

TENDER NO. 41C/2017/18



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

SCM - 515

Approved by Branch Manager: 10/04/2017

Version: 2

Page 1 of 144

CONTRACT DOCUMENT

FOR THE

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

(RETURNABLE DOCUMENT)

NOTE:

- The Form of Offer and Acceptance (C1.1) is on page 75 of this document (see also Clause F.2.1.4.1 Responsive tenders on page 7).
- Table 1: Tender Preference Claim (B-BBEE contribution) is on page 70 of this document.

ISSUED BY:

DIRECTOR: HUMAN
SETTLEMENTS IMPLEMENTATION,
TRANSPORT AND URBAN
DEVELOPMENT AUTHORITY (TDA)
CITY OF CAPE TOWN
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

For official use:

TENDER SERIAL No.:

SIGNATURES OF CITY OFFICIALS
AT TEND:

1.

2.

3.

AUGUST 2017

NAME OF TENDERING
ENTITY

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

General Tender Information

TENDER ADVERTISED	:	11 August 2017
CLARIFICATION MEETING	:	10h00 on 22 August 2017 (Not compulsory but strongly recommended)
VENUE FOR CLARIFICATION MEETING	:	Offices of the City of Cape Town, Mayors Parlour, Block A, 1 Bridle Way, Royal Ascot, Milnerton
CLOSING DATE	:	11 September 2017
CLOSING TIME	:	10h00
CLOSING VENUE	:	Tender Box 176 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 onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.

CITY OF CAPE TOWN

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Contents			
Number	Heading	Colour	Page No
The Tender			
Part T1: Tendering procedures			
T1.1	Tender Notice and Invitation to Tender	White	2 to 37
T1.2	Tender Data	Pink	4 to 35
Part T2: Returnable documents			36
T2.1	List of Returnable Documents	Yellow	37
T2.2	Returnable Schedules	Yellow	38 to 71
The Contract			72
Part C1: Agreements and Contract Data			72
C1.1	Form of Offer and Acceptance	Cream	73 to 78
C1.2	Contract Data	Cream	79 to 87
C1.3	Occupational Health and Safety Agreement	White	88 to 89
Part C2: Pricing data			90
C2.1	Pricing Assumptions	Cream	91 to 96
C2.2	Activity Schedule	Cream	97 to 100
Part C3: Scope of Work			101
C3.1	Scope of Work	Blue	102 to 130
C3.2	Annexes	Blue	131 to 142
Part C4: Site information			143
C4.1	Site Information	Green	144

ii

Part T1: Tendering procedures

	Pages
T1.1 Tender Notice and Invitation to Tender.....	2-3
T1.2 Tender Data.....	4 – 36

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

T1.1 Tender Notice and Invitation to Tender

The CITY OF CAPE TOWN, Director: Human Settlements Implementation, invites tenders for Tender No. 41C/2017/18: APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

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

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

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

The physical address for collection of tender documents is:

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

Documents may be collected during working hours between 08:30 – 15:00 from **11 August 2017**.

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

Queries relating to any issues in these documents may be addressed to M. [redacted], Tel No. [redacted] e-mail: [redacted].

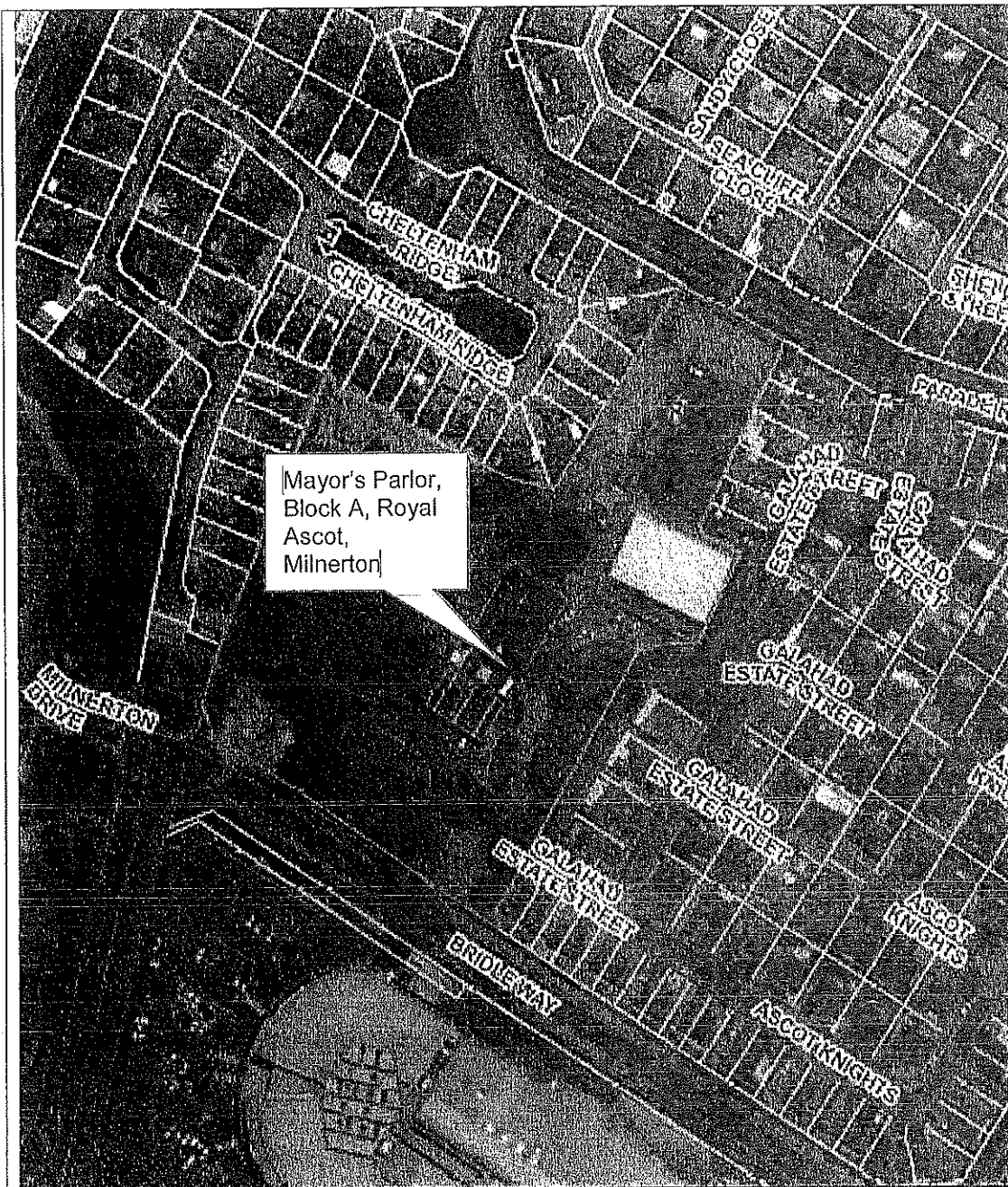
A non-compulsory but strongly recommended clarification meeting with representatives of the Employer will be held on **22 August 2017 at 10h00** at the offices of the City of Cape Town, Royal Ascot, Block A, Mayor's Parlour, 1 Bridle Way, Milnerton

The closing time for receipt of tenders is **10h00 on 11 September 2017**.

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

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

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



CITY OF CAPE TOWN
TDA: HUMAN SETTLEMENTS IMPLEMENTATION |
CONTRACT NO. 41C/2017/18
APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING
TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING
SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

LOCALITY PLAN – CLARIFICATION MEETING VENUE

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

T1.2 Tender Data

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

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

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

Clause number	Tender Data
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F.1	General
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F.1.1	Actions
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F.1.1.1	<i>Add the following:</i>
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The Employer is the City of Cape Town, represented by the **Director: TDA - Human Settlements Implementation**.

F.1.1.2	<i>Add the following clauses after the first paragraph:</i>
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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
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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 1015) as published by the Construction Industry Development Board. Tenderers must obtain copies at their own cost from the Construction Industry Development Board Pretoria, Tel. (012) 343 7136 or (012) 481 9030, Fax: (012) 343 7153, e-mail: cidb@cidb.org.za.

VOLUME 2: The relevant sections as described in the Scope of Services of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015 as gazetted in Government Gazette No. 39480, 4 December 2015.

and

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).

4. The City of Cape Town's Example CIDB document for Civil Contracts and Building Contracts, latest versions, obtainable on request from the Employer

5. The Tender

Part T1: Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable Documents

T2.1 List of returnable documents

T2.2 Returnable schedules

The Contract

Part C1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Occupational Health and Safety Agreement

Part C2: Pricing data

C2.1 Pricing Assumptions

C2.2 Activity Schedule

Part C3: Scope of work

C3.1 Scope of Work

C3.2 Annexes

Part C4: Site information

C4.1 Site information

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

F.1.3
F.1.3.2

Interpretation

Delete the clause and replace with the following:

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

F.1.4

Communication and employer's agent

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

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

(The Employer's agent is:

Name:

Postal address:

Tel:

E-mail: |

F.1.5

Cancellation and Re-Invitation of Tenders

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

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

F.1.6.2

Competitive negotiation procedure

Add the following to F.1.6.2.1:

A competitive negotiation procedure will not be followed.

F.1.6.3

Proposal procedure using the two-stage system

Add the following between F.1.6.3 and F.1.6.3.1:

A two-stage system will not be followed.

Add the following after F.1.6.3.2.2

F.1.6.4

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

F.1.6.4.1

Disputes, objections, complaints and queries

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

Tender

Part T1: Tendering procedures

Reference No. 41C/2017/18

- 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:
- Must be in writing
 - It must set out the reasons for the appeal
 - It must state in which way the Appellant's rights were affected by the decision;
 - It must state the remedy sought; and
 - 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 5963 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: 086 202 9982 or 021 400 5830
Via email at: Access2Info.Act@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), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

F.1.8

National Treasury Web Based Central Supplier Database (CSD) Registration

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

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

Delete the heading Eligibility and Replace with Responsiveness Criteria

F.2.1.1

Delete the clause and replace with the following:

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

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:

- a) Full name of entity submitting tender to be provided;
- b) Identification number or company or other registration number to be provided;
- c) Tax reference number to be provided;
- d) VAT registration number (if any) to be provided;
- e) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed);
- f) A copy of the partnership / joint venture / consortium agreement to be provided;
- g) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- h) A completed **Declaration – Conflict of Interest and Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive (applicable schedules to be completed);
- i) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;
- k) The tenderer's tax matters with SARS are in order;
- l) The tenderer is not an advisor or consultant contracted with the Employer;
- m) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee.
- n) In order to be considered for an appointment in terms of this tender, tenderers must have an office in the Cape Town Municipal area, or within 100km radius from the City of Cape Town CBD, through which all communication with the employer will flow, and where the majority of work in terms of this tender will be carried out. The address of the local office must be indicated on Schedule 1 and 6, Part T2.2: Returnable Schedules, and which will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission

F.2.1.4.2

Key personnel

In order to be declared responsive and unless indicated below, the Principal Agent/Team Leader (**The Tenderer**) must assemble a professional team of individual consultants of which certain members as noted below, do not form part of the tenderer's company, to undertake the work as specified for each key personnel as listed below. A signed undertaking from each consultant/firm having the required personnel would be required, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement. Such undertaking must be attached to the schedule titled **Key Personnel**, Part T2.2: Returnable Schedules.

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

- a) A **Principal Agent/Team Leader (The Tenderer)** with at least a bachelor's degree qualification in the built environment and at least 8 (eight) years verifiable post graduate experience in the management of planning, design and construction monitoring services for Government Subsidised Housing Developments. The Principal Agent/Team Leader will assume full contractual responsibility with the employer and full responsibility for the professional team and all the services carried out in terms of this tender, which is primarily

assembling, managing and driving the professional team. The Principal Agent/Team Leader must be a member of a SACPCMP or ECSA and must provide current proof in this regard.

- b) An ECSA registered **Professional Civil Engineer/Technologist** with at least 5 (five) years verifiable post graduate experience in the planning, design and construction monitoring of subsidised housing developments and who will be responsible for all civil infrastructure work carried out in terms of this tender. (Note: Cannot be employed by the Tenderer)
- c) An ECSA registered **Professional Structural Engineer** with at least 5 (five) years verifiable post graduate experience in the planning, design and construction monitoring of subsidised housing developments and who will be responsible for all structural work carried out in terms of this tender (Note: Can be employed by the Tenderer)
- d) An ECSA registered **Professional Geotechnical Engineer** with at least 5 (five) years verifiable post graduate experience in undertaking geotechnical engineering work relating to subsidised housing developments and who will be responsible for geotechnical work required in terms of this tender. (Note: Can be employed by the Tenderer)
- e) An ECSA registered **Professional Transport/Traffic Engineer** with at least 5 (five) years verifiable post graduate experience in undertaking Traffic Impact Assessment work relating to subsidised housing developments and who will be responsible for Traffic/Transportation work required in terms of this tender. (Note: Can be employed by the Tenderer)
- f) An ECSA registered **Professional Electrical Engineer** with at least 5 (five) years verifiable post graduate experience in the planning, design and construction monitoring of subsidised housing developments and who will be responsible for all electrical infrastructure work carried out in terms of this tender. (Note: Cannot be employed by the Tenderer)
- g) A **Clerk of Works (Civil)** with at least 5 (five) years verifiable experience in construction site monitoring relating to the construction of subsidised residential civil engineering infrastructure and who will be responsible for all on-site construction activities, including quality assurance, in terms of this tender. (Note: Can be employed by the Tenderer)
- h) A **Clerk of Works (Topstructures)** with at least 5 (five) years verifiable experience in construction site monitoring relating to the construction of subsidised housing developments and who will be responsible for all on-site construction activities, including quality assurance, in terms of this tender. (Note: Can be employed by the Tenderer)
- i) A registered **Health & Safety Officer/Specialist** with at least 5 (five) years verifiable experience in housing developments, who will be responsible for all health & safety planning and assurance work carried out in terms of this tender. Proof of application submitted to the relevant official bodies and/or SACPCMP registration is requested. (Note: Cannot be employed by the Tenderer)
- j) An **Environmental Control Officer** with at least 5 (five) years verifiable experience in housing developments, who will be responsible for all environmental control work carried out in terms of this tender. (Note: Can be employed by the Tenderer)
- k) A SACPLAN registered **Town Planner** with at least 5 (five) years verifiable post graduate experience in town planning practice for subsidised housing developments and who will be responsible for all town planning work carried out in terms of this tender. (Note: Cannot be employed by the Tenderer)
- l) A SACAP and UDISA registered **Urban Designer/Architect** with at least 5 (five) years verifiable post graduate experience in town planning practice for subsidised housing developments and who will be responsible for all urban design work carried out in terms of this tender. The Urban Designer/Architect will ensure that the designs comply with current urban planning design guidelines. (Note: Cannot be employed by the Tenderer)
- m) A SACLAP registered **Landscape Architect** with at least 5 (five) years verifiable post graduate experience in housing developments and who will be responsible, for all such work carried out in terms of this tender. (Note: Can be employed by the Tenderer)
- n) An **Environmental Assessment Practitioner** with the necessary qualification, who is certified with the Environmental Assessment Practitioners of South Africa (EAPSA), or the South African Council for Natural Scientific Professions (SACNASP) and has at least five (5) years verifiable post graduate experience in environmental impact assessments and who

assembling, managing and driving the professional team. The Principal Agent/Team Leader must be a member of a SACPCMP or ECSA and must provide current proof in this regard.

- b) An ECSA registered **Professional Civil Engineer/Technologist** with at least 5 (five) years verifiable post graduate experience in the planning, design and construction monitoring of subsidised housing developments and who will be responsible for all civil infrastructure work carried out in terms of this tender. (Note: Cannot be employed by the Tenderer)
- c) An ECSA registered **Professional Structural Engineer** with at least 5 (five) years verifiable post graduate experience in the planning, design and construction monitoring of subsidised housing developments and who will be responsible for all structural work carried out in terms of this tender (Note: Can be employed by the Tenderer)
- d) An ECSA registered **Professional Geotechnical Engineer** with at least 5 (five) years verifiable post graduate experience in undertaking geotechnical engineering work relating to subsidised housing developments and who will be responsible for geotechnical work required in terms of this tender. (Note: Can be employed by the Tenderer)
- e) An ECSA registered **Professional Transport/Traffic Engineer** with at least 5 (five) years verifiable post graduate experience in undertaking Traffic Impact Assessment work relating to subsidised housing developments and who will be responsible for Traffic/Transportation work required in terms of this tender. (Note: Can be employed by the Tenderer)
- f) An ECSA registered **Professional Electrical Engineer** with at least 5 (five) years verifiable post graduate experience in the planning, design and construction monitoring of subsidised housing developments and who will be responsible for all electrical infrastructure work carried out in terms of this tender. (Note: Cannot be employed by the Tenderer)
- g) A **Clerk of Works (Civil)** with at least 5 (five) years verifiable experience in construction site monitoring relating to the construction of subsidised residential civil engineering infrastructure and who will be responsible for all on-site construction activities, including quality assurance, in terms of this tender. (Note: Can be employed by the Tenderer)
- h) A **Clerk of Works (Topstructures)** with at least 5 (five) years verifiable experience in construction site monitoring relating to the construction of subsidised housing developments and who will be responsible for all on-site construction activities, including quality assurance, in terms of this tender. (Note: Can be employed by the Tenderer)
- i) A registered **Health & Safety Officer/Specialist** with at least 5 (five) years verifiable experience in housing developments, who will be responsible for all health & safety planning and assurance work carried out in terms of this tender. Proof of application submitted to the relevant official bodies and/or SACPCMP registration is requested. (Note: Cannot be employed by the Tenderer)
- j) An **Environmental Control Officer** with at least 5 (five) years verifiable experience in housing developments, who will be responsible for all environmental control work carried out in terms of this tender. (Note: Can be employed by the Tenderer)
- k) A SACPLAN registered **Town Planner** with at least 5 (five) years verifiable post graduate experience in town planning practice for subsidised housing developments and who will be responsible for all town planning work carried out in terms of this tender. (Note: Cannot be employed by the Tenderer)
- l) A SACAP registered **Urban Designer/Architect** with at least 5 (five) years verifiable post graduate experience in town planning practice for subsidised housing developments and who will be responsible for all urban design work carried out in terms of this tender. The Urban Designer/Architect will ensure that the designs comply with current urban planning design guidelines. (Note: Cannot be employed by the Tenderer)
- m) A SACLAP registered **Landscape Architect** with at least 5 (five) years verifiable post graduate experience in housing developments and who will be responsible, for all such work carried out in terms of this tender. (Note: Can be employed by the Tenderer)
- n) An **Environmental Assessment Practitioner** with the necessary qualification, who is certified with the Environmental Assessment Practitioners of South Africa (EAPSA), or the South African Council for Natural Scientific Professions (SACNASP) and has at least five (5) years verifiable post graduate experience in environmental impact assessments and who

will be responsible for all such work carried out in terms of this tender. (Note: Cannot be employed by the Tenderer)

- o) A **Heritage Assessment Practitioner** who is preferably registered with APHP – Association for Professional Heritage Practitioners and has at least ten (5) years verifiable post graduate experience in processing heritage impact assessments and who will be responsible for all such work carried out in terms of this tender. (Note: Cannot be employed by the Tenderer)
- p) A registered **Land Surveyor** with at least 5 (five) years verifiable post graduate experience in surveying housing developments and who will be responsible for all such work carried out in terms of this tender, including the uploading of the Approved General Plans to the City's GIS Department. and who will be responsible for all such work carried out in terms of this tender. (Note: Cannot be employed by the Tenderer)
- q) A competent **Beneficiary Administrator** with at least 5 (five) years verifiable experience in subsidised Housing developments, who will be responsible for all Beneficiary Administration services required in terms of this tender. (Note: Cannot be employed by the Tenderer)
- r) A competent **Social Facilitator** with at least 5 (five) years verifiable experience in subsidised housing developments, who will be responsible for all public participation and stakeholder engagement work to be carried out in terms of this tender. (Note: Cannot be employed by the Tenderer)
- s) A registered **Conveyancing Attorney** with at least 5 (five) years verifiable post graduate experience in subsidised housing property registration and transfers who will be responsible for all Conveyancing work carried out in terms of this tender. (Note: Cannot be employed by the Tenderer)

Where required, the professional registration numbers of the key personnel must be indicated on the schedule 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.

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

F.2.1.4.3 **Support resources**

In order to be declared responsive, the tenderer must have access to, and familiarity with, a competent civil and structural analysis software package that is capable of modelling the various elements of the civil and structural engineering services. Details of the software package that will be used must be indicated on the schedule titled **Support Resources**, Part T2.2: Returnable Schedules.]

