

TENDER NO. 61C/2017/18		 CITY OF CAPE TOWN IINKO SATOKAPA STAD KAAPSTAD	
SCM - 515	Approved by Branch Manager: 10/04/2017	Version: 2	Page 1 of 243

CONTRACT DOCUMENT

FOR THE

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU DEVELOPMENTS (RETURNABLE DOCUMENT)

NOTE:

- The Form of Offer and Acceptance (C1.1) is on page 76 of this document (see also Clause F.2.1.4.1 Responsive Criteria on page 7).
- Table 1: Tender Preference Claim (B-BBEE contribution) is on page 71 of this document.

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

For official use. 2 3
TENDER SERIAL No.:
SIGNATURES OF CITY OFFICIALS
AT _____ NING
1. _____
2. _____
3. _____

AUGUST 2017

NAME OF TENDERING ENTITY	
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CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 61C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU DEVELOPMENTS

General Tender Information

TENDER ADVERTISED	:	25 August 2017
CLARIFICATION MEETING	:	10h00 on 07 September 2017 (Not compulsory but strongly recommended)
VENUE FOR CLARIFICATION MEETING	:	Offices of the City of Cape Town, Mayors Parlour, Block A, 1 Bride Way, Royal Ascot, Morningside
CLOSING DATE	:	29 September 2017
CLOSING TIME	:	10h00
CLOSING VENUE	:	Tender Box 119 at the Tender & Quotation Box Office, 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town
TENDER BOX	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.

CITY OF CAPE TOWN

TOA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 510/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU DEVELOPMENTS

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CITY OF CAPE TOWN

TOA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 61C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU DEVELOPMENTS

T1.1 Tender Notice and Invitation to Tender

The **CITY OF CAPE TOWN**, Director: Human Settlements Implementation, invites tenders for Tender No. 61C/2017/18: **APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU DEVELOPMENTS**

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

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

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

The physical address for collection of tender documents is:

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

Documents may be collected during working hours between 08:30 – 15:00 from **25 August 2017**.

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

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

A non-compulsory but strongly recommended clarification meeting with representatives of the Employer will be held on **07 September 2017 at 10h00** at the offices of the City of Cape Town, Royal Ascot, Block A, Mayor's Parlour, 1 Bridle Way, Milnerton.

The closing time for receipt of tenders is **10h00 on 29 September 2017**.

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

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

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

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 61C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU DEVELOPMENTS

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 138 of 2015 in Government Gazette No. 38900 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

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

Clause number	Tender Data
F.1	General
F.1.1	Actions
F.1.1.1	Add the following: The Employer is the City of Cape Town, represented by the Director: TDA-Human Settlements Implementation.
F.1.1.2	Add the following clauses after the first paragraph: The parties agree that this tender and its acceptance shall also be subject to the terms and conditions contained in the Employer's Supply Chain Management Policy ('SCM Policy'). Abuse of the supply chain management system is not permitted and may result in actions as set out in the SCM Policy.
F.1.2	Tender Documents Add the following: The following documents form part of this tender: VOLUME 1: The Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015) as published by the Construction Industry Development Board. Tenderers must obtain copies at their own cost from the Construction Industry Development Board Pretoria, Tel. () or fax () , e-mail: cidb@cidb.org.za . VOLUME 2: The relevant sections as described in the Scope of Services of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015 as gazetted in Government Gazette No. 39480, 4 December 2015, and The Amended Landscape Architectural Work Stages – January 2011, published by the South African Council for the Landscape Architectural Profession (available on their website www.sarlpa.co.za). 4. The City of Cape Town's Example CIDB document for Civil Contracts and Building Contracts, latest versions, obtainable on request from the Employer

5. The Tender

Part T1: Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable Documents

T2.1 List of returnable documents

T2.2 Returnable schedules

The Contract

Part C1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Occupational Health and Safety Agreement

Part C2: Pricing data

C2.1 Pricing Assumptions

C2.2 Activity Schedules

Part C3: Scope of work

C3.1 Scope of Work

C3.2 Annexes

Part C4: Site Information

C4.1 Site information

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

F.1.3 Interpretation

F.1.3.2 Delete the clause and replace with the following:

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

F.1.4 Communication and employer's agent

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

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

(The Employer's agent is:

Name:

Postal address: Human Settlements Implementation
Transport and Urban Development Authority (TDA)
PO Box 298
Cape Town 8000
Tel:
E-mail:

F.1.5 Cancellation and Re-Invitation of Tenders

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

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

F.1.6.2 Competitive negotiation procedure

Add the following to F.1.6.2.1:

A competitive negotiation procedure will not be followed.

F.1.6.3 Proposal procedure using the two-stage system

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

A two-stage system will not be followed.

Add the following after F.1.6.3.2.2

- F.1.6.4** **Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**
- F.1.6.4.1** **Disputes, objections, complaints and queries**
 In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):
 a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
- F.1.6.4.2** **Appeals**
 a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
 b) An appeal must contain the following:
 i) Must be in writing
 ii) It must set out the reasons for the appeal
 iii) It must state in which way the Appellant's rights were affected by the decision;
 iv) It must state the remedy sought; and
 v) It must be accompanied with a copy of the notification advising the person of the decision.
- F.1.6.4.3** **Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**
 The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.
- F.1.6.4.4** All requests referring to sub clauses F.1.6.4.1 and F.1.6.4.2 must be submitted in writing to:
The City Manager - C/o the Manager, Statutory Compliance Unit, Legal Services Department, Corporate Services and Compliance Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzig Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via fax at: (
Via email at:
- F.1.6.4.5** All requests referring to clause F.1.6.4.2.3 regarding access to information or reasons must be submitted in writing to:
The City Manager - C/o the Manager, Statutory Compliance Unit, Legal Services Department, Corporate Services and Compliance Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzig Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via fax at:
Via email at:
- F.1.7** **City of Cape Town Supplier Database Registration**
 Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

 Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzig Boulevard, Cape Town (Tel 021 400 9342/3445). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).
- F.1.8** **National Treasury Web Based Central Supplier Database (CSD) Registration**
 Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised

or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

Delete the heading Eligibility and Replace with Responsiveness Criteria

F.2.1.1 Delete the phrase and replace with the following:

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

F.2.1.2 Add the following after F.2.1.2:

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

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

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

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

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

F.2.1.4.2 Key personnel

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

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

- a) A **Principal Agent/Team Leader (The Tenderer)** with at least a B-tech 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 Multi-storey Residential Developments. The Principal Agent/Team Leader will assume full contractual responsibility with the employer and full responsibility for the professional team and all the services carried out in terms of this tender, which is primarily assembling, managing and driving the professional team. The Principal Agent/Team Leader must be a member of SACPCMP or ECSA and must provide current proof in this regard.
- b) An ECSA registered **Professional Civil Engineer/Technologist** with at least 5 (five) years verifiable post graduate experience in the planning, design and construction monitoring of multi-storey residential developments and who will be responsible for all civil infrastructure work carried out in terms of this tender. (Note: Cannot be employed by the Tenderer)
- c) An ECSA registered **Professional Structural Engineer** with at least 5 (five) years verifiable post graduate experience in the planning, design and construction monitoring of multi-storey residential developments and who will be responsible for all structural work carried out in terms of this tender. (Note: Can be employed by the Tenderer)
- d) An ECSA registered **Professional Geotechnical Engineer** with at least 5 (five) years verifiable post graduate experience in undertaking geotechnical engineering work relating to multi-storey residential developments and who will be responsible for geotechnical work required in terms of this tender. (Note: Can be employed by the Tenderer)
- e) An ECSA registered **Professional Transport/Traffic Engineer** with at least 5 (five) years verifiable post graduate experience in undertaking Traffic Impact Assessment work relating to residential developments and who will be responsible for Traffic/Transportation work required in terms of this tender. (Note: Can be employed by the Tenderer)
- f) An ECSA registered **Professional Electrical Engineer** with at least 5 (five) years verifiable post graduate experience in the planning, design and construction monitoring of multi-storey residential developments and who will be responsible for all electrical infrastructure work carried out in terms of this tender. (Note: Cannot be employed by the Tenderer)
- g) A SACQSP registered **Professional Quantity Surveyor** with at least 5 (five) years verifiable post graduate experience in undertaking quantity surveying work relating to multi-storey residential developments and who will be responsible for quantity surveying work required in terms of this tender. (Note: Cannot be employed by the Tenderer)
- h) A **Clerk of Works (Civil)** with at least 5 (five) years verifiable experience in construction site supervision relating to the construction of civil engineering infrastructure and who will be responsible for all on-site construction activities, including quality assurance, in terms of this tender. (Note: Can be employed by the Tenderer)
- i) A **Clerk of Works (Buildings)** with at least 5 (five) years verifiable experience in construction site supervision relating to the construction of multi-storey residential developments and who will be responsible for all on-site construction activities, including quality assurance, in terms of this tender. (Note: Can be employed by the Tenderer)
- j) 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. (Note: Cannot be employed by the Tenderer)
- k) A registered **Environmental Control Officer** with at least 5 (five) years verifiable experience in residential developments, who will be responsible for all environmental control work carried out in terms of this tender. (Note: Can be employed by the Tenderer)
- l) A registered **Town Planner** with at least 5 (five) years verifiable post graduate experience in town planning practice for multi-storey residential developments and who will be responsible

for all town planning work carried out in terms of this tender. Note: Cannot be employed by the Tenderer)

- m) A SACAP registered Architect with at least 5 (five) years verifiable post graduate experience in multi-story residential developments and who will be responsible, for all such work carried out in terms of this tender. The Architect will ensure that the designs are within the current urban planning design guidelines. Note: Cannot be employed by the Tenderer)
- n) A SACAP 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. Note: Can be employed by the Tenderer)
- o) An Environmental Assessment Practitioner who is preferably 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. Note: Cannot be employed by the Tenderer)
- p) 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. Note: Cannot be employed by the Tenderer)
- q) A registered Land Surveyor with at least 5 (five) years verifiable post graduate experience in surveying residential developments and who will be responsible for all such work carried out in terms of this tender, including the uploading of the Approved General Plans to the City's GIS Department, and who will be responsible for all such work carried out in terms of this tender. Note: Cannot be employed by the Tenderer)
- 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. Note: Cannot be employed by the Tenderer)
- s) A registered Conveyancing Attorney with at least 5 (five) years verifiable post graduate experience, who will be responsible for all Conveyancing work carried out in terms of this tender. Note: Cannot be employed by the Tenderer)

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

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

F.2.1.4.3 Support resources

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

F.2.1.4.4 Professional Indemnity Insurance

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

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

F.2.1.4.5 Track record of tenderer

In order to be declared responsive, the Principal Agent/Team Leader (If the Tenderer) must have successfully completed at least one Multi-story Residential Development within the past 10 years.

Where the entity tendering is a joint venture this requirement will apply to the partner that will undertake the principal agent/team leader services.

F.2.1.4.6 Minimum score for quality

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

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

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

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

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

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

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

Proposed Work Plan

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

PROPOSED WORK PLAN SCORING CHART

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

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

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

Specific experience of key personnel

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

Scoring Chart for Specific Key Personnel		
Description	Highest Scoring Option	Score
1. Experience of assigned Principal Agent/Team leader of The Tenderer	No Project Management experience relating to Multi-storey Residential Developments	0
	Successfully completed Project Management Services to 1 Multi-storey Residential Development	3
	Successfully completed Project Management Services to 2 or more Multi-storey Residential Developments	6

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

Scoring Chart for Specific Key Personnel		
Description	Highest Scoring Option	Score
3. Experience of assigned Structural Engineer	No Structural Engineering experience relating to Multi-storey Residential Developments	0
	Successfully completed Structural Engineering Services to 1 Multi-storey Residential Development	2
	Successfully completed Structural Engineering Services to 2 or more Multi-storey Residential Developments	4

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

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

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

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
7. Experience of assigned Quantity Surveyor	No Quantity Surveying experience relating to Multi-storey Residential Developments	0
	Successfully completed Quantity Surveying Services to 1 Multi-storey Residential Development	2
	Successfully completed Quantity Surveying Services to 2 or more Multi-storey Residential Developments	4

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

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
8. Experience of assigned Clerk of Works (Buildings)	No Clerk of Works (Topstructure) experience relating to Residential Developments	0
	Successfully completed Clerk of Works Services (Topstructures) to 1 Residential Development	1.5
	Successfully completed Clerk of Works Services (Topstructures) to 2 or more Multi-storey Residential Developments	3

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

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

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

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
13. Experience of assigned Architect	No Architectural Design experience relating to Residential Developments	0
	Successfully completed Architectural Design Services to 1 Residential Development	2
	Successfully completed Architectural Design Services to 2 or more Residential Developments	4

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

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

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

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

Scoring Chart for Specific Key Personal		
Description	Highest Scoring Option	Score
18. Experience of assigned Social Facilitator	No Social Facilitation experience relating to Residential Developments	0
	Successfully completed Social Facilitation Services to 1 Residential Development	2
	Successfully completed Social Facilitation Services to 2 or more Residential Developments	4

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

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

Availability/allocation of Resources

Tenderers must indicate what resources, other than the key personnel listed in clause F.2.1.1.3 above, they have at their disposal and intend allocating to this project as and when required. These resources are equipment, hardware and software and support staff. Hardware and software resources shall be listed on Schedule 12 part T2.2, returnable schedule. All support staff shall be listed on Schedule 16, Part T2.2: Returnable Schedules. Up to 10 score points will be awarded for the appropriate allocation of resources and support staff, over and above the key personnel listed, with the applicable values as follows:

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

a) HARDWARE AND SOFTWARE COMPLIMENT	
Description	Scoring Option
1. CAD or similar software package	1
2. MS Project software package	1
3. Civil/Structural Engineering Design software package	1
4. A4 to A0 Printing hardware package	1
TOTAL POSSIBLE POINTS	4

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

Track Record (Multi-storey Residential Developments)

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

COMPANY TRACK RECORD

Description	Highest scoring Option	Score
A list of similar or comparable projects successfully completed by The Tenderer's Company during the last 10 years	No Multi-Story Residential Developments completed	0
	Successfully completed 1 Multi-storey Residential Development	10
	Successfully completed 2 or more Multi-storey Residential Developments	15
	Successfully completed 1 or more Multi-storey Government Subsidised Residential Developments	20

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

NOTE: The Bid Evaluation Committee will evaluate the tender by using a basket to abide by the Preferential Procurement Policy Framework Act in order to calculate the adjudication points. The tendered percentage (excluding VAT) submitted by the responsive tenderers will be based upon an average project cost of R242 million, which will result in a Total Evaluation Basket Sum.

F.2.1.4.6 Pre-qualification criteria for preferential procurement

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

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

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

F.2.1.4.7 Clarification meeting

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

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

F.2.7 Clarification meeting

Add the following after the second sentence:

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

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

F.2.8 Seek Clarification

Add the following after the first sentence:

The tenderer warrants that it has:

- a) Inspected the Specifications and read and fully understood the Conditions of Contract.

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

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

F.2.12

F.2.12.1

Alternative tender offers

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

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

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

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

F.2.12.3

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

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

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

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

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

F.2.13

Submitting a tender offer

F.2.13.1

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

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

F.2.13.3

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

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

F.2.13.5

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

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

- Add the following to F.2.13.6:*
F.2.13.8 A two-envelope procedure will not be followed.
- Add the following sub-clause after F.2.13.9:*
F.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.
- F.2.13.11** The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:
- Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
 - The electronic version shall not be regarded as a substitute for the issued tender documents.
 - The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2.
 - Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take those into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
 - The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
 - Any non-compliance with these provisions, including effecting any unauthorized alterations to the tender documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
 - In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.
- F.2.16** **Closing time**
Add the following to F.2.16.1 after the first sentence:
F.2.16.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- F.2.16** **Tender offer validity**
Add the following to F.2.16.1 after the first sentence:
F.2.16.1 The tender offer validity period is **12 weeks (84 days)**.
Delete the clause and replace with the following:
F.2.16.2 Tender offers shall be deemed to remain valid until formal acceptance by the Employer of an offer at any time after the expiry date of the original tender offer validity period, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the tenderer.
- Any further conditions introduced by the tenderer will be considered at the sole discretion of the Employer.
- F.2.17** **Clarification of tender offer after submission**
Add the following to F.2.17 at the end of the third sentence:
A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.
- F.2.18** **Provide other material**
Delete the following word in F.2.18.1:
F.2.18.1 notarized
- Add the following to F.2.18.1 at the end of the first paragraph:*
F.2.18.1 Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT exceeds R 10 million:
- audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing.

