

TENDER NO. 385C/2016/17



SCM - 515 Approved by Branch Manager: 25/05/2017

Version: 2 Page 1 of 127

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 Hereng Boulevard
CAPE TOWN
8001

TENDER SERIAL No.:

1. NAMES OF CITY OFFICIALS

2. DER OPENING

3.

4.

MAY 2017

NAME OF TENDERING
ENTITY

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;

General Tender Information

TENDER ADVERTISED	:	30 June 2017
CLARIFICATION MEETING	:	10h00 on 17 July 2017 (Not compulsory but strongly recommended)
VENUE FOR CLARIFICATION MEETING	:	Offices of the City of Cape Town: Boardroom 1, 17 th Floor, Civic Centre, Hertzog Boulevard, Cape Town
CLOSING DATE	:	01 August 2017
CLOSING TIME	:	10h00
CLOSING VENUE	:	Tender Box 137 at the Tender & Quotation Box Office, 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town
TENDER BOX	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. The original remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY: 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:

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Part T1: Tendering procedures

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CITY OF CAPE TOWN

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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), Chlo 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 by e-mail.

A non-compulsory but strongly recommended information 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.

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T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 138 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	Add the following: The Employer is the City of Cape Town, represented by the Director: Transport Planning.
F.1.1.2	Add the following clauses after the first paragraph: 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 Add the following: The following documents form part of this tender: VOLUME 1: The Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1816) as published by the Construction Industry Development Board. Tenderers must obtain copies of their own and from the Construction Industry Development Board Website. VOLUME 2: The Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1816) as published by the Construction Industry Development Board. Tenderers must obtain copies of their own and from the Construction Industry Development Board Website. 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, 2008 (Act No. 44 of 2008), Board Notice 121 of 2015 as gazetted in Government Gazette No. 38653, 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 8: The Tender

T1.1 Tender notice and invitation to tender
T1.2 Tender data

T2.1 List of returnable documents
T2.2 Returnable schedules

Part C1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.3 Occupational Health and Safety Agreement

C2.1 Pricing Assumptions
C2.2 Activity Schedule

Part C3: Scope of work

C3.1 Scope of Work

C3.1 Scope of WDIR
C3.2 Annexes
Part C4: Site Information

Part C4: Site Information

C4.1 Site Information

VOLUME 7: Drawings

F.1.3.2

Delete the clause and replace with the following:

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

F.1.4 Communication and employer's agent

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

(The Employer's & ...)

Name: Mr. Jodi (Senior Professional Officer: Public Transport Infrastructure Planning and Design) – 4218 0000
Address: City of Cape Town
Civic Centre
12 Hertzog Boulevard
Cape Town 8001

F.1.5 Cancellation and Re-Invitation of Tenders

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

E.1.6.2 Competitive negotiation procedure

Add the following to F.1.6.2.1:
A competitive negotiation procedure will not be followed.

E.1.0.3 Proposal procedure using the two-stage system

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T1.2 Tender Data

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: 021 400 5953 or 021 400 5830
Via email at: MSA_Appeals@capetown.gov.za

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: 021 400 5953 or 021 400 5830
Via email at: Access2InfoAct@capetown.gov.za

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), City Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 0242/3/4/6). 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

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Part T1: Tendering procedures
Reference No. 385G/2018/17

T1.2
Tender Data

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.

F.2.1.3

Add the following after F.2.1.2:

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:

- Full name of entity submitting tender to be provided;
- Identification number or company or other registration number to be provided;
- Tax reference number to be provided;
- VAT registration number (if any) to be provided;
- 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);
- A copy of the partnership / joint venture / consortium agreement to be provided;
- 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);
- 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);
- 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);
- The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;
- The tenderer's tax matters with SARS are in order;
- The tenderer is not an advisor or consultant contracted with the Employer;
- 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 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.
- 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 Signal intersection analysis, including signal phasing, traffic impact assessments 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 special 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 SAGO (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.

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- 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.

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	Competency/Details	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 • Skima	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 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:

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- 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, but 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:

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- 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.

