap.co.za).

VOLUME 5: The City of Cape Town's Example CIDB document for Civil Contracts (SCM 509), latest version, obtainable on request from the Employer.

VOLUME 6: 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.

VOLUME 7: Drawings

F.1.3
F.1.3.2

Interpretation

Delete the clause and replace with the following:

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

F.1.4

Communication and employer's agent

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

Verbal or any other form of communication, from the Employer, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing to suppliers by its Director: Supply Chain Management or his nominee.

(The Employer's agent is:

Name:

t (Senior Professional Officer: Public Transport Infrastructure Planning and Design) – Directorate: Integrated Transport.

Address:

City of Cape Town
Civic Centre
12 Hertzog Boulevard
Cape Town 8001
Tel:
Fax:
E-mail:

F.1.5

Cancellation and Re-Invitation of Tenders

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

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

F.1.6.2

Competitive negotiation procedure

Add the following to F.1.6.2.1:

A competitive negotiation procedure will not be followed.

F.1.6.3

Proposal procedure using the two-stage system

Add the following between F.1.6.3 and F.1.6.3.1:
A two-stage system will not be followed.

Add the following after F.1.6.3.2.2

- F.1.6.4 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**
- F.1.6.4.1 Disputes, objections, complaints and queries**
In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):
- a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
- F.1.6.4.2 Appeals**
- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
 - b) An appeal must contain the following:
 - i) Must be in writing
 - ii) It must set out the reasons for the appeal
 - iii) It must state in which way the Appellant's rights were affected by the decision;
 - iv) It must state the remedy sought; and
 - v) It must be accompanied with a copy of the notification advising the person of the decision
- F.1.6.4.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**
The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.
- F.1.6.4.4** All requests referring to sub clauses F.1.6.4.1 and F.1.6.4.2 must be submitted in writing to:
The City Manager - C/o the Manager: Statutory Compliance Unit, Legal Services Department, Corporate Services and Compliance Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918 Cape Town, 8000
Via fax at:
Via email at:
- F.1.6.4.5** All requests referring to clause F.1.6.4.2 3 regarding access to information or reasons must be submitted in writing to:
The City Manager - C/o the Manager: Statutory Compliance Unit, Legal Services Department, Corporate Services and Compliance Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918 Cape Town, 8000
Via fax at:
Via email at:
- F.1.7 City of Cape Town Supplier Database Registration**
Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.
- Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021
Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).
- F.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration**

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

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

Delete the heading Eligibility and Replace with Responsiveness Criteria

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

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

Add the following after F.2.1.2:

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

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

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

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

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

F.2.1.4.2 Key personnel

In order to be declared responsive, the tenderer must have the following key personnel in its permanent employment at the close of tender. Alternatively, a signed undertaking from a specialist consultant/firm having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to the schedule titled **Key Personnel**, Part T2.2: Returnable Schedules.

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

- a) A **PROJECT MANAGER / PROJECT ENGINEER** or Technologist who is registered as a Professional Engineer or Technologist with the Engineering Council of South Africa (ECSA), who has a minimum of ten (10) years verifiable post qualification experience in **Civil and/or Traffic and Transport Engineering**, is familiar with green building principles, and who will be responsible as the **Project Engineer/ Project Leader** for all work carried out in terms of the tender. This individual is required to have at least six (6) years of experience in project facilitation and management in the transport sector. The Project Manager/ Project Engineer must also have acted as the "Engineer" in terms of the General Conditions of Contract, for minimum of (3) years, and have proven experience on public transport projects. A list of projects on which the Project Manager/Project Engineer has acted as the Engineer must be clearly ascertainable from the detailed curriculum vitae submitted.
- b) A **TRANSPORT ENGINEER/TECHNOLOGIST** or **PLANNER**, who is registered with ECSA, with a minimum of ten (10) years verifiable post qualification experience in the planning and implementation of public transport projects. A proven record of taxi industry liaison.

- c) A **PROFESSIONAL ARCHITECT** who is registered as such with the South African Council for the Architectural Profession (SACAP), with a minimum of eight (8) years verifiable post qualification experience and who is familiar with green building and sustainable development principles, and has provided architectural input into at least one public transport facility.
- d) A **PROFESSIONAL LANDSCAPE ARCHITECT**, registered as such with the South African Council for the Landscape Architectural Profession (SACLAP) with a minimum of eight (8) years verifiable post qualification experience and who has provided landscape architectural input into at least one transport project or public transport facility, and is familiar with green building principles.
- e) A **PROFESSIONAL STRUCTURAL ENGINEER / TECHNOLOGIST**, who is registered as such with ECSA (Engineering Council South Africa), with a minimum of ten (10) years post qualification experience; proven experience on at least one public transport facility will be an advantage.
- f) A **PROFESSIONAL TRAFFIC ENGINEER / TECHNOLOGIST**, who is registered as such with ECSA (Engineering Council of South Africa), with a minimum of ten (10) years verifiable post qualification experience in the Traffic System needs of public transport projects. Should have experience in **Sidra/Intersection** analysis, including signal phasing, traffic impact assessment/studies and road safety audits according to national standards.
- g) A registered **ELECTRICAL ENGINEER / TECHNOLOGIST**, who is registered as such with ECSA (Engineering Council of South Africa), with a minimum of five (5) years verifiable post qualification design experience in improving lighting conditions in areas with high volumes of pedestrian movement; experience in solar photovoltaics, providing lighting in townships, or for Public Transport Interchanges / Public Transport Facilities must be clearly demonstrated in the curriculum vitae provided.
- h) A registered **MECHANICAL ENGINEER / TECHNOLOGIST**, who is registered as such with ECSA (Engineering Council of South Africa), with a minimum of five (5) years verifiable post qualification design experience in, or for Public Transport Interchanges / Public Transport Facilities, must be clearly demonstrated in the curriculum vitae provided.
- i) A **SENIOR GEOMETRIC ENGINEER / TECHNOLOGIST**, who is registered with ECSA (Engineering Council of South Africa), with a minimum of eight (8) years verifiable experience in geometric design; design and rehabilitation of roadways, will be an advantage.
- j) A **QUANTITY SURVEYOR**, who is registered as such with SACQSP (South African Council for the Quantity Surveying Profession), with a minimum of five (5) years verifiable post qualification experience in the design and construction of civil engineering and/or building projects.
- k) An **URBAN DESIGNER**, who is registered as a professional member of UDISA (Urban Design Institute of South Africa), with a minimum of five (5) years verifiable post graduate experience. A track record in transport related design is compulsory, as would knowledge of green building principles. The Urban Designer will undertake the identification of any specialist investigations and develop a special framework to ensure the creation of a vibrant, integrated urban environment where the broader urban needs of public transport users and more specifically pedestrians are to take precedence. The spatial framework shall inform the conceptual layout and detail design of the facility.
- l) A **SENIOR TOWN PLANNER** who is professionally registered with SACPLAN (South African Council for Planners) in the Professional Planner category, with a minimum of six (6) years relevant experience in multiple facets of the Planning Profession and with very strong land use planning expertise and with some involvement in public transport planning projects, and a knowledge of green building principles, must be clearly indicated.
- m) A **LAND SURVEYOR** who is professionally registered with SAGC (South African Geomatics Council), with a minimum of five (5) years verifiable experience, in the construction of major civil engineering (roads) and/or building projects.
- n) An **ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP)** – who is professionally registered as an EAP with EAPASA (Environmental Assessment Practitioners Association of South Africa) with a minimum of five (5) years direct experience in environmental assessments for transport related projects with a focus on green building principles, including environmental impact and sustainability.
- o) A **PUBLIC PARTICIPATION SPECIALIST** with a minimum of 5 (five) years' experience in managing and delivering public participation processes, or who has managed at least 3 (three) distinct public participation processes of major infrastructure initiatives. The Public Participation Specialist(s) must be fluent in English and Xhosa; multiple Specialists may be used to handle the different language requirements.
- p) An **ECONOMIC AND SOCIAL DEVELOPMENT SPECIALIST** with the following desired profile: Good understanding of economic development context, the application of transit oriented development principles to a precinct process facilitation. Strategy and policy development experience (minimum of 5 years). Project management skills and multi-year business planning experience.

- q) An **OCCUPATIONAL HEALTH AND SAFETY OFFICER** who is professionally registered with SAIOSH (South African Institute of Occupational Health and Safety) with a minimum of five (5) years verifiable experience applicable in the civil engineering construction industry.
- r) A **HERITAGE PROFESSIONAL** who is professionally registered with AHP (Association of Professional Heritage Practitioners), with a minimum of five (5) years verifiable experience in Architecture or Archaeology or Planning and Urban Design.

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

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

F.2.1.4.3 Support resources

In order to be considered for an appointment in terms of this tender, the tenderer must provide the support resources below. The Project Leader and Project Engineer must have access to, and familiarity with, competent software packages. Details of the software package that will be used must be indicated on Schedule 12, Part T2.2: Returnable Schedules.

Role	Competencies	Minimum Requirements
CAD operator/ draughtsperson	AutoCAD skills	5 years verifiable experience as an AutoCAD operator/ draughtsperson
Administrative support	Minute taking and report production	2 years verifiable technical/ administrative experience

Resource	Details	Requirements
Software Requirements:	- Arc GIS - MS Office Suite - Micro Simulation Modelling - Sidra	Packages to be available for use by Service Provider's personnel
Reference Documents:	As listed in the appendices C4.2: List of relevant reference documents (pg. 140)	Documents to be available in local office of Service Provider

F.2.1.4.4 Professional indemnity insurance

In order to be declared responsive, the tenderer must have the tenderer must hold valid Professional Indemnity (PI) Insurance providing cover in an amount of not less than R 20 000 000 (per area) in respect of each and every claim during the period of Insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the Tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be submitted with the tender, appended to the Schedule 13 titled **Professional Indemnity 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.

F.2.1.4.5 Track record of tenderer

Tenderers must list, on Schedule 10, Part T2.2, Returnable Schedules of all Public Transport Infrastructure projects, that have been successfully completed in the past 8 years.

Where the entity tendering is a joint venture, the combined track record of parties to the joint venture will be considered.

F.2.1.4.7 Pre-qualification criteria for preferential procurement: N/A

Only those tenderers who meet the following pre-qualification criteria will be declared responsive:

- a) a tenderer having a stipulated minimum B-BBEE status level of contributor of level ??;
- b) an EME or QSE;
- c) a tenderer subcontracting a minimum of 30% to:
 - i. an EME or QSE which is at least 51% owned by black people;
 - ii. an EME or QSE which is at least 51% owned by black people who are youth;
 - iii. an EME or QSE which is at least 51% owned by black people who are women;
 - iv. an EME or QSE which is at least 51% owned by black people with disabilities;
 - v. an EME or QSE which is at least 51% owned by black people living in rural or undeveloped areas or townships;
 - vi. a co-operative which is at least 51% owned by black people;
 - vii. an EME or QSE which is at least 51% owned by black people who are military veterans;
 - viii. an EME or QSE.

Tenderers must fully complete the schedule titled **Schedule of Pre-Qualification Criteria Sub-Contractors** in order for this requirement to be evaluated

F.2.7

Clarification meeting

Add the following after the second sentence:

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

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

F.2.8

Seek Clarification

Add the following after the first sentence:

The tenderer warrants that it has:

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

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

F.2.12 F.2.12.1

Alternative tender offers

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

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

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

- a) the schedule that compares the alternative(s) offered with the requirements of the issued tender documents
- b) preliminary designs, calculations, drawings and all other pertinent technical information and characteristics must be submitted with the alternative tender offer, in order to enable the Employer to evaluate the efficacy of the alternatives proposed
- c) revised Bills of Quantities, or parts thereof, highlighting the changes made, together with a revised Summary, the total of which has been carried to the Form of Offer
- d) details of any proposed amendments to the Pricing Assumptions

F.2.12.3 *Add the following to F.2.12.1 at the end of the first sentence:*

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

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

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

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

F.2.13 **Submitting a tender offer**

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

F.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Add the following to F.2.13.3 at the end of the first sentence:

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nought) copies.

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

F.2.13.5 The tender submission details are all described on the General Tender Information page.

Add the following to F.2.13.6:

F.2.13.6 A two-envelope procedure will **not** be followed.

Add the following sub-clause after F.2.13.9:

F.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

F.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2.
- d) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
- e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.

- g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

F.2.15 Closing time

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

- F.2.15.1** The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.16 Tender offer validity

Add the following to F.2.16.1 after the first sentence:

- F.2.16.1** The tender offer validity period is **12 weeks (84 days)**.

Delete the clause and replace with the following:

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

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

F.2.17 Clarification of tender offer after submission

Add the following to F.2.17 at the end of the third sentence:

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

F.2.18 Provide other material

Delete the following word in F.2.18.1:

- F.2.18.1** notarized

Add the following to F.2.18.1 at the end of the first paragraph:

- 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 signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

Add the following after F.2.18.2:

- F.2.18.3** Tenderers shall fully cooperate with the Employer's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.

Failure to fully cooperate could result in a tender being declared as non-responsive.

F.2.18.4 Compliance with Occupational Health and Safety Act, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender or upon request, appended to the schedule titled **Health and Safety Plan** in T2.2: Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work.

F.2.23 **Certificates**
Add the following after the first sentence:
The tenderer is required to submit the following:

F.2.23.1 **Evidence of tax compliance**
Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate Issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

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

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

F.2.23.2 **Broad-Based Black Economic Empowerment Status Level Documentation**
In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

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

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

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

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

Add the follow new clause after F.2.23.2

F.2.24 **Proposed Deviations and Qualifications**

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

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

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

F.3 The Employer's undertakings

F.3.2 Issue Addenda

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

"five working days where possible"

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

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

F.3.4 Opening of tender submissions

Add the following to F.3.4.2 at the end of the paragraph:

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

F.3.8 Test for responsiveness

F.3.8.2 Delete par F.3.8.2 (c)

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

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

F.3.8.3 Add the following after clause F.3.8.2

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.3 Add the following after clause F.3.9.2

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

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

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

F.3.10 Clarification of a tender offer

Delete the clause and replace with the following:

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

F.3.11 Evaluation of tender offers

Add the following paragraph below the heading:

The preference point system applicable to this tender is the 90/10 preference point system.

