

CITY OF CAPE TOWN

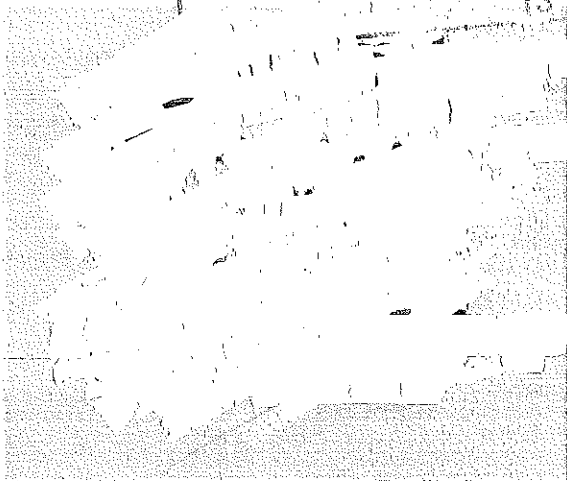
CITY OF CAPE TOWN

11 SEP 2017

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

PART 1



CLOSING: 11 SEPTEMBER 2017 @ 10H00

PREPARED

Contact:



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 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)
SAFE WORKING PRACTICE	CIVIL ENGINEERING	ONLY RATES TENDERED. CANNOT DETERMINE VALUE OF WORK.
TOWN PLANNERS	GEOTECHNICAL ENGINEER	
	TRANSPORT ENGINEERING	
	ELECTRICAL ENGINEERING	
	HEALTH AND SAFETY SPECIALIST	
	ENVIRONMENTAL PRACTITIONERS	
	SUSTAINABLE PLANNING SOLUTIONS	
	URBAN DESIGN/ARCHITECT	
	LANDSCAPE ARCHITECTS	
	HERITAGE PRACTITIONERS	
	LAND SURVEYING	
	BENEFICIARY ADMINISTRATION, SOCIAL FACILITATION AND CONVEYANCING	

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

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SCHEDULE 20: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSAL
SEE ATTACHED LETTER FOR QUALIFICATIONS		

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 21 : RECORD OF ADDENDA TO TENDER DOCUMENTS

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

vv

SCHEDULE 22 : PRICE BASIS FOR IMPORTED PLANT AND MATERIALS

Note applicable to this tender

[illegible]

* State Customs Duty Tariff Reference for each item

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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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.

Tender

Part T2: Returnable Documents

65

T2.2

Returnable Schedules

Reference No. 41C/2017/18

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:

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

where:

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

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

P* = Value of the contract

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

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

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

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

Table 1: Level of Contribution

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

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

5 Declarations

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

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

☐

Note:

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

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

- (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
- (iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier satisfies the conditions pertaining to the granting of preferences.

2017/09/09
Date

For official use.

SIGNATURE OF CITY OFFICIALS AT
QUOTATION OPENING

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 CONTAINED IN CLAUSF F.2.1.4.7	30%

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 25: INFORMATION TO BE PROVIDED WITH THE TENDER

Not applicable to this tender

SIGNED ON BEHALF OF TENDERER:

Part C1: Agreements and Contract Data

	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

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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 shall be the party named as the service provider in the conditions of contract identified in the contract data.

Signature(.....)

Name(.....)

Capacity(.....)

for the tenderer

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

Date 2017/09/09

For official use.	
INITIALS OF C	AT TENDER
C1	

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature

Name

Capacity

for the
Employer

CITY
Tower Block, Civic Centre,
12 Hertzog Boulevard
Cape Town

Name and
signature
of witness

Date

30/05/18

Notes:

- 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 2018/09/26

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 20/08/18

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.....26th.....(day)
of.....SEPTEMBER.....(month)
20..18.....(year)
at.....CIVIC CENTRE.....(place)

For the Service Provider:

Signature.....
Name(s).....
Capacity.....MANAGER.....

Signature and name of witness:

Signature.....
Name.....

CITY OF CAPE TOWN

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C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

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

The Employer is the CITY OF CAPE TOWN.