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

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

Add the following after F.2.18.2:

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

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

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

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

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

F.2.23 **Certificates**

Add the following after the first sentence:

The tenderer is required to submit the following:

F.2.23.1 **Evidence of tax compliance**

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

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

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

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

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

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

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

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

Add the following new clause after F.2.23.2

F.2.24 Proposed Deviations and Qualifications

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

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

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

F.3 The Employer's undertakings

F.3.2 Issue Addenda

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

"two working days where possible"

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

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

F.3.4 Opening of tender submissions

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

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

F.3.8 Test for responsiveness

F.3.8.2

Delete par F.3.8.2 (c)

Replace the final sentence of F.3.8.2 with the following:
Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the material deviation.

Add the following after clause F.3.8.2

F.3.8.3 The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

F.3.9 Arithmetical errors, omissions and discrepancies

Add the following after clause F.3.9.2

F.3.9.3 In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

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

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

F.3.10 Clarification of a tender offer

Delete the clause and replace with the following:

F.3.10 The Employer may, after the closing date, request additional information or clarification from tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

Add the following paragraph below the heading:

The preference point system applicable to this tender is the 20/20 preference point system.

F.3.11.3(3)

Add the following after par F.3.11.3(3):
In addition, the following deemed B-BBEE Status Level of Contributor can be attained and such tenderers must be awarded the appropriate number of points:

In respect of Exemplified Micro Enterprises (EMEs):

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

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

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

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

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

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

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

Where

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

P_t = Price of tender or offer under consideration; and

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

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

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

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

¹ P_m is the offer of the most favourable offer.
 P_t is the offer of the tender offer under consideration.

F.3.11.7 **Scoring Financial Offers**

Add the following:

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

F.3.11.8 **Scoring Preferences**

Add the following:

Points will be awarded to tenderers who are eligible for preferences in terms of the Preference Schedule (where preferences are granted in respect of B-BBEE contribution) which is included in 12.2 Returnable Schedules.

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

F.3.11.10 Add the following new sub clause after F.3.11.9:

Risk Analysis

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

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

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

F.3.13 Acceptance of tender offer

Delete F.3.13 and replace with the following:

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

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

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

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

F.3.16 Notice to unsuccessful tenderers

Replace the heading above with:

Notice to successful and unsuccessful tenderers

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

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

F.3.17 Provide copies of the contract

Add the following after the first sentence:

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

F.3.19 Add the following after F.3.19

F.3.20 Negotiations with preferred tenderers

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

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

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

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

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

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

Annex F
(normative)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

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

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-invitation of Tenders

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

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

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

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Such clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetic errors, omissions and discrepancies

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

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

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

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

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

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

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

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

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

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

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

Where

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

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

Pmin = Comparative price of lowest acceptable tender or offer.

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

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

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

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

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

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

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

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

90/10

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

Where

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

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

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

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

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

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

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Price

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

$$NPO = W_p \times A$$

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

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

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

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

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

F.3.11.8 Scoring preferences

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

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

F.3.11.9 Scoring functionality

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

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

$$N_Q = W_2 \times S_Q / M_2$$

where: S_Q is the score for quality allocated to the submission under consideration; M_2 is the maximum possible score for quality in respect of a submission; and W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F.3.19 Transparency in the procurement process

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

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

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

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

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

" Contract start date and duration

" Contract evaluation reports

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

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

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

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

F.4.11 Contracts having future budgetary implications

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

Part T2: Returnable Documents

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CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 61C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU DEVELOPMENTS

T2.1 List of Returnable Documents

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

1. Returnable Schedules that will be incorporated into the Contract

	Pages
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2. Other documents required for tender evaluation purposes

- Joint Venture Agreement (if applicable) - append to Schedule 3.
- Curriculum Vitae of Staff as applicable - append to Schedule 13.
- Documentary evidence/proof of Professional Indemnity Insurance - append to Schedule 16.
- Any other documentary evidence/proof as required - append to Schedule 12.
- Functionality Criteria - append to Schedule 14.

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

4. C1.2 Contract Data (Part 2)

5. C2.2 Activity Schedule

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T2.2 Returnable Schedules

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SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. 61C/2017/18: **APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU DEVELOPMENTS**

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

I certify, on behalf of, _____ that:

(Name of Tenderer)

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

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this invitation to tender relates;
9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract;
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1988 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

29/09/2017
Date

.....
Name

member
Position

CITY OF CAPE TOWN

TOA: HUMAN SETTLEMENTS IMPLEMENTATION

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SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner <i>NIL</i>		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note :

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

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SCHEDULE 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MB08)

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

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

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

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

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

Signature

Position

28/09/2017

Name of Tenderer/Contractor

CITY OF CAPE TOWN

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

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

3.1 Full Name of tenderer or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder): **MEMBER**

3.4 Company or Close Corporation Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars:

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars:

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars:

3.11 Are you, aware of any relationship (family, friend, other) between any other supplier and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars:

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

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.

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

3.14.1 If yes, furnish particulars:

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

Full Name	Identity Number	State Employee Number

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

Signature

Date

28/09/2017

Name (PRINT)

(For and on behalf of _____, duly authorised)

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

(a) a member of -

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

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

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

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1997 (Act No.1 of 1997);

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

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

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

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From:
(Name of tenderer)

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 58(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore, hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the abuse of the Supply Chain Management Policy.

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

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

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

Signature _____
Print name _____
On behalf of the tenderer (duly authorised)

28/09/2017

Date

CITY OF CAPE TOWN

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SCHEDULE 7: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION

Declaration in respect of labour legislation

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE B: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

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

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

CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE				
TITLE OF PROJECT	VALUE OF CONTRACT	EMPLOYER	DATE COMPLETED	SIMILAR SERVICE
SEE ATTACHED				

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 10: SCHEDULE OF WORK EXPERIENCE OF TENDERER

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall indicate on the schedule below all Residential Developments that have been successfully completed in the past 10 years. Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary). The eligibility requirements in respect of track record will, however, be applied to the partner that will undertake the project management services.

TRACK RECORD			
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED (if applicable)
GOEIE HOOP BEKINSBURG MATSKAMP - NEW 32 UNIT APARTMENT BLOCK AT THE PLUMSTEAD RUSDOOR IN PLUMSTEAD	R30 MILLION	C	2012
CIVIL ENGINEERING SERVICES FOR THE VINES RESIDENTIAL ESTATE IN THE VAL DE VIE ESTATE PARADE	R13 MILLION		2013
RENOVATIONS TO 36 BETHA ROAD, BAKOVIA	R31 MILLION		2017
PENHILL GREENFIELDS DEVELOPMENT PART OF THE SOUTHERN CORRIDOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENT, 8000 BNG, RENTAL, MULTI-TENANT UNITS ON 200ha ERF 6645 SITE	R1867 MILLION		CURRENT PIS
PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN CAPE TOWN - PELICAN PARK PHASE 2	TO BE CONFIRMED	CITY OF CAPE TOWN	CURRENT

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 11: KEY PERSONNEL

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

1. PRINCIPAL AGENT/TEAM LEADER (THE TENDERER)				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	TEAM LEADER/ PRINCIPAL AGENT	B.TECH CIVIL ENGINEERING		24
2. CIVIL ENGINEER/TECHNOLOGIST				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	PRINCIPAL CIVIL ENGINEER	B.Sc CIVIL ENGINEERING		20
3. STRUCTURAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	PRINCIPAL STRUCTURAL ENGINEER	M.ENG. STRUCTURAL ENGINEERING		18
4. GEOTECHNICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	PRINCIPAL GEOTECHNICAL ENGINEER	M.Sc ENGINEERING GEOLOGY		36
5. TRANSPORT/TRAFFIC ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	PRINCIPAL TRAFFIC ENGINEER	B.ENG. HONS. TRAFFIC & TRANSPORTATION		16

6. ELECTRICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	PRINCIPAL ELECTRICAL ENGINEER	B.ENG. ELECTRICAL ENGINEERING		21
7. QUANTITY SURVEYOR				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	PRINCIPAL QUANTITY SURVEYOR	B.SC QUANTITY SURVEYING		39
8. CLERK OF WORKS (CIVILS)				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO. (If any)	NO. OF YEARS SPECIFIED EXPERIENCE
	CIVILS CLERK OF WORKS	N.D. CIVIL ENGINEERING	-	9
9. CLERK OF WORKS (BUILDINGS)				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO. (If any)	NO. OF YEARS SPECIFIED EXPERIENCE
	CLERK OF WORKS BUILDINGS	B.ENG. CIVIL	-	10
10. HEALTH AND SAFETY OFFICER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	SAFETY OFFICER	TECHNICAL SAFETY MANAGEMENT		20

11. ENVIRONMENTAL CONTROL OFFICER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	ENVIRONMENTAL CONTROL OFFICER	B. TECH ENVIRONMENTAL MANAGEMENT	/	7
12. TOWN PLANNER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	PRINCIPAL TOWN PLANNER	B. TECH TOWN & REGIONAL PLANNING		21
13. ARCHITECT				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	PRINCIPAL ARCHITECT / URBAN DESIGNER	URBAN DESIGN UCT		16
14. LANDSCAPE ARCHITECT				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	PRINCIPAL LANDSCAPE ARCHITECT	B. LANDSCAPE ARCHITECTURE		26
15. ENVIRONMENTAL ASSESSMENT PRACTITIONER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	ENVIRONMENTAL SCIENTIST	B.Sc. HONS ZOOLOGY		16

16. HERITAGE ASSESSMENT PRACTITIONER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	HERITAGE SPECIALIST	B. ARCHITECTURE M.B.A. OF PHILIPPINE ENVIRONMENTAL SCIENCE		17
17. LAND SURVEYOR				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	PROFESSIONAL LAND SURVEYOR	B.Sc SURVEY		26
18. SOCIAL FACILITATOR				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
-	FACILITATOR	B.SOC.SCI (SOCIAL WORK)	-	23
19. CONVEYANCER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
-	CONVEYANCER	LLB M Phil Housing & CONSTRUCTION	-	10

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TOA: HUMAN SETTLEMENTS IMPLEMENTATION

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SCHEDULE 12: SUPPORT RESOURCES

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall state below what structural hardware and software packages are available for use on this project and whether or not they are currently owned/licenced by the tenderer, or are available through other means.

HARDWARE AND SOFTWARE PACKAGE/S AVAILABLE FOR USE		
NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/ LICENCED OR OTHER
MS PROJECT	PROJECT MANAGEMENT SOFTWARE	OWNED
MS OFFICE SUIT	OFFICE SUIT, WORD EXCEL, POWERPOINT OUTLOOK	OWNED
AUTOCAD	2D AND 3D CAD SOFTWARE	OWNED
REVIT	3D CAD SOFTWARE (BUILDINGS & STRUCTURES)	OWNED
CIVIL 3D	3D DESIGN SOFTWARE FOR ALL CIVIL ENGINEERING APPLICATIONS	OWNED
PROCON	STRUCTURAL DESIGN & ANALYSIS SOFTWARE	OWNED
PLS CAD	OVERHEAD TRANSMISSION & NETWORK DESIGN (ELECTRICAL)	OWNED
POWER MASTER	ELECTRICAL NETWORK SIMULATION	OWNED
CITY ENGINE	3D URBAN DESIGN SOFTWARE	OWNED
WIN QS	QUANTITY SURVEYING SOFTWARE	OWNED
INFO MATE	SURVEYOR SOFTWARE	OWNED
DOT PLOTS GOOD	BOREHOLE AND TEST PIT LOGGING SOFTWARE	OWNED
2X PHOTOSTAT & PENTON	PRINTING	OWNED

SIGNED ON BEHALF OF TENDERER:

4 of 1

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 61C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU DEVELOPMENTS

SCHEDULE 13: PROFESSIONAL INDEMNITY INSURANCE

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

PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM
SEE ATTACHED		

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 14: FUNCTIONALITY CRITERIA

The Tenderer shall provide information for the functionality criteria listed in this Returnable Schedule.

The Tenderer's attention is drawn to the appropriate clause(s) in the Tender Data for a more detailed explanation of the functionality criteria given in the table below and how the score will be calculated (with applicable values).

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

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

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 15: PROPOSED WORK PLAN

Tenderers are referred to the appropriate clause(s) of the Tender Data and shall append their proposed work plan to this Schedule

SEE TENDER ATTACHMENTS

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TOA: HUMAN SETTLEMENTS IMPLEMENTATION

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THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION
PROGRAMME AND NEW GRU DEVELOPMENTS

SCHEDULE 16: CONFIRMATION OF REGISTRATION / ACCREDITATION

OHSAS 18001

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

Certificate No:

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TDA: HUMANI SETTLEMENTS IMPLEMENTATION

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SCHEDULE 17: OTHER CRITERIA

Not applicable to this tender.

SIGNED ON BEHALF OF TENDERER:

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CITY OF CAPE TOWN

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SCHEDULE 1B: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

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

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT (Weeks)
	PROJECT MANAGER / PRINCIPAL AGENT	ASSISTANT PROJECT MANAGER / PRINCIPAL AGENT	B.ENG. CIVIL PL.ENG. 20040116	180
	PROJECT ADMINISTRATOR	PROJECT ADMINISTRATION	-	180
	SENIOR STRUCTURAL DESIGNER	STRUCTURAL DESIGN	CAD SYSTEMS	80
	SENIOR ARCHITECT TECHNICIAN	ARCHITECTURAL DRAFTING	N. DIP ARCH	40
	CIVIL DESIGN TECHNICIAN	CIVIL ENGINEERING DESIGN	B.TECH CIVIL	80
	ELECTRICAL TECHNICIAN	ELECTRICAL DESIGN	N. DIP. ELECTRICAL	80

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 19: SCHEDULE OF SUB-CONTRACTORS

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

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

SUB-CONTRACTORS		
Sub-contractor's name	Work activities to be undertaken by the Sub-contractor	Estimated value of work (Rand)
CONSULTANT	STRUCTURAL ENGINEER, CIVIL ENGINEER, CIVIL COURSEWORKS	R 2,122,960-00
	ARCHITECT	R 1,779,540-00
	ENVIRONMENTAL CONSULTANT	R 359,030-00
	HERITAGE ASSESSMENT	R 171,710-00
	TOWN PLANNER	R 468,500-00
	QUANTITY SURVEYING	R 1,311,240-00
	HEALTH & SAFETY OFFICER	R 374,640-00
	ENVIRONMENTAL CONTROL OFFICER	R 249,760-00
	LANDSCAPE ARCHITECT	R 280,980-00
	CONVEYANCING	R 249,760-00
	TRAFFIC ENGINEERING	R 249,760-00
	SOCIAL FACILITATION	R 187,320-00
	GEOTECHNICAL INVESTIGATING	R 187,320-00
	ELECTRICAL ENGINEERING	R 1311,240-00
	LAND SURVEYING	R 249,760-00

BASIS ON THE AVAILABILITY ESTIMATED NUMBER OF RESIDENTIAL UNITS AS STATION, NUMBER 587 UNITS

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TOA: 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
<i>NIL</i>	<i>NIL</i>	<i>NIL</i>

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE Z1 : 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.	06/09/2017	NOTICE TO TENDERS NO.1 TENDER NO. 61C/2017/18
2.	14/09/2017	NOTICE TO TENDERS NO.2 TENDER NO. 61C/2017/18
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

.....

TOA: HUMAN SETTLEMENTS IMPLEMENTATION
CONTRACT NO. 61C/2017/18

NOT USED)

NO7 4560

20504

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 (8) will be 7 calendar days before tender closing.

APPOINTED ON BEHALF OF TENDERER: 0000000000

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

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SCHEDULE 23: PREFERENCE SCHEDULE

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

1 Definitions

The following definitions shall apply to this schedule:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1993).

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 authorized 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 exemplified 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), CMC Centre, 12 Hereng Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) accept that, further to 5) above, Consortia/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 Consortia/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:

$$\text{Penalty} = 5/100 \times (B-BBEE^* - B-BBEE^2) \times P^*$$

where:

B-BBEE* = 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-BBEE² = 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	4
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 CGT 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 will satisfy the conditions pertaining to the granting of preferences.

Signature

Date _____

Name (PRINT)

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

For official use,

SIGNATURE OF CITY OFFICIALS AT
QUOTATION ()

1.