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

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

In respect of Exempted Micro Enterprises (EMEs):

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

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

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

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

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

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

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

Where

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

P_t = Price of tender or offer under consideration; and

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

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

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

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

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

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

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

Where

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

P_t = Price of tender or offer under consideration; and

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

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

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

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

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

F.3.11.7 **Scoring Financial Offers**

Add the following:

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

F.3.11.8 **Scoring Preferences**

Add the following:

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

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

F.3.11.10 *Add the following new sub-clause after F.3.11.9:*
Risk Analysis

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

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

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

F3.13 **Acceptance of tender offer**

Delete F.3.13 and replace with the following):

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

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

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

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

F.3.16 **Notice to unsuccessful tenderers**

Replace the heading above with:

Notice to successful and unsuccessful tenderers

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

Before accepting the tender of the successful tenderer the Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice.

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

Add the following after the first sentence:

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

F.3.19 *Add the following after F.3.19*

F.3.20 **Negotiations with preferred tenderers**

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

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

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for

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

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

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

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

Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

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

F.1.5.2 The decision to cancel a tender must be published in the cldb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

F.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the

proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

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

F.2.13 Submitting a tender offer

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

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

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

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

hold liable for the purpose of the tender offer.

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or

samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

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

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

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

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

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

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

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

Pmin = Comparative price of lowest acceptable tender or offer.

- (4) (a)(ii) An employer of state may apply the formula in paragraph (i) for price tenders with a value less than R30 000, if and when appropriate:
- (4) (b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

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

- (4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- (4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- (4) (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

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

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

90/10

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

Where

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

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

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

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

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

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

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Price

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

$$NFO = W_1 \times A$$

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

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

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

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

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

F.3.11.8 Scoring preferences

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

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

F.3.11.9 Scoring functionality

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

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

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

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 risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data, and
- is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

Annexure A

- 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.

F.3.19 Transparency in the procurement process

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

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

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

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

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

- Contract start date and duration

- Contract evaluation reports

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

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

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

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

Part T2: Returnable Documents

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T2.2 Returnable Schedules	33 – 65

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T2.1 List of Returnable Documents

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

1. Returnable Schedules that will be incorporated into the Contract

	Pages
1: COMPULSORY ENTERPRISE QUESTIONNAIRE.....	34
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3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	37
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20: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER	57
21: RECORD OF ADDENDA TO TENDER DOCUMENTS	58
22: PRICE BASIS FOR IMPORTED PLANT AND MATERIALS	59
23: PREFERENCE SCHEDULE (where preferences are granted in respect of B-BBEE contribution)	60 – 63
24: SCHEDULE OF PRE-QUALIFICATION CRITERIA FOR SUB-CONTRACTORS	64
25: INFORMATION TO BE PROVIDED WITH THE TENDER (Not used)	65

2. Other documents required for tender evaluation purposes

- Joint Venture Agreement (if applicable) - append to Schedule 3.
- Curriculum Vitae of Staff as applicable - append to Schedule 11.
- Documentary evidence/proof of Professional Indemnity Insurance - append to Schedule 13.
- Any other documentary evidence/proof as required - append to Schedule 12.
- Functionality Criteria - append to Schedule 14.

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

4. C1.2 Contract Data (Part 2)

5. C2.2 Activity Schedule

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T2.2 Returnable Schedules

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SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted	
Section 1: Name of enterprise:	
Section 2: VAT registration number, if any: ...	
Section 2a: National Treasury Central Supplier Database registration number:	
Section 2b: SARS Tax Compliance Status PIN: ...	
Section 3: cldb registration number, if any: ...	N/A
Section 4: Particulars of sole proprietors and partners in partnerships	N/A
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners	
Section 5: Particulars of companies and close corporations	
Company registration number	
Close corporation number	
Tax reference number	
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:	
i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;	
ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers;	
iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;	
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and	
iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.	

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. 385C/2016/17: **PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME**

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

I certify, on behalf of: _____ that:

(Name of Tenderer)

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

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

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

.....
Signature

31-7-2017
.....
Date

.....
Name

REGIONAL MANAGER
.....
Position

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SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

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

Note :

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

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

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

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

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

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.

Signed: _____
Position: REGIONAL MANAGER

Date: 21-7-2017
Name of Tenderer/Contractor: _____

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY: TRANSPORT PLANNING

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

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

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES ☒ NO

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.....

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

3.14.1 If yes, furnish particulars:.....

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

Full Name	Identity Number	State Employee Number
See Attached		

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

Signature _____

Date

31-7-2017

Name (PRINT) _____

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

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

(a) a member of -

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

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

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

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

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

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

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

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SCHEDULE 6: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

The tenderer:

- hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the abuse of the Supply Chain Management Policy.

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

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

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

Sign _____
Print _____
On behalf of the tenderer (duly authorised)

Date

31-7-2017

CITY OF CAPE TOWN

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SCHEDULE 7: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION

Declaration in respect of labour legislation

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 9: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

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

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

CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE				
TITLE OF PROJECT	VALUE OF CONTRACT	EMPLOYER	DATE COMPLETED	SIMILAR SERVICE
44Q/2013/14: RESURFACING PORTIONS OF RENIE MEYER AND ADJOINING ROADS PAROW EAST	R 18 M	CITY OF CAPE TOWN	2014	X
76 Q / 2011/12: REHAB PORTIONS OLD OAK ROAD AND FRANCIS VAN ZYL DRIVE	R 20.5 M	CITY OF CAPE TOWN	JUNE 2013	X
264 Q / 2013/14: REPAIRS TO PORTIONS OF BELHAR DRIVE AND EPPING AVENUE	R 19.3 M	CITY OF CAPE TOWN	MARCH 2016	X
N001-040-2013/14: PATCH & RESEAL WITH CLIMBING LANES ON N7 SEC 4 TRAWAL TO VAN RHYNSDORP	R 120 M		2015	X
NRA C005-002-2010/11: ACCESS IMPROVEMENTS AND PEDESTRIAN FACILITIES ON N2 SEC 3 MIDDLETON	R 43.5 M		MAY 2014	X
NRA R061-020-2007/11: SPECIAL MAINTENANCE OF NR R061 SEC 2	R 66 M		Ongoing	X
46 Q / 2010/11: REHAB OF MAIN ROAD BETWEEN ATLANTIC RD AND CLOVELLY RD. MUIZENBERG PHASE 2	R 80 M	CITY OF CAPE TOWN	SEPT 2014	X
492 Q / 2012/13: REHAB OF MAIN ROAD BETWEEN ATLANTIC AND CLOVELLY ROADS, MUIZENBURG PHASE 3	R 160 M	CITY OF CAPE TOWN	Ongoing	X
N001-070-2014 REPAIR AND RESEAL N1 SEC 7 BETWEEN KODESTOOP AND STEY STATION	R 80 M		MAY 2014	X

SIGNED ON BEHALF OF TENDERER:.....

CITY OF CAPE TOWN

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SCHEDULE 10: SCHEDULE OF WORK EXPERIENCE OF TENDERER

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall indicate on the schedule below all bridgework projects (the analysis and design of new and remedial works) that have been successfully completed in their local office, in the past 8 years or that are underway at present. Tenderers should, in particular, draw attention to those projects which have involved footbridges, or work over, adjacent to, or under railway lines.

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

TRACK RECORD			
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED (if applicable)
379C/2008/09: CITY WIDE NMT: CENTRAL REGION: FREEDOM WAY	R 2.8 M	CITY OF CAPE TOWN	JUL 2012
379C/2008/09: CITY WIDE NMT: CENTRAL REGION: LANGA	R 2.5 M	CITY OF CAPE TOWN	JAN 2012
379C/2008/09: CITY WIDE NMT: CENTRAL REGION: ATLANTIS	R 18.6 M	CITY OF CAPE TOWN	OCT 2013
379C/2008/09: CITY WIDE NMT: CENTRAL REGION: BONTHEWEG	R 4.36 M	CITY OF CAPE TOWN	JUL 2013
216Q/2014/15: REHAB OF STOCK RD PHILLIPI	R 130 M	CITY OF CAPE TOWN	2016
WELLINGTON INDUSTRIAL PARK	R 2.2 M	MUNICIPALITY	Ongoing
REHAB: MAIN RD BETWEEN ATLANTIC ROAD in CLOVELLY PHASE - 2-3	R 240 M	CITY OF CAPE TOWN	Ongoing

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 11: KEY PERSONNEL

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

PROJECT MANAGER/PROJECT ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
	Principal Project Leader	B Tech Eng Civil M Phil Transport		30
TRANSPORT ENGINEER/TECHNOLOGIST OR PLANNER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
	Traffic Engineer Traffician	B. Engg Hons Msc Traffic and Transport Planning		35
PROFESSIONAL ARCHITECT				
NAME	JOB TITLE	QUALIFICATIONS	SACAP REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
	Prof. Architect Holm Jordaan	B Arch Master City Planning & Urban Design		33
PROFESSIONAL LANDSCAPE ARCHITECT				
NAME	JOB TITLE	QUALIFICATIONS	SACLAP REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
	Owner Megan Anderson Landscape Architects	Bachelor of Landscape Arch.		30
PROFESSIONAL STRUCTURAL ENGINEER / TECHNOLOGIST				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
	Senior Civil Structural Eng	Bsc Eng Civil Dipl Arbitration		34

PROFESSIONAL TRAFFIC ENGINEER / TECHNOLOGIST				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
	Traffic Engineer Traffician owner	Bsc Eng Hons Msc Traffician Transport Planning		35

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Schedule 9 cont.

REGISTERED ELECTRICAL ENGINEER / TECHNOLOGIST				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
	Electrical Technologist De Villiers Moore	B Tech Electrical Engineering		23

REGISTERED MECHANICAL ENGINEER/TECHNOLOGIST				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
	Mechanical Prof. Electrical Technologist De Villiers Moore	B Tech Mech		22

SENIOR GEOMETRIC ENGINEER/TECHNOLOGIST				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
	Senior Civil Engineer	Bsc (Hons) Civil		18

QUANTITY SURVEYOR				
NAME	JOB TITLE	QUALIFICATIONS	SACQSP REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
	Quantity Surveyor Owner Alan Chade & Associates	B Sc Quantity Surveying		36

URBAN DESIGNER				
NAME	JOB TITLE	QUALIFICATIONS	UDISA REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
	Urban Designer Holm Jordaan	B Arch 1983 Master City Planning and Urban Design		33

SENIOR TOWN PLANNER				
NAME	JOB TITLE	QUALIFICATIONS	SACPlan REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
	Owner RST Consulting Town Planner	High Diploma Town & Regional Planning		35

LAND SURVEYOR				
NAME	JOB TITLE	QUALIFICATIONS	SAGC REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
	Senior Surveyor Toubert Brule Survey	Nat Diplome Survey Nat Higher Diploma Survey		40

ENVIRONMENTAL ASSESSMENT PRACTITIONER				
NAME	JOB TITLE	QUALIFICATIONS	EAP / EAPASA REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
	Environmental Assessment Practitioner Hobart Assoc	BSc BSc (Hons) Com Law MSc Com Law		14

PUBLIC PARTICIPATION SPECIALIST				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
	Public Liaison and Development Specialist	Contract Law Project Management Dip. Business Prof Management	N/A	30

ECONOMIC AND SOCIAL DEVELOPMENT SPECIALIST				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
	Professional Economist	BSc, BCom Hons MCom (Economics) PhD Economics	N/A	18

OCCUPATIONAL HEALTH AND SAFETY OFFICER				
NAME	JOB TITLE	QUALIFICATIONS	SAIOSH REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
	Occupational Health & Safety Consultant Safe Working Prac	13 Courses as per Attachment Annexure attached		17

HERITAGE PROFESSIONAL				
NAME	JOB TITLE	QUALIFICATIONS	APHP REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
	Heritage Professional Melanie Attwood Associate	BA Hons History High Ed Dpt		35

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 12: SUPPORT RESOURCES

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall state below what 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.

SOFTWARE PACKAGE/S AVAILABLE FOR USE		
NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/ LICENCED OR OTHER
AutoCAD	Drafting Package	Owned
MS Office Suite	Office Word Documents & Spreadsheets etc	Owned
Arc GIS 10.5.1.	GIS Package, license renewal annually in May.	~~Owned~~ Owned
Micro simulation modelling	Spatial + 3D extension	Owned by Trafficon
Sidra	- Owned by Trafficon & KP	Owned
AutoCad Civil 3D	Civil Design Software	Owned
PROKON	PROKON Structural Analysis	Owned
STRAP	STRAP Structural Analysis	Owned
LUBICON TOOLBOX 2014	PAVEMENT ENG.	OWNED
CNC PAVE, M&PADS 2014	PAVEMENT ENG.	OWNED
TRAFSOFT	SIGNAGE	OWNED
CIVIL DESIGN 6.5	ROAD DESIGN	OWNED

SIGNED ON BEHALF OF TENDERER:.....

CITY OF CAPE TOWN

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SCHEDULE 13: PROFESSIONAL INDEMNITY INSURANCE

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

PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM
		R100 million

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 14: FUNCTIONALITY CRITERIA

NOT APPLICABLE TO THIS TENDER.

SIGNED ON BEHALF OF TENDERER:

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY: TRANSPORT PLANNING

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NOT APPLICABLE TO THIS TENDER.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 16: CONFIRMATION OF REGISTRATION / ACCREDITATION

NOT APPLICABLE TO THIS TENDER.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 17: OTHER CRITERIA

NOT APPLICABLE TO THIS TENDER.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 18: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

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

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT (Weeks)
	Regional Manager	Office Manager Contract Documentation and Management Spe.	Bsc Eng Civ Grad Dipl Eng Civil	Permanent
	Professional Technologist	Urban Infrastructure Design Expert	B Tech Eng Pr Tech	Permanent
	Professional Technologist	Non Motorised Transport Expert	B Tech Eng Pr Tech	Permanent
	Professional Engineer	Pavement Engineer and Geometric Expert	Bsc Eng Msc Eng	Permanent
	CAD Operator	CAD and Drawing Expert	Various AutoCAD Courses	Permanent
	Senior Civil Engineer	Traffic and Urban Infrastructure Design	Bsc Eng Msc in progress	Permanent

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 19: SCHEDULE OF SUB-CONSULTANTS

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

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

SUB-CONSULTANTS		
Sub-consultants name	Work activities to be undertaken by the Sub-consultants	Estimated value of work (Rand)
	N/A	

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY: TRANSPORT PLANNING

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SCHEDULE 20: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSAL

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 21: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.	24 July 2017	Notice to Tenderers No 1 (16 pages)
2.	26 July 2017	Notice to Tenderers No 2 (2 pages)
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY: TRANSPORT PLANNING

CONTRACT NO. 385C/2016/17

PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN,
DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE
PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME

SCHEDULE 22: PRICE BASIS FOR IMPORTED PLANT AND MATERIALS

NOT APPLICABLE TO THIS TENDER.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY: TRANSPORT PLANNING

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SCHEDULE 23: PREFERENCE SCHEDULE

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

1 Definitions

The following definitions shall apply to this schedule:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Person: Includes a juristic person.