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

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

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

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

60 months from contract commencement date

Contract
Part C1: Agreements and Contract Data
Reference No. 41C/2017/18

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: P.O. Box
CAPE TOWN
8000

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

Clause 3.4.1:

Add the following to the first sentence:

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

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

Clause 3.5:

Add the following:

The location for the performance of the Project will be the **LOCAL OFFICE** of the service provider, together with the 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

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):

- 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/Mandatar/Company/CC Name)

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

....., representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at RONDEBOSCH on the 9TH day of SEPTEMBER 2017

Witness

Signed at CAT on the 28TH day of

Witness

.....
half of
City of Cape Town

CITY OF CAPE TOWN

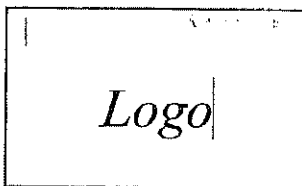
TDA: HUMAN SETTLEMENTS IMPLEMENTATION

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: _____

CITY OF CAPE TOWN

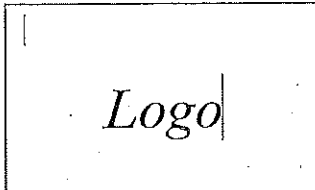
TDA: HUMAN SETTLEMENTS IMPLEMENTATION

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

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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 700.00
1.2	Civil Engineer/Technologist	R 850.00
1.3	Structural Engineer	R 200.00
1.4	Geotechnical Engineer	R 105.00
1.5	Transport/Traffic Engineer	R 75.00
1.6	Electrical Engineer	R 650.00
1.7	Clerk of Works (Civils)	R 400.00
1.8	Clerk of Works (Topstructures)	R 392.00
1.9	Health and Safety Officer	R 96.00
1.10	Environmental Control Officer	R 142.66
1.11	Town Planner	R 295.00
1.12	Urban Designer/Architect	R 750.00
1.13	Landscape Architect	R 240.00
1.14	Environmental Assessment Practitioner	R 207.34
1.15	Heritage Assessment Practitioner	R 15.00
1.16	Land Surveyor	R 350.00
1.17	Beneficiary Administrator	R 220.00
1.18	Social Facilitator	R 180.00
1.19	Conveyancer	R 800.00
1.20	Total Fee Per Erf (Items 1.1 – 1.19 above) excluding VAT	R 6668.00

ITEM 2.

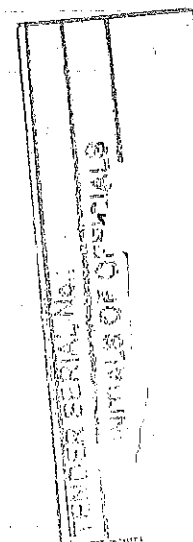
PROFESSIONAL FEES SUBMITTED AS A PERCENTAGE OF THE CONSTRUCTION COST FOR THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES FOR BULK INFRASTRUCTURE SERVICES REQUIRED ON AND OFF SITE: (as per specification)

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	5.50 %	R 1 375 000.00

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 850.00
3.2	CIVIL ENGINEER/TECHNOLOGIST	R 850.00
3.3	STRUCTURAL ENGINEER	R 850.00
3.4	GEOTECHNICAL ENGINEER	R 850.00
3.5	TRANSPORT/TRAFFIC ENGINEER	R 850.00
3.6	ELECTRICAL ENGINEER	R 850.00
3.7	CLERK OF WORKS (CIVILS)	R 250.00
3.8	CLERK OF WORKS (TOPSTRUCTURES)	R 250.00
3.9	HEALTH AND SAFETY OFFICER	R 450.00
3.10	ENVIRONMENTAL CONTROL OFFICER	R 450.00
3.11	TOWN PLANNER	R 500.00



3.12	URBAN DESIGNER/ARCHITECT	R 700.00
3.13	LANDSCAPE ARCHITECT	R 650.00
3.14	ENVIRONMENTAL ASSESSMENT PRACTITIONER	R 550.00
3.15	HERITAGE ASSESSMENT PRACTITIONER	R 850.00
3.16	LAND SURVEYOR	R 750.00
3.17	BENEFICIARY ADMINISTRATOR	R 500.00
3.18	SOCIAL FACILITATOR	R 450.00
3.19	CONVEYANCER	R 800.00

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
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C3.2 Annexes	133 – 144

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

C3.1 Scope of Work

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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

- 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

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- 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

- Methods of contracting

4.12.3 Concept and Viability,

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

4.12.4 Design and Development,

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

4.12.5 Documentation and Procurement,

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

4.12.6 Construction,

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

4.12.7 Close out

- Facilitate the project close-out including the preparation of the necessary documentation to effect completion, handover and operation of the project.
- 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.
- 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:

- 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 APHP – 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: _____

Contract
Part C3: Annexes
Reference No. 41C/2017/18

132

C3.2
Annexes

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO.