F.2.1.4.4 **Professional indemnity insurance**

In order to be declared responsive, the tenderer must hold valid Professional Indemnity (PI) Insurance providing cover in an amount of not less than R5 000 000 in respect of each and every claim during the period of insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the Tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be submitted with the tender, appended to the schedule 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 **Company Track record of tenderer**

In order to be declared responsive, the Principal Agent/Team Leader (**The Tenderer**) must have successfully completed at least one Government Subsidised Residential Development within the past 10 years

Where the entity tendering is a joint venture this requirement will apply to the partner that will undertake the project management services.

F.2.1.4.6 **Minimum score for quality**

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

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

Description of Quality Criteria	Maximum possible score	Minimum Score to be achieved
Proposed work plan (approach and methodology)	6	4
Specific experience of key personnel	68	40
Availability/allocation of Resources	6	4
Track record of tenderer (with respect to Government Subsidised Community Residential Developments)	20	12
Maximum possible score	100 points	60 points

The minimum score for quality is 60. Tenderers that fail to achieve the minimum score for quality will be declared as non-responsive.

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to the schedule titled **Certificate of Authority for Joint Ventures**).

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

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

Proposed Work Plan

A proposed work plan, based upon a previous Government Subsidised Housing Project undertaken by the tenderer, must be provided with the tender submission, attached to Schedule 13, Part T2.2: Returnable Schedules, which must be of sufficient detail (but preferably not more than 5 pages in length) to indicate that the project brief was understood. That is, tenderers must show that they appreciated the brief and had good insight as to what actions or activities were required and what challenges had to be overcome (the key issues), and also indicate the approach and methodology that they followed in order to reach the required outcome. Up to 6 score points for this aspect of the tender submission will be awarded, with the applicable values as follows:

PROPOSED WORK PLAN SCORING CHART

Description	Highest Scoring Options		
	Good (3 points)	Fair (2 points)	Poor (1 point)
1. Identification of project brief and key issues pertaining to the execution of the Project	Good (3 points)	Fair (2 points)	Poor (1 point)
2. Approach to/methodology for resolving key issues as mentioned above	Good (3 points)	Fair (2 points)	Poor (1 point)

Item 1 – Good = Understood project brief in terms of what was required, what challenges was expected and what actions were required

Item 2 – Good = Indicated their approach and methodology to achieve the required outcome

Specific experience of key personnel

The key personnel will be awarded up to 68 points for specific experience, which is relevant to this particular project. The overall score for this criterion will be sum of the scores for each of the key personnel, with the applicable values as follows:

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
1. Experience of assigned Principal Tender	No Project Management experience relating to	0

Agent/Team Leader (The Tenderer)	Government Subsidised Housing Developments	
	Successfully completed Project Management Services to 1 Government Subsidised Housing Developments	4
	Successfully completed Project Management Services to 2 or more Government Subsidised Housing Developments	8

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
2. Experience of assigned Civil Engineer/Technologist	No Civil Engineering experience relating to Subsidised Housing Developments	0
	Successfully completed Civil Engineering Services to 1 Subsidised Housing Development.	2
	Successfully completed Civil Engineering Services to 2 or more Subsidised Housing Developments	4

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
3. Experience of assigned Structural Engineer	No Structural Engineering experience relating to Subsidised Housing Developments	0
	Successfully completed Structural Engineering Services to 1 Subsidised Housing Development.	1.5
	Successfully completed Structural Engineering Services to 2 or more Subsidised Housing Developments	3

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
4. Experience of assigned Geotechnical Engineer	No Geotechnical Engineering experience relating to Subsidised Housing Developments	0
	Successfully completed Geotechnical Engineering Services to 1 Subsidised Housing Development	1.5

	Successfully completed Geotechnical Engineering Services to 2 or more Subsidised Housing Developments	3
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Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
5. Experience of assigned Transport/Traffic Engineer	No Transport/Traffic Engineering experience relating to Subsidised Housing Developments	0
	Successfully completed Transport/Traffic Engineering Services to 1 Subsidised Housing Development	1.5
	Successfully completed Transport/Traffic Engineering Services to 2 or more Subsidised Housing Developments	3

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
6. Experience of assigned Electrical Engineer	No Electrical Engineering experience relating to Subsidised Housing Developments	0
	Successfully completed Electrical Engineering Services to 1 Subsidised Housing Development	2
	Successfully completed Electrical Engineering Services to 2 or more Subsidised Housing Developments	4

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
7. Experience of assigned Clerk of Works (Civils)	No Clerk of Works (Civils) experience relating to Subsidised Housing Developments	0
	Successfully completed Clerk of Works Services (Civils) to 1 Subsidised Housing Development	1.5
	Successfully completed Clerk of Works Services (Civils) to 2 or more Subsidised Housing Developments	3

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
8. Experience of assigned Clerk of Works (Topstructures)	No Clerk of Works (Topstructure) experience relating to Subsidised Housing Developments	0
	Successfully completed Clerk of Works Services (Topstructures) to 1 Subsidised Housing	1.5

	Development	
	Successfully completed Clerk of Works Services (Topstructures) to 2 or more Subsidised Housing Developments	3

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
9. Experience of assigned Health and Safety Officer	No Health and Safety Officer experience relating to Housing Developments	0
	Successfully completed Health and Safety Officer Services to 1 Housing Development	1.5
	Successfully completed Health and Safety Officer Services to 2 or more Housing Developments	3

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
10. Experience of assigned Environmental Control Officer	No Environmental Control Officer experience relating to Housing Developments	0
	Successfully completed Environmental Control Officer Services to 1 Housing Development	1.5
	Successfully completed Environmental Control Officer Services to 2 or more Housing Developments	3

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
11. Experience of assigned Town Planner	No Town Planning experience relating to Subsidised Housing Developments	0
	Successfully completed Town Planning Services to 1 Subsidised Housing Development	2
	Successfully completed Town Planning Services to	4

	2 or more Subsidised Housing Developments	
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Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
12. Experience of assigned Urban Designer/ Architect	No Urban Design experience relating to Subsidised Housing Developments	0
	Successfully completed Urban Design Services to 1 Subsidised Housing Development	2
	Successfully completed Urban Design Services to 2 or more Subsidised Housing Developments	4

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
13. Experience of assigned Landscape Architect	No Landscape Architectural Design experience relating to Housing Developments	0
	Successfully completed Landscape Architectural Design Services to 1 Housing Development	1.5
	Successfully completed Landscape Architectural Design Services to 2 or more Housing Developments	3

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
14. Experience of assigned Environmental Assessment Practitioner	No Environmental Assessment experience relating to Urban Developments	0
	Successfully completed Environmental Assessment Services to 1 Urban Development	2
	Successfully completed Environmental Assessment Services to 2 or more Urban Developments	4

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
15. Experience of assigned Heritage Assessment Practitioner	No Heritage Assessment experience relating to Urban Developments	0
	Successfully completed Heritage Assessment Services to 1 Urban Development	1.5
	Successfully completed Heritage Assessment Services to 2 or more Urban Developments	3

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
16. Experience of assigned Land Surveyor	No Land Surveying experience relating to Subsidised Housing Developments	0
	Successfully completed Land Surveying Services to 1 Subsidised Housing Development	1.5
	Successfully completed Land Surveying Services to 2 or more Subsidised Housing Developments	3

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
17. Experience of assigned Beneficiary Administrator	No Beneficiary Administration experience relating to Residential Developments	0
	Successfully completed Beneficiary Administration Services to 1 Subsidised Housing Development	2
	Successfully completed Beneficiary Administration Services to 2 or more Subsidised Housing Developments	4

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
18. Experience of assigned Social Facilitator	No Social Facilitation experience relating to Subsidised Housing Developments	0
	Successfully completed Social Facilitation Services to 1 Subsidised Housing Development	1.5
	Successfully completed Social Facilitation Services to 2 or more Subsidised Housing Developments	3

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
19. Experience of assigned Conveyancer	No Conveyancing experience relating to Subsidised Housing Developments	0
	Successfully completed Conveyancing Services to 1 Subsidised Housing Development	1.5
	Successfully completed Conveyancing Services to 2 or more Subsidised Housing Developments	3

Tenderers must ensure that the Curriculum Vitae provided in respect of the key personnel listed above contain details of all relevant experience, be appended to Schedule 11, Part T2.2: Returnable Schedules.

Availability/allocation of Resources

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

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

HARDWARE AND SOFTWARE COMPLIMENT	
Description	Highest Scoring Option
1. CAD or similar software package	1
2. MS Project software package	1
3. Civil Engineering Design software package	1
4. A4 to A0 Printing hardware package	1
Total possible points	4

b) STAFF COMPLIMENT	
Description	Highest Scoring Option
1. 1 to 2 Support Staff Compliment	2
2. 3 to 4 Support Staff Compliment	3
3. 5 or more Support Staff Compliment	6

Track Record (Government Subsidised Residential Developments)

The Tenderer must list, on Schedule 12, Part T2.2, Returnable Schedules, Residential Developments successfully completed in the local office of the tenderer in the past 10 years. Up to 20 points could be awarded for track record.

COMPANY TRACK RECORD

Description	Highest scoring Option	Score
A list of similar or comparable projects successfully completed by The Tenderer's Company during the last 10 years	No Government Subsidised Housing Developments completed, within the past 10 years	0
	Successfully completed at least 1 Government Subsidised Housing Development	12
	Successfully completed 2 or more Government Subsidised Housing Developments	20

Note: Where the entity tendering is a joint venture a score for track record will be considered to the party undertaking the Principal Agent/Team Leader Services only

NOTE: The Bid Evaluation Committee will evaluate the tender by using a basket to abide by the Preferential Procurement Policy Framework Act in order to calculate the adjudication points. The fee per erf (excluding VAT) submitted by the responsive tenderers will be based upon an average 500 subsidised housing units per project, which will result in a Total Evaluation Basket Sum.

Tenderers must ensure that the Curriculum Vitae provided in respect of the key personnel listed above contain details of all relevant experience, be appended to Schedule 11, Part T2.2: Returnable Schedules.

Availability/allocation of Resources

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

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

HARDWARE AND SOFTWARE COMPLIMENT	
Description	Highest Scoring Option
1. CAD or similar software package	1
2. MS Project software package	1
3. Civil Engineering Design software package	1
4. A4 to A0 Printing hardware package	1
Total possible points	4

b) STAFF COMPLIMENT	
Description	Highest Scoring Option
1. 1 to 2 Support Staff Compliment	2
2. 3 to 4 Support Staff Compliment	3
3. 5 or more Support Staff Compliment	6

Track Record (Government Subsidised Residential Developments)

The Tenderer must list, on Schedule 12, Part T2.2, Returnable Schedules, Residential Developments successfully completed in the local office of the tenderer in the past 10 years. Up to 20 points could be awarded for track record.

COMPANY TRACK RECORD

Description	Highest scoring Option	Score
A list of similar or comparable projects successfully completed by The Tenderer's Company during the last 10 years	No Government Subsidised Housing Developments completed, within the past 10 years	0
	Successfully completed at least 1 Government Subsidised Housing Development	10
	Successfully completed 2 or more Government Subsidised Housing Developments	20

Note: Where the entity tendering is a joint venture a score for track record will be considered to the party undertaking the Principal Agent/Team Leader Services only

NOTE: The Bid Evaluation Committee will evaluate the tender by using a basket to abide by the Preferential Procurement Policy Framework Act in order to calculate the adjudication points. The fee per erf (excluding VAT) submitted by the responsive tenderers will be based upon an average 500 subsidised housing units per project, which will result in a Total Evaluation Basket Sum.

F.2.1.4.6 Pre-qualification criteria for preferential procurement

ADDENDUM 2

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

- a) a tenderer subcontracting a minimum of 30% to:
 - i. an EME or QSE which is at least 51% owned by black people who are youth;
 - ii. an EME or QSE which is at least 51% owned by black people who are women;

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

F.2.1.4.7 Clarification meeting

Tenderers are required to attend a clarification meeting at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information.

F.2.7 Clarification meeting

Add the following after the second sentence:

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

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

F.2.8

Seek Clarification

Add the following after the first sentence:

The tenderer warrants that it has:

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

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

F.2.12

F.2.12.1

Alternative tender offers

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

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

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

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

F.2.12.3

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

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

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

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

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

F.2.13

Submitting a tender offer

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

F.2.13.1

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

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

F.2.13.3

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

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

F.2.13.5

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

Add the following to F.2.13.6:

F.2.13.6

A two-envelope procedure will ~~not~~ be followed.

Add the following sub-clause after F.2.13.9:

F.2.13.10

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

F.2.13.11

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

Delete the clause and replace with the following:

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

Delete the following word in F.2.18.1:

F.2.18.1 notarized

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

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

- 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, 85 of 1993

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

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

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

F.2.23.1 **Evidence of tax compliance**

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 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 practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

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

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

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

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

Add the follow new clause after F.2.23.2

F.2.24 **Proposed Deviations and Qualifications**

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

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

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

F.3 **The Employer's undertakings**

F.3.2 **Issue Addenda**

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

"five working days where possible"

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

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

- F.3.4 Opening of tender submissions**
Add the following to F.3.4.2 at the end of the paragraph:
 The location for opening of the tender offers is the Tender Submission Office at the address as stated on the General Tender Information page.
- F.3.8 Test for responsiveness**
- F.3.8.2** *Delete par F.3.8.2 (c)*
- Replace the final sentence of F.3.8.2 with the following:*
 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the material deviation.
- Add the following after clause F.3.8.2*
- F.3.8.3** 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**
Add the following after clause F.3.9.2
- F.3.9.3** In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.
- The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer in accordance with this clause.
- Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may declare the tender as non-responsive.
- F.3.10 Clarification of a tender offer**
Delete the clause and replace with the following:
- F.3.10** The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.
- F.3.11 Evaluation of tender offers**
Add the following paragraph below the heading:
 [The preference point system applicable to this tender is the 80/20 preference point system.
- F.3.11.3(3)** *Add the following after par F.3.11.3(3):*
- In addition, the following deemed B-BBEE Status Level of Contributor can be attained and such tenderers must be awarded the appropriate number of points:

[In respect of Exempted Micro Enterprises (EMEs):

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

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

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

F.3.11.3(4) *Delete the heading and replace with the following:*

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

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

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

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

Where

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

P_t = Price of tender or offer under consideration; and

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

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

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

F.3.11.7 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.

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

F.3.11.10 Risk Analysis

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

- reasonableness of the financial offer
- 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):

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

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

F.3.16 Notice to unsuccessful tenderers

Replace the heading above with:

Notice to successful and unsuccessful tenderers

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

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

F.3.17

Provide copies of the contract

Add the following after the first sentence:

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

F.3.19

Add the following after F.3.19

F.3.20

Negotiations with preferred tenderers

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

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

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

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

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

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

Annex F (normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 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.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE 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 BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the

Tender

30

T1.2

Part T1: Tendering procedures.

Tender Data

Reference No. 41C/2017/18

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 50 000 000 (all applicable taxes included):

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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.

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

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

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

(4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

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

Decimal places

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

F.3.11.6 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.3.11.7 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.3.11.8 Scoring functionality

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

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 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.

F3.19.4 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.

F.4.11 Contracts having future budgetary implications

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

Part T2: Returnable Documents

	Pages
T2.1 List of Returnable Documents.....	38
T2.2 Returnable Schedules.....	30 – 53

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS |

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|
- 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION|
- 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES|
- 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)
- 5: DECLARATION OF INTEREST – STATE EMPLOYEES (MBD 4)
- 6: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO CC
- 7: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION
- 8: CONFIRMATION OF CCT SUPPLIER DATABASE REGISTRATION|
- 9: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE|
- 10: SCHEDULE OF WORK EXPERIENCE OF TENDERER| |
- 11: KEY STAFF| |
- 12: SCHEDULE OF SUPPORT RESOURCES |
- 13: PROFESSIONAL INDEMNITY INSURANCE|
- 14: FUNCTIONALITY CRITERIA|
- 15: PROPOSED WORK PLAN|
- 16: CONFIRMATION OF TENDERER REGISTRATION / ACCREDITATION | |
- 17: OTHER CRITERIA (Not used)|
- 18: PERSONNEL SCHEDULE (OTHER THAN KEY STAFF) |
- 19: SCHEDULE OF SUBCONTRACTORS|
- 20: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER|
- 21: RECORD OF ADDENDA TO TENDER DOCUMENTS|
- 22: PRICE BASIS FOR IMPORTED PLANT AND MATERIALS| |
- 23: PREFERENCE SCHEDULE (where preferences are granted in respect of B-BBEE contribution) |
- 24: SCHEDULE OF PRE-QUALIFICATION CRITERIA FOR SUB-CONTRACTORS|
- 25: INFORMATION TO BE PROVIDED WITH THE TENDER (Not used) |

2. Other documents required for tender evaluation purposes

- a) Joint Venture Agreement (if applicable) - append to Schedule 3.
- b) Curriculum Vitae of Staff as applicable - append to Schedule 13.
- c) Documentary evidence/proof of Professional Indemnity Insurance - append to Schedule 16.
- d) Any other documentary evidence/proof as required - append to Schedule 12.
- e) 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

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

T2.2 Returnable Schedules

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

SIGNED ON BEHALF OF TENDERER:

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. 41C/2017/18: APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

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

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

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

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

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

Signature

Date

05/09/2017

Name

Position

MEMBER

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

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

Note :

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

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

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

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

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

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

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

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

Signature

Position

Tender

Part T2: Returnable Documents

Reference No. 41C/2017/18

Name of Tenderer/Contractor

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

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

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of tenderer or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder?): MEMBER / SHAREHOLDER

3.4 Company or Close Corporation Registration Number: 6

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.

N/A

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

N/A

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.

N/A

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

N/A

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

Tender

Part T2: Returnable Documents

T2.2

44

Returnable Schedules

Reference No. 41C/2017/18

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.....

N/A

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

3.14.1 If yes, furnish particulars:

N/A

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

Full Name	Identity Number	State Employee Number
NOT APPLICABLE		

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

Signature

Date

05/09/2017

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.

² 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.

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From:

(Name of tenderer)

The tenderer:

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

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

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)

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

05/09/2017

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

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

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

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
	NO HAVE SUBMITTED APPLICATION	* SEE ATTACHED EMAIL

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

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
CATO MANOR MUSEUM	R75m		2017	
INYONI ILDP	R500m		01/60/16	X
GEBELANDS CRU	R200m		2016	X
ST SMITH CRU	R250m		2016	X
JACOBS CRU	R100m		2016	X

SIGNED ON BEHALF OF TENDERER:.....

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 10: SCHEDULE OF WORK EXPERIENCE OF TENDERER (FUNCTIONALITY)

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall indicate on the schedule below all Government Subsidised Housing Projects that have been successfully completed in their local office, in the past 10 years.

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 project management services.

TRACK RECORD			
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED (if applicable)
CATO MANOR GREENFIELDS HOUSING PROJECT 1 280 UNITS	R37m		2004
ULUNDI HOUSING PROJECT 500 UNITS	R10 m		(JA) 2002
INYONI IRDP 3 000 UNITS RDP/FLISP	R500m		ONGOING
HILLARY & UMKHUMBAN SOCIAL HOUSING PROJECT 487 UNITS	R100m		2010
EMPALENI MEGA IRDP 10 000 UNITS RDP, BONDED, FLISP, SOCIAL HOUSING	R1 billion		ONGOING

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

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.

1. PRINCIPAL AGENT/TEAM LEADER (THE TENDERER)				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	PROFESSIONAL CONSTRUCTION PROJECT MANAGER	BSc (ENG) CIVIL MBA	/ /	28
2. CIVIL ENGINEER/TECHNOLOGIST				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
- -	ASSOCIATE	Pr Eng, BSc (Civ Eng) (Hons)	-	24
3. STRUCTURAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
-	✓ TECHNICAL DIRECTOR-STRUCTURES	Pr Eng, C Eng; BSc (Hons) Eng.	-	41
4. GEOTECHNICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	ENGINEERING GEOLOGIST	BSC (GEOL) M.Sc (ENG. GEOL)	- / -	38
5. TRANSPORT/TRAFFIC ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	ASSOCIATE MANAGER TRAFFIC & TRANSPORTATION	Pr Eng, MSc (ENG) CIVIL & TRANSPORTATION		15

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

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.