F.2.13.3

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

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

F.2.13.5

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

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

F.2.13.6

Add the following to F.2.13.6:

A two-envelope procedure will not be followed.

F.2.13.10

Add the following sub-clause after F.2.13.9:

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

F.2.13.11

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 affecting 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.2.16 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:*
 Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT exceeds R 10 million:
- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
 - b) a certificate 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;
 - c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
 - d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.
- Each party to a Consortium/ Joint Venture shall submit separate certificates/statements in the above regard.*
- 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, 95 of 1993**
 Tenderers are to note the requirements of the Occupational Health and Safety Act, 95 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 of Health and Safety Plan in T2.2. Returnable Schedules, a draft Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work.*

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

F.2.23.1 Evidence of tax compliance.
Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the Compulsory Enterprise Questionnaire.

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

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

F.2.23.2 Broad-Based Black Economic Empowerment Status Level Documentation
In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practice 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 practice. 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 Practice (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 following 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*

F.3.10 *Delete the clause and replace with the following:*
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(2):*

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:

BBBEE Status Level of Contributor	Number of Points
1	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:

BBBEE Status Level of Contributor	Number of Points
3	8

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

a P_m is the offer of the most favourable offer.
P is the offer of the tender offer under consideration.

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).

F.3.13 Acceptance of tender offer
Delete F.3.13 and replace with the following:
Accept the tender offer, if in the opinion of the employer, it does not present any material risk and only if the tenderer:

Delete F.3.13 a) and replace with the following:
a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement.

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

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

F.3.16.1 Delete the clause and replace with the following:
Before accepting the tender of the successful tenderer the Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice.

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

F.3.19 Add the following after F.3.19
F.3.20 Negotiations with preferred tenderers
The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:
a) does not allow any preferred tenderer a second or unfair opportunity;
b) is not to the detriment of any other tenderer; and
c) does not lead to a higher price than the tender as submitted.

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

negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed offer 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;

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- 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 ekb 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

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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 signatures 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 the working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or clarify 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.

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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 tenders 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

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

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

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

B-BBEE Contributor Status	Points
1	20
2	18
3	16
4	12
5	8
6	5
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):

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

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)(a), 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	Points
1	10
2	9
3	8
4	7
5	6
6	5
7	4
8	3
9	2
10	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:

$$N_Q = W_Q \times S_Q / M_Q$$

where: S_Q is the score for quality allocated to the submission under consideration; M_Q is the maximum possible score for quality in respect of a submission; and W_Q 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, review 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 disclosed, 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 cdb prescripts require that tenderers must be advertised and be registered on the cdb 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

T2.1 List of Returnable Documents	Pages 32
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
2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	36 – 38
3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	37
4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	38
5: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4)	39-40
6: AUTHORIZATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO CCT	41
7: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION	42
8: CONFIRMATION OF CCT SUPPLIER DATABASE REGISTRATION	43
9: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE	44
10: SCHEDULE OF WORK EXPERIENCE OF TENDERER	46
11: KEY STAFF	48-49
12: SCHEDULE OF SUPPORT RESOURCES	49
13: PROFESSIONAL INDEMNITY INSURANCE	50
14: FUNCTIONALITY CRITERIA	61
15: PROPOSED WORK PLAN	62
16: CONFIRMATION OF TENDERER REGISTRATION / ACCREDITATION	63
17: OTHER CRITERIA (Not used)	64
18: PERSONNEL SCHEDULE (OTHER THAN KEY STAFF)	65
19: SCHEDULE OF SUBCONSULTANTS	66
20: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER	67
21: RECORD OF ADDENDA TO TENDER DOCUMENTS	68
22: PRICE BASIS FOR IMPORTED PLANT AND MATERIALS	69
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

RESOLUTION

By resolution of the Board of Directors passed on 12 April 2017, it is resolved that the Board delegates the following powers:

TENDERING AND CONTRACTUAL COMMITMENTS

The Chief Executive Officer, Chief Operating Officer – Africa Division, Sector General Manager, Operations Manager, Functional General Manager, Section Manager or Regional Manager may sign a tender or contract on behalf of the Board to the following tender price limits:

Designation	Maximum Tender Price
Chief Executive Officer and Chief Operating Officer, Africa Division	R400,000,000
Sector General Manager and Operations Manager	R200,000,000
Functional General Manager	R100,000,000
Function Manager	R15,000,000
Section Manager	R2,000,000
Regional Manager	R1,000,000

Where the tender stipulates that the person needs to be authorised by the Board to sign, the signatory may request a letter of Authority to sign from the Chief Executive Officer, Chief Operating Officer – Africa Division, Sector General Manager, Operations Manager, Functional General Manager, Function Manager, Section Manager or Regional Manager who, in accordance with the above limits, may grant such authority on behalf of the Board.

Signed by the Executive Directors on this 12th day of April 2017:

AUTHORITY FOR SIGNATORY

By resolution of the Board of Directors of the City of Cape Town, passed on 12 April 2017, the General Manager hereby delegate to and authorise In his capacity as Function Manager, whose signature appears below, to sign and submit any and all documents, in connection with the tender to the City of Cape Town for:

TENDER NO. 385C/2016/17 – PROVISION OF PROFESSIONAL SERVICES: PLANNING, PRELIMINARY DESIGN, CONCEPT DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME

and any contract which may arise therefrom on behalf of

Signed on behalf of the Company:

2017-07-27

DATE

In his capacity as: Functional General Manager

Signature of Authorized Signatory

2017-07-27

DATE

In his capacity as: Function Manager

Date: 2017-07-27

Date: 2017-07-27

CITY OF CAPE TOWN

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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		Bonaire
In respect of each partner must be or		
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: eids 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 company:		
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 the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers;		
iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;		
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and		
v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.		

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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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:

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

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this invitation to tender relates;
9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract;
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 69 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.

01/08/2017
Date

Name

FUNCTION MANAGER
Position

CITY OF CAPE TOWN
TRANSPORT AND URBAN DEVELOPMENT AUTHORITY: TRANSPORT PLANNING

CONTRACT NO. 385C/2016/17

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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

SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

SCHEDULE 3: CERTIFICATE OF ACTIVITY

This returnable schedule is to be completed by joint ventures.

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

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

Note :

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

CITY OF CAPE TOWN

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DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC
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SCHEDULE 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBDS)

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 after the auction process 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. 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. 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? 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? 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? If so, furnish particulars:	☐	☒

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

Signature
Date

01/08/2017

Date

Name

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Tender
Part T2: Returnable Documents
Reference No 385C/2016/17

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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 questions must be answered with the bid.
 - 3.1 Full Name of tenderer:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder, etc.): **FUNCTION MANAGER**
 - 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.

3.14 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
ATTACHED		
N/A		

The tenderer hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, or the tenderer is subject to cancellation of the contract, restriction of the tenderer or the exercise by

Date 01/08/2017

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.

DECLARATION OF INTERESTS OF FAMILY MEMBERS

(FOR TENDERING PURPOSES)

MEMBER OF NATIONAL ASSEMBLY

CURRENT POSITION (2016): CHAIRPERSON: STANDING COMMITTEE ON APPROPRIATIONS

ADDITIONAL INFORMATION:

----- IS THE SPOUSE OF
AND A NON-EXECUTIVE DIRECTOR

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY: TRANSPORT PLANNING

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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

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:

- herby 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			

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)
ATTACHED			

JECHT
01 08 2017
Date

Print name:
On behalf of the tenderer (duly authorised)

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 TENDERS

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY: TRANSPORT PLANNING

CONTRACT NO. 3850/2016/17

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 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
ATTACHED				

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TRANSPORT AND URBAN DEVELOPMENT AUTHORITY: TRANSPORT PLANNING

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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

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 5 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)
ATTACHED			