Value of the contract (as defined in
Schedule 19: Preferencing Schedule) (P*)

R

B-BBEE Status Level of Joint Venture

Name of Joint Venture partner (list all)	B-BBEE Status Level of each JV partner as at contract award	Percentage contribution of JV partner per JV Agreement ¹ A	Total value of JV partner's contribution (excl. VAT) ¹ B = A% 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 9544 (Pretoria 0001) RSA,
Private Bag 95027 Cape Town 8000 ()
<http://www.housing.gov.za> Fraud Line: 0

1 (0500) 1 HOUSE

Head of the Department
Department of Human Settlements
Private Bag
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 R184 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	R160 573

Consolidation subsidy Programme

The Consolidation Subsidy quantum will amounts 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: 19/12/2013

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
Celling 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 9,976.38
Sub total A	R 94,374.88
P & G	R 8,578.67
Sub total B	R 102,953.55
Project manager	R 2,604.00
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

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 241	R22 363	R3 941	R37 070
	294	10m	R4 242	R7 396	R25 159	R4 762	R41 557
	122	5m	R2 660	R4 620	R11 181	R1 979	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	294	10m	R 4,948.00	R 8,803.00	R 11,269.00	R 2,608.00	R 2,265.00	R 29,893.00
	243	9m	R 4,601.00	R 8,803.00	R 10,017.00	R 2,158.00	R 2,265.00	R 27,845.00
	122	4.5m	R 3,216.00	R 8,803.00	R 5,008.00	R 1,079.00	R 2,265.00	R 20,372.00
	296	10m	R 4,948.00	R 8,803.00	R 11,269.00	R 2,093.00	R 2,265.00	R 29,378.00

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 95,00
Environmental Control officer	Six month project duration	R 95,00
Pre planning studies	EIA, excl. specialist studies and Wulla	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	GPSHZ 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	SACPLAN	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 6,536,28

Part C4: Site Information

Pages

C4.1 City of Cape Regional Aerial Map.....

Ref. No.: Tender 41C/2017/18
Client Ref. No.: 41C/2017/18

09 September 2017

Director : Human Settlements Implementation, Transport and Urban Development Authority
City of Cape Town
PO Box
Cape Town
8000

ATTENTION

Dear Sir

TENDER 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

We refer to the above tender and hereby wishes to qualify the rates tendered, as the Scope of Work does not provide adequate information to determine these rates. All the items listed below are on Page 98 of the tender document.

1. Portions of the Scope of Works to be provided under Items 1.1, 1.2, 1.3, 1.6, 1.7, 1.8, 1.9, 1.10, 1.12 and 1.13 are linked to the Construction Period of the development. In order to determine a professional fee, we assumed the following:
 - All the engineering service and top structures will be procured by appointing one tenderer under one combined Contract.
 - The Construction Period for the above Contract of 500 erven will be 18 months.

Thus, should the Employer decide to develop the engineering services and top structures per separate tenders and Contracts the Scope of Work will amend as well as the Construction Period, which will result in an increase of the professional fees for the time-related works.

2. Item 1.13 : Landscape Architect: It is impossible to determine a fee for this service as the extend of the service for the 500 erven project is not defined. We have thus based our fee of R240/erf on an estimated landscape architecture construction value of R4800/erf and a Landscape Architecture fee of 5% of the construction value. Should the actual value for the landscape architecture construction works increase to a value higher than the R4800/erf, then our fee will be adjusted accordingly.
3. Item 1.14 : Environmental Assessment Practitioner : Due to the fact that there is currently no site specific information for any of the planned projects to be implemented under this tender, it is impossible to know what specialist studies may be required as part of the Environmental Authorisation process. Our rate tendered thus do not make provision for any specialist studies and any studies required will be paid under Item 3 on page 99 and 100 at a time-and-cost basis.
4. Item 1.15 : Heritage Assessment Practitioner : It is our experience that on most projects no HIA is required. But only a NID. We have thus based our fee on the completion of a

NID and should any HIA be required, this will be paid under Item 3 on page 99 and 100 at a time-and-cost basis.

Please do not hesitate to contact us should you have any queries.

Yours faithfully

tender 41C/2017/18.let/jl



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
or e-mail: as he will
be replacing

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
Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO 41C/2017/18

At RONDEBOSCH on this 23RD Day of AUGUST 2017

Signature:

Name of Signatory:
(In ink and capitals)

TENDERER
(Name of firm in ink and capitals)



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

Director: Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO. 41C/2017/18

At RONDEBOSCH on this 25TH Day of AUGUST 2017

Signature:

Name of Signatory:
(In ink and capitals)

TENDERER:
(Name of firm in ink and capitals)



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 RONDERSCHE on this 28TH Day of AUGUST 2017

Signature: _____

Name of Signatory: _____
(In ink and capitals)

TENDERER _____
(Name of firm in ink and capitals)



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 Rondebosch on this 28th Day of August 2017

Signature:

Name of Signatory:
(In ink and capitals)

TENDERER:
(Name of firm in ink and capitals)



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 Rondebosch on this 27th Day of SEPTEMBER 2017

Signature:

Name of Sig
(In ink and capitals)

TENDERER:
(Name of firm in ink and capitals)

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