1. PRINCIPAL AGENT/TEAM LEADER (THE TENDERER)				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

2. CIVIL ENGINEER/TECHNOLOGIST				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

3. STRUCTURAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

4. GEOTECHNICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

5. TRANSPORT/TRAFFIC ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

6. ELECTRICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	SNR ELECTRICAL ENG.	BSC (ENG) ELE		10

7. CLERK OF WORKS (CIVILS)				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	CONSTRUCTION MANAGEMENT RESIDENT ENG.	HND	N/A	36

8. CLERK OF WORKS (TOPSTRUCTURES)				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	STRUCTURAL TECHNICIAN	NATIONAL DIPLOMA	N/A	20

9. HEALTH AND SAFETY OFFICER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	DIRECTOR	A-CHSA, CMIOSH ROSProf		28

10. ENVIRONMENTAL CONTROL OFFICER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	ENVIRONMENTAL SCIENTIST	BSc. CHONS. Pr. Sci Nat		9

11. TOWN PLANNER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Professional PLANNER	SACPLAN B.TECH TOWN & Reg. PLANNING		16

12. URBAN DESIGNER/ARCHITECT				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	DIRECTOR	B.Arch MLCPU		28

13. LANDSCAPE ARCHITECT				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	LANDSCAPE ARCHITECT	SACLAP Masters Landscape Architect - BA Arch		22
14. ENVIRONMENTAL ASSESSMENT PRACTITIONER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	SNR. ENVIRON SCIENTIST	Pr. Sci Nat BSC (HONS)		10
15. HERITAGE ASSESSMENT PRACTITIONER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	managing Associate	B. Arch (UOFS) MPhil UCT		15
16. LAND SURVEYOR				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Surveyor	ND Survey		25
17. BENEFICIARY ADMINISTRATOR				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Project Manager Ben. Administrator	B. Consumer Science (Housing)	N/A	~~22~~ 9
18. SOCIAL FACILITATOR				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	MD	B. Comm Hons BUS. MAN & ADMIN.	N/A	22
19. CONVEYANCER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	ATTORNEY CONVEYANCER	LLB		20

SIGNED ON BEHALF OF TENDERER:

IDA: HUMAN SETTLEMENTS IMPLEMENTATION

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

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

PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM
IN, * SEE ATTACHED.		R 10,000,000

Reference No. 41C/2017/18

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 16: CONFIRMATION OF REGISTRATION / ACCREDITATION

OHSAS 18001

Where an Occupational Health and Safety (OHS) Management System has been approved in terms of OHSAS 18001, state registration certificate number and standard.

Certificate No:

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 17: OTHER CRITERIA

Not applicable to this tender.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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CONTRACT NO. 41C/2017/18

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SCHEDULE 18: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

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

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT (Weeks)
* SEE ATTACHED		SCHEDULE		

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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CONTRACT NO. 41C/2017/18

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SCHEDULE 19: SCHEDULE OF SUB-CONTRACTORS

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

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

SUB-CONTRACTORS		
Sub-contractor's name	Work activities to be undertaken by the Sub-contractor	Estimated value of work (Rand)
* SEE ATTACHED		

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

IDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 20: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSAL

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

IDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 21 : RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.	24/08/2017 NOTICE 1	NOTICE TO TENDERERS NO. 1.
2.	24/08/2017	NOTICE TO TENDERERS NO. 2.
3.	28/08/2017	NOTICE TO TENDERERS NO. 3.
4.	28/08/2017	NOTICE TO TENDERERS NO. 4.
5.	05/09/2017	NOTICE TO TENDERERS NO. 5.
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 22 : PRICE BASIS FOR IMPORTED PLANT AND MATERIALS

Note applicable to this tender

[illegible]

Note:

Note that any Plant and Materials not inserted in this schedule shall be deemed to be manufactured in South Africa for the purposes of Contract Price Adjustment. The BASE DATE referred to in column (B) will be 7 calendar days before tender closing.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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CONTRACT NO. 41C/2017/18

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SCHEDULE 23: PREFERENCE SCHEDULE

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

1 Definitions

The following definitions shall apply to this schedule:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Person: Includes a juristic person.

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

Price: Includes all applicable taxes less unconditional discounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

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

Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;

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

3 Sanctions relating to breaches of preference conditions

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

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

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

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

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

where:

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

P* = Value of the contract

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

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

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

where:

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

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

P* = Value of the contract

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

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

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

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

Table 1: Level of Contribution

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

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

5 Declarations

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

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

N/A

Note:

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

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

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

Date

05/09/2017

For official use

SIGNATURE OF CITY OFFICIALS AT
QUOTATION OPENING

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

CITY OF CAPE TOWN

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS]

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

~~The tenderer shall provide information for the evaluation of their compliance with any sub-contracting pre-qualification criteria set in the tender conditions.~~

[illegible]

A	Price of tender under consideration (Pt) including VAT	R
B	Total value of sub-contracting including VAT	R
	Total sub-contracting percentage ~ (B/A)*100	%
	MINIMUM SUB-CONTRACTING TARGET AS CONJAINED IN CLAUSE F.2.1.4.7	30%

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

SCHEDULE 25: INFORMATION TO BE PROVIDED WITH THE TENDER

Not applicable to this tender

SIGNED ON BEHALF OF TENDERER:

Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance.....	75 – 79
C1.2 Contract Data.....	80 – 88
C1.3 Occupational Health and Safety Agreement.....	89
C1.4 Insurance Broker's Warranty.....	90

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

C1.1 Form of Offer and Acceptance

Offer

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

CONTRACT 41C/2017/18: APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

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

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

The completed Fee per Erf (excluding VAT, as contained in Part C2.2 Pricing Data, shall form the tender offer. These rates shall be multiplied, as applicable, by the quantities required in respect of relevant items to develop individual Works Projects, to be allocated in accordance with the procedures described in Part C1.2 Contract Data in this Contract document.

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

Signature(s)
Name(s)
Capacity *MEMBER*
for the tenderer

(Name of organization/tenderer)

(Address of organization/tenderer)
.....

Name and
signature
of witness

Date *05/09/2017*

For official use			
INITIALS OF CITY		FICIALS AT TENDER	
O		IING	
1.		2.	3.

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature

Name

Capacity

for the
Employer

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

Name and
signature
of witness

Date

30/08/16

Schedule of Deviations

Notes:

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

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

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

For the Tenderer

Signature(s)

Name(s)

Capacity

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

Date

02/10/2018

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)

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

Name and
signature
of witness

Date

30/09/18

Confirmation of Receipt

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

the 2ND (day)
of OCTOBER (month)
20 18 (year)
at CAPE TOWN (place)

For the Service Provider

Signature(s)

Name(s)

Capacity MANAGING MEMBER

Signature and name of witness:

Signature

Name

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

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

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

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

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

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

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

60 months from contract commencement date

A breakdown of this period into the stages below will be discussed and agreed in the Letter of Appointment

Studies, investigations, etc.:

Stage 1: Inception

Stage 2: Concept and Viability

Stage 3: Design and Development

Stage 4: Documentation and Procurement

Stage 5: Construction

Stage 6: Close Out

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

The project is the **APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS**

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

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

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

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

Clause 3.2

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

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is the **Director: TDA: Human Settlements Implementation**.

The address for receipt of communications is:

Telephone:

E-mail:

Postal Address:

Physical Address:

Outward

Clause 3.4.1:

Add the following to the first sentence:

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

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

Clause 3.5:

Add the following:

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

Clause 3.9.2:

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

Clause 3.9.3:

Add the following:

Contract

Part C1: Agreements and Contract Data

Reference No. 41C/2017/18

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

Clause 3.12.1

Add the following:

The penalty amount per day is as follows:

CALCULATION OF PENALTY PER DAY (EXCLUDING VAT) CONTRACT PERIOD		RATE PER R100 OF ESTIMATE	
1	month	27,5	cents
1,5	months	22	cents
2	months	16,5	cents
2,5	months	13,5	cents
3	months	11	cents
3,5	months	9,5	cents
4	months	8,5	cents
4,5	months	7,5	cents
5	months	6,25	cents
6	months	5,75	cents
7	months	4,75	cents
8	months	4	cents
9	months	3,75	cents
10	months	3,5	cents
11	months	3	cents
12	months	2,75	cents
14	months	2,5	cents
15	months	2,25	cents
16	months	2	cents
18	months	1,75	cents
20	months	1,5	cents
21	months	1,5	cents
24	months	1,25	cents
30	months	1	cent
36	months	1	cent
42	months	1	cent

PENALTY PER DAY ROUNDED OFF AS FOLLOWS:

R 0	—	R 500	nearest R 5
R501	—	R 1 000	nearest R 10
R1001	—	R 5 000	nearest R 50
R5001	and above		nearest R 100

EXAMPLE

Estimated contract value = R2 500 000 (excluding VAT)
Contract period = 12 Months
= R2 500 000 x 0.0275/100
= R687.50 per day

PENALTIES ON CONTRACTS IN PHASES

Penalties must be calculated proportionally on the estimated contract value of each phase.

||

Clause 3.15.1:

Add the following:

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

||

Clause 3.16.2:

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

||

Add the following:

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

It is brought to the attention of the tenderer that the estimated duration of a project could be up to 60 months from date of commencement. In addition, the tenderer should note that the rates submitted will be fixed for the duration of the project. However, should the National Human Settlements Department increase the indirect cost for municipal engineering services of a serviced stand and the indirect cost for a Housing Subsidy Quantum, applications for these additional fees will be applied for and if successful, application will be made to increase the tenderers priced fee on a pro rata basis.

Should it become necessary to vary the scope of work or even suspend or terminate this contract, such variation, suspension or termination shall be dealt with in accordance with the provisions of the Standard Professional Services Contract as amended by the Contract Data.

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

Add the following clause after clause 3.16

3.17.1 General

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

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

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

3.17.2 Variations in Rates of Exchange

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

- (a) The Tenderer shall have completed the schedule titled **Price Basis for Imported Plant and Materials** for all imported resources intended to be subject to variations in rates of exchange, subject to the following:
 - i. the value in foreign currency inserted in column (A) shall be subject to Clause 3.17.2 (e) when recalculating the Rand value,
 - ii. the rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, ABSA, on the Base Date, rounded to the second decimal place, subject to sub-paragraph iii. below,
 - iii. if the rate of exchange inserted by the Tenderer differs from the ABSA rate referred to above, then the ABSA rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Pricing Schedule for the relevant items, and
 - iv. if a quotation from a supplier or sub-contractor provides for variations in rates of exchange, the Service Provider may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (b) below.
- (b) The Service Provider (or supplier or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported resources inserted by the Tenderer in the schedule titled **Price Basis for Imported Plant and Materials**.
- (c) When the Service Provider (or supplier or sub-contractor) so obtains forward cover, the Service Provider shall immediately notify the Employer of the rate obtained and furnish the Employer with a copy of the foreign exchange contract note.
- (d) Based on the evidence provided in sub-paragraph (c) above, the value in Rand inserted in column (C) of the schedule titled **Price Basis for Imported Plant and Materials** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in Clause 3.17.5 shall be adjusted accordingly, subject to sub-paragraph (e) below.

- ||
- (e) The adjustments shall be calculated upon the value in foreign currency in the Service Provider's (or supplier's or sub-contractor's) forward cover contract, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled **Price Basis for Imported Plant and Materials**, then the value in column (A) shall be used.

||

3.17.3 Variations in Customs Surcharge and Customs Duty

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

||

3.17.4 Value of Imported resources at Base Date

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

||

3.17.5 Variation in labour and material costs of imported resources

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

||

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

||

Clause 4.7:

Add the following:

Payment of the tendered basic fee for normal services shall be in accordance with Clause 8 in Part C2.1 Pricing Assumptions.

Clause 5.4.1:

Add the following:

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

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

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

Clause 5.4.2

Add the following:

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

Add the following clause after Clause 5.4.2:

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

Clause 5.5:

Add the following:

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

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

Clause 6.4:

Add the following clause after Clause 6.3:

6.4 Conflict of interest

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

Clause 7.1.2

Add the following:

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

Clause 7.2.1:

Add the following:

The Service Provider shall provide appropriate Personnel for such time periods as required and shall enter all data pertaining to Personnel and Key Persons on the Personnel Schedule (comprised of Schedules 11 and 18, Part T2.2 : Returnable Schedules).

Clause 8.1:

Add the following:

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

Clause 8.4.1:

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

Contract

84

C1.2

Part C1: Agreements and Contract Data

Contract Data

Reference No. 41C/2017/18

- f) if the Service Provider has failed to provide the required insurances within the prescribed time;
- g) if the Service Provider has committed a corrupt or fraudulent act during the tender process or the execution of the Contract; or
- h) if the Service Provider has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract;

Clause 8.4.3(c):

Add the following:

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

Clause 8.4.4:

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

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

Clause 9.1:

Add the following:

Copyright of documents prepared for the project, and the patent rights or ownership in any plant, machine, item, system or process designed or devised, shall be vested with the Employer.

Clause 11.1:

Add the following:

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

Clause 12.1.2:

Add the following:

Interim settlement of disputes is to be by mediation

Clause 12.2.1:

Add the following:

In the event that the parties fail to agree on a mediator, the mediator is nominated by the President of the South African Institution of Civil Engineering or any other institute with which both parties are in agreement.

Clause 12.2.4:

Add the following:

Final settlement is by litigation.

Clause 12.3.3:

In the event that the parties fail to agree on an adjudicator, the adjudicator is nominated by the President of the South African Institution of Civil Engineering or any other institute with which both parties are in agreement

Clause 13.1:

Add the following clause after Clause 13.1.3:

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

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

Clause 13.4:

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

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

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

Clause 13.7.3:

Add the following clause after Clause 13.7.2:

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

Clause 14.5:

Add the following new clause after Clauses 14.4:

Clause 14.5: Tax Invoices

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

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

Clause 14.6: More frequent payments

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

Clause 15:

Add the following:

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

Part 2: Data provided by the Service Provider

The Service Provider is:

Postal Address:

Physical Address:

Telephone:

Facsimile:

Email:

The authorised and designated representative of the Service Provider is:

Name:

The address for receipt of communication is:

Address:

Telephone:

Facsimile:

Email:.....

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

C1.3 Occupational Health and Safety Agreement

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

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

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

I, ..., representing

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

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

COLD ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at DURBAN on the 5TH day of SEPTEMBER 2017

Witness

Signed at CIT on the 30 day of SEP 2017

Mandatory

20 18

Witness

.....
I, ... on behalf of
City of Cape Town

CITY OF CAPE TOWN

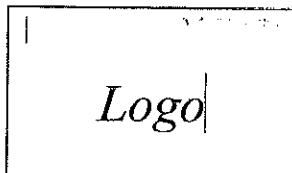
TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

C1.4 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

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

Dear Sir

CONTRACT NO.: 41C/2017/18

CONTRACT TITLE: APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

NAME OF CONTRACTOR: _____

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

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

Yours faithfully

Signed: _____

For: _____

Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions.....	90 – 97
C2.2 Activity Schedule.....	98 – 101

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

C2.1 Pricing Assumptions

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

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.
2. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Percentage Fee:	The agreed fee for a service, the extent of which is described in the Scope of Work, expressed as a percentage of a construction contract value or part thereof.
3. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. If a nil rate (i.e. "nil" or "0.00") is entered against an item, it will be considered that there is no charge for that particular item. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.**
4. The rates in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, printing, travelling and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. The rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
5. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. Only one rate per item may be tendered. A percentage fee tendered on a sliding scale will make the tender non-responsive.
6. Where the estimated construction value is broken up into component parts for the purposes of determining fees in respect of different disciplines, the "make-up" of each component is described in the Scope of Work.
7. The following tables shall be used for proportioning the tendered fee for each discipline, over the various stages of the services:

Principal Agent/Lead consultant (The Tenderer): Stage of Services	Percentage points for each stage
Conditional Project Funding Approval	5
Completion of pre-planning studies (eg Geotechnical, EIA, TIA, etc)	5
Establishment of Housing Project Steering Committee	5
USDG Project Funding Approval (N6)	5
Approval of Civil Engineering Design	5

Project Enrolment with the NHBRC	5
Civil Tender approval by City	5
Civil Contractor on site	5
Civil works 50% complete	5
Civil services completion certificate	5
Approval of General Plan	5
Civil works 100% complete	5
Civils Works Completion Certificate	5
Topstructure Tender approval by City	5
Home Enrolment with NHBRC	5
Topstructure Contractor on site	5
Topstructures 50% complete	5
Topstructures 100% completed	5
Beneficiary Administration 100% complete	5
Topstructures Works Completion Certificate	5
Total	100

Civil Engineer: Stage of Services	Percentage points for each stage
Preliminary design	10
Approval of final design	25
Tender documentation & tender process	20
Construction site monitoring	30
Completion certificates	5
Final completion certificate and hand-over	5
Submission of As-built drawings	5
Total	100

Structural Engineer: Stage of Services	Percentage points for each stage
Preliminary design	10
Approval of final design	25
Tender documentation & tender process	20
Construction site monitoring	30
Submission of B1 and D1 forms as required by NHBRC	5
Final completion certificates	5
Submission of As-built drawings	5
Total	100

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

Transport Engineer: Stage of Services	Percentage points for each stage
Environmental Pre-feasibility Scanning Report to identify risks	20
Environmental Scoping Report	20
Traffic Impact Study	20
Traffic Management Plan	20
Record of Decision	15
Final Approval	5
Total	100

Electrical Engineer: Stage of Services	Percentage points for each stage
Preliminary design	10
Approval of final design	25
Tender documentation & tender process	20
Construction site supervision	30

Completion certificates	5
Final completion certificate and hand-over	5
Submission of As-built drawings	5
Total	100

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

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

Health & Safety Officer: Civil and Topstructure	Percentage points for each stage
Stage of Services	
Risk assessment	5
Completion of Occupational Health & Safety Plan	20
Site inspections and monitoring	25
Auditing, reporting and meetings	20
Civils Construction Completed	10
Topstructures Completed	10
Completion of site closure checklist	10
Total	100

Environmental Control Officer: Civil and Topstructure	Percentage points for each stage
Stage of Services	
Establishment of Civils and Topstructure contractor on site	10
Construction monitoring	40
Auditing, reporting and meetings	20
Civils Construction Completed	10
Topstructures Completed	10
Completion of site closure checklist	10
Total	100

Town Planner:	Percentage points for each stage
Stage of Services	
Draft Framework plan	5
Submission of Framework plan	10
Submission of Land Use Application to Town Planning for approval	30
Completion of public participation process	20
Approval of Land Use Application	25
Approval of General Plan	10
Total	100

Urban Designer/Architect: Stage of Services	Percentage points for each stage.
Draft Framework plan	5
Submission of framework plan and supporting documentation	10
Submission of Land Use Application to Town Planning for approval	10
Completion of public participation process	10
Completion of Public Participation process including 6 workshops with Housing Project Steering Committee	10
Orientation, consultation and conceptualization of house typologies and costing	15
Completion and approval of Site development plans	15
Submission and approval of House Plans at PBDM	25
Total	100

Landscape Architect: Stage of Services	Percentage points for each stage
Draft Framework plan	5
Submission of framework plan and supporting documentation	10
Submission of Land Use Application to Town Planning for approval	10
Completion of public participation process	10
Completion of Public Participation process including 6 workshops with Housing Project Steering Committee	10
Orientation, consultation and conceptualization of landscaping and costing	15
Completion and in-principal approval of Site development plans	15
Submission and Approval of Land Use Application	25
Total	100

Environmental Assessment Practitioner: Stage of Services	Percentage points for each stage
Environmental Pre-feasibility Scanning Report to identify risks	20
Environmental Scoping Report	20
Environmental Impact Study	20
Environmental Management Plan	20
Record of Decision	15
Final Approval	5
Total	100

Heritage Assessment Practitioner: Stage of Services	Percentage points for each stage
Notice of Intention to developed	20
Heritage Impact Assessment Study	40
Representation at Heritage Western Cape	20
Final Approval	20
Total	100

Land Surveyor: Stage of Services	Percentage points for each stage
SG & Deed searches, topographical survey & control points	20
Supply Provisional General Plans	20
Approval of Final General Plans	20
Setting out of block corners, Erf. beacons, etc.	40
Total	100

Beneficiary Administrator Stage of Services	Percentage points for each stage
Beneficiary Identification	10
Submission to allocation committee	10
Submission of subsidy application forms	10
HSS Subsidy report	20

Completion Deed of sales and services application forms	30
Handover of service sites / houses to beneficiaries	20
Total	100

Social Facilitator Stage of Services	Percentage points for each stage
Beneficiary Identification	20
Submission to allocation Project Steering committee	20
Submission to allocation committee	20
Communication of beneficiaries to the communities	20
Handover of service sites / houses to beneficiaries	20
Total	100

Conveyancing Attorney: Stage of Services	Percentage points for each stage
Orientation, Deed Searches, Title Restrictions, Consolidations, etc.	20
Submit Deed of Sale documents at Deeds Office	40
Receive Title Deeds from Deeds Office	40
Reconciliation and Final Report	10
Total	100

8. All other rates or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract. However, should confirmation be received that the subsidy quantum was increased and implemented by the relevant authority, any approved increase will be passed on to the consultants on a pro rata basis, for work still outstanding.
 9. Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or | Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.
 10. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees and all drafts shall be for the Service Provider's account.
 11. Tenderers are to note that the planning for this contract is based on a three-year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
 11. All charges in respect of attendance at meetings (Clause 14, Part C3.1 Scope of Work) and the provision of secretarial services, shall be included in the tendered basic fee for normal services (Item No. 1.1 of the Activity Schedule).
 12. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
 13. Clause F.2.13.11 in Part T1.2 Tender Data shall be applicable to the submission of Activity Schedules which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Activity Schedules.
- If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Activity Schedule, then the printed Activity Schedule shall take these into account.