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

Price: Includes all applicable taxes less unconditional discounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of quotation offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBEE level of contribution in accordance with the Codes of Good Practice, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;

- 8) accept that suppliers are required to be registered on the City of Cape Town's Supplier Database prior to the acceptance of tenders in order to qualify for preference points. The CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;
- 9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

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

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

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

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

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

where:

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

P* = Value of the contract

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

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

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

where:

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

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

P* = Value of the contract

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

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

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)
In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below.

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	☐
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	☐
Exempted Micro Enterprise (EME), less than 51% black-owned	☐
Qualifying Small Enterprise (QSE), 100% black-owned	☐
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	☐
Qualifying Small Enterprise (QSE), less than 51% black-owned	☐
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹ 2	☒
Non-compliant contributor	☐

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

5 Declarations

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

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

☐

Note:

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

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

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

Signature

Date

31-7-2017

Name (PRINT)

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

For official use only
SIGNATURE OF CITY OFFICIAL ☒ AT QUOTATION OPENING
1

CITY OF CAPE TOWN

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

NOT APPLICABLE TO THIS TENDER.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 25: INFORMATION TO BE PROVIDED WITH THE TENDER

NOT APPLICABLE TO THIS TENDER.

SIGNED ON BEHALF OF TENDERER:

Part C1: Agreements and Contract Data (For All Areas)

AREA 1	Pages
C1.1 Form of Offer and Acceptance All Areas.....	67 – 71
C1.2 Contract Data All Areas	72 – 79
C1.3 Occupational Health and Safety Agreement All Areas.....	80
C1.4 Insurance Broker's Warranty All Areas	81

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INFRASTRUCTURE PROGRAMME

C1.1 Form of Offer and Acceptance

**ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE**

Annexure B

Offer

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

PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME

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 Thirteen Million, Four Hundred and forty nine Thousand, Two
Hundred and Eighty Six Rand and Eighty cents (In words);
R. 13 449 286 -80 (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 REGIONAL MANAGER
for the tenderer

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness
Date 31-7-2017

For official use:
INITIALS OF CITY OFFICIALS AT
1

Offer

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

PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME

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

..... (in words);

R (in figures)

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

Signature(s)

Name(s)

Capacity

for the tenderer

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

Date

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). The tenderer (now contractor) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why it does not accept the contents of this agreement as a complete and accurate memorandum thereof. The agreement presented to the contractor shall constitute the binding contract between the parties.

Signature

Name

Capacity
for the
Employer

Aileen Elizabeth Barker: Trust

Name and
signature
of witness

Date *03-02-2020*

Schedule of Deviations

Notes:

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

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

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

Date

03/02/2020

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)

Name and
signature
of witness

Date

03-02-2020

Confirmation of Receipt

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

the (day)

of (month)

20 (year)

at (place)

For the Service Provider:

Signature(s)

Name(s)

Capacity

Regional Manager
12 Feb 2020

Signature and name of witness:

Signature

Name

CITY OF CAPE TOWN

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C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

*Add the following to the definition of **Employer**:*
The Employer is the CITY OF CAPE TOWN.

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

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

*Add the following to the definition of **Period of Performance**:*

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

The period, relating to a Works Project, within which the Services are to be performed and completed, commencing from the Start Date up to 30 June 2024.

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

The project is **PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME**

*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 3.4.1 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is the **DIRECTOR: TRANSPORT PLANNING**.

The address for receipt of communications is:
Maddie Mazaza

Telephone:

Facsimile:

E-mail: ;capetown.gov.za

Postal Address: PO Box 8
CAPE TOWN
8000

Physical Address: 12 Hertzog Boulevard
CAPE TOWN
8001

Clause 3.4.1:

Add the following to the first sentence:

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

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

Clause 3.5:

Add the following:

The location for the performance of the Project will be the **LOCAL OFFICE** of the service provider, together with the sites as identified throughout the duration of the contract. Key personnel will be expected to work out of the local office as the exigencies of this contract require. The address of the local office will be that as indicated on Schedule 1, Part T2.2: Returnable Schedules, and which will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission

Clause 3.9.2:

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

Clause 3.9.3:

Add the following:

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

Clause 3.12.1

Add the following:

The penalty amount per day is as follows:

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime interest rate, calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23. Penalties will be charged at 1% of the Total Contract Value, per day.

The maximum penalty amount is as follows:

NOT APPLICABLE

Clause 3.15.1:

Add the following:

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

Clause 3.16.2:

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

Add the following:

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

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

NOT APPLICABLE

3.17.1 General

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

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

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

3.17.2 Variations in Rates of Exchange

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

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

- (b) The Service Provider (or supplier or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported resources inserted by the Tenderer in the schedule titled **Price Basis for Imported Plant and Materials**.
- (c) When the Service Provider (or supplier or sub-contractor) so obtains forward cover, the Service Provider shall immediately notify the Employer of the rate obtained and furnish the Employer with a copy of the foreign exchange contract note.
- (d) Based on the evidence provided in sub-paragraph (c) above, the value in Rand inserted in column (C) of the schedule titled **Price Basis for Imported Plant and Materials** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in Clause 3.17.5 shall be adjusted accordingly, subject to sub-paragraph (e) below.
- (e) The adjustments shall be calculated upon the value in foreign currency in the Service Provider's (or supplier's or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled **Price Basis for Imported Plant and Materials**, then the value in column (A) shall be used.

3.17.3 Variations in Customs Surcharge and Customs Duty

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

3.17.4 Value of Imported resources at Base Date

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

3.17.5 Variation in labour and material costs of imported resources

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

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

Clause 4.7:

Add the following:

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

Clause 5.4.1:

Add the following:

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

- a) Professional Indemnity (PI) insurance providing cover in an amount of not less than R 18 000 000 in respect of each and every claim during the period of insurance. Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.
- b) Public Liability insurance with a limit of indemnity of not less than R20 000 000 for any single claim, the number of claims to be unlimited during the contract period.

- c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

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

Clause 5.4.2

Add the following:

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

Add the following clause after Clause 5.4.2:

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

Clause 5.5:

Add the following:

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

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

Clause 6.4:

Add the following clause after Clause 6.3:

6.4 Conflict of Interest

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

Clause 7.1.2

Add the following:

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

Clause 7.2.1:

Add the following:

The Service Provider shall provide appropriate Personnel for such time periods as required and shall enter all data pertaining to Personnel and Key Persons on the Personnel Schedule (comprised of Schedules 11 and 18, 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 8.2.1:

Add the following wording to the first sentence:

..., but not exceeding **30 June 2024**.

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

Clause 11.1:

Add the following:

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

Clause 12.1.2:

Add the following:

Interim settlement of disputes is to be by **mediation**.

Clause 12.2.1:

Add the following:

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

Clause 12.2.4:

Add the following:

Final settlement is by litigation in the Western Cape High Court in Cape Town, being the court of competent jurisdiction.

Clause 12.3.3:

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

Clause 13.1:

Add the following clause after Clause 13.1.3:

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

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

Clause 13.4:

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

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

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

Clause 13.7.3:

Add the following clause after Clause 13.7.2:

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

Clause 14.5:

Add the following new clause after Clauses 14.4:

Clause 14.5: Tax Invoices

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

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

Clause 14.6: More frequent payments

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

Clause 15:

Add the following:

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

Clause 16:

Add the following:

Periodic Review

This contract must be reviewed once every three (3) years in accordance with the provisions of section 116(1)(b)(iii) of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003).

Part 2: Data provided by the Service Provider

The Service Provider is:

Postal Address:

Physical Address:

Telephone:

Facsimile:

Email:

The authorised and designated representative of the Service Provider is:

Name:

The address for receipt of communication is:

Address:

Telephone:

Facsimile:

Email:

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY: TRANSPORT PLANNING

CONTRACT NO. 385C/2016/17

PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME

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 AMEND^{ED}

I, ..., representing

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

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

C/OID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at CAPE TOWN on the 3RD day of FEBRUARY 2020

Witness

Signed at CAPE TOWN on the 24th day of June 2020

Mandatar

Witness

for and on behalf of
City of Cape Town

CITY OF CAPE TOWN

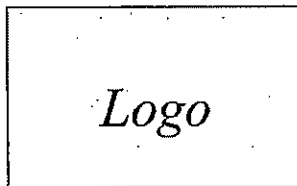
TRANSPORT AND URBAN DEVELOPMENT AUTHORITY: TRANSPORT PLANNING

CONTRACT NO. 385C/2016/17

PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN,
DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE
PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME

C1.4 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

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

Dear Sir

CONTRACT NO.: 385C/2016/17

CONTRACT TITLE: PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN,
PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND
CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT
INFRASTRUCTURE PROGRAMME

NAME OF CONTRACTOR: _____

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

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

Yours faithfully

Signed: _____

For: _____

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions.....	84 – 87
C2.2 Activity Schedule.....	88 – 95

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY: TRANSPORT PLANNING

CONTRACT NO. 385C/2016/17

PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME

C2.1 Pricing Assumptions

A tendered price to render a Professional service of one of four Areas of the City (see Appendix C4.1 for map of Areas) is to be entered in C2.2, Item A. Tenderers may tender to provide a service in more than one Area but will only be appointed for one area of preference after evaluation. The rates indicated in the Pricing Schedule shall be deemed to apply to any of the four Areas. Tenderers must indicate in the Pricing Schedule the number of Areas for which they wish to tender ie: 1, 2, 3 or 4 Areas. Tenderers must also indicate their preference for particular Areas (as shown in C2.2, Item B).

The sum of the Price per Area and Price for Recoverable Expenses (Disbursements), plus VAT, shall constitute the Tendered Price per Area upon which tenders will be evaluated.

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

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.

2. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:

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

3. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. If a nil rate (i.e. "nil" or "0.00") is entered against an item, it will be considered that there is no charge for that particular item. An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.
4. The rates, sums, percentage fees and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Time based rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
5. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.
6. Tenderers will note that the prices for some items are developed from a tendered fee expressed as a percentage of an estimated contract value (construction cost), or part thereof, which for tendering purposes, are given. Tenderers are required to insert their tendered percentage fee in the space provided. Where prices have been developed from a tendered fee, the final amount due to the Service Provider will be adjusted according to final construction contract values based on the percentage fee tendered.

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

7. Where the estimated construction value is broken up into component parts for the purposes of determining fees in respect of different disciplines, the "make-up" of each component is described in the Scope of Work.
8. The following table shall be used as a guide for proportioning the tendered basic fee for normal services, for each discipline, over the various stages of the services:

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

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

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

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

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

12. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
13. Where a provisional sum has been provided in respect of additional construction monitoring services, the service provider shall, when called upon to do so by the Employer, submit a proposal in respect of such construction monitoring to the Employer for approval. The Service Provider is not entitled to claim the full provision in this regard, but shall rather submit a realistic proposal based on the requirements of the project, and as set out in the Scope of Work, which may be accepted, or rejected, at the sole discretion of the Employer.
14. Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or in full should the services, etc. not be required. Where services are to be sub-contracted out by the Service Provider, which do not exceed R200 000, 00 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/contractors. Where the sub-contracted services are likely to exceed R200 000, 00 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemised in the Activity Schedule.
15. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.
16. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
17. 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.
18. 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 R3,30/km (excluding VAT).
19. 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.
20. 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, 2014, 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.
21. 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.
22. All charges in respect of attendance at meetings (Clause 14, Part C3.1 Scope of Work) and the provision of secretarial services shall be included in the tendered basic fee for normal services (Item No. 1.1 of the Activity Schedule).

23. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
24. Clause F.2.13.11 in Part T1.2 Tender Data shall be applicable to the submission of Activity Schedules which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Activity Schedules.

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

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

25. For any variations in rates of exchange, which shall be for the Employer's account in accordance with Clause 3.17 of the Contract Specific Data in Part C1.2 Contract Data, the Tenderer is specifically referred to the Contractor's obligation to take out forward cover. The schedule titled **Price Basis for Imported Plant and Materials** is attached hereto and must be completed by the Tenderer, if applicable, in conjunction with pricing the relevant items in the Activity Schedules.