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

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

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

Sub-contractor Name	Nature of sub-contracting	QSE, EME or Co-operative	Black ownership % of QSE, EME or Co-operative	Designated group (youth, women, disabled, rural or township, military veteran)	Value of sub-contracting (including VAT)
NOT APPLICABLE					R
					R
					R
					R
					R
					R
					R
					R
					R
					R
					R
					R
					R
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					R
					R
					R
					R
					R
					R
					R
					R
					R
					R
Total value of sub-contracting (B)					R

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 CLAUSE F.2.1.4.7	30%

SIGNED ON BEHALF OF TENDERER:

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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	76 – 80
C1.2 Contract Data	81 – 89
C1.3 Occupational Health and Safety Agreement	90
C1.4 Insurance Broker's Warranty	91

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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 61C/2017/18: APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU 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 tendered percentage (excluding VAT, as contained in Part C2.2 Pricing Data, shall form the tender offer. These percentages shall be multiplied, as applicable, by the quantities required in respect of relevant items to develop Individual Works Projects, to be allocated in accordance with the procedures described in Part C1.2 Contract Data in this Contract document.

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

Signature(s)

Name(s)

Capacity

for the tenderer

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

Date ... 28/09/2017 ...

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature

Name

Capacity

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

Name and
signature
of witness

Date

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 these 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 cannot; of this agreement as a complete and accurate memorandum thereof, failing which the tender shall constitute the binding contract between the parties.

Signature

Name

Capacity *DIRECTOR : HOUSING DEVELOPMENT*

for the
Employer

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

Name and
signature
of witness

Date *31.01.2020*



Schedule of Deviations

Notes:

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

**COMPLETED RANGE
ACCEPTANCE STAGE**

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

ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE

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

For the Tender

Signature(s)
Name(s)
Capacity Mentor
(Name of organization/tenderer) CCF
(Address of organization/tenderer)
Name and signature of witness Date 03/01/2020

ONLY TO BE USED AT
COMPETITIVE BIDDING
PROCESS

For the

Signature(s)
Name(s)
Capacity DIR: HSG DEV
(Name and address of organization) CITY OF CAPE TOWN
Tower Block, Civic Centre,
12 Hertzog Boulevard
Cape Town
Name and signature of witness Date 31-01-2020

Confirmation of Receipt

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

the 3

of February

2020 (year)

at Cape Town

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

For the Service Provider:

Signature(s)

Name(s)

Capacity

Member

Signature and name of witness:

Signature

Name

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 61C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU DEVELOPMENTS

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

Add the following to the definition of Employer:

The Employer is the CITY OF CAPE TOWN.

Replace the definition of Key Persons with the following:

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

Add the following to the definition of Period of Performance:

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

60 months from contract commencement date

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

Studies, Investigations, etc.:

Stage 1: Inception

Stage 2: Concept and Viability

Stage 3: Design and Development

Stage 4: Documentation and Procurement

Stage 5: Construction

Stage 6: Close Out

Add the following to the definition of Project:

The project is the **APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU 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: PO 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 "8 weeks" with "21 days".

Clause 3.9.3:

Add the following:

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

Clause 3.12.1

Add the following:

The penalty amount per day is as follows:

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

3.17.3 Variations in Customs Surcharge and Customs Duty

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

3.17.4 Value of Imported resources at Base Date

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

3.17.5 Variation in labour and material costs of imported resources

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

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

Clause 4.7:

Add the following:

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

Clause 5.4.1:

Add the following:

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

- a) Professional Indemnity (PI) insurance providing cover in an amount of not less than 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 policies 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 10 and 11, 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 Clause 14.4:

Clause 14.5: Tax Invoices

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

The Service Provider shall provide a tax invoice (VAT invoice) which shall be included with each account delivered to the Employer in terms of Clause 14. Failure by the Service Provider to provide a tax invoice (VAT invoice) timely 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

TOA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 61C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU DEVELOPMENTS

C1.3 Occupational Health and Safety Agreement

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

(Service Provider/Mandatory Company/CC Name)

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

I,, representing

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

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

COD 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 BRACKENFEL on the 28 day of SEPTEMBER 2017

Signed at CAPE TOWN on the 31 day of JANUARY 2020

Witness

For and on behalf of
City of Cape Town

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 61C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU DEVELOPMENTS

C1.3 Occupational Health and Safety Agreement

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

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

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

I,, representing

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

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

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/her 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 BRACKENFEL on the 28 day of SEPTEMBER 2017

Witness

And

Signed at on the day of 20

Witness

for and on behalf of
City of Cape Town

CITY OF CAPE TOWN

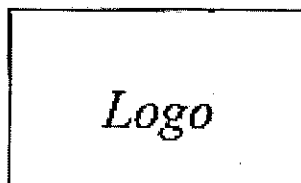
TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 61C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU DEVELOPMENTS

C1.4 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

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

Dear Sir

CONTRACT NO.: 61C/2017/18

CONTRACT TITLE: APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU DEVELOPMENTS

NAME OF CONTRACTOR: _____

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

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

Yours faithfully

Signed: _____

For: _____

Part C2: Pricing Data

	Pages
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C2.2 Activity Schedule.....	95 – 97

CITY OF CAPE TOWN

TOA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 61C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU 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 table shall be used for proportioning the tendered fee for all services, for each discipline, over the various stages of the services:

Stage of Services	Percentage points for each stage
1. Inception	5
2. Concept and Viability	25

3. Design Development	25
4. Documentation and Procurement	15
5. Contract Administration and Inspection	25
6. Close-Out	5

- B. 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 for the Community Residential Programme (CRU) 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. 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, travelling, 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 pricing the Activity Schedule below, the 2015 Draft Redevelopment of Public Sector Hostels and Rental Housing Stock Policy of the National Department of Human Settlements is a useful document that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable. A copy of this document is attached as Annexure C to this tender document.

CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 61C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU DEVELOPMENTS

C2.2 Activity Schedule

The Employer's objective of this tender is to obtain the services of a panel of four (4) teams of multidisciplinary professional consultants, consisting of the key personnel as listed above. These consultants will be utilized City wide to plan, design and monitor the construction of various multi-storied subsidised residential developments, by means of the Community Residential Unit Programme (CRU), which will include the required infrastructure and related services. Based upon recent surveys undertaken by the City of Cape Town, the following developments has initially been identified as priority projects for the implementation of these multi-storey residential units:

Project Name	Extent of Project	Minimum estimated number of residential units per project	Estimated cost per residential unit including professional fees	Estimated cost per project including professional fees
Gugulethu	Civil, Electrical and Buildings	1000	R380 000.00	R380 million
Nyanga	Civil, Electrical and Buildings	700	R380 000.00	R268 million
Langa	Civil, Electrical and Buildings	450	R350 000.00	R171 million
Hangberg Phase 2	Civil, Electrical and Buildings	200	R380 000.00	R 78 million
		Average estimated number of residential units per project, based upon the above	Average estimated cost per residential unit including professional fees	Average estimated cost per project including professional fees
		597	R380 000.00	R223 million

NOTE: The Employer reserves the right to change/replace/add to the above-mentioned projects if deemed necessary.

As it is the intention of the Employer to develop these projects simultaneously over a period of 5 years, the Employer has taken cognisance of the fact that a single team of Consultants will not be able to manage all the above projects.

METHOD FOR AWARDED PROJECTS:

Subject to the tendered percentage submitted below, the Employer will therefore be awarding the above projects amongst the four (4) 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 project with the most number of estimated residential units
- The 2nd highest ranked tenderer will be awarded the project with the second most number of estimated residential units
- The 3rd highest ranked tenderer will be awarded the project with the third most number of estimated residential units
- The 4th highest ranked tenderer will be awarded the project with the fourth most number of estimated residential units

Thereafter, should more multi-storey residential projects be implemented within the 5-year period, the process for awarding these projects will be as follows:

Subject to the performance of the tenderers on the above projects:

- The highest ranked tenderer will be offered the 5th project at the same terms and conditions as this tender.
- The 2nd highest ranked tenderer will be offered the 6th project at the same terms and conditions as this tender.
- The 3rd highest ranked tenderer will be offered the 7th project at the same terms and conditions as this tender.
- The 4th highest ranked tenderer will be offered the 8th project at the same terms and conditions as this tender.
- Should the highest ranked tenderer not accept the offer, then the offer will be made to the 2nd highest ranked tenderer.
- Should the 2nd ranked tenderer not accept this offer either, then the offer will be made to the 3rd highest ranked tenderer.
- Should the 3rd ranked tenderer not accept this offer either, then the offer will be cancelled and a new tender process will be implemented.
- The above process will be followed for all future multi-storey residential projects implemented within the 5-year period.

In the event that less than four (4) teams of consultants are found to be responsive and ranked according to price and preference, the City will then determine which projects will be assigned to each consultant. This determination will be based upon a risk analysis being undertaken by the City.

NOTE:

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

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

Tenderers are to note that the possibility exists that not all key personnel listed in Schedule 11 above would be required for any of the projects. Therefore, the successful tenderers would have to provide a breakdown of their tendered percentage, inserted below, for each key personnel, before appointment to any project. 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 as 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 based upon one project with an average construction cost as stated.

ITEM 1.

TOTAL PROFESSIONAL FEES SUBMITTED AS A PERCENTAGE OF THE CONSTRUCTION COST FOR THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES FOR MULTI-STOREY RESIDENTIAL DEVELOPMENTS (refer to the Scope of Works)				
ITEM NO.	SCOPE OF SERVICES	AVERAGE CONSTRUCTION COST OF A PROJECT INCLUDING ALL PROFESSIONAL FEES AND A 10% CONTINGENCY, BUT EXCLUDING VAT	TENDERED PERCENTAGE	AMOUNT
1.1	STAGE 1 - 0: INCEPTION, CONCEPT AND VIABILITY, DESIGN DEVELOPMENT, DOCUMENTATION, PROCUREMENT, INCEPTION AND CLOSE OUT	R223 600 000.00	7,0 %	R15,610,000.00

ITEM 2

PROFESSIONAL FEES BASED UPON A RATE PER HOUR FOR ANY OTHER 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 1,200-00
3.2	CIVIL ENGINEER/TECHNOLOGIST	R 815-00
3.3	STRUCTURAL ENGINEER	R 815-00
3.4	GEOTECHNICAL ENGINEER	R 815-00
3.5	TRANSPORT/TRAFFIC ENGINEER	R 815-00
3.6	ELECTRICAL ENGINEER	R 815-00
3.7	QUANTITY SURVEYOR	R 815-00
3.8	CLERK OF WORKS (CIVILS)	R 605-00
3.9	CLERK OF WORKS (BUILDINGS)	R 605-00
3.10	HEALTH AND SAFETY OFFICER	R 650-00
3.11	ENVIRONMENTAL CONTROL OFFICER	R 650-00
3.12	TOWN PLANNER	R 815-00
3.13	ARCHITECT	R 815-00
3.14	LANDSCAPE ARCHITECT	R 815-00
3.15	ENVIRONMENTAL ASSESSMENT PRACTITIONER	R 695-00
3.16	HERITAGE ASSESSMENT PRACTITIONER	R 750-00
3.17	LAND SURVEYOR	R 815-00
3.18	SOCIAL FACILITATOR	R 605-00

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. 61C/2017/18: **APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU 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

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CITY OF CAPE TOWN

TDA: HUMAN SETTLEMENTS IMPLEMENTATION

CONTRACT NO. 61C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU DEVELOPMENTS

C3.1 Scope of Work

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

1. INTRODUCTION

In 2010 the City appointed consultants to do a survey of all the existing hostels within the City of Cape Town. This survey was done in Langa, Gugulethu, Nyanga, Mfuleni and Lwandle. The purpose of this survey was to develop a priority model for these hostels and as such the City would be able to address the needs of these hostel dwellers. This priority model would then also provide an objective view of the current hostel conditions. After the survey was completed, it was determined that these hostels would be upgraded into multi-storey residential units, or commonly referred to as Community Residential Units.

Concurrent to this Hostels Survey being done was a land search which sought to determine if there were any vacant pieces of land which the City could use for Housing Development. This land search identified certain land parcels which could be used for multi-storey developments, particularly for the Hostel dwellers and for these beneficiaries who did not qualify for a government housing subsidy.

As a result of the above, a panel of 4 professional consulting teams, each comprising of the key personnel as described in Schedule 11 of this tender document, is 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 61C/2017/18: **APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU DEVELOPMENTS**, which will be evaluated using a financial offer and preferences based system as described in the tender data.

2. BACKGROUND

During the apartheid era, hostels were built as single-sex accommodation for Black African Men who were employed to provide cheap labour for various companies within the larger cities of South Africa. As part of the migrant policies of that time, these companies were required to provide hostel accommodation for their labourers as a prerequisite of their employment.

Subsequently, numerous hostels were erected predominantly in the township areas of Langa, Gugulethu and Nyanga on land parcels owned by the government.

When influx control measures were abolished in South Africa, most of these hostels were abandoned by the companies who built them, resulting in uncontrolled proliferation of these hostel units and resulting in overcrowding of the hostels and proliferation of informal structures in between the hostels.

In 2014/15 a feasibility study was done in Nyanga K & L Sections as well as in Gugulethu Section 2 Block B and Gugulethu Section 3, covering WJM, Dura, JoycaNexolo, Inyangazabantu and Nomalungelo Hostels, together with a portion Gxagxa that is situated between Dairybelle and WJM Hostels, which provided development and density options for the proposed developments. This document will be made available to the successful tenderers.

In 2014 the City began the construction of the Langa CRU (Phase 1). This comprised the construction of 483 new Community Residential Units for hostel dwellers and their families residing in the "Special Quarters Hostels", "New Flats Hostels" and the "Siyahlala" Informal Settlement. Once these families are assisted, the old existing hostels and informal structures would be demolished to make way for further development.

Similar situations are encountered in Gugulethu and Nyanga which would also entail a similar approach as taken in Langa.

The City has also identified certain land parcels in various areas of Cape Town where new Community Residential Unit Developments are planned for, hence the purpose of this tender.

3. EMPLOYER'S OBJECTIVE

The employer's objective is to develop identified land parcels including existing hostel footprints in Gugulethu, Nyanga, Langa and Hangberg into multi-storey community residential units, which will accommodate those beneficiaries who have been approved to receive accommodation. Tenderers are to note that particularly in Gugulethu Section 2 and 3, as well as in Nyanga, the only available land is the footprints on which the existing Hostels are located. Successful tenderers would therefore be required to provide an assessment of the land need required in order to de-densify the areas.

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.

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 multi-storey community residential developments from "Inception" to "Close out". The initial developments involve providing the Consulting Services for the procurement of multi-storey residential units in Gugulethu, Nyanga, Langa and Hangberg.

Part of the professional services requirements includes:

- Acquisition of the necessary land use rights for procurement of the project;
- Provide an assessment of the land need requirements in order to de-densify the area;
- Provide a survey and feasibility study to:
 - Determine the latest numbers and relevant details of the current tenants
 - Determine which of the tenants could be permanently placed elsewhere outside of the hostel developments
 - Provide the opportunity to provide alternative designs that considers high density development

- Assist in the identification and acquisition of land for temporary and/or permanent relocation;
- Satisfaction of the necessary heritage requirements for procurement of the project;
- The demolition of vacant CRU units and construction of new Infill CRU units where required;
- The design and construction monitoring of the required civil and electrical infrastructure;
- The design and construction monitoring of new CRU units;
- The re-location of hostel dwellers from their current hostels location into these new CRU units;
- Liaison with an inter-departmental City task team comprising Inter alia Heritage, Arts & Culture, Urban Design, Property Management, Energy, Water and Sanitation, TDA, Housing and Tourism representatives and external role-players. It is the intention that these Buildings are developed in line with the current HIA (Heritage Impact Assessment).

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 WDC. (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 is responsible for the timely submission of all building plans for registration with, scrutiny and acceptance by Council's Building Control Officer.

e) The Principal Agent 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 connectors
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flow.

- Prepare proactive 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/Technologist 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 design, 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 clients 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, guaranteed 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 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 s/s 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 residential units.