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

14. For any variations in rates of exchange, which shall be for the Employer's account in accordance with Clause 3.17 of the Contract Specific Data in Part C1.2 Contract Data, the Tenderer is specifically referred to the Contractor's obligation to take out **forward cover**. The schedule titled **Price Basis for Imported Plant and Materials** is attached hereto and must be completed by the Tenderer, if applicable, in conjunction with pricing the relevant items in the Activity Schedules.
15. While it is entirely at the tenderer's discretion as regards to the Bill of Quantities below, the 2014/15 Housing Subsidy Quantum as released by the Western Cape Provincial Government and the Guideline Scope of Tariff of Fees from the National Department of Human Settlements detailing a cost breakdown for Subsidy Housing Policy Framework and Programme Guidelines, is a guiding document that will give tenderers some idea of the maximum portion of the subsidy quantum allowed against which they may compare their rates, sums, percentage fees and/or prices as applicable. For ease of reference the table below reflect the current maximum professional fees provided for a serviced stand as well as a 40 square metre dwelling

PROFESSIONAL FEE BREAKDOWN OF MUNICIPAL ENGINEERING SERVICES FOR A SERVICED RESIDENTIAL STAND (Excl. VAT)	
Item	Cost
Safety Inspector	R 96.00
Environmental Control Officer	R 96.00
Environmental Assessment Practitioner	R 500.00
Traffic/Transport Engineer	R 98.00
Urban Designer Architect	R 300.00
Project Management	R 1 505.00
Geotechnical Engineer	R 105.00
Land Surveyor	R 395.00
Town Planner	R 368.20
Civil Engineer	R 2 256.17
Clerk of Works Civil	R 480.00
Social Facilitation	R 316.41
Legal Fees	R 40.00
Total Subsidy Quantum	R 6 556.28

PROFESSIONAL FEE BREAKDOWN FOR A STANDARD 40 SQUARE METRE DWELLING (Excl. VAT)	
Item	Cost
Project Manager	R 3 604.00
Clerk of Works	R 3 089.00
Beneficiary Administration	R 300.00
Total Subsidy Quantum	R 6 993.00

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

C2.2 Activity Schedule

The Employer's objective of this tender is to obtain the services of four (4) teams of professional consultants, consisting of the key personnel as listed above. Each team will be appointed for a period of 5 years to one of the four regional areas as shown in the map in Annexes 4 below. As it is the intention of the Employer to develop a multitude of projects simultaneously over this period, the Employer has taken cognisance of the fact that a single team of Consultants will not be able to manage all the projects, in one region over this period.

Therefore, it is to be noted that although one team of consultants will be appointed to one region, the Employer reserves the right to appoint any of the four successful tenderers to any of the four regions, should circumstances so require.

METHOD OF AWARD

Based upon the fee per erf and the tendered percentage for bulk services submitted below, the Employer will be awarding the four regions amongst the four highest ranking tenderers. The ranking will be based upon Price and Preference of all responsive Tenderers, as follows:

- The highest ranked tenderer will be awarded the region with the most number of estimated subsidised housing units
- The 2nd highest ranked tenderer will be awarded the region with the second most number of estimated subsidised housing units
- The 3rd highest ranked tenderer will be awarded the region with the third most number of estimated subsidised housing units
- The 4th highest ranked tenderer will be awarded the region with the fourth most number of estimated subsidised housing units

Thereafter, should any of the four service providers be unable to complete their current work, or undertake any new work in their regional area, the 3 other service providers will be individually approached by the Employer and in order of their ranking, negotiate the new project based upon the same terms and conditions as this tender.

NOTE:

It is brought to the attention of the tenderer that the fee per erf inserted below will be fixed for the duration of the projects, which are not expected to exceed 5 financial years. The final agreed fee would be based upon the number of subsidised houses realised on each project, for which the tenderer was appointed.

In addition to Basic and Normal Services required, the fee per erf submitted below must include for all required Additional Services, Recoverable Expenses and any Support Staff.

Where a zero (0) amount is inserted, or where the space is blank for any services required below, the Employer will deem that the tenderer has allowed for this item elsewhere in the schedule.

Tenderers are to note that the possibility exist that not all key personnel listed in the Activity Schedule below, or no bulk services would be required for any of the projects. Therefore, a Letter of Appointment will be issued to the appointed Consultant for each project, based upon the requirements of the project. A 10% contingency will be added by the Employer to the agreed fees and stated in the Letter of Appointment.

Taking cognisance of all of the above, Tenderers are required to complete the Activity Schedule below which, for evaluation purposes, is to be based upon a single residential erf, on a project with an average of 500 erven:

ITEM 1.

PROFESSIONAL FEES SUBMITTED AS A FEE PER ERF FOR THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES FOR SUBSIDISED HOUSING DEVELOPMENTS (as per specification)

Item	Service Required	Fee per Erf (Excl VAT)
1.1	Principal Agent/Team Leader (The Tenderer)	R 1500.00
1.2	Civil Engineer/Technologist	R 762.00
1.3	Structural Engineer	R 800.00
1.4	Geotechnical Engineer	R 105.00
1.5	Transport/Traffic Engineer	R 178.00
1.6	Electrical Engineer	R 600.00
1.7	Clerk of Works (Civils)	R 600.00
1.8	Clerk of Works (Topstructures)	R 1520.00
1.9	Health and Safety Officer	R 96.00
1.10	Environmental Control Officer	R 98.00
1.11	Town Planner	R 368.20
1.12	Urban Designer/Architect	R 300.00
1.13	Landscape Architect	R 180.00
1.14	Environmental Assessment Practitioner	R 495.00
1.15	Heritage Assessment Practitioner	R 30.00
1.16	Land Surveyor	R 395.00
1.17	Beneficiary Administrator	R 285.00
1.18	Social Facilitator	R 300.00
1.19	Conveyancer	R 625.00
1.20	Total Fee Per Erf (Items 1.1 – 1.19 above) excluding VAT	R 8499.00

ITEM 2.

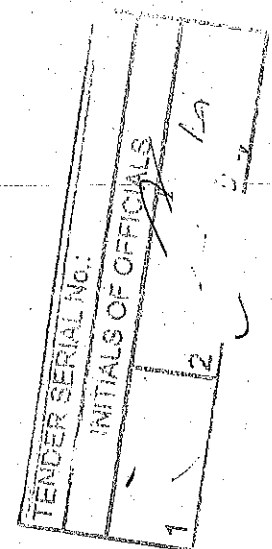
PROFESSIONAL FEES SUBMITTED AS A PERCENTAGE OF THE CONSTRUCTION COST FOR THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES FOR BULK INFRASTRUCTURE SERVICES REQUIRED ON AND OFF SITE: (as per specification)

ITEM NO.	SCOPE OF SERVICES	AVERAGE CONSTRUCTION COST OF BULK SERVICES INCLUDING ALL PROFESSIONAL FEES BUT EXCLUDING CONTINGENCY AND VAT	TENDERED PERCENTAGE	AMOUNT
2.1	STAGE 1 - 6: INCEPTION, CONCEPT AND VIABILITY, DESIGN DEVELOPMENT, DOCUMENTATION, PROCUREMENT, INCEPTION AND CLOSE OUT	R25 MILLION	5 %	R 1250 000.00

ITEM 3

PROFESSIONAL FEES BASED UPON A RATE PER HOUR FOR ANY WORK THAT MIGHT BE REQUIRED ON AN AD-HOC BASIS: (as per specification)

Item	PROFESSIONAL SERVICE	RATE PER HOUR
3.1	PRINCIPAL AGENT/TEAM LEADER	R 1200-00
3.2	CIVIL ENGINEER/TECHNOLOGIST	R 700-00
3.3	STRUCTURAL ENGINEER	R 700-00
3.4	GEOTECHNICAL ENGINEER	R 700-00
3.5	TRANSPORT/TRAFFIC ENGINEER	R 700-00
3.6	ELECTRICAL ENGINEER	R 1000-00
3.7	CLERK OF WORKS (CIVILS)	R 600-00
3.8	CLERK OF WORKS (TOPSTRUCTURES)	R 1520-00
3.9	HEALTH AND SAFETY OFFICER	R 550-00
3.10	ENVIRONMENTAL CONTROL OFFICER	R 600-00
3.11	TOWN PLANNER	R 700-00



3.12	URBAN DESIGNER/ARCHITECT	R 800-00
3.13	LANDSCAPE ARCHITECT	R 700-00
3.14	ENVIRONMENTAL ASSESSMENT PRACTITIONER	R 800-00
3.15	HERITAGE ASSESSMENT PRACTITIONER	R 600-00
3.16	LAND SURVEYOR	R 750-00
3.17	BENEFICIARY ADMINISTRATOR	R 500-00
3.18	SOCIAL FACILITATOR	R 500-00
3.19	CONVEYANCER	R 900-00

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender No. 41C/2017/18: APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

SIGNED ON BEHALF OF THE TENDERER:

Part C3: Scope of Work

	Pages
C3.1 Scope of Work.....	102 – 132
C3.2 Annexes.....	133 – 144

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

C3.1 Scope of Work

	CONTENTS	Pages
1.	INTRODUCTION	103
2.	BACKGROUND	104
3.	EMPLOYER'S OBJECTIVE	104
4.	DESCRIPTION OF THE SERVICES REQUIRED	104
5.	EXTENT OF THE SERVICES	123
6.	USE OF REASONABLE SKILL AND CARE	124
7.	BRIEF	124
8.	REFERENCE DATA	128
9.	APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS	128
10.	APPROVALS	128
11.	PROCUREMENT	129
12.	FORMAT OF COMMUNICATION	129
13.	KEY PERSONNEL	130
14.	MANAGEMENT MEETINGS	131

1. INTRODUCTION

This invitation calls for the submission of a tender from a Principal Agent/Lead Consultant who shall assemble a team with the expertise in the disciplines of Civil Engineering, Structural Engineering, Town Planning, Environmental Assessment, Land Surveying, Architectural, Beneficiary Administration, Community Facilitation, Conveyancing and Electrical Reticulation, to plan, design and monitor the construction of civil and electrical infrastructure, as well as topstructures. Particular experience in the delivery of sustainable, quality, high density low-cost housing projects is essential.

The projects will be funded in two phases, the first phase, from the Urban Settlement Development Grant (USDG) and the second phase, being the construction of the top-structures from the Human Settlements Development Grant (HSDG)

A panel of four (4) professional consulting teams, each comprising of the key personnel as described in Schedule 11 of this tender document, is therefore required by the City to provide the professional services necessary to implement these projects, which, in terms of the Municipal Finance Management Act, 56 of 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for Contract No 41C/2017/18: **APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS**, which will be evaluated using a financial offer and preferences based system as described in the tender data.

2. BACKGROUND

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

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

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

3. EMPLOYER'S OBJECTIVE

Currently there are in excess of 400 000 people registered on the City's Housing Data Base who patiently await the opportunity to be afforded a housing opportunity. The employer's objective is therefore to develop identified land parcels within the City of Cape Town into Integrated Residential Developments, thereby contributing to the alleviation of overcrowded houses and backyard dwellers and improving the lives of many of these residents.

4. DESCRIPTION OF THE SERVICES REQUIRED

The purpose of this tender is to appoint a panel of four (4) teams of professional consultants to plan, design and monitor the construction of subsidised housing developments from "Inception" to "Close out" and includes the civil and electrical infrastructure as well as the topstructures for approved beneficiaries. Part of the project requirements includes:

- Acquisition of the necessary town planning land use rights for procurement of the project;
- Satisfaction of the necessary environmental and heritage requirements for procurement of the project;
- The design and construction monitoring of the required civil and electrical infrastructure
- The design and construction monitoring of new subsidised housing
- Beneficiary administration
- Liaison with an inter-departmental City task team comprising inter alia Transport for Cape Town, Water and Sanitation, Energy, Urban Design, Property Management and external role-players. It is the intention that these buildings are developed in line with the current urban design requirements.

The various disciplines are expected to provide the type of services that their discipline expects and as highlighted in the Government Gazette for each of these disciplines.

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

The Service Provider is required to provide the following services:

4.1 Project Management Services

4.1.1 The Principal Agent/Team Leader shall lead and manage the appointed professional team and will be responsible for the management of the project for which they were awarded, from Inception until Close – Out

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

4.1.3 Project Communication will include the following duties:

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

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

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

4.1.4 Time Management: including the preparing and updating of a project programme, and ensuring adherence to it by all professionals and contractors.

4.1.5 Risk Management: including the identification of, assessment of, ongoing control of and mitigation measures against risk. Putting Risk Management plan in place.

4.1.6 Cost Management: including budgeting all sources of finance – state housing subsidy, USDG (if required), the City's contribution to the increased service levels, end-user finance and beneficiary contributions. The applications to Province for project approval and subsidy funds will also form part of the brief.

4.1.7 Scope Management: including the adherence to the Project Brief and not allowing any additional scope without approval by the City's internal project manager

4.1.8 Construction Quality:

- a) The Principal Agent/Team Leader will complete all documentation necessary for registration of the project with the NHBRC.
- b) The Principal Agent/Team Leader will ensure that the individual properties are registered.
- c) The Principal Agent/Team Leader will manage the interface between the Builder and the NHBRC inspectorate, and provide the NHBRC with all requisite documentation.
- d) The Principal Agent/Team Leader is responsible for the timeous submission of all building plans for registration with, scrutiny and acceptance by Council's Building Control Officer.
- e) The Principal Agent/Team Leader will ensure that the Builder gives adequate notice of commencement of work to the Building Control Officer.

f) The Council Building Inspector is responsible for ensuring compliance with drainage, boundary setback and empirical foundation regulations. The Building Inspector is not accountable for the quality of workmanship.

g) The Principal Agent will set up a robust quality management system including records of inspection, testing and acceptance of materials and completed work, and ensure that this is maintained for the duration of the project.

h) Progress payment certificates issued by the Principal Agent/Team Leader must be rigorously correlated to the quality management system.

i) Original records of the quality management system must be kept off-site with copies on site for ease of reference during physical audits

4.1.9 Government initiatives such as the Extended Public Works Programme (EPWP). While Human Settlements Projects are considered to be labour-intensive, the trenching for water pipes and sewers should be done within EPWP principles to generate some local employment. The Project Manager is to ensure that the Civil Contractor and the Builders implement the EPWP principles, including recruitment and accredited training of unemployed people, and in service training. The Contractor and Builders must have on their staff managers and supervisors who have been certified by accredited training institutions to implement EPWP projects. The Project Manager will ensure that proper records are kept of all EPWP initiatives.

4.1.10 Sustainable construction through an increase in the City's use of renewable energy, environmental conservation and increasing the efficient use of energy, the City would like to contribute towards the City's Strategy i.e. Shared Economic Growth and Development, Sustainable Urban Infrastructure and Services, Integrated Human Settlements Directorate, Health, Social and Human Capital Development and Good Governance and Regulatory Reform in this contract.

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

The responsibilities of the Principal Agent/Team Leader will include the following:

4.1.12 Inception,

- Developed a clear project brief.
- Chair project initiation meetings.
- Advise on procurement policy for the project.
- Advise on the rights, constraints, consents and approvals.
- Define the services and scope of work required.
- Conclude the terms of the agreement with the client.
- In conjunction with the professional team inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- Determine the availability of data, drawings and plans relating to the project.
- Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.
- Provide necessary information within the agreed scope of the project to other consultants involved.

4.1.13 Concept and Viability,

- Agree documentation programme with other consultants involved.
- Attend and chair design and consultant's meetings
- Establish the concept design criteria
- Prepare initial concept design and related documentation
- Advise the client regarding further surveys, analyses, tests and investigations which may be required.
- Establish regulatory authorities' requirements and incorporate into the design.
- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- Establish access, utilities, services, and connections required for the design.
- Coordinate design interfaces with other consultants involved
- Prepare preliminary process designs, preliminary designs and related documentation for approval by authorities and client and suitable for costing.
- Provide cost estimates and comment on life cycle costs as required.

- Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

4.1.14 Design and Development,

- Review documentation programme with other consultants involved.
- Attend and chair design and consultant's meetings
- Incorporate client's and authorities' detailed requirements into the design
- Incorporate other consultants' designs and requirements into the design
- Prepare design development drawing including draft technical details and specifications
- Review and evaluate design and outline specification and exercise cost control
- Prepare detailed estimates of construction cost
- Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
- Submit the necessary design documentation to local and other authorities for approval

4.1.15 Documentation and Procurement,

- Attend and chair design and consultant's meetings
- Prepare specifications and preambles for the works
- Accommodate services design
- Check cost estimates and adjust designs and documents if necessary to remain within budget
- Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
- Prepare documentation for contractor procurement
- Review designs, drawings and schedules for compliance with approved budget
- Call for tenders and/or negotiation of prices where relevant
- Liaise, co-operate and provide necessary information to the other consultants as required.
- Evaluate tenders
- Prepare contract documentation for signature
- Assisting in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others
- Assess samples and products for compliance and design intent

4.1.16 Construction

- Attend and chair site handover.
- Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates of proposed variations for client decision making.
- Administer and perform the duties and obligations assigned as principal agent in the JBCC/GCC building contract, or fulfil the obligations provided for in other forms of the contract.
- Attend and chair regular site, technical and progress meetings.
- Review the Contractor's quality control programme and advise and agree a quality assurance plan.
- Inspect the works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works as described in more detail in stage 3 for level 1: periodic construction monitoring.
- Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.
- Adjudicate and resolve financial claims by contractor(s).
- Assist in the resolution of contractual claims by the contractor.
- Establish and maintain a financial control system
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates to be issued by the principal agent.
- Instruct witness and review all tests and mock ups carried out both on and off site.
- Check and approve contractor drawings for design intent.
- Update and issue drawings register.

- Issue contract instructions as and when required.
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- Inspect the works and issue practical completion and defects lists.
- Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals

4.1.17 Close-Out

- Inspect and verify the rectification of defects
- Receive, comment and approve relevant payment valuations and completion certificates
- Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties.
- Prepare and/or procure as-built drawings and documentation.
- Conclude the final accounts where relevant.

4.2 Civil Engineering Services

The Civil Engineer will be responsible for the following

4.2.1 Inception,

- Assist in developing a clear project brief.
- Attend project initiation meetings.
- Advise on procurement policy for the project.
- Advise on the rights, constraints, consents and approvals.
- Define the services and scope of work required.
- Conclude the terms of the agreement with the client.
- Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- Determine the availability of data, drawings and plans relating to the project.
- Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.
- Provide necessary information within the agreed scope of the project to other consultants involved.

4.2.2 Concept and Viability,

- Agree documentation programme with principal consultant and other consultants involved.
- Attend design and consultant's meetings
- Establish the concept design criteria
- Prepare initial concept design and related documentation
- Advise the client regarding further surveys, analyses, tests and investigations which may be required.
- Establish regulatory authorities' requirements and incorporate into the design.
- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- Establish access, utilities, services, and connections required for the design.
- Coordinate design interfaces with other consultants involved
- Prepare preliminary process designs, preliminary designs and related documentation for approval by authorities and client and suitable for costing.
- Provide cost estimates and comment on life cycle costs as required.
- Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

4.2.3 Design and Development,

- Review documentation programme with principal consultant and other consultants involved.
- Attend design and consultant's meetings
- Incorporate client's and authorities' detailed requirements into the design
- Incorporate other consultants' designs and requirements into the design
- Prepare design development drawing including draft technical details and specifications
- Review and evaluate design and outline specification and exercise cost control
- Prepare detailed estimates of construction cost

- Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
- Submit the necessary design documentation to local and other authorities for approval

4.2.4

Documentation and Procurement

- Attend design and consultant's meetings
- Prepare specifications and preambles for the works
- Accommodate services design
- Check cost estimates and adjust designs and documents if necessary to remain within budget
- Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
- Prepare documentation for contractor procurement
- Review designs, drawings and schedules for compliance with approved budget
- Call for tenders and/or negotiation of prices and/ or assist the principal consultant where relevant
- Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
- Evaluate tenders
- Prepare contract documentation for signature
- Assisting in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others
- Assess samples and products for compliance and design intent

4.2.5

Construction

- Attend site handover.
- Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates of proposed variations for client decision making.
- Attend regular site, technical and progress meetings.
- Review the Contractor's quality control programme and advise and agree a quality assurance plan.
- Inspect the works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works as described in more detail in stage 3 for level 1: periodic construction monitoring.
- Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.
- Adjudicate and resolve financial claims by contractor(s).
- Assist in the resolution of contractual claims by the contractor.
- Establish and maintain a financial control system
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates to be issued by the principal agent.
- Instruct witness and review all tests and mock ups carried out both on and off site.
- Check and approve contractor drawings for design intent.
- Update and issue drawings register.
- Issue contract instructions as and when required.
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- Inspect the works and issue practical completion and defects lists.
- Arrange for the delivery of all test certificates; statutory (regulatory) and other approvals, as built drawings and operating manuals

4.2.6 Close- Out

- Inspect and verify the rectification of defects
- Receive, comment and approve relevant payment valuations and completion certificates
- Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties.
- Prepare and/or procure as-built drawings and documentation.
- Conclude the final accounts where relevant.