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY: TRANSPORT PLANNING

PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME

NORMAL SERVICES

Tenderers to indicate their preference for individual areas (**Compulsory** for all tenderers to complete table, even if a tender is submitted for one area only) **Refer to instructions in Part C2.1, 1st paragraph page 84**

The areas are as follows: **AREA 1, AREA 2, AREA 3 AND AREA 4**

Item No. 1: Engineering Services: AREA 1

Item No.	Activity Description	Tendered Percentage Fee	Amount R	c
1.1	Provide engineering services as described in the Scope of Work in respect of: Planning, Studies, Investigations and Assessments, Stage 1 – Inception Stage 2 – Concept and Viability Stage 3 – Design Development Stage 4 – Documentation and Procurement Stage 5 – Contract Administration and Inspection Stage 6 – Close-Out	Estimated Contract Value (engineering component) inclusive of contingences but exclusive of VAT (Construction Cost) R 75 000 000 (a) per area Tendered basic fee as a percentage of the estimated contract value (a) above <u>2.2</u> % (b) PRICE (c) = $\frac{(b)}{100} \times (a)$	1 650 000 (c)	
TOTAL OF ITEM NO. 1.1 TO SUMMARY			1 650 000	

Annexure C

1.2: Provision for Time-Based Engineering Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
1.2	Provide time-based engineering services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Work:					
	- Category A staff	hr	50	200	10 000	00
	- Category B staff	hr	50	800	40 000	00
	- Category C staff	hr	100	950	95 000	00
	- Category D staff	hr	200	200	40 000	00
TOTAL OF ITEM No. 1.2 TO SUMMARY					185 000	00

1.3: Additional Services

180 000.00

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
1.3.1	Additional Services pertaining to all stages of the Project.					
1.3.1.1	Applying for wayleave conditions and approvals from all services authorities	each	80	200	16 000	00
1.3.1.2	Services related to preferential procurement and targeted participation	Sum	-	-	~~20 000~~ 00	00
1.3.1.3	Act as leader of the professional team	Sum	-	-	280 000	00
1.3.2	Provide a level 3 construction monitoring service as described in the Scope of Work	Provisional Sum	-	-	3 800 000	00
	Mark-up, Profit and Handling cost for construction monitoring Level 3	%	R3 800 000.00	1	38 000	00
	Procurement of Level 3 Supervision Staff for construction monitoring	Sum	-	-	10 000	00
1.3.3	Act as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014.	Tendered fee as a percentage of the estimated contract value (a) above 0,2 % (d) PRICE (e) = $\frac{(d)}{100} \times (a)$			150 000	00
1.3.4	Provide an Environmental Officer (EO) as described in the Scope of Work	Tendered fee as a percentage of the estimated contract value (a) above 0,2 % (f) PRICE (g) = $\frac{(f)}{100} \times (a)$			150 000	00

1.2: Provision for Time-Based Engineering Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount R	c
1.2	Provide time-based engineering services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Work:					
	- Category A staff	hr	50			
	- Category B staff	hr	50			
	- Category C staff	hr	100			
	- Category D staff	hr	200			
TOTAL OF ITEM No. 1.2 TO SUMMARY						

1.3: Additional Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount R	c
1.3.1	Additional Services pertaining to all stages of the Project.					
1.3.1.1	Applying for wayleave conditions and approvals from all services authorities	each	80			
1.3.1.2	Services related to preferential procurement and targeted participation	Sum	-	-		
1.3.1.3	Act as leader of the professional team	Sum	-	-		
1.3.2	Provide a level 3 construction monitoring service as described in the Scope of Work	Provisional Sum	-	-	3 800 000	00
	Mark-up, Profit and Handling cost for construction monitoring Level 3	%	R3 800 000.00			
	Procurement of Level 3 Supervision Staff for construction monitoring	Sum	-	-		
1.3.3	Act as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014.	Tendered fee as a percentage of the estimated contract value (a) above _____ % (d) PRICE (e) = $\frac{(d)}{100} \times (a)$			(e)	
1.3.4	Provide an Environmental Officer (EO) as described in the Scope of Work	Tendered fee as a percentage of the estimated contract value (a) above _____ % (f) PRICE (g) = $\frac{(f)}{100} \times (a)$			(g)	

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
1.3.5	Town Planning Services					
(a)	Provide for the appointment and services of Town Planning professional	Prov Sum	-	-	250 000	00
(b)	Mark-up, Profit and handling costs on 1.3.5(a)	%	R250 000.00	1	2500	00
1.3.6	Public Participation Specialist					
(a)	Provide for the appointment of a Public participation specialist	Prov Sum	-	-	300 000	00
(b)	Mark-up, Profit and handling costs on 1.3.6(a)	%	R300 000.00	1	3000	00
1.3.7	Heritage Specialist					
(a)	Provide for the appointment of a Heritage specialist	Prov Sum	-	-	200 000	00
(b)	Mark-up, Profit and handling costs on 1.3.7(a)	%	R200 000.00	1	2000	00
1.3.8	Electrical Specialist					
(a)	Provide for the appointment of an Electrical specialist	Prov Sum	-	-	300 000	00
(b)	Mark-up, Profit and handling costs on 1.3.8(a)	%	R300 000.00	1	3000	00
1.3.9	Mechanical Specialist					
(a)	Provide for the appointment of a Mechanical specialist	Prov Sum	-	-	300 000	00
(b)	Mark-up, Profit and handling costs on 1.3.9(a)	%	R300 000.00	1	3000	00
1.3.10	Universal Accessibility Specialist					
(a)	Provide for the appointment of a Universal accessibility specialist	Prov Sum	-	-	100 000	00
(b)	Mark-up, Profit and handling costs on 1.3.10(a)	%	R100 000.00	1	1000	00
1.3.11	Environmental Assessment Practitioner					
(a)	Provide for the appointment of a Environmental Assessment Practitioner	Prov Sum	-	-	100 000	00

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Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
1.3.5	Town Planning Services					
(a)	Provide for the appointment and services of Town Planning professional	Prov Sum	-	-	250 000	00
(b)	Mark-up, Profit and handling costs on 1.3.4(a)	%	R250 000.00			
(c)	Procurement of Professional Town Planning sub consultant.	Sum	-	-		
1.3.6	Public Participation Specialist					
(a)	Provide for the appointment of a Public participation specialist	Prov Sum	-	-	300 000	00
(b)	Mark-up, Profit and handling costs on 1.3.6(a)	%	R300 000.00			
(c)	Procurement of professional Public participation sub-consultant services (open tender)	Sum	-	-		
1.3.7	Heritage Specialist					
(a)	Provide for the appointment of a Heritage specialist	Prov Sum	-	-	200 000	00
(b)	Mark-up, Profit and handling costs on 1.3.6(a)	%	R200 000.00			
(c)	Procurement of professional Heritage sub-consultant services (open tender)	Sum	-	-		
1.3.8	Electrical Specialist					
(a)	Provide for the appointment of an Electrical specialist	Prov Sum	-	-	300 000	00
(b)	Mark-up, Profit and handling costs on 1.3.6(a)	%	R300 000.00			
	Procurement of professional Electrical sub-consultant services (open tender)	Sum	-	-		
1.3.9	Mechanical Specialist					
(a)	Provide for the appointment of a Mechanical specialist	Prov Sum	-	-	300 000	00
(b)	Mark-up, Profit and handling costs on 1.3.6(a)	%	R300 000.00			

(b)	Mark-up, Profit and handling costs on 1.3.11(a)	%	R100 000.00	1	1 000	00
	TOTAL OF ITEM No 1.3 TO SUMMARY				6 029 500	00

6 009 500.00 ✓

Item No. 2: Architectural Services

2.1: Basic Fee for Architectural Work Stages

Item No.	Activity Description	Tendered Percentage Fee	Amount R c	
2.1.1	Provide architectural services as described in the Scope of Work in respect of: Stage 1 – Inception Stage 2 – Concept and Viability Stage 3 – Design Development Stage 4 – Documentation and Procurement Stage 5 – Construction Stage 6 – Close-Out	Estimated Contract Value (architectural component) inclusive of contingencies but exclusive of VAT (Construction Cost) R5 000 000 (f) per area Tendered basic fee as a percentage of the estimated contract value (f) above <u>5</u> % (g)	250 000	00
	TOTAL OF ITEM No 2.1 TO SUMMARY	PRICE (h) = $\frac{(g) \times (f)}{100}$	250 000	00

2.2: Provision for Time-Based Architectural Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
2.2.1	Provide time-based architectural services, with the agreement of the Employer, in respect of services that are of an architectural nature as described in the Scope of Work: - Principal: > 10 years' experience - Salaried staff: Associates and Managers - Salaried staff: with direct responsibility for activities related to the project - Salaried staff: performing work related to the project under direction and control	hr	10	800	8 000	00
		hr	20	700	14 000	00
		hr	20	500	10 000	00
		hr	20	300	6 000	00
	TOTAL OF ITEM No. 2.2 TO SUMMARY				38 000	00

	Procurement of professional Electrical sub-consultant services (open tender)	Sum	-	-		
	TOTAL OF ITEM No 1.3 TO SUMMARY					

Item No. 2: Architectural Services

2.1: Basic Fee for Architectural Work Stages

Item No.	Activity Description	Tendered Percentage Fee	Amount R	c
2.1.1	Provide ~~landscape~~ architectural services as described in the Scope of Work in respect of: Stage 1 – Inception Stage 2 – Concept and Viability Stage 3 – Design Development Stage 4 – Documentation and Procurement Stage 5 – Construction Stage 6 – Close-Out	Estimated Contract Value (architectural component) inclusive of contingencies but exclusive of VAT (Construction Cost) R5 000 000 (f) per area Tendered basic fee as a percentage of the estimated contract value (f) above _____ % (g)		
	TOTAL OF ITEM No 2.1 TO SUMMARY	PRICE (h) = $\frac{(g) \times (f)}{100}$		

2.2: Provision for Time-Based Architectural Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount R	c
2.2.1	Provide time-based architectural services, with the agreement of the Employer, in respect of services that are of an architectural nature as described in the Scope of Work: - Principal: > 10 years' experience - Salaried staff: Associates and Managers - Salaried staff: with direct responsibility for activities related to the project - Salaried staff: performing work related to the project under direction and control	hr hr hr hr	10 20 20 20			
TOTAL OF ITEM No. 2.2 TO SUMMARY						

Item No. 3: Landscape Architectural Services

3.1: Basic Fee for Landscape Architectural Work Stages

Item No.	Activity Description	Tendered Percentage Fee	Amount R c	
3.1	Provide landscape architectural services as described in the Scope of Work in respect of: Stage 1 – Inception Stage 2 – Concept and Viability Stage 3 – Design Development Stage 4 – Documentation and Procurement Stage 5 – Construction Stage 6 – Close-Out	Estimated Contract Value (landscape architectural component) Inclusive of contingencies but exclusive of VAT (Construction Cost) R5 000 000 (h) Tendered basic fee as a percentage of the estimated contract value (h) above <u>4</u> % (i) PRICE (j) = $\frac{(i)}{100} \times (h)$	200 000	00
TOTAL OF ITEM No. 3.1 TO SUMMARY			200 000	00

3.2: Provision for Time-Based Landscape Architectural Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
3.2	Provide time-based landscape architectural services on instruction from the Employer in respect of services that fall beyond the scope of the normal landscape architectural work stages as described in the Scope of Work: - Principal: > 10 years' experience - Principal: < 10 years' experience - Associates and Managers. - Staff with direct responsibility for activities related to the project. - Other staff performing work under direction and control of one of the above.					
		hr	10	700	7 000	
		hr	10	700	7 000	
		hr	20	600	12 000	
		hr	20	400	8 000	
		hr	20	200	4 000	
TOTAL OF ITEM No. 3.2 TO SUMMARY					38 000	00

Item No. 4: Recoverable Expenses (Disbursements) – all disciplines

Item No.	Description	Unit	Quantity	Rate	Amount R	c
4.1	Recoverable expenses in respect of printing/copying as specified below:					
	Printing Size A4					
	Black and White on White Paper	No	8000	0,5	4000	00
	Black and White on coloured paper (pink yellow, blue green paper)	No	20 000	0,5	10 000	00
	Colour printing on White Paper	No	1000	42	42 000	00
	Colour printing on coloured paper (pink yellow, blue green paper)	No	500	42	21 000	00
	Printing: Size A3					
	Black and White Printing	No	500	1	500	00
	Colour Printing	No	250	204	51 000	00
	Printing: Size A2					
	Black and White Printing	No	1000	151150	151 150	00
	Colour Printing	No	500	402500	201 250	00
	Printing: Size A1					
	Black and White Printing	No	50	20	1000	00
	Colour Printing	No	20	35	700	00
	Printing: Size A0					
	Black and White Printing	No	50	40	2000	00
	Colour Printing	No	20	4045	8090	00
	Electronic Data provided on Compact Disk	No	100	50325	50325	00
4.2	Recoverable expenses in respect of travelling.	Provisional Sum	-	-	100 000	00
4.3.1	Other costs incurred on behalf of and with the approval of the Employer.	Provisional Sum	-	-	180 000	00
4.3.2	Extra over item 3.3.1 above in respect of all other costs, overhead charges and profit.	%	R180 000	1	1800	00
	TOTAL OF ITEM No 4 TO SUMMARY				353 300	00

Annexure D

Item no. 5: Provisional Cost Sums

The Service provider will procure these items on a three-quote basis to the client's approval. These provisional sums are included for tendering and budgeting purposes only. The service provider must tender his mark up for each item below and then calculate the sum total for all items.

Item No	Description	Unit	Quantity	Rate	Amount R c	
5.1	Laboratory services for preliminary and detailed design and construction monitoring stage					
5.1.1	Costs of laboratory testing	Prov Sum	-	-	1 000 000	00
5.1.2	Mark-up, Profit and handling costs on 5.1.1	%	R1 000 000	1	10 000	00
5.2	Topographical survey					
5.2.1	Cost of survey services	Prov Sum	-	-	400 000	00
5.2.2	Mark-up, Profit and handling costs on 5.2.1	%	R400 000	1	4 000	00
5.3	Traffic and Pedestrian counting					
5.3.1	Cost of survey services	Prov Sum	-	-	100 000	00
5.3.2	Mark-up, Profit and handling costs on 5.3.1	%	R100 000	1	1 000	00
TOTAL OF ITEM 5 TO SUMMARY					1 515 000	00

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY: TRANSPORT PLANNING

CONTRACT NO. 385C/2016/17

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Contract
Part C2: Pricing Data
Reference No. 385C/2016/17

C2.2
Activity Schedule
Summary

Item no. 5: Provisional Cost Sums

The Service provider will procure these items on a three-quote basis to the client's approval. These provisional sums are included for tendering and budgeting purposes only. The service provider must tender his mark up for each item below and then calculate the sum total for all items.