SIGNED ON BEHALF OF TENDERER

Schedule 10i Track Record (SMEC)		Civil Engineering Works	
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF PROJECT	EMPLOYER (include contact details)	DATE COMPLETED
C1591 - Phase 2A IRT West	R1,162,000,000 (fees: R100 000 000)		Ongoing
C1655 - City of Cape Town Traffic Engineering	R 3,200,000.00		Ongoing
C1412: Construction of Nomzamo Public Transport Facility, including civil and building works	R 11,700,000.00		Ongoing
C919 - Rehabilitation of MR177 between Blackheath and Stellenbosch	R 94,000,000.00		Ongoing
C707 - Safety Improvements to Wingfield, Montevista and Bosmansdam Interchanges	R 38,000,000.00		12-Dec-12
T/MG/022/2012 - Improvements to Pacalisdorp Interchange and new Pedestrian Bridge including Arterial Upgrades	R 82,000,000.00		Ongoing
Rehabilitation of National Route Section 1 from Koelenhof Interchange to Huguenot Toll Plaza	R 223,000,000.00		Mar-10
Improvement of National Route 7 Section 3 from Citrusdal Intersection to Cedarberg Intersection	R 350,000,000.00		Ongoing
Extension of 3rd lane on TR09/1 west of Durban Road Interchange to NR0101	R 190,000,000.00		Ongoing
Main Road 172 Helshoogte to Boschendal - Reconstruction of 6km of rural road through towns of Johannesburg and Pretoria including NMT lanes	R 72,000,000.00		2011
TR9/1 (R1) Street Lighting - Concept, Design and Construction Supervision of street lighting along TR9/1 from Koeberg Interchange and Old	R 90,000,000.00		2012
Upgrade of Wingfield Interchange, Upgrade bridges on N1 & R7	R 1,070,000,000.00		Ongoing
Road Lighting of Ekurhuleni Integrated Rapid Public Transport Network - Phase 1A, 20 Km (Gauteng, South Africa)	R 200,000,000.00		Ongoing
Road Lighting of City of Tshwane Bus Rapid Transport Route Line 2B, 5 Km (Gauteng, South Africa)	R 90,000,000.00		ongoing
Road lighting of Rapid Route Transit System (RRT) - Phase 1 (Rustenburg/North West Province, South Africa)	R 10,000,000.00		Apr-14
Newclare Underpass Lighting (City/Gauteng Province, South Africa) (2011-2012)	R 1,000,000.00		2012
Electrical Reticulation and Lighting of Bullengrapt Pedestrian Bridge (Cape Town, South Africa)	R 1,000,000.00		2010
Road Lighting of Bus Rapid Transit Route (BRT) Section 3: Along Commando Road Between Main Reef Road and Portland Road (±3,780km)	R 13,000,000.00		2008

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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
TRANSPORT ENGINEER/TECHNOLOGIST OR PLANNER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION No.	NO. OF YEARS SPECIFIED EXPERIENCE
PROFESSIONAL ARCHITECT				
NAME	JOB TITLE	QUALIFICATIONS	SACAP REGISTRATION No.	NO. OF YEARS SPECIFIED EXPERIENCE
PROFESSIONAL LANDSCAPE ARCHITECT				
NAME	JOB TITLE	QUALIFICATIONS	SACLAP REGISTRATION No.	NO. OF YEARS SPECIFIED EXPERIENCE
PROFESSIONAL STRUCTURAL ENGINEER / TECHNOLOGIST				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION No.	NO. OF YEARS SPECIFIED EXPERIENCE

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PROFESSIONAL TRAFFIC ENGINEER / TECHNOLOGIST				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE

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Schedule 9 cont.