4.3 Structural Engineering Services

The Structural Engineer/Technologist will be responsible for the following

4.3.1 Inception,

- Assist in developing a clear project brief.
- Attend project initiation meetings.
- Advise on procurement policy for the project.
- Advise on the rights, constraints, consents and approvals.
- Define the services and scope of work required.
- Conclude the terms of the agreement with the client.
- Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- Determine the availability of data, drawings and plans relating to the project.
- Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.
- Provide necessary information within the agreed scope of the project to other consultants involved.

4.3.2 Concept and Viability,

- Agree documentation programme with principal consultant and other consultants involved.
- Attend design and consultant's meetings
- Establish the concept design criteria
- Prepare initial concept design and related documentation
- Advise the client regarding further surveys, analyses, tests and investigations which may be required.
- Establish regulatory authorities' requirements and incorporate into the design.
- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents:
- Establish access, utilities, services, and connections required for the design.
- Coordinate design interfaces with other consultants involved
- Prepare preliminary process designs, preliminary designs and related documentation for approval by authorities and client and suitable for costing.
- Provide cost estimates and comment on life cycle costs as required.
- Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

4.3.3 Design and Development,

- Review documentation programme with principal consultant and other consultants involved.
- Attend design and consultant's meetings
- Incorporate client's and authorities' detailed requirements into the design
- Incorporate other consultants' designs and requirements into the design
- Prepare design development drawing including draft technical details and specifications
- Review and evaluate design and outline specification and exercise cost control
- Prepare detailed estimates of construction cost
- Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
- Submit the necessary design documentation to local and other authorities for approval

4.3.4 Documentation and Procurement,

- Attend design and consultant's meetings
- Prepare specifications and preambles for the works
- Accommodate services design
- Check cost estimates and adjust designs and documents if necessary to remain within budget

- Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
- Prepare documentation for contractor procurement
- Review designs, drawings and schedules for compliance with approved budget
- Call for tenders and/or negotiation of prices and/ or assist the principal consultant where relevant
- Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
- Evaluate tenders
- Prepare contract documentation for signature
- Assisting in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others
- Assess samples and products for compliance and design intent

4.3.5 Construction,

- Attend site handover.
- Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates of proposed variations for client decision making.
- Attend regular site, technical and progress meetings.
- Review the Contractor's quality control programme and advise and agree a quality assurance plan.
- Inspect the works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works as described in more detail in stage 3 for level 1: periodic construction monitoring.
- Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.
- Adjudicate and resolve financial claims by contractor(s).
- Assist in the resolution of contractual claims by the contractor.
- Establish and maintain a financial control system.
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates to be issued by the principal agent.
- Instruct witness and review all tests and mock ups carried out both on and off site.
- Check and approve contractor drawings for design intent.
- Update and issue drawings register.
- Issue contract instructions as and when required.
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- Inspect the works and issue practical completion and defects lists.
- Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals

4.3.6 Close out

- Inspect and verify the rectification of defects
- Receive, comment and approve relevant payment valuations and completion certificates
- Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties.
- Prepare and/or procure as-built drawings and documentation.
- Conclude the final accounts where relevant.

4.4 Geotechnical Engineering Services

4.4.1 The Geotechnical Engineer will be responsible for the following:

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

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

4.5 Transport/Traffic Engineering Service

4.5.1 The Transport/Traffic Engineer will be responsible for the following:

- Provision of a Traffic Impact Assessment (TIA) and/or Traffic Impact Statement (TIS) as required, provide input into the Environmental Impact Assessment (EIA) and Land Use application process.

4.6 Electrical Engineering Services

4.6.1 The Electrical Engineer will be responsible for the following:

- During the Investigation Phase, prepare an outline report, for use by the Town Planner, on the feasibility, at not unduly excessive cost, of providing bulk electrical power to the Project for the purposes of street lighting and the top-structures electrical supply services.
- During the Preliminary Layout Phase, prepare a report containing detailed proposals and cost estimates for the provision of street lighting, internal electrical services and bulk supply provisions for which the supply authority is responsible.
- During the Design Phase, prepare designs, working drawings and tender documents for the installation of street lighting, any additional internal electrical services required and any bulk supply provisions for which the supply authority is responsible. Analyse the tenders received and make recommendations for the acceptance of tenders.

The Scope of Work includes the design, documentation, construction supervision and administration of the electrical installation for the housing units.

4.7 Clerk of Work Services (Civil works)

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

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

4.8 Clerk of Work Services (Topstructures)

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

- Performs any duties and responsibilities assigned to him by the Structural Engineer
- Ensure that the work being constructed conforms to the minimum specifications and standards.
- Ensure that all required testing is carried out and approved.
- Ensure Contractor is compliant in terms of the EPWP.
- Ensure Contractor is compliant regarding local Labour and local Sub-contractor obligations
- Liaises with all other Government Department and NHBRC Inspectors

- Provide a monthly report regarding Progress, Quality, Local Labour and Local Sub-contractors on site, for discussion at the monthly Site Meetings.

4.9 Health and Safety Officer Services

4.9.1 The Health and Safety Officer will be responsible for the following:

- Ensuring compliance with all conditions of approval pertaining to Health and Safety requirements
- Undertake weekly site visits to ensure compliance regarding Health and Safety Requirements
- A monthly written report to be provided to the Project Manager.
- A site closure checklist will be compiled for each phase of the project

4.10 Environmental Control Officer Services

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

- Ensuring compliance with all conditions of approval pertaining to environmental matters
- Undertake weekly site visits to ensure compliance with conditions of approval as contained in the Health and Safety Agreement.
- A monthly written report to be provided to the Project Manager.
- A site closure checklist will be compiled for each phase of the project

4.11 Town Planning Services

4.11.1 The Town Planner will be responsible for the following:

Formulation of a layout plan

- Undertaking a contextual analysis and complete a development framework for the application sites which must be workshop with the Project Team.
- Prior to completion of the concept development framework, the Town Planner shall analyse the broader context. Reference must be made to major movement routes, including NMT and public transport networks, My Citi bus routes, activity corridors, economic generators, natural systems and the provision of existing community/public facilities and amenities with a view to identifying the strengths and opportunities of the sites.
- Workshop the plan with the Project Steering Committee (including representatives of registered local organizations);
- Prepare all material for the above workshops to ensure that planning concepts are conveyed effectively.
- Assessing the title deeds of all application sites and obtaining Conveyancer certificates from a Conveyancer to determine the necessity to apply for the removal of restrictive conditions.
- Consider the Metro Spatial Development Framework (MSDF) and determine whether it is necessary to apply for amendment of the said document.
- Obtaining zoning certificates for all the sites and determine the most suitable zoning for future land uses in the project.
- Obtaining approvals, if required from relevant National and Provincial Departments such as Department of Agriculture, Forestry and Fisheries.
- Complete a layout plan (detail subdivision) based on the development framework as discussed above and ensure that sustainable land use principles is recognised. Recognise both the opportunities and constraints of the application sites and promote a development that incorporates key energy, water, waste, public spaces, mobility networks and biodiversity design features. It is critical that the Town Planner liaise with the Project Team's Traffic Engineers as well as the City Traffic Engineers to incorporate traffic calming measures and to produce a layout sensitive to pedestrians and limits speeding.
- Arrange pre-application meetings with local municipal planners to discuss future development proposals. Also, arrange meetings and engage with the relevant City Line Departments and ensure that the technical requirements of each department are met within the town planning application and layout plan.

- Complete and submit relevant town planning applications in accordance with the requirements and standards of the City of Cape Town Municipal Planning By-Law, 2015 (MPBL).
- Attend briefing sessions and site visits as and when required. Also attend Project Team meetings, Project Steering Committee meetings and public meetings as and when required.
- Liaise with the Project Team and provide input into other statutory processes as part of this project.
- Coordinate the town planning public participation process on behalf of the Project Team. This may include amongst other placement of site notices and public meetings.
- After agreeing the Street Names with the community, the Town Planner is required to illustrate the list of names on the layout plan in accordance with the City's Street Naming policy and submit a copy to the GIS Department.
- Defend and represent the City of Cape Town at the Planning Tribunal if required. Should an appeal be lodged against the town planning decision, handle the appeal and represent / defend the City of Cape Town.

4.11.2 Application for Township Establishment

- Once the Subdivision Plan have been agreed to by all role players, proceed to prepare, submit and obtain approval for all applications necessary for the establishment of a township on the sites in accordance with the layout plan and with the requirements of the City of Cape Town Municipal Planning By-Law, 2015 (MPBL) and any other relevant legislation, wherever possible.
- You are required to ensure that sufficient information is provided to obtain approval of the SG plans and that the approvals, which you obtain, are in line with acceptable survey practices.
- You are required to provide a list of street names and you will be required to provide the Council with a plan indicating the name of each of the streets created, to the Councils satisfaction. You will similarly be required to provide the Council with a plan indicating street numbers to the Council's satisfaction.
- You will be required to place all advertisements and notices related to the application.
- All plans are to be in electronic and hard copy format as per Council's GIS data requirements.

4.11.3 Reporting requirements

The Town Planner shall report directly to the appointed Project Manager. All deliverables will be submitted to the City's Project Manager such as draft documents for review and comment. Following this process of review the Town Planner will be required to revise the documents accordingly prior to the acceptance of the products as final for the purposes of public participation or submission to the relevant environmental and heritage authorities.

4.11.4 Time Frames

The Project Manager will be required to ensure the completion of the above scope of work in the shortest time possible within the ambit of the City of Cape Town Municipal Planning By-Law, 2015 (MPBL), Heritage and EIA Regulations. Work product must be delivered in accordance with the time frames agreed with the City's Project Manager.

4.11.5 Specialist Input

Should the line Departments of the City of Cape Town and / or DEA & DP take a decision, call for any further information, studies or work to be undertaken, that is beyond the scope of work outlined above, the cost of such (specialist) studies will be the subject of a separate contractual agreement once the scope of such studies is known.

4.11.6 Essential Administrative Requirements

Submission of land use application

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

- Portion Numbers
- The extent of the Portion Numbers
- Dimensions
- Proposed Street or Unit Numbers
- Proposed Street Names (Private and/or Public)
- Contours at an interval that makes the design of engineering services and placement of housing units and other structures and installations forming part of the development possible.
- Any other information that may be required by the Spatial Planning & Urban Design Department for the purposes of subdivision approval.

- **After council approval**

Should the proposed Subdivision Plan, as submitted by the applicant, require any amendment as a result of the Council decision, it will be required that the applicant also submit the relevant land use application for the approval of the City of Cape Town for such amended subdivisional plan (hard and/or electronic format) to the GIS Section at the Town Planning Office where the application was submitted.

4.12 Urban Design/Architectural Services

4.12.1 The role of the Urban Designer/Architect may include but is not limited to the following is:

- The Urban Designer must play the leading role in developing the key ideas and strategies for the sites. Therefore, the Urban Designer must provide design input into the Conceptual Development Framework model and take the lead in developing structuring principles for the development. Structuring elements must be based on a conceptual understanding of the site in its context (at the higher scale) and must resolve issues relating to scale from housing units to the urban block to the extent of neighbourhoods (at the block scale). Of importance is the articulation of public elements of the development so that collectively they come together to form a strong and coherent urban structure.
- Liaise with other members of the Project Team and provide input in the statutory processes as and when required. Although the Urban Designer is mainly involved with the development of the Conceptual Development Framework model, they will rely heavily on the input and information of other key personnel including but not limited to: ecological studies, topographical surveys, infrastructure surveys, town planning analysis and transport analysis.
- Develop a hierarchy for the urban street network and conceptualize typical street sections for the development.
- Develop conceptual designs and briefs for key public open spaces or public facilities as may be required to support the town planning application.
- Review and give input into the subdivisional plan / final layout plan prepared by the Town Planner and ensure integration of urban infrastructures and the public open space network. Particular attention needs to be given to the location of electrical substations and storm water facilities.
- The Urban Designer together with the Town Planner must meet with the City's Spatial and Urban Design Department and ensure that all requirements of the City are met in the proposed development framework (and the final subdivisional plan). Ensure general compliance with the Urban Design Policy, 2013 and Directives for Human Settlements Projects 2016.
- Ensure that all application sites are viable and that future buildings on non-residential sites will contribute positively to the public realm.
- The Urban Designer must provide direct input into the housing typology design and placement of units on the erven.
- The Urban Designer must attend briefing sessions and site visits as and when required. Also attend Project Team meetings, PSC meetings and public meetings when needed.

4.12.2 Inception,

- Receive, appraise and report on the client's requirements with regard to-
 - The client's brief
 - The site and rights and constraints
 - Budgetary constraints
 - Project programme; and

- o Methods of contracting

4.12.3 Concept and Viability,

- o Prepare an initial design and advise on-
 - o The intended space provisions and planning relationships;
 - o Proposed materials and intended building services; and
 - o The technical and functional characteristics of the design
- o Check for conformity of the concept with the rights to the use of the land.
- o Review the anticipated costs of the project.
- o Review the project programme.

4.12.4 Design and Development,

- o Confirm the scope and complexity.
- o Review the design, consult with local and statutory authorities
- o Develop the design, construction system, materials and components.
- o Incorporate and co-ordinate all services and the work of consultants
- o Review the design, costing and programme with the consultants.

4.12.5 Documentation and Procurement,

- o Prepare documentation required for local authority submission:
 - o Co-ordinate technical documentation with the consultants and complete primary co-ordination
 - o Prepare specifications for the works
 - o Review the costing and programme with the consultants
 - o Obtain the client's authority, and submit documents for approval.
 - o Complete construction documentation and proceed to call for tenders:
 - o Assist in preparing documents for to procuring offers for the execution of works.
 - o Assist in the evaluation of offers, and recommend on awarding the building contract.
 - o Assist in the preparation the contract documentation, and arrange the signing of the building contract.

4.12.6 Construction,

- o Administer the building contract
- o Issue construction documentation
- o Initiate and/or check sub-contract design and documentation that are appropriate.
- o Inspect the works for conformity to the contract documentation and acceptable quality in terms of industry standards.
- o Administer and fulfil the obligations provided for in other forms of the contract.
- o Issue the certificate of practical completion.
- o Assist the client in obtaining the occupation certificate.

4.12.7 Close out

- o Facilitate the project close-out including the preparation of the necessary documentation to effect completion, handover and operation of the project.
- o When the contractor's obligations with respect to the building contract have been fulfilled, the architectural professional shall issue the certificates related to contract completion.
- o Provide the client with as-built drawings and relevant technical and contractual undertakings by the contractor and sub-contractors.

4.13 Landscape Architectural Services

The Landscape Architect will be responsible for the following:

- o The provision of all standard services described in the document entitled "Amended Landscape Architectural Work Stages – January 2011", published by the South African Council for the

Landscape Architectural Profession (available on their website www.saclap.org.za), as amended or amplified upon in the project brief below.

4.13.1 INCEPTION

- This stage is in broad terms defined as follows:
- Establish the client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions, aspirations and strategies.
- Assist in developing a clear project brief.
- Attend project initiation meetings.
- Advise on the procurement policy for the project.
- Advise on rights, constraints, consents and approvals.
- Advise on the other consultants and services required.
- Define the consultant's scope of work and services.
- Determine availability of data, drawings and plans relating to the project.
- Advise on the necessary surveys, analyses, tests and or other investigations where such information will be required.
- Advise on appropriate financial design criteria.
- Provide necessary information within the agreed scope of the project to the other consultants.

4.13.2 CONCEPT AND VIABILITY

- This stage is in broad terms defined as follows:
- Prepare and finalise the project concept in accordance with the brief including the scope, scale, character, form, function and viability of the project.
- Agree the documentation programme with the principal consultant and the other consultants.
- Attend design and consultants' meetings.
- Prepare concept design based on the client's brief.
- Consult with the other consultants and incorporate their input.
- Discuss design concept with local and other authorities as required.
- Advise the client regarding further surveys, analysis, tests and investigations which may be required.
- Refine and assess concept design to ensure conformity with statutory requirements and consents.
- Co-ordinate design interfaces with the other consultants.
- Select hard and soft landscape construction materials.
- Prepare cost estimates as required.
- Submit presentation of the design concept to the client for approval.

- Prepare and submit the 'landscape' development plan to the local authority for approval where applicable.
- Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants.

4.13.3 DESIGN DEVELOPMENT

- This stage is in broad terms defined as follows:
- Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and program for the project
- Review the documentation programme with the principal consultant and the other consultants.
- Attend design and consultants' meetings.
- Incorporate the client's detailed requirements into the landscape design.
- Give due consideration to, incorporate and co-ordinate the other consultants' designs into the landscape design where necessary.
- Prepare design development drawings including draft technical details and outline specifications.
- Review and evaluate design and outline specifications and exercise cost control.
- Prepare detailed estimates of construction costs.
- Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants.
- Obtain project specific requirements from the local and or other authorities in order to ensure conformity with requirements.

4.13.4 DOCUMENTATION AND PROCUREMENT

- This stage is in broad terms defined as follows:
- Prepare the construction and procurement documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for the execution of the project.
- Assist with local and or other authority submission(s).
- Attend design and consultants' meetings.
- Prepare specifications for the works and agree preambles.
- Co-ordinate services and prepare necessary services co-ordination drawings.
- Check cost estimate and adjust documents if necessary to remain within budget.
- Assist the principal consultant in formulation of procurement strategy for contractors.
- Review working drawings for compliance with the approved budget.
- Prepare documentation for contractor procurement.
- Assist the principal consultant with calling for tenders and/or negotiation of prices.
- Liaise, co-operate and provide necessary information to the principal consultant and the other consultants.

- Assist with evaluation of tenders.
- Assist with the preparation of contract documentation for signature.
- Assess samples and products for compliance and design intent.

4.13.5 CONSTRUCTION

- This stage is in broad terms defined as follows:
- Manage, administer and monitor the contracts and processes, including the preparation and coordination of the procedures and documentation to facilitate practical completion of the works.
- Attend the site handover.
- Issue construction documentation in accordance with the documentation programme.
- Carry out contract administration procedures delegated by the principal agent in terms of the contract.
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates for proposed variations for client decision making.
- Attend regular site, technical and progress meetings.
- Inspect the works for conformity to contract documentation.
- Adjudicate and resolve financial claims by contractor(s).
- Assist in the resolution of contractual claims by the contractor.
- Establish and maintain financial control system.
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates.
- Approve valuations for payment.
- Witness and review all tests and mock-ups carried out both on and off site.
- Check and approve subcontract shop drawings for design intent.
- Update and issue the drawings register.
- Issue contract instructions as and when required.
- Review and comment on operations and maintenance manuals, guarantees, certificates and warranties.
- Inspect the works and issue practical completion and defects lists.
- Assist in obtaining statutory approvals where required.

4.13.6 CLOSE-OUT

- This stage is in broad terms defined as follows:
- Fulfil and complete the project close-out including the preparation of the necessary documentation to facilitate effective completion, handover and operation of the project.

- Inspect and verify rectification of defects.
- Prepare valuation for payment.
- Approve relevant payment valuations and completion certificates.
- Advise on soft landscape maintenance.
- Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
- Prepare and/or procure as-built drawings and documentation

4.14 Environmental Assessment Services

4.14.1 The Environmental Assessment Practitioner will be responsible for the following:

The Environmental Practitioner will be responsible for completing the statutory processes and obtain the required environmental authorisations. Duties may include but is not limited to the following:

- Ensure that the provisions of the National Environmental Management Act No 107 of 1998 (hereafter referred to as NEMA) are fulfilled and that all the relevant statutory procedures are followed.
- Liaise with and coordinate the activities and inputs from the Project Team; in so far as their inputs may have bearing on the environmental application.
- The NEMA process must as far as possible run concurrently with the Town Planning application, this includes the public participation process and every effort must be made to avoid duplication. It is therefore critical that the Environmental Practitioner and the Town Planner work in close collaboration.
- Assess the application site and timeously identify any professional study that may be required as part of the environmental process. These may include but is not limited to a Water Use License application (WULA), a Wetlands study, a Botanical study etc. These professionals will be managed by the Environmental Practitioner as sub consultants and every effort must be made to complete studies according to a programme as agreed by the City's Project Manager and the appointed Project Manager.
- Provide environmental input into the planning and design of the proposed Conceptual Development Framework and final layout plan / subdivisional plan.
- Attend briefing sessions, site visits, Project Team meetings, PSC meetings and public meetings as and when required.
- Liaise with Department of Environmental Affairs and Development Planning (DEA&DP) to ensure that the proposed development meets the requirements of the NEMA regulations and the Departments standards. Also, communicate with DEA&DP to ensure the shortest approval time possible within the ambit of NEMA.
- Coordinate and prepare the necessary documentation for the public participation process. This may include amongst others the placement of site notices, posting of information letters etc.
- Defend and represent the City of Cape Town should an appeal be lodged against the final environmental authorisation.