4.7 Quantity Surveying Services

The Quantity Surveyor will be responsible for the following:

4.7.1 Inception,

- Assisting in developing a clear project brief
- Attending project initiation meetings
- Advising on the procurement policy for the project
- Advising on other professional consultants and services required
- Defining the quantity surveyor's scope of work and services
- Concluding the terms of the client/quantity surveyor professional services agreement with the client
- Advising on economic factors affecting the project
- Advising on appropriate financial design criteria
- Providing necessary information within the agreed scope of the project to the other professional consultants

And for which the following deliverables are applicable:

- o Agreed scope of work
- o Agreed services
- o Signed client/quantity surveyor/professional services agreement

4.7.2 Concept and Viability,

- Agreeing the documentation programme with the principal consultant and other professional consultants
- Attending design and consultants' meetings
- Reviewing and evaluating design concepts and advising on viability in conjunction with the other professional consultants
- Receiving relevant data and cost estimates from the other professional consultants
- Preparing preliminary and elemental or equivalent estimates of construction cost
- Assisting the client in preparing a financial viability report
- Auditing space allocation against the initial brief
- Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants

And for which the following deliverables are applicable:

- o Preliminary estimate(s) of construction cost
- o Elemental or equivalent estimate(s) of construction cost
- o Space allocation audit for the project

4.7.3 Design and Development,

- Reviewing the documentation programme with the principal consultant and other professional consultants
- Attending design and consultants' meetings
- Reviewing and evaluating design and outlining specifications and exercising cost control in conjunction with the other professional consultants
- Receiving relevant data and cost estimates from the other professional consultants
- Preparing detailed estimates of construction cost
- Assisting the client in reviewing the financial viability report
- Commenting on space and accommodation allowances and preparing an area schedule
- Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants

And for which the following deliverables are applicable:

- o Detailed estimate(s) of construction cost
- o Area schedule

4.7.4 Documentation and Procurement,

- Attending design and consultants' meetings
- Assisting the principal consultant in the formulation of the procurement strategy for contractors, subcontractors and suppliers
- Reviewing working drawings for compliance with the approved budget of construction cost and/or financial viability
- Preparing documentation for both principal and subcontract procurement
- Assisting the principal consultant with calling of tenders and/or negotiation of prices
- Assisting with financial evaluation of tenders
- Assisting with preparation of contract documentation for signature

And for which the following deliverables are applicable:

- o Budget of construction cost
- o Tender documentation
- o Financial evaluation of tenders
- o Priced contract documentation

4.7.5 Construction,

- Attending the site handover
- Preparing schedules of predicted cash flow
- Preparing proactive estimates for proposed variations for client decision-making
- Attending regular site, technical and progress meetings
- Adjudicating and resolving financial claims by the contractor(s)
- Assisting in the resolution of contractual claims by the contractor(s)
- Establishing and maintaining a financial control system

- Preparing valuations for payment certificates to be issued by the principal agent
- Preparing final account(s) including re-measurement(s) as required for the works on a progressive basis

And for which the following deliverables are applicable:

- o Schedule(s) of predicted cash flow
- o Estimates for proposed variations
- o Financial control reports
- o Valuations for payment certificates
- o Progressive and draft final account(s)

4.7.6 Close out

- Preparing valuations for payment certificates to be issued by the principal agent
- Concluding final account(s)

And for which the following deliverables are applicable:

- o Valuations for payment certificates
- o Final account(s)

4.8 Clerk of Work Services (Civil works)

4.8.1 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.

4.9 Clerk of Work Services (Topstructures)

4.9.1 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.

4.10 Health and Safety Officer Services

4.10.1 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

4.11 Environmental Control Officer Services

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

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

4.12 Town Planning Services

4.12.1 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 organisations);
- 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.

4.12.2 Application for Township Establishment

- Once the Subdivision Plan has 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 Council's 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.

4.12.3 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.

4.12.4 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.

4.12.5 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.

4.12.6 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 residential 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.

4.13. Architectural Services

4.13.1 The Architect will be responsible for the following:

4.13.2 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

4.13.3 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.

4.13.4 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.

4.13.5 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 the 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.

4.13.6 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.

4.13.7 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.

4.14 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.saculap.co.za), as amended or amplified upon in the project brief below.

4.14.1 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.

4.14.2 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.

4.14.3 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.

4.14.4 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 timely 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.

4.14.5 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.

4.14.6 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.

4.15 Environmental Assessment Services

4.15.1 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 Department's 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.

4.16 Heritage Assessment Services

4.16.1 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.

4.17 Land Surveying Services

4.17.1 The Land Surveyor will be responsible for the following:

Subsided Surveyor - The Land Surveyor's services will be required at 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,

4.10. Social Facilitation Services

4.10.1 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 Councilor on calling the public meetings.
- No public meeting will be organised by a Community Facilitator without an approval of the COCT Project Manager and the respective Steering Committee and Ward Councilor.
- 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.
- COCT 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 even by a qualified attorney listing restrictive conditions, if any, and certifying zoning of these even.

5. EXTENT OF THE SERVICES

The employer's objective is to develop predominately occupied land parcels in Gugulethu, Nyanga, Langa and Hanburg into multi-storey residential units, which will accommodate those beneficiaries who have been approved to receive accommodation. As the location of these developments are situated in various townships, 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 one development, to plan, design, implement and complete the project 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 townships of Gugulethu, Nyanga, Langa and Hanburg. Safety of persons and property is therefore of

paramount importance, closely followed by the minimization 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 constructing multi-storey community residential developments on land parcels within the townships of Gugulethu, Nyanga, Langa and Langberg.

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 203 of 2011: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 40 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 coordinate 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 cognizance 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 finalized, 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 services 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 timeliness 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 complete 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 Topostructure 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.

**7.4 The Service Provider shall submit a revised programme as and when required by the Employer.
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 Provider's 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 completion of specifications for this project. International standards should only be used where no national standards exist, or where it is the norm to use or refer to international standards.

10. APPROVALS

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

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

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

11. PROCUREMENT

11.1 Preferential Procurement

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

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

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

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

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

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

The Contractor shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practice, of the B-BBEE status level of every sub-contractor employed by the Contractor. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

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

11.3 Forms for contract administration

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

- **B-BBEE Sub-contract Expenditure Report (Annex 1)**
- **Joint Venture Expenditure Report (Annex 2)**

The **B-BBEE Sub-contract Expenditure Report** is required for monitoring the prime contractor's compliance with the sub-contracting conditions of the **Preference Schedule**.

The **Joint Venture Expenditure Report** is required for monitoring the joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference points in respect of its consolidated B-BBEE scorecard.

In respect of Annexes 1 and 2, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in the **Preference Schedule** in Part 12.2 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. All 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 b-tech 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 multi-storey Government Subsidised Residential 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, PMA, 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 multi-storey residential 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 multi-storey residential 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 multi-storey residential 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 multi-storey residential 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 multi-storey residential developments and who will be responsible for all electrical infrastructure work carried out in terms of this tender.
- g) A SACOSP registered Professional Quantity Surveyor with at least 5 (five) years verifiable post graduate experience in undertaking quantity surveying work relating to multi-storey residential developments and who will be responsible for quantity surveying work required in terms of this tender.
- h) 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.
- i) A Clerk of Works (Buildings) with at least 5 (five) years verifiable experience in construction site supervision relating to the construction of multi-storey residential developments and who will be responsible for all on-site construction activities, including quality assurance, in terms of this tender.
- j) 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.
- k) A registered Environmental Control Officer with at least 5 (five) years verifiable experience in residential developments, who will be responsible for all environmental control work carried out in terms of this tender.
- l) A registered Town Planner with at least 5 (five) years verifiable post graduate experience in town planning practice for multi-storey residential developments and who will be responsible for all town planning work carried out in terms of this tender.
- m) A SACAP registered Architect with at least 5 (five) years verifiable post graduate experience in multi-storey residential developments and who will be responsible, for all such work carried out in terms of this tender. The Architect will ensure that the designs are within the current urban planning design guidelines.
- n) A SACAP 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.

- e) An Environmental Assessment Practitioner, whose preferably 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.
- f) A Heritage Assessment Practitioner who is preferably registered with APHP – Association for Professional Heritage Practitioners and has at least ten (5) years verifiable post graduate experience in processing heritage impact assessments 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.
- g) A registered Land Surveyor with at least 5 (five) years verifiable post graduate experience in surveying residential 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.
- h) 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 residential housing property 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. G1C/2017/18

APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU DEVELOPMENTS

C3.2 Annexes

Annex 1: B-BBEE Sub-contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

Annex 3: Draft Redevelopment of Public Sector Hostels and Rental Housing Stock Policy

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
Contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
Total:				R
Expressed as a percentage of P*				%

¹ Documentary evidence to be provided

ANNEX 1

CITY OF CAPE TOWN

Signatures

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

D
ate:

Verified by
Employer's
Representative:

Date:

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO. _____

Value of the contract (as defined in
Schedule 1B: 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
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

The National Housing Code

SOCIAL & RENTAL INTERVENTIONS

Redevelopment of Public Sector Hostels and Rental Housing Stock

Institutional Subsidies

Social Housing Policy

Subsidy Quantum - Social & Rental Interventions

FINAL DRAFT No. 10: 13 September 2016

Volume 6



human settlements

Department of
Human Settlements
REPUBLIC OF SOUTH AFRICA

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2. Application for Programme Funding
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4. Project Management and Facilitation
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1. PART A: POLICY INTENTION

The Community Residential Units (CRU) Programme provides grant funding to provinces and municipalities for the upgrading, conversion, or complete redevelopment of existing State owned rental stock including hostels and existing occupied inner city or township buildings already owned or to be taken over by a provincial or municipal government. It is linked to the provision of secure rental tenure arrangements for lower income households. The CRU programme seeks to bridge the divide between rental housing provided by housing institutions through funding obtained under the Social Housing Programme and state owned rental housing options for lower income households.

The revised CRU Programme of 2016 will not fund new rental housing developments in "Greenfield" and in infill schemes in existing towns. The delivery of new rental housing options for the income group earning up to R5 500 per month has been transferred to the revised new Social Housing Programme. The policy and funding mechanisms pertaining to these developments will be dealt with in the Social Housing Policy.

The Revised CRU Programme will however continue to fund greenfield new build projects and Greenfield infill schemes only where these projects are directly linked to the re-development of public sector hostels or state owned rental stock where de-densification is required or where the existing buildings are to be demolished and replaced with new rental housing stock.

- 1.4 The revised CRU Programme will also in extraordinary circumstances fund the redevelopment of existing inner city building that are taken over by Municipalities as an option of last resort. These buildings are abandoned and/or relinquished by the property owners and are in a state of disrepair and pose a threat to health and safety. The funding will be limited to the redevelopment cost only as there is no acquisition cost.

- 1.5 The CRU programme targets low income persons and households earning below R5 500 per month who are unable to access existing formal private rental options. The household income threshold will be reconsidered on a regular basis by the National Department and under the approval authority of the Minister of Human Settlements.
- 1.6 The potential beneficiaries of the state owned rental options that will be provided under the CRU Programme are found in a variety of existing circumstances and includes the following, but is not limited thereto:
- Occupants of public sector owned and gray sector hostels who often live in overcrowded, poorly maintained and poor quality accommodation;
 - Informal Settlements residents;
 - Households living in poor quality informal back yard accommodation;
 - Households living in existing provincial and/or municipal owned rental housing stock that is not transferable and which has been poorly maintained; and
 - Households living in existing inner city or township buildings owned by or intended to be taken over by provincial or municipal government as a result of such buildings requiring government intervention for whatever legitimate reason.
- 1.7 The CRU Programme provides a coherent strategy for dealing with the upgrading, maintenance and administration/management of many different forms of existing public sector owned rental accommodation. This includes:
- Existing municipal and provincial high density and unsalable/un-transferable housing stock;
 - Public sector hostels, that includes the upgrading, redevelopment and, where required, extensions of the rental housing complexes to accommodate overcrowding circumstances; and
 - Existing occupied inner city or township buildings owned by, or not owned by the state, but requiring government intervention and intended to be taken over by the province or municipality.
- 1.9 The CRU programme is based on the provision of a capital grant to cover the full costs of any redevelopment or refurbishment. The operational costs attached to the administration and management of the rental stock created through the programme will not be funded under the Programme and must be recovered through the charging and collection of Economic Cost Recovery rentals from tenants.
2. 1.10 The CRU programme replaced the "National Hostel Re-development Programme" and the proposed "Affordable Rental Housing Programme". It is complementary to, and runs parallel to the National Social Housing Programme but is orientated towards the low income segment of the rental market.

3. The programme should be seen as forming a basis for stepping or transitioning informal and inadequately housed tenants into the formal housing market.

4. 1.11 The allocation of rental housing units provided under the CRU Programme must not be regarded as the only option available to existing inhabitants of the housing units. In considering the allocation of redeveloped rental units other alternative housing options best suited for the specific beneficiaries' income and affordability profile and needs must be evaluated. These options include free housing subsidy financed, or partly subsidy financed housing both on the existing occupied site and/or on any alternative sites. It must not be assumed that rental is the best and desired option for all beneficiaries. Datalogging the best options is an essential part of any CRU feasibility study financed through the CRU feasibility grant.

5. 1.12 The provision of the rental accommodation is therefore dependent on the beneficiary's ability and willingness to, as a minimum criterion, pay the applicable Economic Cost Recovery rentals. Where current tenants are not able to afford the said rentals but are placed in a rental option, it is the responsibility of the municipality to provide explicit additional operational subsidies from clearly defined alternative and own sources or to re-house the affected households to affordable housing options such as free subsidy funded houses.

2. APPLICATION OF THE CRU PROGRAMME

2.1 The CRU programme will apply to:

- a) Public hostels that are owned by Provincial Governments and municipalities;
- 6.
- 7. b) "Grey" sector hostels, which are hostels that have been constructed on public sector owned land but are administered and managed by private sector companies for their own purposes;
- 8.
- c) Public sector owned rental housing stock that are unsalable and/or un-transferable and have to be managed as rental accommodation by the public sector owner;
- 9.
- d) Post 1994 newly developed public residential accommodation owned by Provincial Departments and municipalities developed under the CRU Programme directives and funding; and dysfunctional, abandoned, and/or distressed occupied buildings in inner city or township areas that have been taken over just before the implementation of this revised CRU policy or are intended to be taken over by a municipality or provincial government as indicated in the previous section;
- e) Where such buildings as described in (d) above are currently unoccupied, the upgrading and/or conversion thereof must be undertaken through the provisions of the National Social Housing Programme. This will require the organ of the state to make the properties so taken over available to social housing institutions through a public tender invitation process.

10.

11. 2.2 The CRU programme will not apply to the following:

12.

- a) Hostels or residential accommodation owned by provincial departments and municipalities that are being solely used to accommodate public sector and or municipal employees are excluded from the provisions and benefits available under the CRU programme;

- b) In respect of Greenfield and Intel Fund owned by municipalities and provinces that are regarded suitable for the development of new rental housing, and the relevant organ of the State wishes to access grant funding for that purpose, the land must be marketed and sold to, or be made available on a long term lease basis to social housing institutions accredited under the Social Housing Act, 2008 for the development thereof for affordable rental housing in terms of the provisions of the National Social Housing Programme. The disposal of the land or buildings for this purpose must be administered in terms of the prescribed procurement regulations and a process that is open, fair, competitive and equitable; and
- 13.
- c) There might be circumstances where the housing stock has been transferred to individual beneficiaries through sectional title ownership schemas but not all of the residents took ownership of their units and the PD or municipality remains as one of the sectional title owners. The CRU programme will not be applied to such housing stock.

3. OBJECTIVES OF THE CRU PROGRAMME

3.1 The objectives of the programme are to:

14. a) Provide affordable rental accommodation for lower income groups who are unable to access private sector rental housing opportunities and who do not wish to exercise their individual ownership housing subsidies in their current areas of residence;
- 15.
16. b) Contribute towards the satisfaction of the diverse housing needs and tenure requirements in cities by providing affordable low rental housing to the poorest of the poor;
- 17.
18. c) Ensure the creation of sustainable public rental housing assets; and
- 19.
20. d) Contribute towards the need to upgrade and redevelop dysfunctional and/or distressed occupied buildings managed by municipalities in cities.

4. PRINCIPLES OF THE CRU PROGRAMME

4.1 The CRU Programme must:

- a) Provide secure, stable rental housing for low income households;
21.
- b) Provide good quality and well managed rental accommodation that is affordable to the low income market;

22.