Item No	Description	Unit	Quantity	Rate	Amount R c	
5.1	Laboratory services for preliminary and detailed design and construction monitoring stage					
5.1.1	Costs of laboratory testing	Prov Sum	-	-	1 000 000	00
5.1.2	Mark-up, Profit and handling costs on 5.1.1	%	R1 000 000			
5.1.3	Procurement of laboratory services (open tender)	Sum	-	-		
5.2	Topographical survey					
5.2.1	Cost of survey services	Prov Sum	-	-	400 000	00
5.2.2	Mark-up, Profit and handling costs on 5.2.1	%	R400 000			
5.2.3	Procurement of survey services (open tender)	Sum	-	-		
5.3	Traffic and Pedestrian counting					
5.3.1	Cost of survey services	Prov Sum	-	-	100 000	00
5.3.2	Mark-up, Profit and handling costs on 5.3.1	%	R100 000			
5.3.3	Procurement of traffic counting services (3 quotes)	Sum	-	-		
TOTAL OF ITEM 5 TO SUMMARY						

PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME

SUMMARY OF ACTIVITY SCHEDULE

A: TOTAL OF ITEM No. 1.1
B: TOTAL OF ITEM No. 1.2
C: TOTAL OF ITEM No. 1.3
D: TOTAL OF ITEM No. 2.1
E: TOTAL OF ITEM No. 2.2
F: TOTAL OF ITEM No. 3.1
G: TOTAL OF ITEM No. 3.2
H: TOTAL OF ITEM No. 4
I: TOTAL OF ITEM No. 5

R ~~1 650 000.00~~
R ~~185 000.00~~ 180 000.00
R ~~6 029 500.00~~ 6 009 500.00
R ~~250 000.00~~
R ~~38 000.00~~
R ~~200 000.00~~
R ~~38 000.00~~
R ~~353 300.00~~ 329 225.00
R ~~1 515 000.00~~

J: SUB-TOTAL (A TO I)

K: CONTINGENCIES

Allow the sum of 15% (fifteen 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 ~~10 258 800.00~~
10 209 725.00

L: TOTAL INCLUDING CONTINGENCIES

M: VALUE ADDED TAX

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

R ~~1 538 820.00~~
1 531 458.75
R ~~11 797 620.00~~
11 741 183.75
R ~~1 651 666.00~~
1 643 765.73

N: TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE (L+M)

R ~~13 449 286.80~~
13 384 949.48

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 385C/2016/17: PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

SIGNED ON BEHALF OF THE TENDERER:

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY: TRANSPORT PLANNING

CONTRACT NO. 385C/2016/17

PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME

SUMMARY OF ACTIVITY SCHEDULE

A: TOTAL OF ITEM No. 1.1	R
B: TOTAL OF ITEM No. 1.2	R
C: TOTAL OF ITEM No. 1.3	R
D: TOTAL OF ITEM No. 2.1	R
E: TOTAL OF ITEM No. 2.2	R
F: TOTAL OF ITEM No. 3.1	R
G: TOTAL OF ITEM No. 3.2	R
H: TOTAL OF ITEM No. 4	R
I: TOTAL OF ITEM No. 5	R

J: SUB-TOTAL (A TO G) R

K: CONTINGENCIES

Allow the sum of 15% (fifteen 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

L: TOTAL INCLUDING CONTINGENCIES R

M: VALUE ADDED TAX

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

R

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

R

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 385C/2016/17: **PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME** 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:

Annexure E

Part C3: Scope of Work

C3.1 Scope of Work	Pages 97 – 121
C3.2 Annexes.....	121 – 124

Part C3: Scope of Work

	Pages
C3.1 Scope of Work	97 – 121
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CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY: TRANSPORT PLANNING

CONTRACT NO. 385C/2016/17

PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME

C3.1 Scope of Work

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1. INTRODUCTION

Professional Service Providers are required to provide expertise necessary to increase the Employer's capacity for the planning, design and implementation of public transport infrastructure projects, 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: 385C/2016/17: PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME, which will be evaluated using a financial offer, quality and preferences based system as described in the tender data.

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

2. BACKGROUND

The Employer undertakes a broad range of public transport engineering and related planning and/or management functions across the municipal area of the City of Cape Town. The municipal area is divided into four geographical areas and it is the intention of the Employer to appoint a service provider to assist it in each of these areas (see Appendix C4.1 for map showing boundaries of geographical areas).

3. EMPLOYER'S OBJECTIVE

The employer's objective is to revitalize public transport facilities in a way that will improve the quality of life for commuters using public transport in such a manner that meets the long term needs of local

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PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME

C3.1 Scope of Work

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3. EMPLOYER'S OBJECTIVE

The employer's objective is to revitalize public transport facilities in a way that will improve the quality of life for commuters using public transport in such a manner that meets the long term needs of local

communities. The employer is further obliged to apply the Transit Oriented development (TOD) strategic Framework, approved by Council in March 2016, to guide land use and transport interventions. In order to achieve this, the working vision for projects is to establish dignified, vibrant and well managed facilities.

The following principles should guide the delivery of the objectives:

- Access to opportunity: the user can access services at the PTI & precinct, one of the main functions of the public transport service is to maximise access to opportunities, including access to education, health facilities, basic services and employment opportunities.
- Integration: The facility planning should take into account as far as is possible the need to integrate all elements into a cohesive and convenient public transport facility. Cognisance to be taken of the proposed IRT system planning, and existing trunk routes – rail and IRT, where relevant.
- Increased mobility: the facility should seek to maximise mobility within the constraints of economic limits and as appropriate for the given demand, giving consideration to the special needs of low-income earners, women, children, the elderly and those with physical disabilities.
- Sustainability: facilities shall be user friendly, secure, economically viable, environmentally responsible and promote social equity.

4. The Service Provider is required to provide the following services:

4.1 Planning, Feasibility Studies, Investigations, Concept Design, Preliminary Design, Detailed Design, Tender Documentation as well as Working Drawings and Construction management of Public Transport Projects

The provision of all services described in Clauses 2.1.2 to 2.1.6 (inclusive) of Board Notice 151 of 2014: 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 38324, 12 December 2014, as amended or amplified upon in the project brief below.

4.1.1 Planning, Feasibility Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of Board Notice 151 of 2014: Guidelines Scope of Services and Tariff of Fees of Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No. 38324, 12 December 2014, as amended or amplified upon in the project brief below.

For pricing purposes, the basic fee tendered (item No 1.1: C2.2 Activity Schedule) shall include for all costs in respect of Planning Studies and Assessments as well as the Normal Services described below.

4.1.2 Normal Services

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 151 of 2014: 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 38324, 12 December 2014, as amended or amplified upon in the project brief below.

4.1.3 Additional Services

- (1) A lump sum figure is to be provided in the pricing schedule to cater for ad-hoc projects as the need arises
- (2) The provision of additional services pertaining to all stages of the project as described below and amplified upon in the project brief.
 - (i) The provision of all services in respect of wayleave applications and approvals.
 - (ii) The provision of all services related to targeted procurement.
 - (iii) Acting as leader of a professional team.
- (3) The provision of a level 3 construction monitoring service as described in Clause 3.3.2 of Board Notice 151 of 2014: 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. 38324, 12 December 2014, as amended or amplified upon in the project brief below.

communities. The employer is further obliged to apply the Transit Oriented development (TOD) strategic Framework, approved by Council in March 2016, to guide land use and transport interventions. In order to achieve this, the working vision for projects is to establish dignified, vibrant and well managed facilities.

The following principles should guide the delivery of the objectives:

- Access to opportunity: the user can access services at the PTI & precinct, one of the main functions of the public transport service is to maximise access to opportunities, including access to education, health facilities, basic services and employment opportunities.
- Integration: The facility planning should take into account as far as is possible the need to integrate all elements into a cohesive and convenient public transport facility. Cognisance to be taken of the proposed IRT system planning, and existing trunk routes – rail and IRT, where relevant.
- Increased mobility: the facility should seek to maximise mobility within the constraints of economic limits and as appropriate for the given demand, giving consideration to the special needs of low-income earners, women, children, the elderly and those with physical disabilities.
- Sustainability: facilities shall be user friendly, secure, economically viable, environmentally responsible and promote social equity.

4. The Service Provider is required to provide the following services:

4.1 Planning, Feasibility Studies, Investigations, Concept Design, Preliminary Design, Detailed Design, Tender Documentation as well as Working Drawings and Construction management of Public Transport Projects

The provision of all services described in Clauses 2.1.2 to 2.1.6 (Inclusive) of Board Notice 151 of 2014: 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 38324, 12 December 2014, as amended or amplified upon in the project brief below.

4.1.1 Planning, Feasibility Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of Board Notice 151 of 2014: Guidelines Scope of Services and Tariff of Fees of Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No. 38324, 12 December 2014, as amended or amplified upon in the project brief below.

For pricing purposes, the basic fee tendered (Item No 1.1: C2.2 Activity Schedule) shall include for all costs in respect of Planning Studies and Assessments as well as the Normal Services described below.

4.1.2 Normal Services

The provision of all services described in Clauses 3.2.1 to 3.2.6 (Inclusive) of Board Notice 151 of 2014: 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 38324, 12 December 2014, as amended or amplified upon in the project brief below.

4.1.3 Additional Services

- (1) A lump sum figure is to be provided in the pricing schedule to cater for ad-hoc projects as the need arises
- (2) The provision of additional services pertaining to all stages of the project as described below and amplified upon in the project brief.
 - (i) The provision of all services in respect of wayleave applications and approvals.
 - (ii) The provision of all services related to targeted procurement.
 - (iii) Acting as leader of a professional team.
- (3) The provision of a level 3 construction monitoring service as described in Clause 3.3.2 of Board Notice 151 of 2014: 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. 38324, 12 December 2014, as amended or amplified upon in the project brief below.

(4) The provision of all services in respect of acting as the Employer's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014 as described in Clause 3.3.3 of Board Notice 151 of 2014: 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. 38324, 12 December 2014.

(5) Prepare, assist and attend Public Participation forums at required work stages. See clause 2.3 of the Guideline Scope of Service and tariff of fees for persons registered in terms of the Engineering Profession Act, 2000 (Act, 2000, (Act no. 46 of 2000)

4.1.4 Labour Intensive Construction Principles

4.1.4.1 The Consultant shall not perform any significant portion of a project involving labour-intensive works under the direction of a staff member who has not completed the NQF level 7 standard "Develop and Promote Labour Intensive Construction Strategies".

4.1.4.2 The Consultant must provide the Employer with satisfactory evidence that staff members satisfy the requirement of 4.1.4.1

4.1.4.3 The Consultant must design and implement the construction works in accordance with the Guidelines for the Implementation of the Labour Intensive Construction methods under the Expanded Public Works Programme (the Guidelines) published by the National Department of Public Works.

4.1.4.4 The Consultant shall, for monitoring purposes, keep monthly records of and transmit to the client data obtained from the contractor on the following indicators with regard to workers employed:

- Project Budget
- Actual Project Expenditure
- Number of job opportunities created
- Demographics of workers employed (disaggregated by women, youth and persons with disabilities)
- Minimum day-task wage rate earned on project
- Number of person-days of employment created
- Number of persons who have attended an accredited training course

The definitions for these indicators are contained in Annexure D of the latest edition of the Guidelines for the Implementation of Labour-intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP). The values for the indicators shall be submitted to the Employer on the prescribed reporting template (from the EPWP Unit in the DPW) and obtainable from www.epwp.gov.za.

4.1.4.5 The Consultant shall certify that the works have been completed in accordance with the requirements of the Guidelines and the Contract:

- (a) whenever a payment certificate is presented to the Employer for payment; and
- (b) immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

4.2 Transport Engineering / Transport Planning

A Transport Impact Assessment (T.I.A) of public transport facilities and the surrounding area affected by public transport operations may be required. Investigate the impact that the Bus Rapid Transit system (B.R.T.) planning will have on public transport operations as well as the infrastructure requirements. Provide inputs to the urban design and landscape frameworks being prepared. Draw-up an operational plan taking into account public transport supply and demand at the facility and determine the current and future needs for public transport in and around the node. Therefore public transport surveys need to be done.

Stakeholders operating at the Public transport facility will need to be consulted to obtain their buy-in when drawing-up a transport operational plan. This operational plan forms part of the operations plan for the urban node as a whole. The recommendations and findings of the Integrated Public Transport Network Plan (IPTN) and Comprehensive Integrated Transport Plan (CITP) will guide and inform the design phase of the project.

- (4) The provision of all services in respect of acting as the Employer's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014 as described in Clause 3.3.3 of Board Notice 151 of 2014: 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. 38324, 12 December 2014.
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- Demographics of workers employed (disaggregated by women, youth and persons with disabilities)
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4.2 Transport Engineering / Transport Planning

A Transport Impact Assessment (T.I.A) of public transport facilities and the surrounding area affected by public transport operations may be required. Investigate the impact that the Bus Rapid Transit system (B.R.T.) planning will have on public transport operations as well as the infrastructure requirements. Provide inputs to the urban design and landscape frameworks being prepared. Draw-up an operational plan taking into account public transport supply and demand at the facility and determine the current and future needs for public transport in and around the node. Therefore public transport surveys need to be done.

Stakeholders operating at the Public transport facility will need to be consulted to obtain their buy-in when drawing-up a transport operational plan. This operational plan forms part of the operations plan for the urban node as a whole.

The recommendations and findings of the Integrated Public Transport Network Plan (IPTN) and Comprehensive Integrated Transport Plan (CITP) will guide and inform the design phase of the project.

4.3 Architectural Services

The provision of architectural and design drawing input, into the concept and viability and design development stages including Green building design Principles (City of Cape Town Smart Building Handbook), and to a limited extent, into the contract administration and inspection (construction) stage in terms of the Architectural Professions (Act 44 of 2000).

4.4 Town Planning Services (Rezoning, Consolidation, Sub-division etc.)

The provision of town planning services by a registered Professional Planner as set out in the Planning Professional Act, No. 36 of 2002. The services provider will be required to undertake a contextual analysis of the site and its broader context and to obtain the required land use approvals so that the project can be delivered.

The town planner will provide a conceptual spatial development framework for the site, addressing location of transport infrastructure, provision for future alternative land uses (such as small scale commercial and service industry), provision of public space, landscaping, building height, pedestrian facilities such as colonnades, pedestrian and vehicular access arrangements, provision for informal trading. This spatial development framework shall inform the preliminary and detailed design of the transport facility.

The Town planner should have relevant experience in multiple facets of the Planning Profession and a very strong land use planning expertise, rezoning and with some involvement in public transport planning projects, and knowledge of green building principles, must be clearly indicated. The activities to be undertaken by the Service Provider include:

- develop creative and original planning solutions to satisfy all parties;
- consult with stakeholders and other interested parties;
- negotiate with other professionals, such as surveyors and architects;
- research and design planning policies to guide applications;
- design layouts and draft design statements;
- use information technology systems such as CAD (computer-aided design) or GIS (geographical information systems);
- keep up to date with legislation associated with land use;
- schedule available resources to meet planning targets;
- write reports, which make recommendations or explain detailed regulations. These reports may be for a range of groups, from councils to regional assemblies, or members of the public.

4.5 Structural Engineering Services

Ensure that the designs structure/s components meet all the structural engineering standards and specifications. The Structural Engineer will be responsible for all structural engineering aspects during the design and implementation stage of the project. The service provider is to be assisted in the design function by the architect. The activities to be undertaken by the Service Provider include:

- analyse configurations of the basic structural components of buildings or other structures;
- liaise with other designers, including architects, to agree on safe designs and their fit with the aesthetic concept of the construction;
- examine structures and advising how to improve their structural integrity, such as recommending removal or repair of defective parts or rebuilding the entire structure;
- make drawings, specifications and computer models of structures for building contractors;
- work with geotechnical engineers to investigate ground conditions and analyze results of soil sample and in-situ tests;
- liaise with construction contractors to ensure that newly erected buildings are structurally sound;
- apply expert knowledge of the forces that act on various structures;
- use computers and computer-aided design (CAD) technology for simulation purposes.