4.15 Heritage Assessment Services

4.15.1 The Heritage Assessment Practitioner will be responsible for the following:

The Heritage Assessment Practitioner will be responsible for completing the Heritage Assessment process and obtain the necessary authorization. Duties may include but is not limited to the following:

- Ensure that the provisions of the National Heritage Resources Act No 25 of 1999 are fulfilled and that all the relevant procedures are followed.
- Assess the application site and timeously identify any professional study that may be required as part of the Heritage process.
- Liaise with Heritage Western Cape to ensure that the proposed development meets the requirements of the National Heritage Resources Act (No 25 of 1999) and the standards of Heritage Western Cape.
- Defend and represent the City of Cape Town should any objections be lodged against the proposed development. Also, represent the City of Cape Town should it be necessary for the City of Cape Town to lodge an appeal.
- Provide Heritage input into the planning and design of the proposed Conceptual Development Framework and final layout plan / subdivisional plan.
- Attend briefing sessions, site visits, Project Team meetings, PSC meetings and public meetings as and when required.

4.16 Land Surveying Services

4.16.1 The Land Surveyor will be responsible for the following:

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

- Phase 1: Supply of Provisional General Plans

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

The scope of work also includes the following:

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

- Phase 2: Supply of Final General Plans

- Place the beacons of the internal erven as and when required.
- Prepare the final sheet of the general plans and submit same to the Surveyor General for final approval;
- In the event that amendments to the General Plans are required, undertake the following actions:
 - o Frame the necessary amending General Plans
 - o Supply same to Town Planner to obtain the necessary Town Planning consents
 - o Submit the amending General Plans to the Surveyor General for approval once the Town Planning approval has been received.

Survey and place Erf pegs for all erven in the project in accordance with the Land Survey Act. In this regard please note that:

- It may be necessary for the Erf pegging to be completed in a number of stages over an extended period of time. General Plans may also be required to be submitted in Phases in order to comply with land survey and/or development requirements.
- Final pegging of the individual erven will only take place after construction of services.
- You may be required to place "block corner pegs" on the blocks before civil construction starts. The contractor will be liable for protection of these pegs once placed. You will also be required to place two coordinated and levelled permanent beacons adjacent to each site for use by the contractor as benchmarks.
- The replacement of pegs disturbed during construction shall be at the cost of the City of Cape Town. The City's Project Manager will request such replacement in writing if required.
- Pegging of the site may be required while construction work is still in progress on the site. In this eventuality you are to liaise with the contractors on site to be kept informed of their actions.
- Pegging of each part of the site may only proceed on written instruction from the City's Project Manager.
- You will be required to mark Erf numbers on the kerb to enable the person responsible for handovers to identify the correct erven.

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

You are to report directly to the Project Manager

The Land Surveyor is required to make provision:

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

4.17. Beneficiary Administration Services

4.17.1 The Beneficiary Administrator will be responsible for the following:

- Identify potential beneficiaries in terms of the City's allocation policy with relevant stakeholders under guidance of the City's Project Manager and external Project Manager.
- HSS Subsidy Registration and capture of beneficiaries
- Public engagement and advertising regarding beneficiary identifications
- Attending PSC and Public meetings
- Allocate beneficiaries to the housing units in conjunction with the project Manager,
- Complete the Deed of Sale document and Services Request Forms
- Submit signed Deed of Sale Documents to Conveyancer
- Attend handover of Housing units for beneficiaries and complete handover documentation.
- Perform consumer education functions at the handover.
- Complete and submit services request forms for every allocated beneficiary
- Report to the COCT Project Manager regarding all matters pertaining to beneficiary administration
- Arrange in conjunction with the Project Manager for the issuing of title deeds to all beneficiaries
- Reconciliations and final report

4.18. Social Facilitation Services

4.18.1 The Social Facilitator will be responsible for the following:

- Will form part of the project steering committee and be the liaison person between project matters and the community.
- Will prepare meeting venues and assist the Ward Councillor on calling the public meetings.
- No public meeting will be organised by a Social Facilitator without an approval of the COCT Project Manager and the respective Steering Committee and Ward Councillor.
- Ensure effective public participation and transparency regarding beneficiary administration and job opportunities within the project.
- Will work in conjunction with the Beneficiary Administrator in advertising and communicating names of successful applicants and inform unsuccessful beneficiaries.
- Assist the Beneficiary Administrator in tasks as described

- The Social Facilitator will form part of the project team and will be required to report on progress to the external project manager and thus be required to attend project meetings.
- CCT Project Manager will still be responsible for the project and will have a final say on issues regarding the project and the community.

4.19. Conveyancing Services

4.19.1 The Conveyancer will be responsible for the following:

- The opening of the township register for GP's of the sites.
- Conveyancing certificates for all parent erven by a qualified attorney listing restrictive conditions, if any, and certifying zoning of these erven.
- Submission of the Deed of Sale documentation to the Deeds Office.
- Ensuring timeous receipt of the title deeds
- Issuing of the title deeds to the City's Project Manager

5. EXTENT OF THE SERVICES

The employer's objective is to develop identified land parcels within the City of Cape Town into integrated residential developments, which will accommodate those beneficiaries who have been approved to receive a Government Housing Subsidy. As the location of these developments are situated in various areas, a decision was made that a single team of consultants would not be able to manage these developments simultaneously and that a panel of consultants be appointed to render the required services.

The purpose of this tender is therefore to acquire the services of a panel of four (4) teams of professional consultants to undertake this objective.

The intention is then to appoint one team of consultants to a region to plan, design, implement and complete the development within a period of 5 years.

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

6. USE OF REASONABLE SKILL AND CARE

The Service Providers' attention is drawn to the fact that the proposed sites are located within the existing built-up areas. Safety of persons and property is therefore of paramount importance, closely followed by the minimisation of disruption and inconvenience to the residents of the area.

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

7. BRIEF

7.1 Terms of Reference

The purpose of this tender is to procure the professional services necessary to implement the Employers objective of providing integrated residential developments within the City of Cape Town.

The engineering services to be provided in terms of this contract include, inter alia, the Planning, Studies, Investigations and Assessments, Normal Services and Additional Services as broadly described in the relevant sections of Board Notice 206 of 2011: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No 34875, 20 December 2011, as amended or amplified by the specific requirements below. If there is any conflict between the Specific Requirements and the

Guideline Scope of Services document referred to above, the Specific Requirements shall take precedence.

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

7.2 Planning, Studies, Investigations and Assessments

7.2.1. Normal Services

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

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

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

Stage 1 – Inception

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

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

Stage 2 - Concept and Viability (Preliminary Design)

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

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

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

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

Stage 3 - Design Development (Detail Design)

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

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

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

A set of draft plans/drawings shall be submitted to both the Employer and services authorities for comment and approval prior to going out to tender. All plans must be thoroughly checked by the Service Provider's project leader prior to submission. On approval of the detail design drawings, two sets of

paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Service Provider. All other prints issued henceforth shall carry the words "Initial version signed on (date)" at the signature location in the title block.

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

Stage 4 – Documentation and Procurement

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

The construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) format. The General Conditions of Contract shall be the General Conditions of Contract for Construction Works, 2nd Edition 2010, published by the South African Institution of Civil Engineering. The Service Provider shall liaise with the Employer during the preparation of the contract document to determine any other specific requirements that the Employer may have in this regard.

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

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

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

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

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

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

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

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

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

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

Stage 5 – Contract Administration and Inspection

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

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

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

Stage 6 – Close-Out

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

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

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

7.2.2 Additional Services

Service Enquiries/Wayleave Applications

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

Targeted Procurement

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

Act as Leader of the Professional Team

The Service Provider shall assume leadership of the professional team (pertaining to this tender) and be responsible for the overall administration, co-ordination, programming of design and financial control of all works included in the services. The tenderer will be required to report directly to the appointed external Project Manager on each Project.

Construction Monitoring

Construction monitoring is considered to be a vitally important part of this project, requiring the full time input of an experienced Clerk of Works for the Civil and Topstructure work. For this reason, it is specified that a level 4 construction monitoring service (as per the Guideline Scope of Services document referred to above) must be provided by the Civil Engineer appointed for each project

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

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

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

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

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

7.3 Time Frames/Milestones

Milestones set by the Employer typically revolve around budget cycles and the need to spend the budget in any given financial year. The important milestones are therefore the financial year ends (30 June each year) and the Service Provider will be expected to establish a project programme, in consultation with the Employer and the other Consultants that takes cognisance of the budgets available and the budget cycles. Once agreed, the Service Provider is expected to ensure that the programme is adhered to, and to intervene timeously if necessary. For each project we have estimated a time period not exceeding 60 months, from the date of appointment to works completion.

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

7.4 Places for the Performance of Specific Tasks

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

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

7.5 Reporting Requirements

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

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

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

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

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

8. REFERENCE DATA

All relevant information pertaining to the various projects depicted in this tender will be made available to the appointed Service Provider for reference purposes.

9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

10. APPROVALS

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

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

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

11. PROCUREMENT

11.1 Preferential Procurement

The Works shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** where preferences are granted in respect of B-BBEE contribution.

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

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

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

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

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

The Contractor shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practise, of the B-BBEE status level of every sub-contractor employed by the Contractor. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

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

11.3 Forms for contract administration

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

- B-BBEE Sub-contract Expenditure Report (Annex 1)
- Joint Venture Expenditure Report (Annex 2)

The B-BBEE Sub-contract Expenditure Report is required for monitoring the prime contractor's compliance with the sub-contracting conditions of the Preference Schedule.

The Joint Venture Expenditure Report is required for monitoring the joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference points in respect of its consolidated B-BBEE scorecard.

In respect of Annexes 1 and 2, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in the Preference Schedule Preference Schedule in Part T2.2 Returnable Schedules. In the case of joint ventures (Annex 2), the contractor shall prove his compliance with item 6) in Section 2 of the Preference Schedule by providing a consolidated scorecard at his own cost on instruction from the Employer's Agent.

12. FORMAT OF COMMUNICATION

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

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

13. KEY PERSONNEL

- a) A Project Manager (The Tenderer) with at least a bachelor's degree qualification in the built environment and at least 8 (eight) years verifiable post graduate experience in the management of planning, design and construction monitoring services for Government Subsidised Housing Developments. The Project Manager will assume full contractual responsibility with the employer and full responsibility for the professional team and all the services carried out in terms of this tender, which is primarily assembling, managing and driving the professional team. The Project Manager must be a member of a relevant and recognised professional body or institute, e.g. SACPCMP, PMI, etc. and must provide current proof in this regard.
- b) An ECSA registered Professional Civil Engineer/Technologist with at least 5 (five) years verifiable post graduate experience in the planning, design and construction monitoring of subsidised housing developments and who will be responsible for all civil infrastructure work carried out in terms of this tender.
- c) An ECSA registered Professional Structural Engineer with at least 5 (five) years verifiable post graduate experience in the planning, design and construction monitoring of subsidised housing developments and who will be responsible for all structural work carried out in terms of this tender.
- d) An ECSA registered Professional Geotechnical Engineer with at least 5 (five) years verifiable post graduate experience in undertaking geotechnical engineering work relating to subsidised housing developments and who will be responsible for geotechnical work required in terms of this tender.
- e) An ECSA registered Professional Transport/Traffic Engineer with at least 5 (five) years verifiable post graduate experience in undertaking Traffic Impact Assessment work relating to subsidised housing developments and who will be responsible for geotechnical work required in terms of this tender.
- f) An ECSA registered Professional Electrical Engineer with at least 5 (five) years verifiable post graduate experience in the planning, design and construction monitoring of Subsidised housing developments and who will be responsible for all electrical infrastructure work carried out in terms of this tender.
- g) A Clerk of Works (Civil) with at least 5 (five) years verifiable experience in construction site supervision relating to the construction of residential civil engineering infrastructure and who will be responsible for all on-site construction activities, including quality assurance, in terms of this tender.
- h) A Clerk of Works (Topstructures) with at least 5 (five) years verifiable experience in construction site supervision relating to the construction of subsidised housing developments and who will be

responsible for all on-site construction activities, including quality assurance, in terms of this tender.

- i) A registered Health & Safety Officer/Specialist with at least 5 (five) years verifiable experience in residential developments, who will be responsible for all health & safety planning and assurance work carried out in terms of this tender. Proof of application submitted to the relevant official bodies and/or SACPCMP registration is requested.
- j) A Environmental Control Officer with at least 5 (five) years verifiable post graduate/registration experience in residential developments, who will be responsible for all environmental control work carried out in terms of this tender.
- k) A registered Town Planner with at least 5 (five) years verifiable post graduate experience in town planning practice for subsidised housing developments and who will be responsible for all town planning work carried out in terms of this tender.
- l) A SACAP registered Urban Designer/Architect with at least 5 (five) years verifiable post graduate experience in town planning practice for subsidised housing developments and who will be responsible for all urban design work carried out in terms of this tender
- m) A SACLAP registered Landscape Architect with at least 5 (five) years verifiable post graduate experience in residential developments and who will be responsible, for all such work carried out in terms of this tender.
- n) An Environmental Assessment Practitioner with a Master's Degree or equivalent, who is Environmental Assessment Practitioner of South Africa (EAPSA) certified, and has at least five (5) years verifiable post graduate experience in environmental impact assessments and who will be responsible for all such work carried out in terms of this tender.
- o) A Heritage Assessment Practitioner who is preferably registered with AHP – Association for Professional Heritage Practitioners and has at least five (5) years verifiable post graduate experience in processing heritage impact assessments for similar sites to those identified in this tender document and who will be responsible for all such work carried out in terms of this tender.
- p) A registered Land Surveyor with at least 5 (five) years verifiable post graduate experience in surveying subsidised housing developments and who will be responsible for all such work carried out in terms of this tender; including the uploading of the Approved General Plans to the City's GIS Department. and who will be responsible for all such work carried out in terms of this tender.
- q) A competent Beneficiary Administrator with at least 5 (five) years verifiable experience in government subsidised residential developments, who will be responsible for all Beneficiary Administration services required in terms of this tender.
- r) A competent Social Facilitator with at least 5 (five) years verifiable experience in government subsidised residential developments, who will be responsible for all public participation and stakeholder engagement work to be carried out in terms of this tender.
- s) A registered Conveyancing Attorney with at least 5 (five) years verifiable post graduate experience in subsidised housing registration and transfers who will be responsible for all Conveyancing work carried out in terms of this tender.

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

14. MANAGEMENT MEETINGS

14.1 Management Meetings

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

14.2 Community/Stakeholder Meetings

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

14.3 Supply Chain Management (SCM) Committee Meetings

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

14.4 Site/Technical Meetings

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

14.5 Ad-hoc Meetings

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

14.6 General

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

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

14.7 CLAIMS FOR PAYMENT

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

14.8 EMPLOYER'S RIGHT TO RECOVER COSTS

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

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

C3.2 Annexes

Annex 1: B-BBEE Sub-contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

Annex 3: 2014/15 Housing Subsidy Quantum

Annex 4: City of Cape Town Regional Aerial Map

ANNEX 1

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

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

Value of the contract (as defined in Schedule 24: Preferencing Schedule) (P*)	R	B-BBEE Status Level of Prime Contractor		
Name of Sub-contractor (list all Sub-contractors)	B-BBEE Status Level of Sub-contractor ¹	Total Value of Sub-contract (excl VAT) ¹	Value of Sub-contract work to date (excl VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Prime Contractor
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
Documentary evidence to be provided			Total:	R
			Expressed as a percentage of P*	%

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

Date: _____

Verified by Employer's
Representative: _____

Date: _____

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO.

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

¹ Documentary evidence to be providedSignaturesDeclared by Contractor
(Service Provider) to
be true and correct: _____

Date: _____

Verified by Employer's
Representative: _____

Date: _____

ANNEX 3

human settlements

Department
Human Settlements
REPUBLIC OF SOUTH AFRICA

Private Bag 9244 Pretoria 0001 RSA Tel (012) 421 1211 Fax (012) 341 8512
Private Bag 92427 Cape Town 8000 RSA Tel (021) 466 7630 Fax (021) 465 3410
<http://www.housing.gov.za> Freephone Line: 0800 701 701 Tollfree Line: 0800 1 46273 (0800 1 HOUSING)

Head of the Department
Department of Human Settlements
Private Bag X9083
CAPE TOWN
8000

Dear colleague

ENHANCEMENTS TO THE NATIONAL NORMS AND STANDARDS FOR THE CONSTRUCTION OF STAND ALONE RESIDENTIAL DWELLINGS AND ENGINEERING SERVICES AND ADJUSTMENT OF THE HOUSING SUBSIDY QUANTUM

The Minister of Human Settlements, after consultation with the nine Members of the Executive Councils responsible for Human Settlements/Housing of the nine Provincial Governments and SALGA, approved the enhancement of the National Norms and Standards for the Construction of Stand Alone Residential Dwellings and Engineering Services (Norms and Standards). These enhancements to the Norms and Standards will take effect on 1 April 2014.

The enhanced Norms and Standards in respect of the dwellings are based on the requirements of the 2011 revised National Building Regulations; South African National Standard (SANS) 10400 XA- Energy Usage in Buildings.

In addition to the enhancements to the Norms and Standards, The Minister also approved two new house typologies. A special dwelling comprising 45 square metre of gross floor area designed to cater for the needs of disabled persons who are wheelchair dependant has been approved. This new dwelling provides adequate internal space for wheelchair movement. In line with the agreement reached with the Department of Military Veterans, a special dwelling comprising 50 square metre of gross floor area with higher level of finishing has been approved for delivery to approved military veterans subsidy beneficiaries. This approval is subject to the condition that the difference in the cost of the revised new subsidy financed house, available to households earning R0 to R3 500 per month and the cost of the

enhanced house for military veterans, is financed by the Department of Military Veterans.

To ensure that the new enhanced Norms and Standards are achieved, the Minister also approved the adjustment of the Housing Subsidy quantum with effect from 1 April 2014. The new subsidy quantum is based on current market prices and includes escalation cost. The details of the revised Norms and Standards are as follows:

The minimum standard 40 square metre subsidy house

The Norms and Standards for the minimum size 40 square metre house, to be delivered to qualifying beneficiaries earning R0 to R3 500 per month, have been adjusted by the addition of the following measures to improve the thermal performance of the dwellings:

- The installation of a ceiling with the prescribed air gap for the entire dwelling;
- The installation of above-ceiling insulation comprising a 130mm mineral fibreglass blanket for the entire house;
- Plastering of all internal walls;
- Rendering on external walls;
- Smaller size windows; and
- Special low E clear and E opaque safety glass for all window types as prescribed;

In addition to the above enhancements, approval was also granted for the revision of the current Pre-paid Ready Board electrical installation. These improvements entail a standard basic electrical installation comprising a pre-paid meter with a distribution board and lights and plugs to all living areas of the house.

The total cost of the new dwelling amounts to R110 947,00. The detailed cost breakdown for the 40 square metre house is attached as Annexure A.

Certain other minor adjustments to the general specification of the dwelling were also effected and these are contained in the detailed Bill and Elementary Bill of Quantities for the dwelling, which will be forwarded to your office in electronic format via e-mail facility.

Internal municipal engineering services

In regard to internal municipal services, approval was granted that Provincial Human Settlement/Housing Departments and Municipalities may decide to install either A Grade or B Grade levels of services as required by the development context of each project area. Typically A Grade level of services will be required in new Greenfield developments where the Integrated Residential Development Programme is applied to finance the development of holistic, all inclusive and integrated township, providing access to the variety of housing, business and institutional land uses. B Grade level of services will on the other hand be feasible in Informal Settlement upgrading areas, infill schemes in areas where such services are the norm etc.

It should be noted that in all cases, except in projects where the Rural Housing Subsidy Programme: Informal Land Rights are applied, the minimum level of services as prescribed in Volume 2: Technical and General Guidelines of the National Housing Code, 2009, must be adhered to.

It is furthermore acknowledged that the cost of municipal infrastructure is by and large determined by the nature of the township design and layout. The street front length of the stands is a determining factor in this regard and this must be taken into account when townships are designed. It is therefore not feasible to prescribe a predetermined maximum amount to be used for infrastructure provision. Approval was thus granted that provinces and municipalities should design new townships on the principle to achieve the most economic outcome possible and that the final cost of the infrastructure will be determined on a per project basis at the discretion of the Members of the Executive Councils of the nine Provincial Governments based on the prescribed procurement process outcomes.

To facilitate planning and budgeting processes, the Department has determined the current cost of delivering a serviced stand at A and B Grade levels. These amounts will be adjusted annually in terms of the current approved application of the Bureau of Economic Research- Building Cost Index (BER-BCI) of the University of Stellenbosch. The approved guideline amounts are as follows:

The cost of A Grade engineering services:

Indirect cost	R 6 556
Direct cost	R37 070
Total	R43 626

The cost of B Grade engineering services

Indirect cost	R 6 556
Direct cost	R27 845
Total	R34 401

The detail composition of the direct and indirect cost is illustrated in Annexure B and C

The special dwelling for disabled persons dependent on wheelchairs use

The cost of the dwelling designed for disabled persons dependent on wheelchair use amounts to R164 136. The detailed cost breakdown of this dwelling is illustrated in Annexure D. The Elementary Bill of Quantities for the relevant dwelling will be forwarded electronically.