- c) Provide for the well structured institutional management of the rental housing stock linked to the minimum requirement that the tenants must as a minimum criterion be able to pay rentals equal to the Economic Cost Recovery level required for the economic administration and operation of the rental housing stock so created;

- d) Facilitate meaningful communication and participation/inclusion of the current residents throughout the redevelopment process;
23.
- e) Facilitate choice by providing a variety of rental housing accommodation options alongside ownership alternatives where appropriate;
24.
- f) Ensure equity as far as possible through the application, implementation and management of the programme;
25.
- g) Provide a secure, stable rental housing tenure for low income households which must include a formal lease agreement compliant with the provisions of the Rental Housing Act, 1999 and that includes a clause detailing the approach to future rental increases;
26.
- h) Target households from informal and inadequate housing situations with the objective to integrate them into the formal housing market;
27.
- i) Provide a well managed environment in which low income households can make an affordable contribution to the cost of their formal housing; and
28.
- j) Not be applied in such a manner that it leads to the eviction or dispossession of existing occupants.
29.

5. TARGET MARKET OF THE CRU PROGRAMME
5.1 THE TARGET MARKET OF THE CRU PROGRAMME WILL BE:

- a) Existing residents in the government rental housing and hostel stock, or buildings owned or intended to be taken over by the organs of the state. Qualifying tenants will have the choice to remain in occupation of the rental units after the completion of the upgrading work in terms of the new rental arrangements or elect to resettle to home ownership options available through one of the other National Housing Programmes, if they are eligible for such options;

- b) Existing households who do not qualify to reside in the CRU rental units due to their income exceeding the maximum income threshold must be awarded the opportunity to relocate to affordable social housing rental units or alternatively to relocate *inter alia* to properties available in the Finance Linked Individual Housing Subsidy programme market as indicated in (a) above. This must take place within a reasonable timeline agreed to and approved by the MEC; and
 - c) While a current non-qualifying tenant remains in occupation of the CRU funded rental unit, he or she will be liable to pay a rental equal to the prevailing full economic private sector/social housing rental in respect of similar rental accommodation.
 - d) New applicants who are qualifying beneficiaries from the provincial or municipal housing needs registers and who earn a household income equal to, or less than the income threshold annually announced by the Minister and who are able and willing to pay the Economic Cost Recovery rental. Applicants seeking immediate individual ownership will not be allowed to apply for rental accommodation provided through the CRU programme;
- 30.
- e) Qualifying indigent groups must be able to pay some form of rental and services/utilities. Such rentals might be less than any Economic Cost Recovery rental and any shortfall must be provided as an explicit and guaranteed subsidy by the municipality and must be financed from own resources. Guidelines on a feasible rental subsidy mechanism is provided in section 9.14.5;

6. OWNERSHIP OF THE HOUSING STOCK

- 6.1 The housing stock funded under the CRU Programme must be owned by the provincial government or the municipality;
- 6.2 The housing stock funded by the CRU Programme must remain in public ownership and cannot be sold or transferred to individual residents; and
- 6.3 The provisions of section 15 of the Housing Act, 1997 (Act No. 107 of 1997) must be observed and the properties that belong to the provincial governments must be transferred to the relevant municipality as soon as possible.

7. MANAGEMENT OF THE HOUSING STOCK

- 7.1** A municipality may decide to undertake the management of the rental housing stock created under the CRU Programme in-house or to outsource the management of the stock to an accredited social housing institution, a private company or a municipal entity. Such an outsourcing may only be considered where all the operational expenses of a specific rental scheme can be recovered from the rental income generated from the relevant rental units. Any under recovery must be funded by the municipality from its own resources.

7.2 A provincial government may also elect to outsource the management of its rental stock and occupied buildings owned or intended to be taken over by it subject to the conditions listed in 7.1 above.

8. SELECTION OF THE APPROPRIATE INTERVENTION

8.1 The application of the CRU Programme will require an audit of all the existing rental housing stock that is unsuitable and that requires upgrading and or redevelopment. This audit may be undertaken through a phased process where a rental stock greater than 10 000 units is owned by the organ of the state. The objective of the audit is to identify the highest priority areas requiring interventions and to establish the most appropriate approach for dealing with the individual rental schemes. Based on the results recorded during the audit, the most appropriate CRU development options can be selected.

8.2 The CRU Programme comprises the following primary development options for the redevelopment of the existing rental stock, hostels, and occupied buildings owned or intended to be taken over by the municipality or provincial government.

The definitions of the terms are provided in the following table:

OPTION NO		INTERVENTION
STABILIZATION	1	To address minimum Health and Safety aspects of the existing buildings. Making safe all dangerous electrical installations, address collapse sanitation systems etc.
DEMOLITION	2.1	Simple demolition of single-storey buildings, and site rehabilitation to rid sites of undesirable structures and/or to prepare for new build on the site.
	2.2	Medium complex demolition of double storey buildings with flat slabs on load-bearing brickwork, and site rehabilitation to rid sites of undesirable structures and/or to prepare for new build on the site.
	2.3	Complex demolition of multi- storey buildings (2-4 storey) with reinforced concrete framed structures, and site rehabilitation to rid sites of undesirable structures and/or to prepare for new build on the site.
REFURBISHMENT	3.1	Basic refurbishment – no upgrade (repair and re-decorate existing buildings without upgrade) following stabilisation where required.
	3.2	Upgrade refurbishment, (repair and re-decorate existing buildings and facilities, including simultaneous upgrade of specifications where required), following stabilisation where required.
HOSTEL AND OTHER BUILDING CONVERSIONS	4.1	Hostel conversion into normal self contained sustainable rental housing units or rooms with shared facilities.
	4.2	Simple conversion of existing occupied inner city or township buildings already owned, or intended to be taken over by the municipality or province (residential to residential e.g. hotels to flats or rooms with shared facilities).
	4.3	Complex conversion of existing occupied inner city or township buildings already owned, or intended to be taken over by the municipality or province (other use to residential e.g. offices to flats or rooms with shared facilities).
NEW BUILD INFILL	5.1	New build on existing sites, flats or rooms with shared facilities –single storey.
	5.2	New build infill for densification or replacement of demolished buildings on existing hostel sites, state-owned rental stock sites, or other occupied sites owned or intended to be taken over (flats or rooms with shared facilities–two to four storey walk-ups.
NEW BUILD	6.1	New build on greenfields vacant sites to accommodate de-densification needs of hostel redevelopment projects (flats or rooms with shared facilities–two to four storey walk-ups.

8.3 Where the CRU Programme is implemented to upgrade or convert a public sector hostel or any other state owned rental complex, or buildings intended to be taken over where there are existing occupants in the buildings, meaningful consultation with the inhabitants must be conducted on all aspects of the envisaged development options and careful assessment of all the prevailing aspects of the development must be undertaken. For this purpose the funding provision under 'feasibility' and 'consultation' elements of the grant may be accessed. This is required to ensure that the most appropriate choice is made between ownership and rental options to ensure the long term sustainability of the use of the finished product.

Where ownership options are feasible for current inhabitants of the rental housing units, the upgrading/conversion project must be aligned with the deployment of the Integrated Residential Development Programme that delivers free basic houses, the Financed Linked Individual Subsidy Programme or Individual subsidies as the case may be. Similarly, where other affordable rental options such as social housing are feasible for some or all of the current inhabitants, the redevelopment project must be aligned with the development and reservation of new rental units in new Social Housing Projects in the vicinity of the current building. Existing vacant social housing rental units may also be considered for allocation to such qualifying households.

9. FUNDING ARRANGEMENTS FOR THE CRU PROGRAMME

- 9.1 The funding for the CRU programme will be sourced from the annual Human Settlements Development Grant (HSDG) allocation to provincial governments as directed by the Minister of Human Settlements in terms of the provisions of the annual Division of Revenue Act.
- 9.2 The funds made available under the Programme constitute grant funding for the upgrading, redevelopment and/or conversion of buildings for rental housing purposes for the lower income categories and are not regarded as subsidies to individual households.
- 9.3 The CRU Programme aims to achieve the establishment of viable sustainable public rental assets for occupation by the lower income categories of our communities who are able and willing to pay rentals equal to at least the monthly Economic Cost Recovery Rental attached to the management of the stock. Given the target market that the programme will be serving, it might also be necessary for the property owner to, in some instances, provide some form of rent relief assistance to certain occupants of the rental units. Where this is done, the rental assistance scheme must be explicit in the planning of the project and the project application to the MEC and the source and amount of such financing must be clearly identified and its continued availability formally confirmed.
- 9.4 The CRU Programme will provide the full capital costs of the upgrading, conversion and/or redevelopment of the public sector owned rental stock as defined in this programme.
- 9.5 The application of the funding available under the CRU Programme is limited to the provisions detailed in section 10 of this part of the programme **"POLICY PRESCRIPTS APPLICABLE TO THE DESIGN, TECHNICAL SPECIFICATIONS AND FUNDING LIMITS FOR THE VARIOUS HOUSING TYPOLOGIES THAT MAY BE DELIVERED UNDER THE CRU PROGRAMME"**.
- 9.6 Funding available under the programme will not provide for any operational subsidy nor make any contribution to long term maintenance requirements. The cost of these elements must be met from the Economic Cost Recovery Rentals of each project.

- 9.7 In cases where existing occupied inner city or township buildings must be taken over for whatever reason and such buildings must be redeveloped and/or converted into residential buildings and the project will require that the management and administration thereof be under taken by the municipality, the cost associated with taking over the relevant properties will not be funded separately under the CRU Programme. Such cost must be accommodated within the cost limits allowed for the work prescribed in respect of the particular redevelopment option. The cost of taking the property over plus the cost of refurbishment/conversion or redevelopment may therefore not exceed the cost limits for these options as prescribed in this section of the CRU Programme.
- 9.8 The CRU programme will provide funding for facilitation to ensure that the communication and participation processes are included and enforced in respect of all projects.
- 9.9 The CRU programme will also cover the cost of the feasibility study for projects. This is intended to ensure that each project is properly evaluated against both viability and sustainability criteria, given the specific beneficiary profile of each planned project. In regard to hostel redevelopment projects, the feasibility study must also determine to what extent Government financed ownership options are a more appropriate. This is to ensure affordability prevail and pursuance of the objective that the rental units must be made available to households who are willing and able to pay the required minimum rentals.
- 9.10 In instances where a government financed ownership option is more viable and sustainable on an existing occupied hostel site, the CRU demolition grant can be used to demolish the existing hostel structures in preparation for the construction of the ownership housing that will have to be undertaken through the provisions of the relevant National Housing Programme.

9.11 Capital project funding

- 9.11.1 The capital project funding will be calculated to cover the total project development cost for each of the development options outlined in section 8.2 above.
- 9.11.2 Although the original condition of a facility (poor/fair) has an influence on the cost of refurbishment and conversion projects, no distinction is made in the prescribed rates applicable to those options for the original condition. The facts are that in assessing the original condition, the categorisation into poor or fair becomes to some extent a discretionary decision, especially in marginal cases. In addition, conversion usually entails a substantial removal of existing structures and/or the simultaneous rehabilitation of existing buildings, and the importance of the original condition is to a certain extent thus negated (except with regard to onsite services). Therefore, the estimated capital cost rates given in this policy section of the Programme make provision for an average degree of remedial work in respect of onsite services, but do not cover major or complete replacement of the onsite services, which must be carried out by the municipality under another programme and funding arrangement.

9.11.3 Hostel re-development projects may in the first place consist of a mixture of government assisted rental and ownership options e.g. CRU rental blocks and medium density freehold ownership units. Where the ownership option is part of the housing solution of a project, the financing of such units must be administered in terms of the provisions of the relevant National Housing Programme under which it is to be developed. However the CRU funding provision for feasibility, consultation, demolition and relocation may apply in such circumstances unless it is already covered in the rules of the ownership programme.

9.11.4 The CRU element of hostel re-development projects may comprise one or more of the following options in one project in varying combinations:

- a) Partial or complete demolition and on site rehabilitation;
- b) Refurbishment;
- c) Conversion; and/or
- d) New build (Infill).

It will be a requirement that applications for re-development must have a summary sheet for the total project cost, and separate sections for each of the standard component options.

9.11.5 When existing facilities (hostels, council-owned flats, inner city buildings) are assessed for further redevelopment options, the outcome will be one of the following possibilities:

- a) Demolish—not worth saving;
- b) Save for redevelopment, but apply stabilisation intervention immediately; and
- c) Save for redevelopment, stabilisation not required.

9.11.6 The rates for the redevelopment option (refurbishment), and development option (conversion) are based on the assumption that buildings either are in a safe and functional state, or if not, that the stabilisation intervention will be applied first.

9.11.7 In the cases where 9.11.5 (b) applies, the municipality will apply for the stabilisation grant first, and then for the refurbishment and/or conversion grants.

9.11.8 In the case of demolition of medium to high-rise buildings (4 to 13 storeys) with reinforced concrete or steel structural frame with in-fill walls, and with major installations that need removal such as lifts, boilers, air conditioning plants, strong rooms and safes, central kitchens and laundries, it is not possible to cost at a standard rate and may in any case never be required. For such buildings in densely built-up areas the only practical method might be implosion. This is a highly specialised process and technique to be carried out by experts. The structure is first stripped as usual, then flattened to a pile of rubble by carefully controlled implosion, and the rubble loaded with heavy equipment and removed to dumping sites. It is however, unlikely to happen under this programme. No option for this is therefore, included.

9.11.9 The CRU capital grant will be reconsidered annually if required in terms of building cost escalation by the National Department. The capital funding should be applied for per phase or block of the project where possible to accommodate project cost escalations appropriately.

9.11.10 The Annexures to the Programme outline the specific requirements for each of the development options available under the programme.

9.12 Funding for the refurbishment of existing government rental stock.

9.12.1 Where this option is undertaken on stock already occupied by tenants who have already enjoyed the benefits of the historical housing subsidy through staying in the subsidised stock and new stock is not created as part of the project, the MEC should place a limit on the amount that can be spent per unit. This should be pegged at the cost of health and safety interventions and basic building stabilisation.

- 9.12.2 In addition, the Province or municipality must ensure that in considering an allocation of CRU funds for a project, it gives priority to interventions required to address health and safety issues and/or the most dilapidated building renovation needs rather than just financing cosmetic refurbishing of existing tenant occupied units.

9.13 Operating funding

- 9.13.1 Operating costs should include all administrative and management costs incurred in the management of stock and linked tenancies through the life of the building. The detailed items are outlined in 9.14.1 below. Funding for operating costs must be generated from the rental income collected by the owner. The projected costs and the implications thereof on the affordability of the rentals for the targeted population must be determined and included in the 'Business Plan' of the project application. Where the management cost exceeds the affordability levels of the targeted tenants and there is no written guarantee of additional financial assistance (rental subsidies), the application for the capital for the project may not be approved.

- 9.13.2 Given that lower income groups will be occupying the CRU housing stock, situations will arise where some relief assistance may have to be provided by the property owner to the tenants to cover the total Economic Cost Recovery rental. Any such assistance must be explicit. The basis of the rent relief must be quantified and specified in the project business plan and in relevant provincial or municipal policy before it is offered to tenants.

9.14 Rent setting

- 9.14.1 Rentals must be determined in such a manner as to ensure that operating costs are covered but also ensuring affordability for the target market. Therefore, Economic Cost Recovery Rentals must apply in all cases. The calculation of the cost of operating and managing the stock and tenancies required for the setting of the minimum rentals will include the following input costs as well as any other expenses that contribute to the cost of managing the CRU units:

Administration:

- Cost of rental collection and area management;
- Cost of legal action;
- Cost of tenanted buildings;
- Cost of overall financial management;
- Cost of communication;
- Cost of offices, equipment and perishables; and
- Support staffing costs.

Management of Asset and Tenancies:

- Rates and taxes where applicable;
- Communal Area Utilities;
- Reactive Maintenance;
- Planned Maintenance;
- Caretaking;
- Cleaning;
- Gardening;
- Security; and
- Building insurance where applicable.

9.14.2 The cost recovery rental per unit will be calculated as follows:

- a) The total annual estimated cost of all the expenses listed in 9.14.1 must be calculated;
- b) This will then be divided by the total size (floor area) of the habitable units in the development to determine a per square metre rate;
- c) The rental charge per unit is then determined by the individual size of each unit multiplied by the rental per square metre rate determined in (b) above.

9.14.3 All tenants will be charged the same per square meter rate rentals except where conditions outlined in 9.14.4 and 9.14.5 below prevail. The calculation of the rental and the per square metre rate should be clearly communicated to the potential beneficiaries as a part of the consultation process.