4.6 Landscape Architectural Services

The provision of all standard services described in the document entitled "Amended Landscape Architectural Work Stages – January 2011", published by the South African Council for the Landscape Architectural Profession [SACLAP] (available on their website (www.saclap.org.za), as amended or amplified upon in the Project Brief below.

The activities to be undertaken by the Service Provider Include:

- Landscape Development Feasibility studies
- Landscape design;
- Landscape management;
- Landscape Planning
- Landscape science;
- Urban design;
- establish general landscape requirements
- conduct preliminary studies of the site (including contours, soil, ecology, buildings, roads, heritage);
- assess a site's potential to meet the client's specifications;
- carry out environmental impact assessments;
- seek and take into account the views of local residents, potential users, and parties with a vested interest in the project;
- accurately prepare and present detailed plans and working drawings of the re-design of the new site, including applications, construction details and specifications for the project using computer-aided design (CAD) packages or similar design software;
- present proposals to clients, deal with enquiries and negotiate any amendments to the final design; match the client's wishes with the knowledge of what will work best;
- liaise with other professionals on the project;

4.7 Public Transport Interchange requirements within the broader objective

The successful Tenderer (Service Provider) and professional team shall undertake the following work to execute the six stages of work as detailed in Pricing Data Item No 2 of C2.2, Activity Schedule.

Transport Planning

- Prepare Transport Impact Assessment (TIA) of the Public Transport Facility and the surrounding area affected by public transport operations
- Undertake Environmental Impact Assessments (EIA)
- Investigate the impact that the Integrated Rapid Transit (IRT) system/planning will have on public transport operations at the public transport facility and the surrounding road network.
- Investigate and provide updated current Public Transport records
- Road Access Management assessment and proposals
- Travel time, travel speed and traffic queuing analysis
- Traffic signal design and optimization
- Provide updated pedestrian movement across the hub
- Review any relevant urban design, traffic, taxi counts, and spatial planning framework information for the area;
- Investigation of non/motorized transport safety problems and development of solutions, specific emphasis is placed on integration of NMT at intersections
- Stakeholder engagements are required with stakeholders directly affected by the upgrade e.g. taxi associations, PRASA etc.
- Undertake public participation processes with the community directly affected through the upgrade of facilities,
- Provide inputs to the urban design and landscape frameworks being prepared.
- Transport Modelling

Transport Operational Planning

- Determine current and future needs for public transport operations at the Public Transport Interchange
- Accessibility and connectivity opportunities for, pedestrians, public transport, vehicles etc.
- Investigate and provide an Operational Management Plan for the Public Transport Facility node
- Provide a Decanting Strategy for the Public Transport Interchange.
- Consultation of Stakeholders operating at the Public transport facility to obtain their buy-in when drawing-up an transport operational plan
- Draw-up an operational plan taking into account public transport supply and demand at the facility and determine the current and future needs for public transport in and around the node.

Public Transport Infrastructure Requirements

- Investigate and determine a practical and flexible design solution for the Public Transport Interchange and surrounding facilities to cater for the demands of commuters, current and future public
- Transport operations demand, for the integration of IRT system planning and rail operations.
- Access and exit prioritisation for vehicles and pedestrians
- Separation of ingress and egress operation movements to be investigated as part of the design proposals;
- Provide safe pedestrian connectivity and linkages between modes, key economic and social activities etc.
- Take cognizance of the City of Cape Town's Non-Motorised Transport and Universal Access policies/ objectives
- Take cognizance of other relevant City policies and plan, such as the rail stations typologies (where the PTI is associated with a rail station), Parking Policy, TOD Strategic Framework and related toolkit, Economic Development Strategy, Urban Design Policy.
- Facilities will have to follow Green design principles e.g. Photovoltaic lighting, Refuse and recycle waste bins, water recycling, landscaping and irrigation, etc.
- Provide all signage (including passenger information), requirements and lane markings
- The requirements for Intelligent Transport Systems (ITS) need to be investigated and provided
- The requirements for a communication system need to be investigated and provided.
- Allowance to be made for **uniformed branding** to integrate with the overall Transport System for the City of Cape Town.

4.8 Urban Planning requirements within the broader objective

- A contextual analysis of the site will be needed to prepare a precinct plan which brings together the transport requirements and illustrates how the public transport interchange integrates into the surrounding urban context.
- Identify vacant or underutilised land which may be included in the interchange.
- Undertake a property / ownership study of the broader precinct identifying public and private land. As part of this stage identify those portions of land which are likely to be required and will need the expropriated for the development of the facility.
- Undertake property evaluations and develop a land acquisition strategy together with a property specialist.
- Conduct a deeds search to establish whether there are any restrictive conditions related to any of the sites which may be developed.
- Undertake a spatial / urban design analysis of the area, identifying existing land uses, the location of public facilities, prominent desire lines, existing edge conditions, urban grain and built form.
- Assist the lead consultant in developing an opportunities and constraints map of the site. Constraints (such as electrical sub stations) must be mapped and where is it possible to relocate some of these elements, costs need to be associated.
- Identify the land use parameters (zoning) of key sites affected by the interchange
- Develop a planning strategy for undertaking or attaining the various land use applications and identify how these can be integrated with other processes (environmental authorisations in particular).

- Identify planning risks for the projects. Particular attention needs to be paid to land which is currently zoned as a road reserve but has become an informal settlement. Where this is the case, risks need to be identified and strategies developed for engaging with these communities. This needs to be done together with the public engagement specialist and it will be critical to get buy-in from local politicians and CLO.
- Together with the lead consultant and public participation consultant identify a group of core stakeholders who must be engaged and involved in the design process. As a minimum this should include representatives of the taxi associations, bus operators, PRASA / Metrorail, informal traders associations, local councillors, affected business owners.
- Assist the lead consultant in getting an understanding of the place in terms of demographics, land use, urban structure, safety and sense of place which may have an impact on travel demand.
- Understand and map the spatial and geographic dynamics of the informal traders, taxi operations, and informal dwellers.
- Assess the activities to be accommodated on site inclusive of the transport functions and the need for public facilities as well as informal trade infrastructure (e.g. meat market).

The key milestone for this phase of the work would be a spatial analysis component included in the main report of the lead agent.

4.9 Public Participation Services

The activities to be undertaken by the Service Provider include:

- Development of outreach materials to community, business groupings and stakeholders.
- Planning, setting up, and conducting of public participation sessions with the community, community leaders, transport and informal trade stakeholders, politicians, city officials and business groupings with the assistance of an Expert Panel to help provide oversight and advice to the project.
- Sessions will be required (but is not limited to) inception (due diligence), at concept development stage, at detail design stage and with site set-up.
- Facilitate the election of a Public Liaison Officer and the process of identifying any possible local labourers required as part of a procurement strategy.

4.10 Enterprise Development Services

Tasks to be performed are as follows:

- Primary research to develop and listing of formal and informal traders and commercial activities in the area and identify their needs in terms of the type of business, their turnover and the products or goods they sell;
- Collation and analysis of relevant data and packaging (Action Plans) this for appropriate communication to all stakeholders
- Identifying the key stakeholders (internal and external) for the project;
- Provide assistance with input into the trading plan application
- Assisting the city to establish a cohesive forum for stakeholders;
- Facilitation of inputs and liaison with key stakeholders;
- Working with our internal team focusing on economic development strategies and aligning these with relevant activities;
- Give relevant input into physical design of PTI and precinct
- Designing the strategy and implementation plan
- Attending meetings and providing input to the stakeholders forum/s;
- Presenting progress and findings to management and relevant council structures; and
- Any other task that may be identified by the Department.

4.11 Geometric Engineer requirements within the broader objective

- Conduct Geometric design and Stormwater Designs
- Preparation of construction tender documents
- Design of Roads and Public Transport Infrastructure
- Design of flexible pavements
- Ensure pedestrian accessibility to public transport infrastructure

- Ensure design integration between the traffic signals, street lighting and universally accessible pedestrian crossings (tactile paving), particularly at signalised intersections
- Bus infrastructure Design including bus stops, bus priority measures(e.g. queue jump lanes)
- NMT facilities including Universal access to current TDA/CCT standards
- Ensure that applicable road markings and signage are applied
- Conduct Road Safety Audits in line with the requirements of the South African Road Safety Audit Manual, 2nd Edition (or latest revision), 2012.
- Attending meetings and providing input to the stakeholders forum/s;
- Designing of infrastructure service including the relocation of existing services
- Presenting progress and findings to management and relevant council structures; and
- Any other task that may be identified by the Department.

5. EXTENT OF THE SERVICES

While predominantly traffic and transportation engineering in nature, the various projects also require the services of a civil construction engineer, town planner, urban designer, architect and landscape architect, as described hereunder and more fully in the Project Brief below.

The work that is to be carried out under the contract is as provided for in the Activity Schedule. However, if during the course of the project circumstances are found to differ from those anticipated, the Employer reserves the right to modify the scope of the work to suit the prevailing circumstances.

Task or Work Orders will be raised for each project undertaken by the Employer. Such Task or Work Orders will be based on the Activity Schedule, an estimated construction cost or time based quotation submitted by the service provider and accepted by the Employer.

The calculation of project values, value for fee purposes or cost of works will be in accordance with the respective guidelines or tariffs of fees.

Other additional services are envisaged and will be priced and paid for in accordance with the Activity Schedule and all other conditions of this tender.

For tendering and evaluation purposes it has been assumed that the construction cost of the engineering component of this project is R 75 000 000 per area including the landscaping component, exclusive of VAT. The activity schedule has been structured in such a way that Service Providers are to tender, inter alia, a percentage fee based on this assumed construction cost. Final fees payable will however be adjusted according to actual construction costs.

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

The landscape architectural component of the construction cost (for the purposes of adjusting the fees) shall include a pro rata portion of the preliminary items, plus all items in respect of street furniture, irrigation, soft landscaping and paved pedestrian areas (the paving (surface) layer only, excluding edge restraints).

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

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

For tendering and tender evaluation purposes, it has been assumed that the construction cost (exclusive of VAT) over the three year period will be R 75 000 000 per area, and the activity schedule has been structured in such a way that Service Providers are to tender, inter alia, a percentage fee based on this assumed construction cost. Final fees payable will however be adjusted according to actual contract values. Should be noted that while the Employer intends to employ the Service Provider for the full duration as defined above, the Employer's budget is subject to periodic review, and the project is budget dependent. Should

funding in any financial year not become available, the Employer reserves the right to limit the extent of services to the current financial year only without incurring penalties.

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 limit the extent of services, 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. 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 works adhere to traffic accommodation. Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to the 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 planning, designing and construction of public transport facilities as well as proposals for precinct management arrangements.

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, an initial status quo review, urban design framework, traffic/public transport surveys, pedestrian surveys detailed architectural plans, landscape architectural design, civil engineering design, public participation processes where required, tender documentation and on-site supervision of the construction contract works as broadly described in the relevant sections of the aforementioned Guideline in Clause 4.1.1 above, as amended or amplified by the specific requirements below. If there is any conflict between the Specific Requirements and the Guideline document referred to above, the Specific Requirements shall take precedence.

The additional services to be provided include applying for wayleave conditions and approvals from the various service authorities (the rail authority in particular), all services related to preferential/targeted procurement, acting as the leader of a professional team, the provision of a level 3 construction monitoring service, and undertaking the duties of the Client in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014.

In addition it is expected that operation, maintenance and management plans will be compiled by the Service Provider to ensure the long term sustainability of facilities post implementation, and to influence the Employer's objective of providing communities with proper public transport facilities corresponding to the City of Cape Town's CTP, within the given budget over a three year cycle.

The landscape architectural services to be provided include provision of all standard services broadly described in the document entitled "Amended Landscape Architectural Work Stages – January 2011", published by the South African Council for the Landscape Architectural Profession (SACLAP), as amended or amplified by the specific requirements below. If there is any conflict between the Specific Requirements and the Guideline document referred to above, the Specific Requirements shall take precedence.

It is also a requirement of this contract that the Service Provider has in its employment, or employs the services of, an experience registered professional architect who has previously provided architectural input into the conceptualisation and design of bridges. The provision of architectural input is primarily around the aesthetics of the proposed bridge structure.

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.

7.1.1 Long Term Development Objective

Under Tender No. C/2016/17, the Employer's objectives are to revitalize the prioritised public transport facilities in a way that will improve the quality of life of residents and commuters in the area in a manner that meets the long term needs of local communities whilst also promoting the broader spatial transformation, urban renewal, CITP and IPTN objectives and Spatial Development Framework (SDF) of the City.

7.2 Specific Requirements

The Service Provider is expected to commence work as soon as possible. The program is critical and completion of the contract as early as possible is encouraged.

The Service Provider must ensure that computer equipment used and type of internet data connection/s at its local office are of sufficiently high standard to facilitate optimal operational efficiency for document exchanges, should the need arise to make use of online systems via an internet link (ADSL internet connection is a minimum requirement). Note that the City of Cape Town's document exchange through its email system is capped at 2 MB, and allowance must be made to cater for this.

All reports should adhere to the City of Cape Town templates, and must display the most recent City of Cape Town logo and Employer's details. Minor reports should preferably be no longer than two pages.

The Service Provider is to be aware that "Transport and Urban Development Authority" may have a homogeneous branding by the time the construction commences and allowance is to be made for this.

In addition, the Service Provider must take note that the Public Transport Infrastructure Department of the City of Cape Town is upgrading or applying Intelligent Transport Information Systems (such as way finding signs, route and travel maps, passenger information, electronic signage, fibre optic networks, and suitable communications systems [i.e. public address system] in transport facilities where required and as appropriate. Provision is to be made for this. Knowledge of the "MyConnect" card system will be an advantage.

7.2.1 Engineering Services

7.2.1.1 Planning, Feasibility Studies, Investigations and Assessments

The Service Provider shall inspect the site to be familiarised with the nature of the site, noting appropriate ingress and egress options without conflict, and the conditions under which work (both the provision of professional services and construction or any work by others) is to be executed.