It is important to note that the new house designed for disabled persons, who are dependent on wheelchair use, replaces the current provisions of the Variation Manual for the Adjustment of the Housing Subsidy Scheme Quantum to Cater for Extraordinary Precautionary Measures. All the additions to the house for a disabled

person dependent on wheelchair use, as prescribed in the Variation Manual, have been catered for in the new house design, the specification and the cost of R164 136,00. No variations will, with effect from 1 April 2014, be available for disabled persons dependent of wheelchair use.

The house designed for provision to approved Military Veterans

The cost of the dwelling designed for provision to approved military veterans subsidy beneficiaries, which dwelling also comply with the revised National Building regulations SANS 10400 XA, amounts to R188 884,00. The detailed cost breakdown is illustrated in Annexure E. The Bill of Quantities for the relevant dwelling will be forwarded via e-mail facility.

The house for military veteran beneficiaries must comprise the following:

- The size of the house must be at least fifty (50) square metre of gross floor area;
- Interior walls must be plastered and painted;
- Two bedrooms;
- A combined kitchen/living area and a kitchen basin;
- Floor tiles throughout the house;
- Fitted kitchen cupboards, stove, solar water heating device, with hot and cold water taps;
- Basic electricity installation/comprising at least one light in each room, two lights in the combined kitchen/living area and an electrical plug in each of the bedrooms and two plugs in the combined kitchen/living area;
- Single carport with paving; and
- Fencing around the stand perimeter.

The following National Housing Programmes are affected by the revised National Norms and Standards that will take effect on 1 April 2014:

The Individual Housing Subsidy Programme

The Individual Housing Subsidy Quantum increases to:

• House cost:	R110 947
• Services cost:	R 43 626
• Raw land cost:	<u>R 6 000</u>
• Total subsidy	<u>R160 573</u>

Consolidation subsidy Programme

The Consolidation Subsidy quantum will amount to R110 947.

The Institutional Housing Subsidy Programme

The subsidy quantum in respect of the Institutional Housing Subsidy Programme amounts to R110 947. The requirement that the approved housing institution must make a financial contribution towards the total cost of the units, is sustained. The minimum contributions will thus be equal to the cost of the raw land and/or the municipal engineering services cost.

The Integrated Residential Development Programme and the People's Housing Process Programme

The subsidy quantum in respect of these programmes amounts to:

- The house cost: R110 947
- The municipal engineering services cost will be equal to the actual services installation cost of the relevant approved service levels. The guideline amounts are:
 - A Grade engineering service level R43 626
 - B Grade engineering service level R34 401;
- Raw land cost will be equal to the actual land acquisition cost.

It is once again confirmed that provinces and municipalities must ensure that housing subsidy beneficiaries are informed of the value of the subsidy products transferred in their ownership. The relevant Deeds of Grant of the properties must contain the detail composition of the product cost to ensure that beneficiaries are fully aware of the value of their assets.

In regard to the following National housing Programmes, it is confirmed that the annual BER-BCI based grant quantum adjustment is currently being considered and that a further communication may be expected in this regard:

- The Emergency Housing Assistance Programme;
- The Blocked Project Programme;
- The Social and Economic Amenities Programme;
- The Upgrading of Informal Settlements Programme

In conclusion, it is acknowledged that the approval of the new Norms and Standards for the dwellings to be financed from the National Housing Programmes was delayed and that dwellings delivered under the Programme since 10 November 2011 may not have complied with the provisions of the revised National Building Regulations. The Department is in the process of engagements with the Department of Trade and Energy on the matter and you will be advised of the outcome of the deliberations. In addition, Human Settlements MINMEC requested the Department to engage with the Department of Energy on the possibility of a financial contribution by that Department

towards achieving the approved full electrification of the subsidy financed houses. You may expect a further communication as soon as the matter has been resolved.

The Department is in the process to revise Section 2.1.7 of Volume 2: Technical and General Guidelines: The National Norms and Standards for Standalone residential Dwellings Financed Through the National Housing Programmes of the National Housing Code, 2009. The revised document will be provided to you in due course.

The enhancements to the Variation Manual as supported by the Task Team: Development of National Housing Programmes will now be feed into the MINMEC decision-making process. As soon as approval of the revised Manual is obtain the revised document will be disseminated to all provinces and municipalities.

DIRECTOR-GENERAL

Date:

COST BREAKDOWN OF THE STANDARD 40 SQUARE METRE DWELLING TO BE FINANCED FROM THE NATIONAL HOUSING PROGRAMME FOR PERSONS EARNING R0 TO R3 500 IMPLEMENTATION DATE: 1 APRIL 2014	
Cost element	Cost
Earthworks	R 6,707.48
Concrete, Formwork & Reinforcement	R 10,780.37
Brickwork	R 15,528.48
Roof Structure	R 8,832.44
Ceiling and Insulation	R 7,311.82
Windows	R 8,083.53
Doors and Frames	R 6,558.00
Finishing and paintwork	R 10,637.98
Electrical	R 9,958.40
Plumbing and toilet	R 3,976.38
Sub total A	R 94,374.86
P & G	R 8,578.67
Sub total B	R 102,953.55
Project manager	R 3,604.00
Clerk of works	R 3,089.00
Transfer cost	R 1,000.00
Beneficiary administration	R 300.00
Total	R 110,946.55
Total rounded off	R 110,947.00

Annexure B

**COST BREAKDOWN OF MUNICIPAL ENGINEERING SERVICES - DIRECT COST
IMPLEMENTATION DATE: 1 APRIL 2014**

A. GRADE SERVICES: DIRECT COST							
Zoning	Size in m ²	Street front	Cost of Water per unit	Cost of Sewer per unit	Cost of Roads per unit	Cost of Storm water per unit	Total cost per unit
Res1	243	9 m	R3 928	R6 841	R22 363	R3 941	R37 070
	294	10m	R4 242	R7 396	R25 158	R4 762	R41 557
	122	5m	R2 660	R4 620	R11 181	R1 970	R20 432
	236	10m	R4 242	R7 396	R25 158	R3 821	R40 617

Most cost effective street front is 9m at 243m² at a cost of R37 070
plus indirect cost at R6 556.27 totalling to
R 43,626.27

B GRADE SERVICES: DIRECT COST								
Zoning	Size (m ²)	Street Front	Cost of Water per unit	Cost of Sewer per unit	Cost of Roads per unit	Cost of Storm Water per unit	High mast lighting per unit (optional)	Total cost per unit
Res 1								

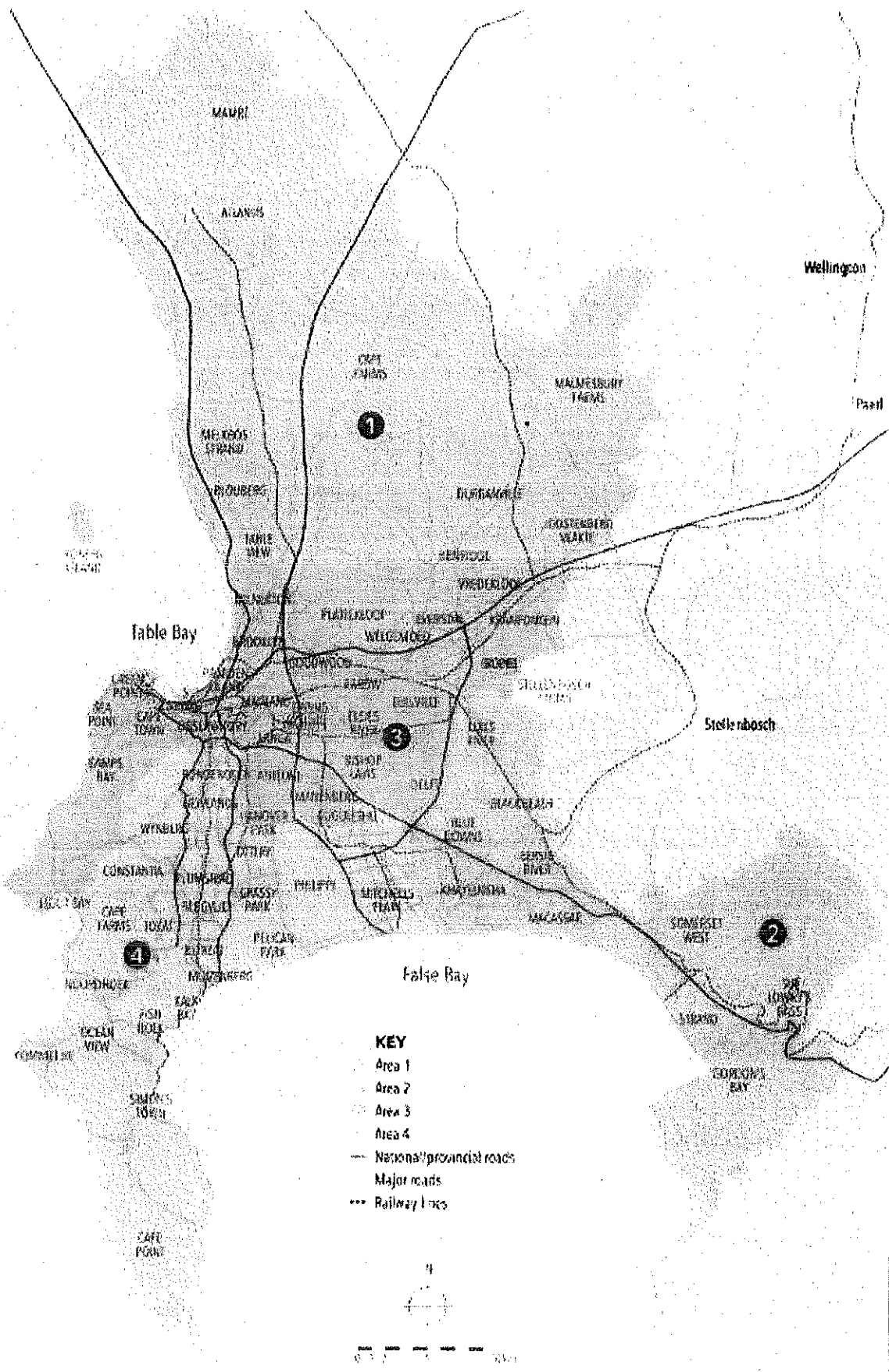
Most cost effective street front is 9m at 243 m² at a cost of R27 845
plus indirect cost at R6 556.27 totalling to
Excluding street lighting
R 34,401.00

SERVICED STAND: COST BREAKDOWN OF MUNICIPAL ENGINEERING SERVICES: INDIRECT COST IMPLEMENTATION DATE: 1 APRIL 2014		
Indirect cost	Detail description	Cost per unit
Safety Inspector	Six month project duration	R 96.00
Environmental Control officer	Six month project duration	R 96.00
Pre planning studies	EIA, excl. specialist studies and Wula	R 500.00
	Traffic Impact study- Capacity analysis at 7 intersections	R 98.00
	Urban design	R 300.00
Project management	SACPMP Gazetted fee scale with 20% discount	R 1,505.50
Geotechnical evaluation	GRSH2 Phase 1	R 105.00
Contour survey	Greenfields project	R 30.00
Land survey and pegging	Greenfields project	R 300.00
Land survey examination fee	Greenfields project	R 65.00
Town planning	SACPMP	R 368.20
Civil Engineer	ECSA Gazetted fee scale with 20% discount	R 2,256.17
Site supervision- civil	Construction period of 6 months	R 480.00
Social facilitation		R 315.41
Legal fees	Conveyancing Certificate	R 40.00
Total		R 6,556.28

Part C4: Site Information

Pages

C4.1	City of Cape Regional Aerial Map.....
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Supply Chain Management

T: _____
E: _____

24 AUGUST 2017

NOTICE TO TENDERERS NO.1
(2 Pages)

NOTICE TO TENDERERS NO.1

TENDER NO: 41C/2017/18

BOX NUMBER: 176

CLOSING DATE: 11 September 2017

DISCRIPTION: APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS.

Please note queries relating to any issues in the document may be addressed to Mr. _____, Tel No. _____ 5785 or e-mail: n_____
be replacing Mr. _____.

The following page, attached herewith must be inserted into your tender document and page 8.A will replace page 8.

Thanking you

On behalf of: P_____
Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO 41C/2017/18

At DURBAN on this 5TH Day of SEPTEMBER 2017

Signature: _____

Name of Signatory: _____
(In Ink and capitals)

TENDERER: _____
(Name of firm in ink and capitals)



Supply Chain Management

T:
E:

24 AUGUST 2017

NOTICE TO TENDERERS NO. 2
(Pages 1)

NOTICE TO TENDERERS NO. 2

TENDER NO: 41C/2017/18
BOX NUMBER: 176
CLOSING DATE: 11 September 2017

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS.

Your attention is specifically drawn to the tender document for the following amendments which are to be incorporated in the tender document for the abovementioned tender. You will be deemed to have made any allowance necessary to provide for these amendments in your tender offer.

F.2.1.4.6 PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT - NOT APPLICABLE

SCHEDULE 24: SCHEDULE OF PRE-QUALIFICATION CRITERIA SUB-CONTRACTORS - NOT APPLICABLE

Thanking you

On behalf of:
Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO. 41C/2017/18

At DURBAN on this 5TH Day of SEPTEMBER 2017

Signature:

Name of Signatory:
(In ink and capitals)

TENDERER:
(Name of firm in ink and capitals)



T
E

28 AUGUST 2017

NOTICE TO TENDERERS NO. 3
(Pages 3)

NOTICE TO TENDERERS NO. 3

TENDER NO: 41C/2017/18
BOX NUMBER: 176
CLOSING DATE: 11 September 2017

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS.

Your attention is specifically drawn to the tender document for the following amendments which are to be incorporated in the tender document for the abovementioned tender. You will be deemed to have made any allowance necessary to provide for these amendments in your tender offer.

1. It has come to our attention that a few documents had the following page omitted find page 51 attached and inset in the document.
2. You are also required to replace page 16 with the attached revised page 16A.

Thanking you

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

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO. 41C/2017/18

At DURBAN on this 5TH Day of SEPTEMBER 2017

Signature: ✓

Name of Signatory:
(In ink and capitals)

TENDERER:
(Name of firm in ink and capitals)



T:
E:

28 AUGUST 2017

NOTICE TO TENDERERS NO. 4
(Pages 2)

NOTICE TO TENDERERS NO. 4

TENDER NO: 41C/2017/18
BOX NUMBER: 176
CLOSING DATE: 11 September 2017

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS.

Your attention is specifically drawn to the tender document for the following amendments which are to be incorporated in the tender document for the abovementioned tender. You will be deemed to have made any allowance necessary to provide for these amendments in your tender offer.

1. It has come to our attention that a few documents had the following page omitted find page 114 attached and insert in the document.

Thanking you

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

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO. 41C/2017/18

At DURBAN, .. on this 5TH Day of SEPTEMBER 2017

Signature:

Name of Signatory:
(In ink and capitals)

TENDERER:
(Name of firm in ink and capitals)



Supply Chain Management

T:
E:

05 SEPTEMBER 2017

NOTICE TO TENDERERS NO. 5
(Pages 3)

NOTICE TO TENDERERS NO. 5

TENDER NO: 41C/2017/18
BOX NUMBER: 176
CLOSING DATE: 11 September 2017

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS.

Your attention is specifically drawn to the tender document for the following amendments which are to be incorporated in the tender document for the abovementioned tender. You will be deemed to have made any allowance necessary to provide for these amendments in your tender offer.

1. It has come to our attention that a few documents had the following pages omitted find page 84 and 89 attached and insert in the document.

Thanking you

On behalf of
Director: Supply Chain management

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO. 41C/2017/18

At DURBAN this 5TH Day of SEPTEMBER 2017

Signature:

Name of Signatory:
(In ink and capitals)

TENDERER: ..
(Name of firm in ink and capitals)

Clause 5.4.1:

Add the following:

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

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

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

Clause 5.4.2

Add the following:

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

Add the following clause after Clause 5.4.2:

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

Clause 5.5:

Add the following:

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

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

Clause 6.4:

Add the following clause after Clause 6.3:

6.4 Conflict of interest

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

Clause 7.1.2

Add the following:

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

Clause 7.2.1:

Add the following:

The Service Provider shall provide appropriate Personnel for such time periods as required and shall enter all data pertaining to Personnel and Key Persons on the Personnel Schedule (comprised of Schedules 11 and 18, Part T2.2 : Returnable Schedules).

Clause 8.1:

Add the following:

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

Clause 8.4.1:

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

Contract

Part C1: Agreements and Contract Data

Reference No. 41C/2017/18

CITY OF CAPE TOWN

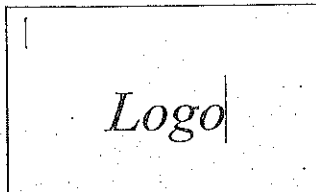
TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 41C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

C1.4 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

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

Dear Sir

CONTRACT NO.: 41C/2017/18

CONTRACT TITLE: APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF SUBSIDISED HOUSING DEVELOPMENTS

NAME OF CONTRACTOR: _____

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

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

Yours faithfully

Signed: _____

For: _____

- Portion Numbers
- The extent of the Portion Numbers
- Dimensions
- Proposed Street or Unit Numbers
- Proposed Street Names (Private and/or Public)
- Contours at an interval that makes the design of engineering services and placement of housing units and other structures and installations forming part of the development possible.
- Any other information that may be required by the Spatial Planning & Urban Design Department for the purposes of subdivision approval.

- **After council approval**

Should the proposed Subdivision Plan, as submitted by the applicant, require any amendment as a result of the Council decision, it will be required that the applicant also submit the relevant land use application for the approval of the City of Cape Town for such amended subdivisional plan (hard and/or electronic format) to the GIS Section at the Town Planning Office where the application was submitted.

4.12 Urban Design/Architectural Services

4.12.1 The role of the Urban Designer/Architect may include but is not limited to the following is:

- The Urban Designer must play the leading role in developing the key ideas and strategies for the sites. Therefore, the Urban Designer must provide design input into the Conceptual Development Framework model and take the lead in developing structuring principles for the development. Structuring elements must be based on a conceptual understanding of the site in its context (at the higher scale) and must resolve issues relating to scale from housing units to the urban block to the extent of neighbourhoods (at the block scale). Of importance is the articulation of public elements of the development so that collectively they come together to form a strong and coherent urban structure.
- Liaise with other members of the Project Team and provide input in the statutory processes as and when required. Although the Urban Designer is mainly involved with the development of the Conceptual Development Framework model, they will rely heavily on the input and information of other key personnel including but not limited to: ecological studies, topographical surveys, infrastructure surveys, town planning analysis and transport analysis.
- Develop a hierarchy for the urban street network and conceptualize typical street sections for the development.
- Develop conceptual designs and briefs for key public open spaces or public facilities as may be required to support the town planning application.
- Review and give input into the subdivisional plan / final layout plan prepared by the Town Planner and ensure integration of urban infrastructures and the public open space network. Particular attention needs to be given to the location of electrical substations and storm water facilities.
- The Urban Designer together with the Town Planner must meet with the City's Spatial and Urban Design Department and ensure that all requirements of the City are met in the proposed development framework (and the final subdivisional plan). Ensure general compliance with the Urban Design Policy, 2013 and Directives for Human Settlements Projects 2016.
- Ensure that all application sites are viable and that future buildings on non-residential sites will contribute positively to the public realm.
- The Urban Designer must provide direct input into the housing typology design and placement of units on the erven.
- The Urban Designer must attend briefing sessions and site visits as and when required. Also attend Project Team meetings, PSC meetings and public meetings when needed.

4.12.2 Inception,

- **Receive, appraise and report on the client's requirements with regard to-**
 - The client's brief
 - The site and rights and constraints
 - Budgetary constraints
 - Project programme; and

towards achieving the approved full electrification of the subsidy financed houses. You may expect a further communication as soon as the matter has been resolved.

The Department is in the process to revise Section 2.1.7 of Volume 2: Technical and General Guidelines: The National Norms and Standards for Standalone residential Dwellings Financed Through the National Housing Programmes of the National Housing Code, 2009. The revised document will be provided to you in due course.

The enhancements to the Variation Manual as supported by the Task Team: Development of National Housing Programmes will now be feed into the MINMEC decision-making process. As soon as approval of the revised Manual is obtain the revised document will be disseminated to all provinces and municipalities.

DIRECTOR-GENERAL

Date: 19/12/2013

Commercial Professional Indemnity Policy Schedule

This schedule must be read in conjunction with the Policy Wording.