REGISTERED ELECTRICAL ENGINEER / TECHNOLOGIST				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
REGISTERED MECHANICAL ENGINEER/TECHNOLOGIST				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
SENIOR GEOMETRIC ENGINEER/TECHNOLOGIST				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
QUANTITY SURVEYOR				
NAME	JOB TITLE	QUALIFICATIONS	SACOSP REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
URBAN DESIGNER				
NAME	JOB TITLE	QUALIFICATIONS	UDISA REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE
SENIOR TOWN PLANNER				
NAME	JOB TITLE	QUALIFICATIONS	SACP/TP REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE

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LAND SURVEYOR				
NAME	JOB TITLE	QUALIFICATIONS	SACC REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE

ENVIRONMENTAL ASSESSMENT PRACTITIONER				
NAME	JOB TITLE	QUALIFICATIONS	EAP/ EAPASA REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE

PUBLIC PARTICIPATION SPECIALIST				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE

ECONOMIC AND SOCIAL DEVELOPMENT SPECIALIST				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE

OCCUPATIONAL HEALTH AND SAFETY OFFICER				
NAME	JOB TITLE	QUALIFICATIONS	SAIOSH REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE

HERITAGE PROFESSIONAL				
NAME	JOB TITLE	QUALIFICATIONS	APHP REGISTRATION No.	No. OF YEARS SPECIFIED EXPERIENCE

SIGNED ON BEHALF OF TENDERER

SCHEDULE 11: KEY PERSONNEL

PROJECT MANAGER/PROJECT ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Technical Specialist	BSc Civil Engineering		44

TRANSPORT ENGINEER/TECHNOLOGIST OR PLANNER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Function Manager Roads and Highways	BEng Civil Engineering		20

PROFESSIONAL ARCHITECT				
NAME	JOB TITLE	QUALIFICATIONS	SACAP REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Professional Architect	M. Arch Prof		9

PROFESSIONAL LANDSCAPE ARCHITECT				
NAME	JOB TITLE	QUALIFICATIONS	SACLAP REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Professional Landscape Architect	Bachelor of Landscape Architecture		16

PROFESSIONAL STRUCTURAL ENGINEER/TECHNOLOGIST				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Technical Principal	BEng Civil Engineering		20

PROFESSIONAL TRAFFIC ENGINEER/TECHNOLOGIST				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Business Development Manager and Traffic Section Manager	MEng specialising in Transport Engineering		19

REGISTERED ELECTRICAL ENGINEER/TECHNOLOGIST

NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Senior Professional Electrical Technologist	BTech Electrical Engineering		12

REGISTERED MECHANICAL ENGINEER/TECHNOLOGIST

NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Mechanical Engineer	BSc Elec-Mech Eng		12

SENIOR GEOMETRIC ENGINEER/TECHNOLOGIST

NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Section Manager: Roads and Highways	BEng Civil Engineering		16

QUANTITY SURVEYOR

NAME	JOB TITLE	QUALIFICATIONS	SACQSP REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Quantity Surveyor	B.Sc Quantity Surveying		8

URBAN DESIGNER

NAME	JOB TITLE	QUALIFICATIONS	UDISA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Urban Designer	MA Urban Design		17

SENIOR TOWN PLANNER

NAME	JOB TITLE	QUALIFICATIONS	SACPlan REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Senior Town Planner	MCRP and MCPUD		30

LAND SURVEYOR

NAME	JOB TITLE	QUALIFICATIONS	SAGC REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Spatial Scientist	BSc. Geomatics		13

ENVIRONMENTAL ASSESSMENT PRACTITIONER				
NAME	JOB TITLE	QUALIFICATIONS	EAP/EAPASA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Environmental Assessment Practitioner	MPhil Environmental Management	N/A	22

PUBLIC PARTICIPATION SPECIALIST				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Environmental Assessment Practitioner	MPhil Environmental Management	N/A	22

ECONOMIC AND SOCIAL DEVELOPMENT SPECIALIST				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Economic Specialist	PhD Corporate Finance	N/A	22

OCCUPATIONAL HEALTH AND SAFETY OFFICER				
NAME	JOB TITLE	QUALIFICATIONS	SAIOSH REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Health and Safety Agent	Certificate in Safety Management		11

HERITAGE PROFESSIONAL				
NAME	JOB TITLE	QUALIFICATIONS	APHP REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Heritage Specialist	MPhil in Environmental Science, BArch		17

UNIVERSAL DESIGN SPECIALIST				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Universal Design Consultant	MSc Accessibility and Inclusive Design		18