The Service Provider shall prepare and submit a detailed status quo report presenting the information gathered (including photographs), the priorities for the project programme, cost estimates, and an implementation programme covering the project budget cycle. Any estimates produced must exclude value added tax (VAT). Previous investigations and works undertaken will be made available to the Service Provider for comparative purposes.

The cost of Planning, Feasibility Studies, Investigations and Assessments shall be remunerated on a time and cost basis. The service provider must submit a quotation for the service to the employer based on the rates in the Activity Schedule. An order will be raised upon acceptance of any quotation by the Employer.

Deliverables required include, but are not limited, to:

- Collation of information
- Reports of technical and financial feasibility and related implications
- List of consents and approvals
- Schedule of required surveys, tests, analyses, site and other investigations

The Service Provider shall carry out all of the feasibility studies and investigations necessary to determine the feasibility of public transport facility at the location 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 Taxi associations and Bus 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 Project Team

The Service Provider shall attend meetings with the Employer in respect of this project as and when required, and when called upon to do so by the Employer. The Service Provider shall be represented at these meetings by at least one of the senior key personnel. The Service Provider shall record and distribute any meeting notes as required and approved by the Employer. Where formal minutes are required to be kept, these must be signed by the Employer once agreed.

The professional management team (PMT) shall include, but may not be limited to:

- Officials from CoCT Directorates: Transport and Urban Development Authority; Safety & Security, and Property Management;
- Relevant external Transport stakeholders

In addition, as required:

- Provincial Government Western Cape: Transport Branch;
- Representative from PRASA, Golden Arrow Bus Services and the relevant Taxi Associations as required;
- Other professional consultants as team members as required.

It is also a requirement of this contract that the Service Provider has in its employ, or employs the services of, an experienced registered professional Architect who has previously provided architectural input into public transport structures/ facilities. The provision of architectural input will be ad hoc and is primarily around the aesthetics of the proposed facility structure and urban footprint.

The Service Provider will 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.

The additional services to be provided in terms of this contract include, inter alia: applying for wayleave conditions and approvals from the various service authorities, all services related to preferential/targeted procurement, acting as the leader of a professional team, inspections and detail design and tender documentation for a construction contract to build the proposed public transport facility, the evaluation of those tenders received, and a level 3 construction monitoring service of the contractor's activities on site, and record keeping throughout the project. Additional services to be provided also include the provision and undertaking of the duties of the Employer in terms of the Occupational Health and Safety Act, 85/1993 and Construction Regulations, 2014.

Service providers on this contract are required to acknowledge the dynamic and changing nature of the design and development processes up to the date of Practical Completion. Alterations to, and revised documentation necessitated by, other considerations are deemed to be included in the standard fee and shall not constitute grounds for additional fees.

7.2.1.3 Leader of the Professional Team and Project Management

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, and programming of design and financial control of all works included in the services. The completion of all consulting services (including the final inspection at the end of the construction defects

liability period and the preparation of the Final Approval Certificate and Final Payment Certificate shall be deemed included in the construction stage.

The Service Provider is required to provide a project management function for the project as follows:

- Ensure adherence to agreed time lines, project cost and quality. This should be monitored and reported on a monthly basis
- Confirm employer's project brief including objectives, priorities, constraints, assumptions, and strategies.
- Attend project initiation meetings
- Provide specialist advice as required
- Advise on the procurement policy for the project
- Advise on rights, constraints, consents and approvals
- Advise on the other consultants and services as required
- Define the consultant's scope of work and services
- Determine availability of data, drawings and plans relating to the project
- Advise on the necessary surveys, analyses, counts or other investigations where such is required
- Advise on appropriate financial criteria
- Provide necessary information within the agreed scope of the project to the other consultants
- Prepare ad hoc progress reports as required for City of Cape Town meetings: via Transport and Urban development Authority, MAYCO, COUNCIL, and Provincial and National Government as and when required, based on information in the monthly progress reports.
- Coordinate and administer all meetings and minutes to be distributed within one week of the meeting.
- Prepare a project programme indicating the phases of work to be completed and deliverables.
- Identify and quantify project risks for successful completion of this project within time, cost and quality and provide mitigating measures. These risks should be monitored and reported on regularly.

The following deliverables are to be submitted to the Employer:

- Monthly progress reports
- Minutes of meetings within 1 (one) week of meeting
- Ad hoc reports based on information in progress reports

7.2.1.4 Normal Services

Stage 1 – Inception

The Service Provider shall provide those services as described in the relevant section of Board Notice 206 of 2011: Guideline Scope of Services and Tariff of Fees, as are necessary to establish the Employer's requirements and preferences assess user needs and options and confirm the project brief moving forward. On-going public and stakeholder participation will be required during this stage of the project.

The Inception stage will involve determining, with input from the Employer, the scope of the works, including construction contract, and landscaping and universal access components for the Public Transport Facility.

The Service Provider is required to set up a project inception meeting with the City of Cape Town's Project Manager within 14 days of being appointed to confirm appointment parameters. One week thereafter a meeting will be held with key City officials and the Service Provider, at which meeting the following deliverables must be presented for approval by the City's Project Manager:

- Proposed Project Methodology and work plan, including a project programme clearly indicating tasks and deliverables linked to specific time frames;
- Project management and monitoring process and mechanisms;
- Roles and responsibilities;
- Prepare an invoice schedule linked to work completed;
- Prepare a schedule for submission of monthly written progress reports and

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

The following deliverables are to be submitted to the Employer:

- Draft and final work plan which covers all aspects described above
- Project programme including milestones, key deliverables, meetings, etc.

- Invoice schedule.
- Draft contents page of the construction tender document
- Draft contents page of the final close out report

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

Stage 2 - Concept and Viability (Preliminary Design)

Apart from the requirements of the Guideline Scope of Services and Tariff of Fees for Persons Registered in Terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), the preliminary design phase of the work must include inter alia the following:

Survey of the full extent of the project as indicated in the Project Brief plus any additional surveys as may be determined during the preliminary design phase which includes Report and Conceptual Design stages.

- (i) Develop a concept precinct plan illustrating built form, access and public/ private interfaces.
- (ii) Write development briefs / development guidelines for land parcels not required for the Interchange.
- (iii) Identify gaps / needs in the existing services
- (iv) Assess existing performance of the public transport system (Including NMT)
- (v) Prepare a status quo report and presentation
- (vi) Confirming environmental and water legislation requirements.
- (vii) Agree the documentation programme with the principal consultant and the other consultants.
- (viii) Prepare concept design based on the employer's brief.
- (ix) Attending design and consultants' meetings.
- (x) Arranging and recording regular monthly project coordination team meetings of relevant CoCT officials and consultant representatives, recording same, and/or chairing where required by the Employer.
- (xi) Advise the employer regarding further surveys, analysis, tests and investigations which may be required.
- (xii) Refine and assess concept design to ensure conformity with statutory requirements and consents.
- (xiii) Co-ordinate design interfaces with the other consultants e.g. IRT, PRASA etc.
- (xiv) Select hard and soft landscape construction materials.
- (xv) Prepare cost estimates as required.
- (xvi) Submit presentation of the design concept to the employer for approval.
- (xvii) Obtaining approval of CoCT officials for the preliminary design of the infrastructure
- (xviii) Confirmation of decisions taken in conjunction with the project coordination team.
- (xix) Accurate cost estimates and programme of works.
- (xx) Prepare and submit the landscape development plan to the local authority for approval where applicable.
- (xxi) Liaise, co-operate and provide necessary information to the Employer, and others on instruction.
- (xxii) Together with the appointed QS and design team establish a high level cost estimate for the project.
- (xxiii) Assist the lead agent to get approval for the concept precinct plan

The Service Provider shall undertake universal access compliance audits of existing pedestrian crossing facilitating access to IRT bus stops, and stations in line with NDOT & Provincial guidelines and international best practice, including review of typical TDA detail drawings and development of a priority plan for implementation, in detailed report format.

The Service Provider shall, in conjunction with the Architect, Landscape Architect and Urban Designer/ town planner, provide those services necessary for the development of a spatial development framework and concept design, for both the public transport facility and any NMT facilities for submission to the Employer and other relevant authorities for approval.

The Service Provider will be expected to consult with the Employer, various service and public transport authorities, and other interested and affected parties (including the directed affected community) prior to finalizing designs and documentation.

The following deliverables are to be submitted to the Employer:

- Conceptual design report in accordance with the brief 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 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.

Apart from the requirements of the Guideline Scope of Services and Tariff of Fees for Persons Registered in Terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), the detailed design stage must inter alia include the following:

- (i) Thorough investigation of all existing services to ensure that there is no conflict with proposed work.
- (ii) Obtaining way leaves for all services.
- (iii) Detailed geotechnical investigations where applicable.
- (iv) The detail design must include geometric and settling out details, long sections and cross sections, typical cross sections, concrete and reinforcement details, etc.
- (v) Preparation of an Environmental Management Plan if required by NEMA and Transport Management Plan as required.
- (vi) Undertake detailed design of various critical elements of the proposal to ensure the technical requirements are met. (Urban Designer / Architect / Landscape Architect).
- (vii) Engagement with traders associations will be required during this stage (Engagement with CoCT Economic Development department will be important to facilitate this part of the project).
- (viii) Together with the appointed QS and design team establish a detailed cost estimate for the project and value engineered the proposal as appropriate. (Urban Designer / Architect / Landscape Architect)
- (ix) Assist the lead agent to obtain sign-offs from the relevant line departments as well as the political structures and the public

Any site surveys (visual inspections, measuring to confirm dimensions, taking of photos, co-ordinates etc.) required to corroborate the as-built information provided, shall be the responsibility of the Service Provider.

The design development shall take cognisance of all design requirements as may be imposed by the City, Water Services Department, or any other authority whose services are impacted upon by the proposed development. The design development shall consider and include public lighting on and in the vicinity of the public transport facility.

A draft 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 draft contract document to determine any other specific requirements that the Employer may have in this regard.

A set of draft plans and the draft tender/contract document shall be submitted to the Employer for comment prior to finalising all documentation and going out to tender. All drafts and plans must be thoroughly checked by the Service Provider's project leader prior to submission. The tender/contract document shall be submitted to the Employer for checking no less than two weeks prior to tenders being advertised. The Service Provider shall prepare detailed estimates of construction costs and submit same to the Employer.

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 for part of the normal services to be provided by the Service Provider.

Stage 4 - Documentation and Procurement

The Service Provider shall 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 and in compliance with the City of Cape Town's Supply Chain Management Policy. The construction contract document shall be based on the City of Cape Town's latest example CIDB document for Civil Contracts (SCM 509), which is based on the SAICE General Conditions of Contract for Construction Works, 3rd Edition, 2015. The Service Provider shall liaise with the Employer during the preparation of the construction 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 rail authority and Water Services Departments 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 a Construction Environmental Management Programme (refer to Clause 7.2.1.3 Environmental Officer).

The Service Provider should note that it is the Employer's preference that all payment items are 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.

The Service Provider's attention is drawn to the fact that Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content. Regulation 8(1) prescribes that in the case of designated sectors, where in the award of tenders where local production and content is of critical importance, such tenders must be advertised with the specific condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content, will be considered.

It is furthermore noted that the creation of employment within the communities adjacent to the site of the proposed bridge 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 services described in the two preceding paragraphs are additional to normal services, and are provided for in Clause 7.2.1.3 below.

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 assessment report for consideration by the Employer's Bid Evaluation Committee (BEC). The Service Provider shall present his assessment to the BEC, respond to any queries the committee may raise, and follow up on any issues requiring the Service Provider's attention/action, including issues arising from an appeal, if any.

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 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 (the architect and landscape architect) as and when necessary.

Should the need arise; the Service Provider shall be responsible for all liaison and/or negotiations with:

- a) owners or proprietors of establishments that would be affected by any work conducted in Council's road reserve; and/or
- b) property owners, business owners lessees and/or tenants on behalf of the Employer as regards arrangements for occupation of their premises necessary to execute the work. If necessary, the Service Provider shall liaise with and obtain input from the City's Property and Legal Departments in this regard;
- c) other consultants working on projects where overlap exists with work undertaken in terms of this contract;

Any specialist investigation required may only be carried out with the approval of the Employer and shall be paid for as a recoverable expense (disbursement).

Any construction contract documentation required for full tender processes 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 to be provided shall include,

- where necessary the detailed checking of drawings prepared by the contractor for manufacture and installation.
- ensuring that all payment certificates, preferential procurement and labour returns, and contract participation expenditure reports are timeously submitted;
- attend regular site, technical and progress meetings.
- inspect the works for conformity to contract documentation.
- adjudicate and resolve financial claims by contractor(s).
- assist in the resolution of contractual claims

All draft documents and drawings must be thoroughly checked by the Service Provider's project leader prior to submission. The tender/contract document shall be submitted to the Employer for checking at least two weeks prior to tenders being advertised. The Service Provider shall supply the Employer with an electronic copy (on CD) of the tender/contract document once approved.

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. All electronic documents shall include full "filename and path" in the footer to facilitate cross-referencing between hardcopy documents and source documents on electronic systems.

The Service Provider shall be responsible for providing the Employer with the required number of (hard) copies of plans, compact disks if required, and tender documents for tender purposes

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 (dwg plus ctb table) as well as one complete set of paper prints. All As-Built drawing Xrefs must be bound.

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.

7.2.1.5 Additional Services

Service Enquiries/Wayleave Applications

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

Time based additional services

Any additional services not detailed above will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the service provider by the employer.

Review and checking of designs submitted by the contractor

The Service Provider shall carry out the detailed inspection, review and checking of designs and drawings not prepared by the Service Provider and submitted by any contractor or potential contractor. Working Drawings: 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. Such drawings must display the most recent City of Cape Town logo and Employer's details.

Preferential Procurement and Targeted Participation

The Service Provider shall provide all services related to preferential procurement and targeted participation in respect of the construction contract (as set out in the Employer's example CIDB documents for Civil (or other) construction contracts including but not limited to:

- (a) the incorporation into the contract documentation of:
 - (i) preferential procurement requirements in respect of B-BBEE and, if applicable, local production and content, and
 - (ii) targeted participation goals in respect of targeted labour and/or resources.
- (b) the monitoring and verification of compliance with (i) and (ii) in (a) above during the construction contract (including the receiving and collation of documentary evidence submitted by the Contractor in this regard).

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 (the Engineer's Representative) on site. For this reason, it is specified that a level 3 construction monitoring service (as per the Guideline Scope of Services document referred to above) must be provided by the Service Provider.