9.14.4 Rentals may furthermore require differentiation to cater for the location and the condition of the housing stock. In order to differentiate between properties located in a safe environment, that are well located in terms of access to jobs, transport corridors and economic and social amenities and the stock is well maintained and other rental properties where the aforementioned characteristics are absent, the owner must, on a sustainable and affordable basis, incorporate premiums (to be applied as an add-on to the standard rental). On the same basis, the owner of the stock may institute deductions in the rentals (to be deducted from the standard rental charge) that cater for shared facilities, no hot water cylinders etc. These premiums and/or deductions should be self balancing, in terms of the net of the sum of the applicable tariff assigned to each of these items, across the rental stock portfolio of the province/municipality. The province/municipality will have to provide a policy to specify the premiums and deductions and the justification for introducing such.

9.14.5 **Rental relief scheme:** Where the redeveloped rental stock will accommodate persons with no and/or low income who are unable to pay the minimum Economic Cost Recovery Rentals, municipalities and provinces will be required to apply a rental subsidy scheme to be funded by the provinces and municipalities from their own funding resources. It will not be permissible to fund such subsidies from the annual HSDG allocations to provinces and municipalities. Municipalities and provinces will also be required to indicate in each project approval applications what the rental relief scheme entails and how it will be funded. It is suggested that municipalities and provinces consider utilising an income based sliding scale for such a rental relief scheme. A suggested rental relief scheme is attached as Annexure C. The suggested rental relief scheme is based on the maximum amount that a household can afford to spend on housing such as a home loan or monthly rental. The scheme also illustrate the monthly subsidy that will be required from the relevant organ of the state to break even based on the minimum Economic Cost Recovery Rental of R900,00 per month.

The organs of the state who institute a rental relief scheme are obliged to inform the affected tenants every month on the details of the rental relief scheme to ensure that each tenant is made aware of the applicable subsidy that is funded from the general income account of the province and/or municipality. Any rental relief scheme must be administered on the basis of annual income surveys and annual rental adjustments based on the results of the income surveys until the tenants are paying the minimum Economic Cost Recovery Rentals.

9.15 Rental Increases

- 9.15.1 Annual rent increases will relate to reasonable operating cost increases. These increases are based on set indicators from Treasury that have to be applied by all municipalities and provincial departments and must also be applied to the Rental Relief Scheme.

9.16 Rates, Taxes and charges

- 9.16.1 Rates and taxes should be captured in the operating budget for the stock and will therefore be built into the rentals. Municipalities should however consider reducing or forgoing rates and taxes on this public stock where possible to facilitate affordability for the target market.
- 9.16.2 Electricity consumption charges in respect of individual units should be collected through the installation of pre-paid meters. Common area electricity costs should be included in the operating budget and therefore captured in the rental.
- 9.16.3 Water consumption by individual units will be controlled through flow-meters installed in each unit. The cost of water consumption in common areas should be included in the operating budget and therefore be recovered from the Economic Cost Recovery Rentals.

9.17 Arrear rentals

- 9.17.1 The responsibility for proper efficient management of the housing stock will rest with the owner of the property. In cases where rental arrears exist prior to redevelopment, the authority should deal with this in terms of the provisions of the PFMA, the MFMA and the MSA, in the same manner the authority have to deal with new arrears that may arise.

9.18 SPECIAL DEVELOPMENT AND VALUE ADDED TAX

- 9.18.1 The prescribed cost limits for new builds that are part of hostel or existing stock redevelopment projects are based on current construction cost in urban areas on flat sites and normal soil conditions. No provision has been made for additional cost required by special development conditions as provided for in the National Variation Manual. Where such special conditions exist, application for additional funding must be made on the basis of detailed motivations and cost estimates by competent built environment specialists (engineers, etc). Additional funding in terms of this provision may not exceed 20% of total development cost in accordance with the cost limits set for each of the options.

- 9.18.2 The disability allowances outlined in the Housing Code will also apply to the CRU Programme.
- 9.18.3 VAT will apply to the CRU Programme. The project budget must therefore include the current 14 % VAT requirement and any future adjustments in the VAT rate.
- 9.18.4 Municipalities may use municipal or external housing entities to oversee the implementation of the CRU programme and to manage the housing stock as an agency of the municipality. The municipality must however retain ownership of the housing stock. In the case where municipal entities are used for this purpose, the operating funding should be properly provided for as well as the measures for rent relief support where this will apply.

10. POLICY PRESCRIPTS APPLICABLE TO THE DESIGN, TECHNICAL SPECIFICATIONS AND FUNDING LIMITS FOR THE VARIOUS HOUSING TYPOLOGIES THAT MAY BE DELIVERED UNDER THE CRU PROGRAMME

10.1. GENERAL PROVISIONS

- 10.1.1 Housing typologies that could be delivered through the Programme could range from rooms with shared communal facilities, bachelor units, one and two bedrooms units up to a maximum of 44m² of gross floor areas and are flexible enough to allow for the possibility of multiple tenancies per unit.
- 10.1.2 No provision is made for 3 bedroom units as these are regarded too expensive and unaffordable to the fiscus.
- 10.1.3 The following general provisions will apply:
- Designs must take into account minimum maintenance cost;
 - Designs must take into account the provisions of the National Building Regulations and in particular the provisions of SANS 10400 XA Energy Efficiency Requirements (provision and installation of water heating devices provided separately);
 - Must provide for full electrical installation; and
 - Adhere to design requirements as provided in Sectional Title legislation and all municipal by-laws.

10.2 DESIGN GUIDELINES AND FUNDING LIMITS FOR HOUSING TYPOLOGIES THAT MAY BE DELIVERED THROUGH THE PROGRAMME

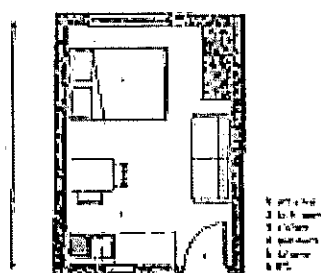
10.2.1 Principles

Housing typologies must be designed to provide a wide range of options to meet diverse needs and affordability profiles and allow flexibility of configuration (block layouts) to suit varying site conditions (size, shape, topography, etc). In line with this, the following range of options up to two bedrooms will be considered for approval under the Programme funding:

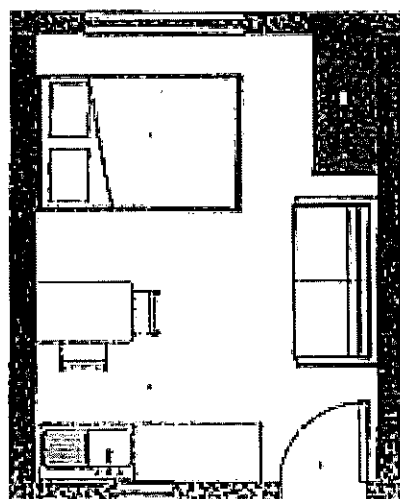
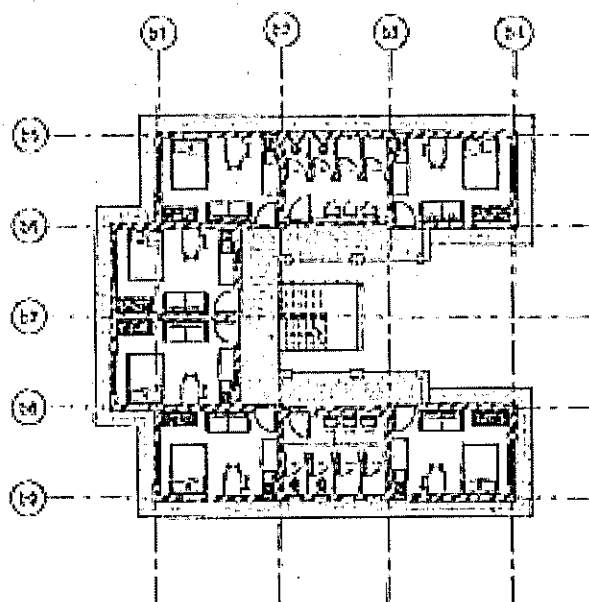
Proposed unit type	Unit features	Possible built forms (all 2-3 storey walk-ups)	Size limit m ²	Possible tenancy arrangements
1B: Rooms with communal facilities	Sink and top for cooking in unit, space for double bed/2 single beds, kitchen sink units	U-shape, courtyards, rows, clusters	16.1	1 single, single with child, couple, 2 singles sharing
1C: Bachelor unit	Fully self-contained	U-shape, courtyards, rows, clusters	22.3	1 single, single with child, couple, 2 singles sharing
2A, 2B, 2C: One bedroom units	Fully self-contained	Rows, clusters	29.3 31.0 27.8	1 single, single with child, couple, couple with child, 2 singles sharing
3A, B, C, D: Two rooms with shared facilities	Self-contained, but shared facilities within unit	U-shape, courtyards, rows, clusters	40 41	Multiple lease – 2 singles (with or without child), 2 couples, 1 single and 1 couple
3F, 3G: Two bedroom units	Fully self-contained	Rows, clusters	41 44	Single with child, couple, couple with 1-2 children, 2-4 singles sharing

DESIGN GUIDELINES: EXAMPLE FLOOR PLANS OF UNIT TYPOLOGIES

Unit type 1B: Rooms with communal shared facilities – 16.1m²



Common area 16.1m²

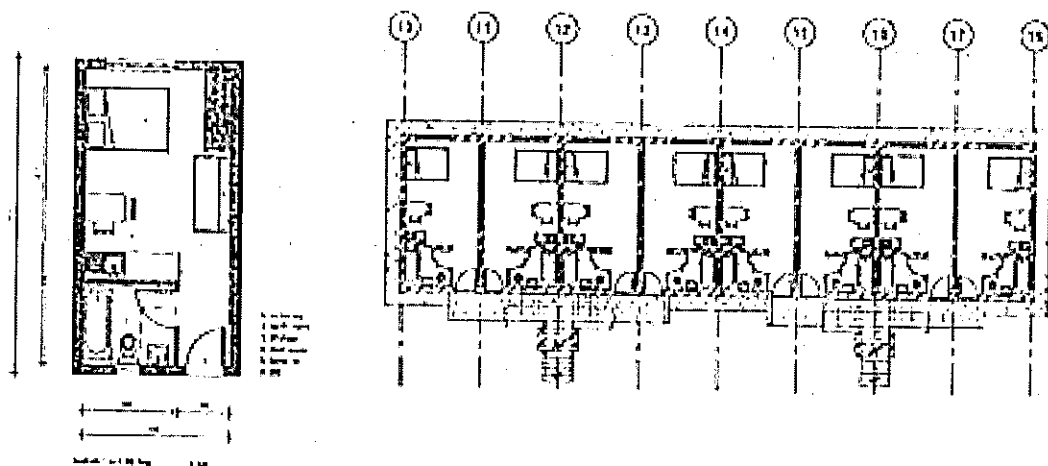


Common area 16.1m²

Notes:

1. The unit can be used for a single tenancy (single, single with child, couple)
2. The kitchen sink could also be moved to a communal area, allowing for more bed space
3. The configuration shown here is for a semi-courtyard U-shape block, but could be varied into rows, L-shapes, and full enclosed courtyard by adding a mirrored U-shape to the existing one
4. The plan shown here is for a two-storey block, but could also be varied for three storeys

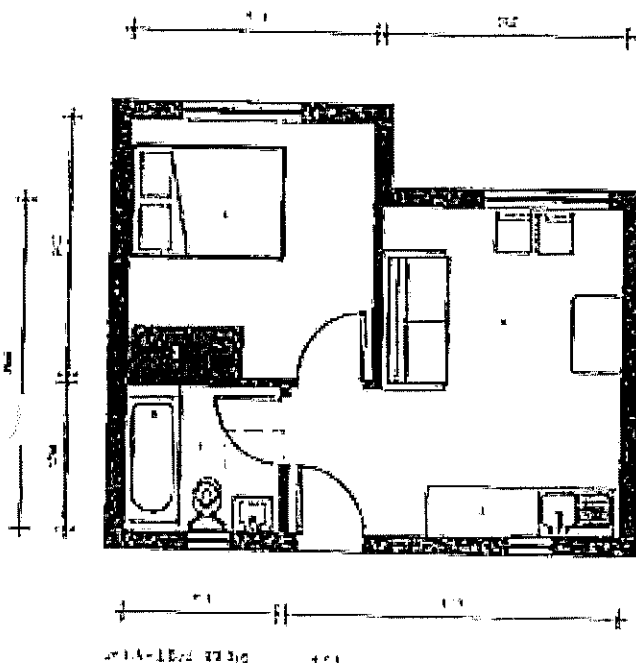
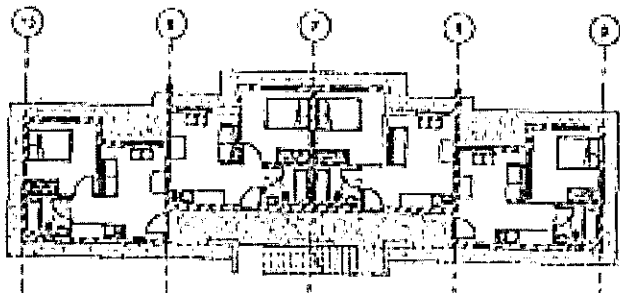
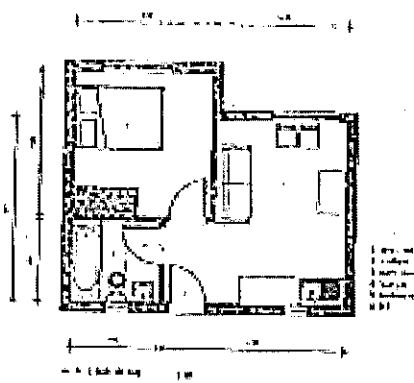
Unit type 1C: Bachelor unit, self-contained – 22.3m²



Notes:

5. The unit can be used for a single tenancy (single, single with child, couple)
6. The unit can also be used for shared tenancy (3 singles with separate leases)
7. The bath can be replaced with a shower (this could also include moving the bathroom wall slightly to increase sleeping space)
8. Blocks can be two or three storeys
9. Blocks could be arranged in rows, L-shapes, H-shapes front to front with central connecting stairs (some potential problems with orientation though), U-shapes and courtyards with slight modifications

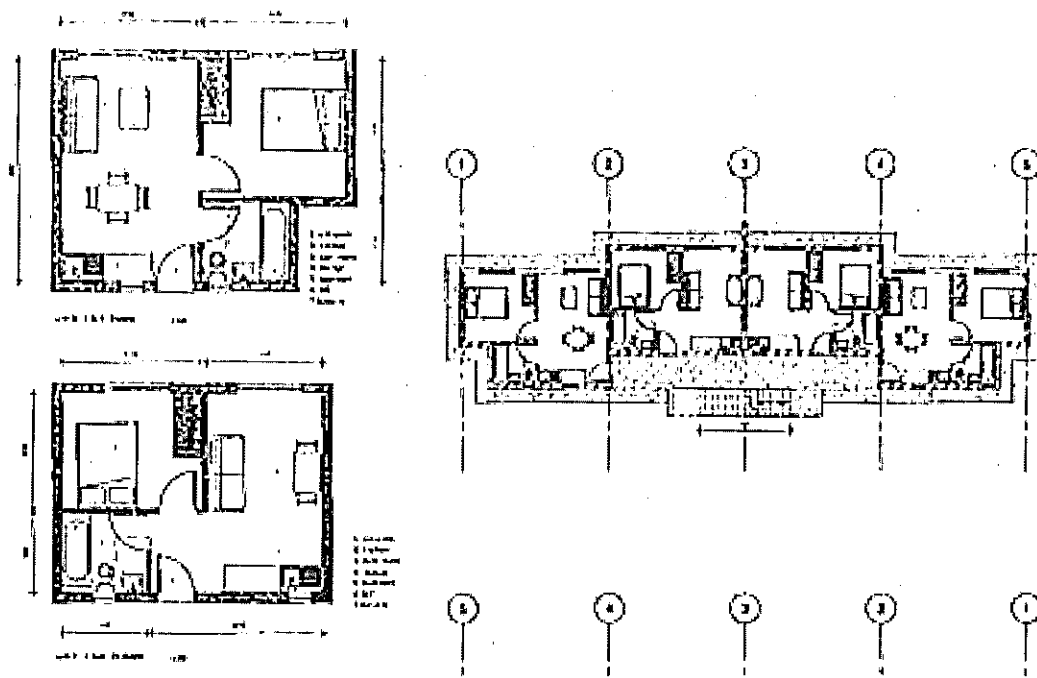
Unit type 2A: One bedroom unit, self-contained → 29.3m²