Policy Number		
Type of Document	Copy Policy	
Insured		
Insured Vat Number		
Company Registration Number	N/A	
Insured Business Description	Development Management, Project Management and Facilitation of Development and Construction Projects, Project Facilitation and all other related activities.	
Insured Postal Address		
Intermediary	FSP Number: 10100 VAT Number:	
Insurer	Limited (Reg No A Licensed Financial Service Provider (FAIS license No	Tel: Email:
Period of Insurance	From: 01 September 2017 To : 31 August 2018 (both dates inclusive)	
Anniversary/Renewal Date	01 September 2018	
Retroactive Date(s)	30 May 2002 in respect of 01 September 2002 in respect of	
Type of Contract	Annual	
Effective Date	01 September 2017	
Payment Frequency	Once Off	
Annual Premium	R 11 029 (VAT Inclusive)	

In terms of ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively. Insured amounts are inclusive of VAT at 14%. VAT Registration number: 4450117405. Deductibles have no VAT consequence and are not subject to VAT when recovered by an insurer from an insured.

Reference Number:

Type: Current

Account No:

Branch Code: "

Swift Code:

All Premiums and Fees are VAT Inclusive; the total payment due for this transaction includes Broker Commission of R 2 205.80

Commercial Professional Indemnity Policy Schedule

Risk Details	
Limit of Indemnity	R 10 000 000
Basis of Limit	Any One Loss
Deductible	R 25 000
Basis of Deductible	Each and Every Claim

Extensions			
Description	Limit	Basis of Limit	Deductible Amount
Public Liability	R 10 000 000	Aggregate	R 25 000 - [Each and Every Claim]
Wrongful Arrest	R 1 000 000	Aggregate	R 2 500 - [Each and Every Claim]
Statutory Legal Defence Costs	R 1 000 000	Aggregate	R 2 500 - [Each and Every Claim]
Fraud/Dishonesty	Included in PI Limit	Each and every	Follows PI Excess
Defence Costs	Included in PI Limit	Each and every	Follows PI Excess
Defamation	Included in PI Limit	Each and every	Follows PI Excess
Sub-Consultants	Included in PI Limit	Each and every	Follows PI Excess
Fee Recovery	R 1 000 000	Each and every	Follows PI Excess

Policy Wording	Commercial Professional Indemnity Wording
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Legal Assist Endorsement

In consideration of the premium charged and paid and notwithstanding anything to the contrary contained in the policy, it is hereby agreed and noted that as a iTOO Specialist and General Liability policy holder, we will pay on behalf of the Insured various legal services relating to the Insureds business activities. Such services are obtainable by contacting the i 24 hours a day, 7 days a week.

What You Get

Each policy holder has access to the following as per policy period:

- a) An unlimited 24/7 facility for telephonic advice and assistance;

The following will also be made available if deemed necessary:

- a) A face to face Consultation with a qualified attorney;
- b) Up to three letters, matter and complexity dependent; and
- c) A follow up consultation.

Exclusions

- a) Any claim, circumstance or notification related matter/s that may or may not be covered under this policy;
- b) Any advice on how to bring a claim under this policy;
- c) Any matters pertaining to any claims repudiated by the i
- d) Matters where the policy holders business does not have an economical or legitimate interest;
- e) Any matters related to Family law;
- f) Any Criminal Matters;
- g) Credit Control or Debt Collection;
- h) Issuing and service of a summons and/ or response; and
- i) Any disputes between the policy holder and
- j) Any matter in which believes the policyholder has been dishonest or unethical.

Nothing in this endorsement shall be construed to increase the insurers limit of liability set forth in the declarations page of such other Policy.

Business Identity Theft Endorsement

In consideration of the premium and notwithstanding anything to the contrary contained in the policy, it is hereby agreed and noted that in the event that an identity theft incident occurs will indemnify the insured up to a maximum limit of R 500 000.00 towards costs to rectify the incident, utilizing i Business Identity Theft support risk staff contactable on 080 SUPPORT (7877678) from Monday to Friday 08h00 to 16h30.

Identity Theft is defined as: Any incident whereby the Insured Companys identifying data has been utilized to impersonate the business in order to further an identity thefts intents.

Process

If an identity theft incident takes place, you must call the SUPPORT LINE ON 080 SUPPORT in order for a consultant to be appointed. Once a consultant is appointed, a case will need to be opened at the local police station with the assistance of the support risk staff. You will then be required to provide all necessary documentation and assistance within 30 days of contacting the Support Helpline. Identity Theft restitution cover is only available if you lodge your claim through the above process.

Exclusions

- a) Expenses not approved by will not make payments directly to customers or service providers.
- b) Expenses related to High Court and/or High Court of Appeal action.
- c) Losses caused by the theft of pin codes, log in details, phishing scams and account numbers.
- d) Losses that a customer suffers as a result of ATM or credit card fraud.
- e) Consequential Losses suffered as a result of the Identity Theft.
- f) Individuals; including Directors, Officers and Staff.

Nothing in this endorsement shall be construed to increase the insurers limit of liability set forth in the declarations page of such other iTOO Policy.

For further information please visit the Identity Theft web site: www.identityguard.co.za

36 Months Run-Off Cover:

In the event of and with effect from the retirement or ceasing business practice, the **Insured** and in the event of death of the **Insured**, the **Insureds** executor on behalf of the deceaseds **Insureds** Estate, is granted an additional period of thirty six (36) months (hereinafter referred to as Run-Off Cover) to identify and report **Claims** and/or **Circumstances** in connection with work performed during the currency of this policy that may give rise to a **Claim** in terms of this Policy and provided that:

- a) The **Insured** enjoyed continuous uninterrupted professional indemnity cover with Hollard for a period of not less than three years immediately and consecutively prior to the expiring of this Policy;
- b) The Run-Off Cover:
 - (i) is subject otherwise to all the terms, Exclusions and Conditions of this Policy;
 - (ii) shall not apply to **Claims** made against the **Insured** where such **Claim** or **Circumstance** that might give rise to a **Claim**, was advised to the **Insurer** prior to the commencement date of the Run-Off Cover;
 - (iii) shall, notwithstanding the stated thirty six (36) months period, terminate immediately at the commencement date thereof should Professional Indemnity insurance be obtained by the **Insured** with another insurer
- c) The **Insurers** total liability in respect of all **Claims** made during the final **Period of Insurance** and all **Claims** made or **Circumstances** identified during the Run-Off Cover shall in no event exceed the **Limit of indemnity** as stated in the Schedule which applied immediately prior to commencement of the Run-Off Cover;
- d) No Run-Off Cover will be allowed should the **Insured** elect not to renew this insurance and place such insurance with another insurer providing Professional Indemnity cover.
- e) This extension shall not be afforded written notice of such election is given by the **Insured** to the **Insurers** prior to the date of expiry of this policy. Any **Claim** made Circumstance reported during the Run-Off Cover shall be deemed to have been made during the last period of insurance.

Fee Recovery Extension

In consideration of the Premium, the policy is amended as follows:

Extension: The following Extension is added to the policy:

Fee Recovery

The Insurers will indemnify the Insured against all legal costs, fees and expenses incurred by the Insured in connection with legal proceedings instituted by the Insured during the Period of Insurance as stated in the Schedule for the recovery of professional fees due to the Insured, provided that, prior to instituting any proceedings:

the Insured must inform Insurers of their intention to institute such proceedings

Insurers must be advised by their legal advisers that such proceedings could be pursued with a reasonable prospect of success

the proceedings must be capable of a counterclaim being mounted from the other party as could be envisaged under the main provisions of this policy.

Any Claim arising from circumstances notified to Insurers shall be deemed to have been made during the Period of Insurance stated in the Schedule in which such notice is or was first given.

Exclusion: For the Fee Recovery Extension only, this policy shall not cover:

Any Claims in respect of any fees which were due to be paid to the Insured prior to the Retroactive date specified in the Schedule

Any Claims where notice of intention to institute proceedings was not given to Insurers within twelve months of the date upon which such fees became due.

Public Liability Endorsement

In consideration of the **Premium**, the policy is amended as follows:

1. *Extension:* Notwithstanding Exclusion 3. Bodily Injury/Property Damage, the following Extension is added to the Policy -

Public Liability

The **Insurer** will pay on behalf of the **Insured** all **Damages** resulting from any **Claim** first made against the **Insured** by a **Third Party** during the **Period of Insurance** and reported to the Insurer as required by this policy arising out of **Bodily Injury** and/or **Property Damage**, including claimant's costs and expenses, occurring in the ordinary course and conduct of the **Professional Services** by the **Insured**, provided such **Claim** is brought after the Retroactive Date stated in the Schedule of Insurance.

2. *Exclusion:* For purposes of this Endorsement, this policy shall not cover **Loss** in connection with any **Claim**:

1. arising out of or in connection with the nature or condition of any **Product**.

Product shall mean any goods (including packaging, containers, labelling, instructions or advice, provided in connection therewith):

- (a) sold, supplied or distributed by or on behalf of the **Insured**;
- (b) erected, repaired, serviced, altered, treated or installed by the **Insured**;

in the course of the **Professional Services** and which have left the care, custody or control of the **Insured**.

2. for **Bodily Injury** to any **Employee** where such **Bodily Injury** arises from and in the ordinary course and conduct of employment.
3. arising out of the ownership, possession or use by or on behalf of the **Insured** of any **Vehicle** other than **Claims**:

3.1 caused by the use of any **Vehicle** as a tool of trade or of plant forming part of or attached to or used in connection with any **Vehicle**;

3.2 arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any **Vehicle**;

3.3 for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any **Vehicle** or of the load carried thereon;

3.4 arising out of any **Vehicle** temporarily in the **Insured's** custody or control for the purposes of parking;

3.5 arising out of any **Vehicle** on the **Insureds** premises for which compulsory insurance is not required by legislation provided the **Insured** is not indemnified by any motor policy for such **Vehicle**;

3.6 arising out of the possession or use by or on behalf of the **Insured** of any **Vehicle** which is the property of Transnet, or their subsidiary companies, or any government or quasi-government department, provincial administration, municipality or similar body whilst being used by the **Insured** at any railway siding;

3.7 in respect of any trailer not attached to and not having become unintentionally detached from any

- mechanically propelled vehicle.
4. arising out of any circumstances compulsorily insurable by legislation governing the use of any **Vehicle**.

Vehicle shall mean a land vehicle (including any machinery or apparatus attached thereto) whether or not subject to motor vehicle registration and whether or not self-propelled, including railway locomotives and rolling stock.

5. arising out of the ownership, possession or use by or on behalf of the **Insured** of any aircraft, watercraft or hovercraft (other than small craft on inland waterways).

6. for **Property Damage** to property owned, leased or hired by or under hire purchase or on loan to the **Insured**, or otherwise in the **Insured's** care, custody or control other than:

6.1 premises (or the contents thereof) temporarily occupied by the **Insured** for work therein or other property temporarily in the **Insured's** possession for work thereon (but no indemnity is granted for **Property Damage** to that part of the property on which the **Insured** is working and which arises out of such work);

6.2 **Employees'** and visitors' clothing and personal effects;

6.3 property belonging to Transnet, or their subsidiary companies, or any government or quasi-government department, provincial administration, municipality or similar body whilst on any premises permanently occupied by the **Insured**;

6.4 premises tenanted by the **Insured** to the extent that the **Insured** would be held liable in the absence of any specific agreement.

7. for **Property Damage** caused by dewatering operations or by the removal or weakening of or interference with support to such property.

8. arising out of design, formula, specification, supervision, treatment or advice given by or on behalf of the **Insured**.

9. arising out of the ownership, hire, leasing or operation of any airport, airstrip or helicopter pad other than airstrips or helicopter pads which are not equipped with control tower operations or navigational aid facilities other than a windsock.

10. arising out of **Bodily Injury** or **Property Damage** resulting from, whether directly or indirectly, a deliberate or wilful act, error or omission on the part of the **Insured** or any of its **Employees**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Sub-Contractors Endorsement:

In consideration of the **Premium**, the policy is amended as follows:

1. *Extension:* The following Extension is added to the Policy -

Sub-Contractors

The **Insurer** will pay on behalf of any **Insured** all **Damages** resulting from any **Claim** relating to the professional activities and duties necessary to carry out the **Professional Services** which have been sub-contracted by the **Insured**, provided always that:

- a) such activities and duties shall only be sub-contracted to suitably qualified firms, persons or parties;
- b) the **Insured** shall at all times retain all rights of recourse against such firms, persons or parties and will give all reasonable assistance to the **Insurers** in effecting such rights.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

***We trust you find the above in order. Should you have any additional requests and/or questions, please contact ITOO ***

Signed by ' _____

on behalf of the Insurer on: 30 August 2017

SCHEDULE 12: SUPPORT RESOURCES

NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/ LICENCED OR OTHER
GAPP ARCHITECTS & URBAN DESIGNERS CAPE TOWN		
SOFTWARE PACKAGES		
Adobe Creative Suite CS5	Illustrator, Photoshop, Acrobat Pro, InDesign, Bridge: drawing and desktop publishing programme consisting of	8 x licenses owned and licensed
AutoCAD LT 2017	Computer Aided Design technical drawing programme: Autocad files used as base drawings for Illustrator drawings	3 x licenses owned and licensed
AutoCAD LT 2011	Computer Aided Design technical drawing programme: Autocad files used as base drawings for Illustrator drawings	2 x licenses owned and licensed
QGIS	GIS Conversion software: converts GIS shape files to be to AutoCAD files	1 x license owned and licensed
Microsoft Office 2008 and 2011 for Mac	Word processing, and spreadsheet and powerpoint presentation	10 x licenses owned and licensed
Parallels Desktop 11 for Mac	Software programme which allows for the running of Windows Operating System on Mac	3 x licenses owned and licensed
Mac OS X	Macintosh operating Systems	10 x licenses owned and licensed
Google SketchUp Pro	Three-dimensional modeling programme	3 x license owned and licensed
Artlantis Studio Renderer	3D rendering & animation	Owned
AutoCAD 2010 for 2D CAD drawing	Computer Aided Design technical drawing programme: Autocad files used as base drawings for Illustrator drawings	Owned
Sketchup 8 – 2014 for 3D modelling	Three-dimensional modeling programme	Owned
Autodesk Building Design Suite 2013/2014 with Revit 2013 & 2014	For 3D modelling, BIM & working drawings	Owned
Geberit Pro Planner	For Plumbing & drainage planning	Owned
Corel Graphics Suite 11	Presentation graphics	Owned
Photoshop for graphic presentation	Presentation/illustration graphics	Owned
Microsoft Project 2010	Project programming/planning	Owned
Org Plus	Organogram creation	Owned
DR Pro 2013	For drawing issue & register management	Owned
HARDWARE		
DESCRIPTION		CURRENTLY OWNED/ LICENCED OR OTHER
3 x A4/A3 colour multifunction printer/copier/scanners		Hired
A1/A0 black & white multifunction scan/plan printer/plotter A1/A0 colour plotter A4 multifunction colour copier/printer/scanner/fax A4 laser and colour inkjet printers 1 x A4 fax machine 1 x document binders 1 x shredder 3 x video projectors 50 x workstations • 10 of these workstations operate on Mac operating systems • 40 of these workstations operate on Windows operating systems		Owned

CORE GEOTECHNICAL CONSULTANTS - ENGINEERING GEOLOGISTS

NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/ LICENCED OR OTHER
Libre Office	Writer, Draw, Calc software	Open source
Rocscience Slide	Slope stability software	1 license owned
HotPlot	Soil profiling software	1 license owned

PERSONNEL SCHEDULE OTHER THAN KEY PERSONNEL

Name	Title	Qualifications	Function Relating To This Tender	In The Employ Of Tenderer (Yes / No)	Involvement (Part-Time / Full Time)
JG Afrika					
	Associate: Municipal Services	PrEng, BSc (Civ Eng)	<i>Design Engineer Municipal Services</i>	No	Full Time
	Executive associate	PrTech Eng , NHD (Civ Eng) , NDip (Civ Eng)	<i>Snr Design Structural Eng</i>	No	Full Time
	Senior Engineer: Municipal Services	PrEng, BSc (Civ Eng)	<i>Assistant Design Engineer: Water Supply</i>	No	Water Network Analysis
	Technologist: Municipal Services	NDip (Civ Eng), BTech (Water Eng)	<i>Assistant Project Manager and Design Engineer: Municipal Services. Coordinator of site investigations and reporting, as-built information and BOQ</i>	No	Full Time
	Technician: Municipal Services	NDip (Civ Eng)	<i>Assistant Design Engineer & Assistant Clerk of Works</i>	No	Full Time
	Technologist: Municipal Services	BTech (Urban Eng), NDIP (Civ Eng)	<i>Assistant Design Engineer – incl. conditional assessment of existing services and capacities</i>	No	Full Time
	Engineer: Traffic & Transportation	BSc Civ Eng	<i>Assistant Traffic & Transportation Engineer</i>	No	Planning Stages of the Project

	Engineer: Municipal Services	BSc (Civil)	Assistant Design Engineer: Contract Documentation and BOQ	No	As & When Required
	Technical Assistant / Cad technician	NDip (Civ Eng) incomplete	Technical Assistant / CAD / As-Built Records	No	Full Time

PERSONNEL SCHEDULE OTHER THAN KEY PERSONNEL (SUB-CONSULTANTS)					
Name	Title	Qualifications	Function Relating To This Tender	In The Employ Of Tenderer (Yes / No)	Involvement (Part-Time / Full Time)
GJA Electrical Consulting					
	Director	T3 (Elec Eng)	Design Engineer: Electrical Services. Coordinator of site investigations and reporting, as-built information and BOQ	No	Full Time
	Electrical Eng. Technician	Auto Cad	Electrical Drawings	Not	Part time
	Electrical Eng. Technician	Auto Cad	Electrical Drawings	No	As and when
Safe Working Practice					
	Safety Consultant	HIRA – Scaffold	Safety Consultant	No	As & When Reqd
	Safety Consultant	Safety Management – NQF Level 6	Safety Consultant	No	As & When Reqd
	Safety Consultant	BA Degree: Geographical Environmental Science & Tourism	Safety Consultant	No	As & When Reqd
CoreGeotechnical					

	Office manager	BA (UCT)	Office/project manager	No	Geotechnical investigation (approximately 4 weeks)
	Engineering geologist	BSc (Honours) (Stellenbosch) MEng (Geotechnical Engineering): University of Stellenbosch	Engineering geologist	No	Geotechnical investigation (approximately 4 weeks)
	Engineering geologist	BSc (Honours) (Stellenbosch) Meng (Civil Engineering) University of Stellenbosch – completion in 2017	Engineering geologist	No	Geotechnical investigation (approximately 4 weeks)
DIRK VERDOES ATTORNEYS INC.					
	Conveyancing Secretary	Legal secretarial certificate	Completion & compiling of legal documents	No	As and when required
GAPP					
	Managing Associate	Urban Designer & Spatial Planner	B.Arch (UCT) MCPUD (UCT)	No	As and when required
	Urban Designer	Urban Designer	BSc URP (WITS) BSc Hons URP (WITS)	No	As and when required
	Candidate Urban Designer	Landscape Architect/ Candidate Urban Designer	B.Arch (UCT) MLACH (UCT)	No	As and when required
Joubert Brink Surveyors					
	Prof. Land Surveyor	Prof. Land Surveyor	BSc Agric BSc Survey	No	As and when required
	Partner	Prof. Land Surveyor	PLATO Registration S0596	No	As and when required

Umtha Strategy Planning & development					
	Project Manager	National Diploma in Internal Auditing	Facilitator	No	Full - Time
	Project Coordinator and Facilitator	Baccalaureus Technologie (BTech): Public Management †	Project Coordinator and Junior Facilitator	No	Full - Time
	Administrator	National Diploma : Office Management † and Technology	Project Support Administrator	No	Full Time

CITY OF CAPE TOWN
CONTRACT NO 41C/2017/18
SCHEDULE 19: SCHEDULE OF SUB-CONTRACTORS

SUB-CONTRACTORS			
Subcontractor's Name	Work activities to be undertaken by the Sub-Contractor	Fee/erf	Estimated value of work (Rand)
	Civil Engineer / Technologist	762.00	381 000.00
	Structural Engineer	800.00	400 000.00
	Geotechnical Engineer	105.00	52 500.00
	Transport / Traffic Engineer	178.00	89 000.00
	Electrical Engineer	600.00	300 000.00
	Clerk of Works (Civils)	600.00	300 000.00
	Clerk of Works (Topstructures)	1 520.00	760 000.00
	Health & Safety Officer	96.00	48 000.00
	Environmental Control Officer	98.00	49 000.00
	Town Planner	368.00	184 000.00
	Urban Designer / Architect	300.00	150 000.00
	Landscape Architect	180.00	90 000.00
	Environmental Assessment Practitioner	495.00	247 500.00
	Heritage Assessment Practitioner	30.00	15 000.00
	Land Surveyor	395.00	197 500.00
	Beneficiary Administrator	285.00	142 500.00
	Social Facilitator	300.00	150 000.00
	Conveyancer	625.00	312 500.00