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

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

It may be the case that some critical operations may have to take place at night. The Service Provider's rate for construction monitoring shall include all overtime costs in this regard.

It must however be noted that the Employer requires the services of a qualified and competent individual, registered as a professional engineer or technologist, with at least five years' experience in construction monitoring of which a significant portion must have involved facilities for public transport and/or rehabilitation.

The Service Provider's proposal may be accepted or rejected at the sole discretion of the Employer.

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

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

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

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

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations, 2014, ensure that any sub-consultants/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this contract (Form C1.3, Part C1, refers).

Environmental Officer

The Service Provider shall provide from within its own organisation or, if necessary, appoint as a sub-consultant, a suitably experienced Environmental Officer (EO) whose responsibilities shall be as follows:

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

The person appointed as EO may be the Engineer, Engineer's Representative, or any other individual, provided that the person appointed has appropriate/relevant environmental training and experience.

The frequency of site visits/inspections shall be as and when necessary, but not less than at monthly intervals.

Time Frames/Milestones (specific)

The Employer shall specify timeframes for completion of tasks which shall be strictly adhered to as follows (excluding Employer approvals):

- Time for preliminary investigation and assessments: 3 months
- Time for completion of Preliminary Design, Detailed Design and Contract Documentation: 6 months (maximum).
- Total time for project completion from inception: ASAP within three year budget cycle
- Time for completion of Close Out Report: 2 weeks after site hand over.

The Service Provider shall therefore programme the work (which will include attaching milestones to the contractors work) in such a manner so as to ensure that these objectives are met. Invoices for work undertaken must be submitted monthly and shall include a schedule of the number of hours of work performed by each category of personnel as well as a schedule of the tasks performed.

7.2.2 Architectural Services

The architectural service required is in respect of input into the concept and viability and design development stages of the project, primarily around the aesthetics of the bridge structure. The architect shall provide advice on; inter alia, space provision and planning relationships, structural form, materials and lighting, and shall also develop computer generated montages and/or 3D impressions for submission to, and consideration by, the Employer.

The architectural service will extend, to a limited extent, into the contract administration and inspection (construction) stage, providing advice, as and when necessary, as regards compliance of the built product with the specification and drawings.

7.2.3 Landscape Architectural Services

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

Attention must be given to the on-going sustainability of landscaping proposals. With regard to planting layout/s, detailing the location and types of plants the landscape architect shall source and provide any samples as may be necessary for the Employer to approve the final design.

The landscape architect shall also liaise directly with the relevant division of the Employer's Parks, and NMT (Universal Access), Departments in respect of their approval of the hard and soft landscaping design.

The end product required is a set of plans/drawings and specifications that will be incorporated into the contract documentation for construction purposes, as well as a final cost estimate. In addition, the landscape architect shall develop a full specification in respect of same, including maintenance requirements both during and post construction (in the defects liability period). As part of the tender evaluation process, the landscape architect shall provide comment, as appropriate, on the suitability of the landscaping and irrigation sub-contractors, or of proposed alternatives.

The landscape architect shall, insofar as the landscaping component of the construction contract is concerned, carry out any or all (as necessary) of the services listed in the SACLAP Amended Landscape Architectural Work Stages – January 2011 document. The landscape architect shall only issue instructions to the construction contractor through the Engineer as defined in the construction contract. Periodic inspections during the course of the maintenance period will be required in order to ensure the contractor is fulfilling the landscaping maintenance obligations, the cost of which must be included in the landscape architect's tendered fee.

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.

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

A report covering the investigation(s), conclusions and recommendations pertaining to the facility shall be submitted to the Employer for discussion, approval and action, within 4 (four) working weeks of the Service Provider appointment.

A report covering the inspection of the current facility, cost estimates and construction programme shall be submitted to the Employer for discussion before any commitments are made, by either the Employer or Service Provider, as regards the work to be done. This is not to say that the Service Provider may not do any preliminary work as regards the preparation of designs and contract documentation, while the report is being finalised. Any abortive work in this regard however, will be to the Service Providers account.

The Service Provider shall prepare and submit a tender evaluation report to the Employer within two weeks of tenders for the construction works having been received.

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 may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project.

Once the construction project is underway, the Service Provider shall submit monthly progress vs. Expenditure reports to the Employer showing expenditure in respect of both the Service Provider's appointment and the construction contract together with the anticipated spend to the end of the financial year in question. Format for same to be agreed with the Employer.

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.

7.6 Town Planning / Urban Design Services

The town planner or urban designer will provide a conceptual spatial development framework for the site, addressing location of transport infrastructure, provision for future alternative land uses (such as small scale commercial and service industry), provision of public space, landscaping, building height, pedestrian facilities such as colonnades, pedestrian and vehicular access arrangements, provision for informal trading. This spatial development framework shall inform the preliminary and detailed design of the transport facility.

8. REFERENCE DATA

8.1 "DRAFT City of Cape Town's Green Building Guidelines" (not bound in) but available on the City of Cape Town website.

8.2 Other reference documents may include but is not limited to:

- IPTN 2023
- CIP 2013-2018
- TODSF 2016
- UAP for City of Cape Town
- PRASA Strategic Rail Plan
- City of Cape Town's Non-motorised Transport Master Plan
- Integrated Transport Plan

Appendix C4.2 contains a list of reference documents that shall be kept in the local office of the Service Provider for the duration of the contract. The Employer has various internal standards, specifications, templates and procedures to be adhered to – details of which will be made available to the appointed Service Provider as and when required 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 standards.

10. APPROVALS

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

- (a) Approval of the implementation programme from the Employer,
- (b) Approval of the conceptual and preliminary designs from the Employer,
- (c) Approval of the project from Heritage Western Cape (*if required*),
- (d) Approval (authorisation) of the project from the Department of Environmental Affairs and Development Planning (*if required*),
- (e) Approval of the detail design, drawings and contract document from the Employer,
- (f) Wayleave approval from all service authorities,
- (g) Approval of the accommodation of traffic plans from the Traffic Manager,
- (h) Approval of the construction monitoring proposal from the Employer,
- (i) In respect of time based services, approval of the allocation of staff from the Employer.
- (j) 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 the **Preference Schedule** where preferences are granted in respect of B-BBEE contribution.

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

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

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

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

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

The Contractor shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practice, of the B-BBEE status level of every sub-contractor employed by the

Contractor. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

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

11.3 Forms for contract administration

The Service Provider shall complete, sign and submit with each monthly statement for payment, the following updated returns (the format of which are attached in C3.2 Annexes as amended from time to time):

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

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

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

In respect of Annexes 1 and 2, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in the **Preference Schedule** Preference Schedule in Part T2.2 Returnable Schedules. In the case of joint ventures (Annex 2), the contractor shall prove his compliance with item 6) in Section 2 of the Preference Schedule by providing a consolidated scorecard at his own cost on instruction from the Employer's Agent.

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:

- a) A **PROJECT MANAGER / PROJECT ENGINEER** or Technologist who is registered as a Professional Engineer or Technologist with the Engineering Council of South Africa (ECSA), who has a minimum of ten (10) years verifiable post qualification experience in **Civil and/or Traffic and Transport Engineering**, is familiar with green building principles, and who will be responsible as the **Project Engineer/ Project Leader** for all work carried out in terms of the tender. This individual is required to have at least six (6) years of experience in project facilitation and management in the transport sector. The Project Manager/ Project Engineer must also have acted as the "Engineer" in terms of the General Conditions of Contract, for minimum of (3) years, and have proven experience on public transport projects. A list of projects on which the Project Manager/Project Engineer has acted as the Engineer must be clearly ascertainable from the detailed curriculum vitae submitted.
- b) A **TRANSPORT ENGINEER/TECHNOLOGIST** or **PLANNER**, who is registered with ECSA, with a minimum of ten (10) years verifiable post qualification experience in the planning and implementation of public transport projects. A proven record of taxi industry liaison.
- c) A **PROFESSIONAL ARCHITECT** who is registered as such with the South African Council for the Architectural Profession (SACAP), with a minimum of eight (8) years verifiable post

- qualification experience and who is familiar with green building and sustainable development principles, and has provided architectural input into at least one public transport facility.
- d) A **PROFESSIONAL LANDSCAPE ARCHITECT**, registered as such with the South African Council for the Landscape Architectural Profession (SACLAP) with a minimum of eight (8) years verifiable post qualification experience and who has provided landscape architectural input into at least one transport project or public transport facility, and is familiar with green building principles.
 - e) A **PROFESSIONAL STRUCTURAL ENGINEER / TECHNOLOGIST**, who is registered as such with ECSA (Engineering Council South Africa), with a minimum of ten (10) years post qualification experience; proven experience on at least one public transport facility will be an advantage.
 - f) A **PROFESSIONAL TRAFFIC ENGINEER / TECHNOLOGIST**, who is registered as such with ECSA (Engineering Council of South Africa), with a minimum of ten (10) years verifiable post qualification experience in the Traffic System needs of public transport projects. Should have experience in **Sidra/Intersection** analysis, including signal phasing, traffic Impact assessment/studies and road safety audits according to national standards.
 - g) A registered **ELECTRICAL ENGINEER / TECHNOLOGIST**, who is registered as such with ECSA (Engineering Council of South Africa), with a minimum of five (5) years verifiable post qualification design experience in improving lighting conditions in areas with high volumes of pedestrian movement; experience in solar photovoltaics, providing lighting in townships, or for Public Transport Interchanges / Public Transport Facilities must be clearly demonstrated in the curriculum vitae provided.
 - h) A registered **MECHANICAL ENGINEER / TECHNOLOGIST**, who is registered as such with ECSA (Engineering Council of South Africa), with a minimum of five (5) years verifiable post qualification design experience in, or for Public Transport Interchanges / Public Transport Facilities, must be clearly demonstrated in the curriculum vitae provided.
 - i) A **SENIOR GEOMETRIC ENGINEER / TECHNOLOGIST**, who is registered with ECSA (Engineering Council of South Africa), with a minimum of eight (8) years verifiable experience in geometric design; design and rehabilitation of roadways, will be an advantage.
 - j) A **QUANTITY SURVEYOR**, who is registered as such with SACQSP (South African Council for the Quantity Surveying Profession), with a minimum of five (5) years verifiable post qualification experience in the design and construction of civil engineering and/or building projects.
 - k) An **URBAN DESIGNER**, who is registered as a professional member of UDISA (Urban Design Institute of South Africa), with a minimum of five (5) years verifiable post graduate experience. A track record in transport related design is compulsory, as would knowledge of green building principles. The Urban Designer will undertake the identification of any specialist investigations and develop a special framework to ensure the creation of a vibrant, integrated urban environment where the broader urban needs of public transport users and more specifically pedestrians are to take precedence. The spatial framework shall inform the conceptual layout and detail design of the facility.
 - l) A **SENIOR TOWN PLANNER** who is professionally registered with SACPLAN (South African Council for Planners) in the Professional Planner category, with a minimum of six (6) years relevant experience in multiple facets of the Planning Profession and with very strong land use planning expertise and with some involvement in public transport planning projects, and a knowledge of green building principles, must be clearly indicated.
 - m) A **LAND SURVEYOR** who is professionally registered with SAGC (South African Geomatics Council), with a minimum of five (5) years verifiable experience, in the construction of major civil engineering (roads) and/or building projects.
 - n) An **ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP)** – who is professionally registered as an EAP with EAPASA (Environmental Assessment Practitioners Association of South Africa) with a minimum of five (5) years direct experience in environmental assessments for transport related projects with a focus on green building principles, including environmental impact and sustainability.
 - o) A **PUBLIC PARTICIPATION SPECIALIST** with a minimum of 5 (five) years' experience in managing and delivering public participation processes, or who has managed at least 3 (three) distinct public participation processes of major infrastructure initiatives. The Public Participation Specialist(s) must be fluent in English and Xhosa; multiple Specialists may be used to handle the different language requirements.
 - p) An **ECONOMIC AND SOCIAL DEVELOPMENT SPECIALIST** with the following desired profile: Good understanding of economic development context, the application of transit oriented development principles to a precinct process facilitation. Strategy and policy

development experience (minimum of 5 years). Project management skills and multi-year business planning experience.

- q) An **OCCUPATIONAL HEALTH AND SAFETY OFFICER** who is professionally registered with SAIOSH (South African Institute of Occupational Health and Safety) with a minimum of five (5) years verifiable experience applicable in the civil engineering construction industry.
- r) A **HERITAGE PROFESSIONAL** who is professionally registered with APHP (Association of Professional Heritage Practitioners), with a minimum of five (5) years verifiable experience in Architecture or Archaeology or Planning and Urban Design.

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 .1.1: 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

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY: TRANSPORT PLANNING

CONTRACT NO. 385C/2016/17

PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN,
DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE
PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME

C3.2 Annexes

Annex 1: B-BBEE Sub-Contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

ANNEX 1

CITY OF CAPE TOWN

385C/2016/17

CONTRACT NO. AND NAME:

PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME

CONTRACTOR (SERVICE PROVIDER):

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

Value of the contract (as defined in Schedule 24: Preferencing Schedule) (P*)	R	B-BBEE Status Level of Prime Contractor		
Name of Sub-contractor (list all Sub-contractors)	B-BBEE Status Level of Sub-contractor ¹	Total Value of Sub-contract (excl VAT) ¹	Value of Sub-contract work to date (excl VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Prime Contractor
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
Total:			R	
Expressed as a percentage of P*				%

¹Documentary evidence to be provided

Signatures

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

Date: _____

Verified by Employer's Representative:

Date: _____

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

395C/2016/17
 PROVISION OF PROFESSIONAL SERVICES: PLANNING, CONCEPT DESIGN, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER
 DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE
 PROGRAMME

CONTRACTOR (SERVICE PROVIDER):

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO.

Value of the contract (as defined in Schedule 88: 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% x 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* x 100	
JV Partner A		%	R	R	%	
JV Partner B		%	R	R	%	
JV Partner C		%	R	R	%	

¹Documentary evidence to be providedSignatures

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

Date: _____

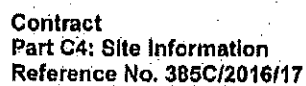
Verified by Employer's
 Representative:

Date: _____

Part C4: Site Information

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**Map Showing Geographical Boundary of City Cape Town
indicating the Four Areas**



Appendix C4.1

Map Showing Geographical Boundary of City Cape Town indicating the Four Areas