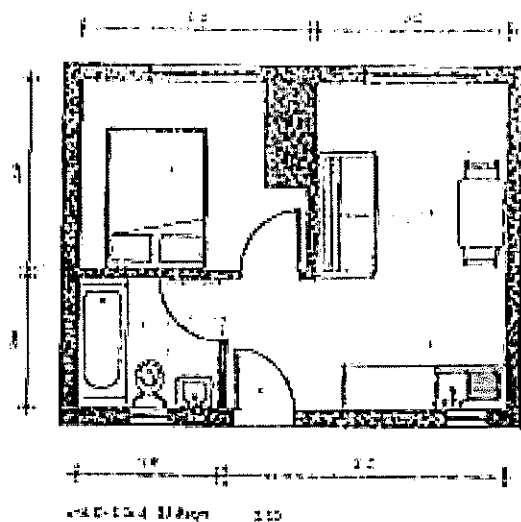


Notes:

1. The unit can be used for single tenancy (single, single with child, couple, couple with child)
2. Unit can also be used for shared tenancy (a singles)
3. The bath can be replaced with a shower
4. Blocks could be arranged in rows, L-shapes, H-shapes front to front with central connecting stairs (some potential problems with orientation though), U-shapes and courtyards with light modifications

Unit type 2B, 2C: One bedroom unit, self-contained – 31.0m², 27.8m²

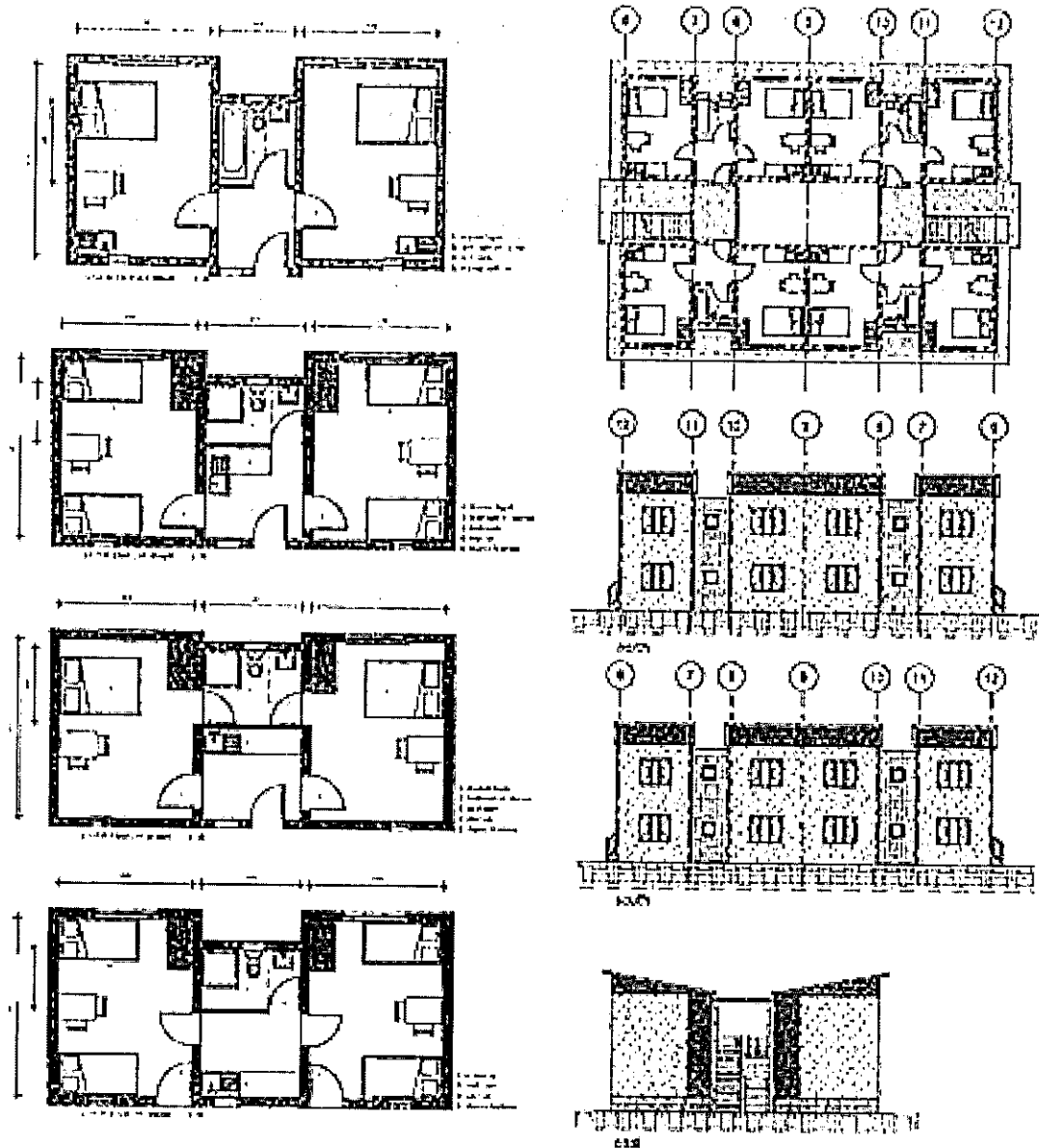




Notes:

5. The unit can be used for single tenancy (single, single with child, couple, couple with a child).
6. The unit can also be used for shared tenancy (a singles).
7. The bath can be replaced with a shower.
8. Blocks could be arranged in rows, L-shapes, H-shapes front to front with central connecting stairs (some potential problems with orientation though), U-shapes and courtyards with daylight locations.

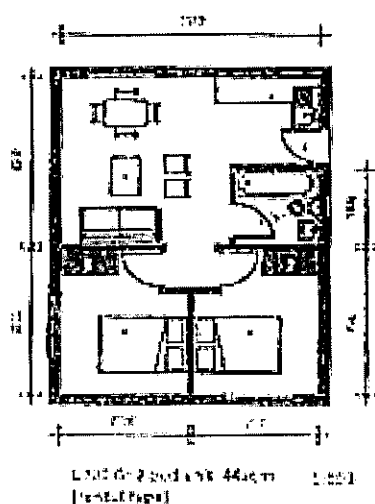
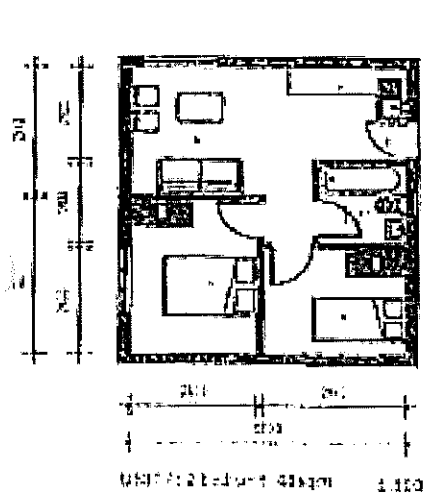
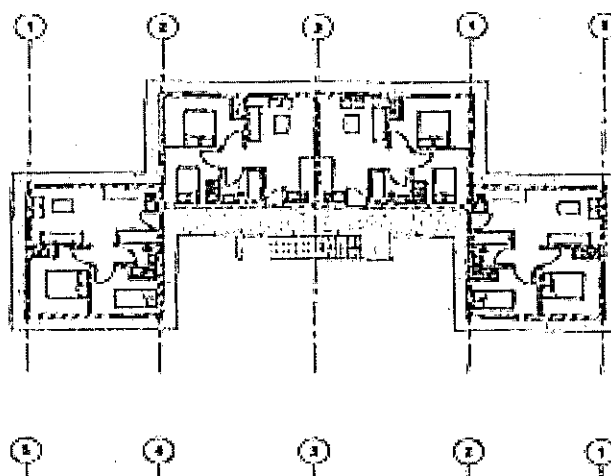
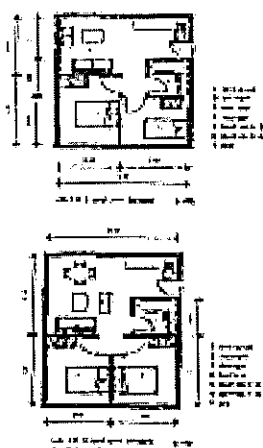
Unit types 3A-D: Two rooms for separate tenancies, sharing facilities contained within the unit
 ~ 40.0m², 40.0m², 41.0m², 40.0m²



Notes:

1. Units are specifically designed for three tenancy (a single, a couple, a single and a couple, etc), but could also be used for single tenancy.
2. Different bathroom & kitchen configurations are possible with slight effects on cost.
3. Baths and showers are interchangeable in all the options.
4. Floors can be two or three storeys.
5. Block can be I-shapes as shown, or rows, L-shapes, U-shapes and courtyards with small modifications and effects on costs.

Unit types 3F & 3G: Two bedroom unit, self-contained, Type 3F with main bedroom and smaller second bedroom – 41.0m², Type 3G with equal size bedrooms



Notes:

1. Type 3F is a conventional family unit with one main bedroom and one secondary bedroom. It could however be used for either single, or shared tenancy, with a lower rental for the smaller room (couple, couple with two children, single with two children, a single, a couple).
2. Type 3G, with equal size bedrooms, is more specifically designed for shared tenancy - same rental for either room (tenancy as 3F).
3. Baths and showers interchangeable.
4. Blocks can be two or three storeys, and can also be arranged in rows, L-shapes, U-shapes or full courtyards with minimal modifications and cost effects.

Individual family units with access to own yards

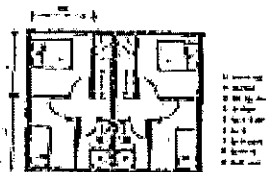
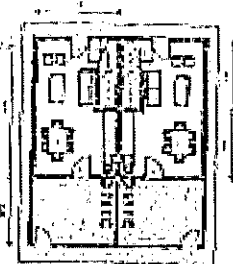
Provide for individual family homes with access to their own yards (e.g. play spaces or children). This should be higher density duplex row houses on undivided land.

31. These units should be limited to two bedroom duplexes (no three bedroom units which could either lead to sense of entitlement or demands for ownership), as in the table below:

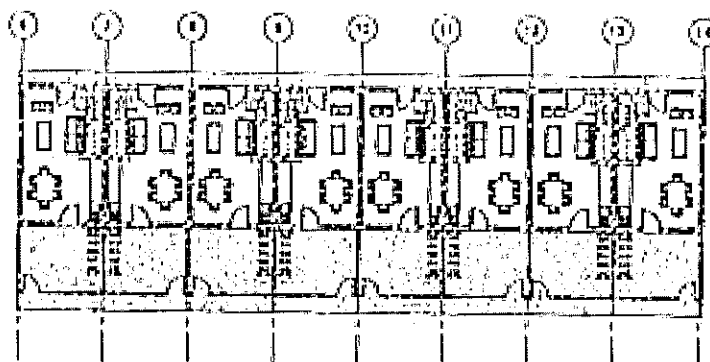
32.

33. Proposed unit type	Unit features	Possible built forms (all 2-4 storey walk-ups)	Size m ²	Possible tenancy arrangements
5A: Two bedroom duplex unit	Fully self-contained	Rows, clusters, courtyards	47.3	Family with 1-2 children

Unit type 5: Two bedroom duplex family unit – 47.0m²:



1:1 Scale of Plan



10.3 TECHNICAL SPECIFICATION PRESCRIPTS

10.3.1 Specifications for construction, materials to be used, fittings, internal and external plumbing and electrical installation and finishes must be basic, but robust, and provide a sensible balance between upfront costs and life cycle maintenance and operating costs to avoid being a burden on municipal owners of the stock.

10.3.2 In respect of coastal areas susceptible to corrosion of ferrous metals, rain penetration and excessive humidity leading to condensation and mildew growth, certain extra precautions are indicated. In view of the fact that the demarcation of "coastal areas" has not been undertaken and mapped, except for the SCCCA, an interim definition for these areas is applied for purposes of this Policy. The following interim definition is therefore applicable:

"All areas within cities or towns directly adjacent to, or within 15km of the coastline, and not separated from the coastline by a mountain range".

10.3.3 Inevitably some discretion by competent professionals would come into play here from time to time and to avoid misuse, the provision would be that coastal provinces develop their own lists of such areas. Even that could be open to too much latitude and discretion and it is recommended that proper maps be developed that demarcate "coastal areas" on the basis of defensible scientific climatic criteria.

10.3.4 Specifications must be determined to suit conditions for every development site, but the following general guidelines must be followed:

- Load bearing masonry structure, in-situ or precast slab on 230mm brick walls (cavity at coast) (no single skin Maxi block external walls), face brick preferred, plastered only when availability and price of face bricks are unviable;
- Roofs – Inland: Profiled galvanized iron sheeting on timber or zincalume trusses at 10° pitch, galvanized sheet iron rainwater goods;
- Roofs – coastal: Zincalume pre-painted sheeting on timber trusses at 10° pitch, PVC rainwater goods;
- Internal floors: Ceramic tiling on cement screed on 75mm surface bed (100mm with mesh in areas where soil conditions dictate)
-

- Walkways and stairs -- floated concrete walkways and stair treads, or precast concrete stair treads laid on stepped brickwork;
- Windows: Standard mild steel residential inland, galvanised at coast. Keep fenestration below 15% of floor area to avoid expensive solar performance glass;
- External doors: Hardwood FLB doors, 3-lever locks, pressed steel frames (galvanised at coast);
- Ceilings – 6,4mm Gypsum board nailed up ceilings with blanket wool insulation according to SANS 10-100-XA climate zone requirements;
- Balustrading: Painted mild steel inland; galvanised mild steel or aluminium at coast;
- Domestic hot water: Most effective heat pump/SHW system to be designed by wet services engineer (central unit or individual units depending on block sizes and layouts);
- Roads & parking – 25mm asphalt on layer work as per engineer, PC non-mountable kerbs, no carports;
- Security fencing and gates: Steel palisade or welded wire screen (galvanised at coast);

10.4 FUNDING LIMITS FOR THE APPLICATION OF THE CRU FUNDS

10.4.1 Application of a per square metre funding rate and funding limits

Standard practice in the various national housing programmes is to determine funding limits on a per unit basis. There are however, clear challenges in defining "unit" with regard to:

- Stabilisation intervention – At this stage prior to the intervention the existing building to which it is applied may still be a dormitory-type hostel, with no "units" as such. One could try and define different types of "units" such as bed-spaces and communal kitchens/ablutions, and develop a per unit norm for each of these, but it could become impossibly complicated due to the wide differences between existing buildings to be stabilised;
- Demolition – As with Stabilisation the nature of the building/s to be demolished may not lend itself to being clearly demarcated into countable units;

- Conversions - In practice it would be difficult to set exact and rigid limits on unit size and cost because the most cost effective way to do conversions from one use to another is to follow the existing structural module (column and/or support wall spacing and configuration) for dividing the floor space into units, resulting in a variety of unit sizes to suit. On the other hand, developers should not be given *carta blanche* to blindly follow the existing structural module and create hugely oversized units. It is possible, with skilful use of a blend of masonry and lightweight partitioning, to deviate to some extent from the existing module and create reasonably sized units; and
- Refurbishment of existing stock - Existing stock may have been built some time ago to different and widely varying space and other norms, making it almost impossible to set unit size, and therefore, cost per unit limits;

Funding limits based on per m² cost rates for construction works, therefore, are to be applied to the following development options:

- Stabilisation Intervention - Apply per m² rates to the whole of the building area, no per unit size limits possible);
 - Demolitions - Apply per m² rates to the whole of the building area, no per unit size limits possible);
 - Conversion - Use per m² rates, applied to the whole of the building area as a ceiling cost, but apply unit size limits as set out below; and
 - Refurbishment of existing stock - Use existing per m² rates, applied to the whole of the building as a ceiling, but define the essential work to be done, and base the funding on actual cost which could be less, but never more than the per m² imposed ceiling.
34. For cost elements other than the actual construction works, the following cost limits will apply:
- Feasibility studies: 2.5% of construction costs (except in the case of stabilization intervention where the allowance will be 1% of construction costs, and demolition where the allowance will be 1.5% of cost of works);
 - Professional fees - top structures: 7.5% of construction costs for refurbishments and 9.5% of construction costs for conversions (except in the case of stabilization and demolition where the allowance will be 2.5% of construction costs);

- Social facilitation; R500 per unit (except in the case of stabilization where basic facilitation is included in cost of feasibility, and for demolitions, where no per unit costs can apply and the allowance will be 0,15% of cost of works); and
- Tenant administration; R350 per unit (except for demolition where the allowance will be 0,1% of cost of works).

10.4.2 Application of per unit cost limits for new build structures linked to redevelopment of hostels, existing rental stock or occupied buildings owned or taken over by the municipality or province

Per unit cost limits are to be applied to the following new build typologies where "unit" parameters are within control and could be clearly defined by the designer/developer:

- Rooms with communal facilities;
- Bachelor units;
- One bedroom self-contained units;
- Two bedroom self-contained units;
- Two-room shared/multiple tenancies with shared facilities within unit; and
- Higher density two bedroom duplex family units;

In applying the per unit cost parameters, the funding limits per unit are set for:

- Feasibility studies – including professional/specialist fees (Town planning, EIA, geotechnical investigations, etc);
- Social facilitation;
- Tenant administration;
- Temporary relocation support – allowed only where new builds will replace existing buildings to be demolished on the same site;
- Professional fees; and
- Top-structure construction costs.

35. Variations to standard per unit costs can be applied for geotechnical conditions, topography, etc in accordance with the subsidy Variation Manual and Calculator.

The costs limits for the different typologies are based on current building market rates in the affordable medium density rental and sectional title markets in urban areas.

The guideline cost for each type is based on:

- An average project size of 200 units;
- Sites with normal soil conditions and low slopes;
- Sites with ready access to service connections (no upgrades required); and
- Planning (pre-construction) period of no more than 12 months.

The prescribed cost limits include:

- Top structure construction costs, including full internal electrical installation and metering, and compliance with SANS 10400-XA, energy efficiency National Building Regulations (roof insulation, etc in accordance with climatic zone requirements);
- On-site services up to boundary connection;
- An allowance for external works – minimal site grading and landscaping, roads, and on-grade open paved parking (0.4 bays per unit), security fencing, gates, and access control, play area equipment;
- Planning specialist fees at 1.0%;
- Top structure professional fees at 7.5%;
- Feasibility costs at 2.5%;
- Social facilitation at R500/unit;
- Tenant administration at R350/unit; and
- VAT at prevailing rate.

The cost limits exclude:

- Demolition and site rehabilitation costs where new builds replace demolished structures;
- Escalations during construction;
- Property acquisition and holding costs;
- Bulk external infrastructure upgrade, link and connector costs;
- Internal township services reticulation costs;
- Loose furniture, fittings and appliances; and
- Cost of domestic hot water devices.

36.

37. No general allowance is made for temporary relocation support, which will only apply in cases where new builds will replace existing buildings that must be demolished on the same site, for instance as in the case of hostel redevelopment projects. In such cases the existing square metre guidelines for temporary relocation support should be applied in addition to the above.

10.4.3 CRU unit size limits for purposes of calculating funding amounts

The following size limits will apply to units funded through the CRU programme. In the case of new builds linked to redevelopment of hostels (infill or greenfields), existing state-owned rental stock, or occupied buildings owned or to be taken over by the municipality or province (infill only) the costing guidelines and funding limits will apply regardless of the actual size of units. In the case of conversions, refurbishments and refurbishments of existing public rental stock or occupied buildings, the funding will be calculated by multiplying the square metre rates by the lesser of the maximum unit sizes in the table below, or the actual unit size. Where the actual unit sizes exceed the limits in the table, resulting in actual costs greater than the funding calculated in accordance with the above, the project should be re-designed to ensure that costs fall within the funding limits.

The areas in the table below are the net unit sizes and exclude circulation and general service areas, and are the areas that must be used in calculating the funding limits in the way set out above:

Unit type and description	Size limits – m ²	
	Now build – Infill and greenfield	Conversions and refurbishments
1B – Rooms with communal facilities	16.0	18.0
1C – Bachelor, self contained	22.3	24.0
2A, 2B, 2C – One bedroom, self contained	31.0	35.0
3A, 3B, 3C, 3D – Two rooms with shared facilities (area includes shared facility)	41.0	44.0
3F – Two bedroom, self contained, main and small bedroom	41.0	43.0
3G – Two bedroom, self contained, equal size bedrooms	44.0	46.0
5 – Two bedroom duplex family unit with own yard	47.3	50.0

10.5 DETAILED DESCRIPTIONS OF DEVELOPMENT OPTIONS

DEFINITION OF TERMINOLOGY

The terms used in the tables addressing the approaches to the housing stock mean the following:

10.5.1 STABILISATION

- Minimum intervention to get the facility health and safety compliant (not necessarily in terms of NBR, by-laws, town planning scheme, NHBRC, OHSA); and
- Applies mainly to activities such as making safe of electrical installations, and structural aspects in danger of collapse, and emergency repairs to dysfunctional water and sanitary installations.

10.5.2 DEMOLITION

Simple demolition-

- Single storey structures;
- Demolition to just below ground level only - no removal of foundations, underground services;
- Limited breaking up of paving and roads, boundary walls, etc; and
- No major rehabilitation of site required.

Medium complex demolition-

- Double storey structures - no structural frame, slabs on load-bearing masonry walls only;
- Demolition to just below ground level only - no removal of foundations, underground services
- Limited breaking up of paving and roads, boundary walls, etc; and
- No major rehabilitation of site required.

Complex demolition-

- Low-rise walk - up structures (2-4 storeys) with reinforced concrete or steel structural frame within fill walls;
- No major installations that need removal such as lifts, boilers, air conditioning plant, strong rooms and safes, central kitchens and laundries with stacks; and
- No major rehabilitation of site required.

10.5.3 REFURBISHMENT

Basic refurbishment (no upgrade)-

- Replacement, repair and redecoration of existing structure, finishes, fittings, and services as required to re-instate facility to a state of functionality and safe liability;

- No alterations and additions to structure and layout; and
- No specification upgrade involved (e.g. no floor finishes, kitchen sink units, etc where there were none to start with).

Upgrade refurbishment- (not applicable to refurbishment of existing public rental stock or to occupied stock that is owned or taken over by the municipality to provide new housing opportunities for CRU qualifiers on low income).

- Replacement, repair and redecoration of existing structure, finishes, fittings, and services as required to re-instate facility to its original state of functionality and habitability;
- No alterations and additions to structure and layout; and
- Original specifications simultaneously upgraded (e.g. installation of floor finishes of floor finishes where there were only cement floors, kitchen sink units where there were none to start with, etc.)

10.5.4 CONVERSIONS

Hostel conversion-

- Alterations and additions to structure and layout to change from dormitories to self-contained units or individual rooms sharing facilities, incorporating simultaneous replacement, repair and redecoration of existing structure, fittings and finishes as required.
 - Dormitories-
 - Typical hostel configurations consisting of small bed cubicles or communal sleeping halls sharing limited ablution, cooking and dining facilities.
 - Self-contained units-
 - Bachelor, single or two-bedroom flats with self-contained cooking, dining and ablution facilities within the unit, and reasonably sized communal units (2 - 6 beds) with shared facilities within the unit.

Simple conversion of existing occupied inner city or township residential buildings owned by; or taken over by the municipality or province-

- Minor alterations and additions to structure, layout and services;
- Simultaneous rehabilitation of structure, finishes, fittings and services of existing parts not altered; and
- Applies to existing residential buildings where each residential unit to be converted already has some individual wet service core, and the unit configuration is already modular (e.g. hotel suites with en-suite bathrooms and/or kitchenettes).

Complex conversion of existing occupied inner city or township non-residential buildings currently occupied for residential purposes owned by or taken over by the municipality or province.

- More extensive alterations and additions to structure, layout, fittings and services to effect complete change in configuration and use; and
- Applies to buildings where there are only centralised existing wet cores (offices, hotels and residences with communal ablution facilities and central cooking and dining), and where the re-configuration may require more extensive structural alterations (e.g. demolition and re-positioning of walls to create modular units in open plan areas, including possible reinforcement of supporting structures as required).

New build in fill on existing hostel or state-owned rental stock sites, or occupied existing inner city or township building sites owned or to be taken over by the municipality or province-

- New buildings with self-contained units, or rooms with shared facilities in open space as part of hostel sites densification, or to replace demolished buildings.

New build on green fields sites as part of de-densification of re-development of hostels-

- New buildings/residential complexes developed by municipalities on vacant sites linked to re-development of hostels.

10.5.5 STABILISATION INTERVENTION (OPTION 1)

a) APPLICABILITY

REDEVELOPMENT OPTION	TYPE OF STOCK			
	Hostels - public and gray sectors	Balance of EEDBS (flats not transferable)	Post 1994 new public stock	Existing occupied inner city or township buildings
1. Stabilisation Intervention				

Notes:

- i. Stabilisation is applied, after assessment, to facilities that are not in a condition that warrants demolition, but where they pose potential threats to the health and safety of occupants.
- ii. Minimum intervention to get the facility health and safety compliant (not necessarily in terms of NBR, by-laws, town planning scheme, NHBRC, OHSA).
- iii. Applies mainly to activities such as making safe of electrical installations and structural aspects in danger of collapse, and emergency repairs to dysfunctional water and sanitary installations.
- iv. It is assumed that stabilisation will be followed quickly by one of the other permanent redevelopment options (e.g. refurbishment, conversion), and that it will therefore, be done with minimal community facilitation involving only communication and co-ordination of activities with the resident community, the cost of which is included in the rate for feasibility studies below. More comprehensive facilitation, as well as temporary re-location and accommodation will only happen in the subsequent redevelopment phase, and the cost of these will be included in the rates for those options.

b) FEASIBILITY STUDY GUIDELINES

For this option a very basic feasibility study is required, and it would generally entail preparing only the following:

- Basic community facilitation involving communication of intent and co-ordination of works activities only;

- A quick scoping report (visual site survey) to compile a list of essential work to be done (relevant municipal official(s) with help of architect, structural/civil and electrical engineer, construction and/or project manager); and
- Cost estimates and cash-flows (Quantity Surveyor).

Note: In other options that follow stabilisation, the cost of facilitation, temporary accommodation, etc. will be given as a separate rate. In this option, because there is minimal facilitation, the cost thereof is included as part of the feasibility studies.

c) **WORKS ACTIVITY OUTLINE**

The Works comprise the following where applicable:

- Minimum repair to leaking and blocked sewers on site;
- Minimum repair to leaking water pipes only where threat of flooding exists;
- Repair/replace dysfunctional sanitary fittings;
- Make electrical installation safe (repair/replace power sockets, light fittings, ensure no open live wiring, repair/install earth leakage/ trip switches, etc);
- Take minimum measures to prevent flooding of buildings (grading, open channels, stabilised earth berms or sandbag barriers);
- Remove items that may pose immediate hazards to health and safety such as broken glass and other sharp objects, toxic substances, rotting organic materials, in or near occupied buildings and commonly used walkways;
- Repair and/or temporarily support and/or barricade damaged and rusting steel fire escape stairs, walkway and balcony balustrading;
- Provide temporary support to parts of structure (e.g. roofs) in danger of collapse;
- Vacate and barricade parts of buildings where structure is unsafe, and where it is not practical to provide temporary support or repairs;
- Barricade broken/malfunctioning lifts in multi-storey buildings;

- Provide/supplement/repair basic fire fighting equipment (extinguishers, hydrants and hose reels);
- Clear fire escape routes of obstructions such as locked or barricaded escape doors, accumulated rubble, or structures put up by landlords or residents; and
- Compile and provide house rules, and train residents in basic health and safety conduct with regard to use/abuse of electricity, sanitary facilities, littering and waste disposal, maintaining fire safety, including instituting systems for maintaining all the above.

d) PROJECT CAPITAL COST

Total Project Capital Cost comprises the following elements:

- Cost of feasibility studies;
- Cost of works; and
- Professional fees;

Cost of works element above is calculated by multiplying the given rate per square metre with the total of all enclosed covered building areas at all floor levels of the facility.

e) COST OF FEASIBILITY STUDIES

Includes for:

- Costs and consulting fees for activities as per Feasibility Study Guidelines above.

Fixed Cost: 1.0% of cost of works

f) COST OF WORKS

Includes for:

- Contract preliminaries;
- Works as per Works Activity Outline above;
- Contract contingencies (10%); and
- Allowance for building cost escalations during planning (3 months)

and implementation (3 months) periods within the financial year of application.

Rate: R320,00/m²

g) PROFESSIONAL FEES

Includes for fees and disbursements for the following professionals employed to manage the works execution phase, and excluding any of the functions under feasibility studies above:

- Architect- help with technical, procurement and contract documentation and process supervision, advice on technical queries;
- Quantity surveyor- help with procurement and contract documentation and process, financial administration of the contract;
- Civil/structural engineer- help with technical, procurement and contract documentation and process, supervision, advice on technical queries;
- Electrical engineer- help with technical, procurement and contract documentation and process, supervision, advice on technical queries;
- Mechanical engineer (where applicable) – help with technical, procurement and contract documentation and process, supervision, advice on technical queries;
- Construction manager- help with procurement and contract documentation and process, supervision, advice on technical queries; and
- Any of the above as principal agent or alternatively a separate professional project manager.

Fixed cost: 2.5% of cost of works

10.5.6 DEMOLITION AND SITE REHABILITATION (OPTION 2)

a) APPLICABILITY

RE/DEVELOPMENT OPTION	TYPE OF STOCK			
	Hostels – public and grey sectors	Balance of EEDBS (flats not transferred)	Post 1994 new public stock	Existing occupied inner city or township buildings
2. Demolition and site rehabilitation	2.1 Simple	2.1 Simple		2.1 Simple
	2.2 Medium complex	2.2 Medium complex		2.2 Medium complex
	2.3 Complex	2.3 Complex		2.3 Complex

Notes:

- i. Demolition, after assessment is applied to existing facilities to remove buildings, structures and services (where applicable) that are derelict and unsafe, and which are no longer structurally or economically viable i.e. too costly and unpractical to maintain and/or repair, and to rehabilitate the site for use as open space, or in preparation for immediate or future in fill new build.
- ii. Demolition results in loss of existing accommodation on a permanent and/or temporary basis. It requires therefore, extensive community facilitation, as well as providing temporary or permanent relocation facilities. For relocation under this option it is suggested that in the case of permanent relocation, the municipality could apply for the relocation grant as per the Informal Settlement Upgrading Programme. A rate is given below for temporary relocation where residents are accommodated elsewhere on or near the site and brought back again as redevelopment (infill, etc) is completed in phases.
- iii. Terms used in the shaded blocks mean the following:
 - a) **Simple demolition**
 Single storey structures;
 Demolition to just below ground level only – no removal of foundations, underground services;
 Limited breaking up of paving and roads, boundary walls, etc; and
 No major rehabilitation of site required.

b) Medium complex demolition

Double storey structures no structural frame, slabs on load bearing masonry walls only;
Demolition to just below ground level only – no removal of foundations, underground services;

Limited breaking up of paving and roads, boundary walls etc, and
No major rehabilitation of site required.

c) Complex demolition

Low-rise walk-up structures (2-4 storeys) with reinforced concrete or steel structural frame within fill walls;

No major installations that need removal such as lifts, boilers, air conditioning plant, strong rooms and safes, central kitchens and laundries with stacks; and
No major rehabilitation of site required.

Demolition of medium to high-rise buildings (4 to 13 storeys) with reinforced concrete or steel structural frame within fill walls, and with major installations that need removal such as lifts, boilers, air conditioning plant, strong rooms and safes, central kitchens and laundries with stacks is too difficult to cost for on a standard rate and may in any case never be required. For such buildings in densely built-up areas the only practical method might be implosion. This is a highly specialised technique carried out by experts. The structure is first stripped as usual, then flattened to a pile of rubble by carefully controlled implosion, and the rubble loaded with heavy equipment and removed to dumping sites. The costs involved however, render it unlikely to happen under this programme, and no option for that is therefore, included.

b) FEASIBILITY STUDY GUIDELINES

For this option a reasonably comprehensive feasibility study is required, and it would generally entail preparing the following:

- Physical condition survey to determine if structure and services can still be saved;
- Financial viability study to determine if potential income is sufficient to warrant remedial work and/or continued maintenance expenses; and
- Cost estimates and cash-flows for the demolition work, community facilitation and permanent and/or temporary relocation.

c) WORKS ACTIVITY OUTLINE

Demolition works comprise the following as applicable to simple/medium complex/complex demolitions respectively:

c (i) SIMPLE DEMOLITIONS (SINGLE STOREY BUILDINGS), INCLUDING RUBBLE REMOVAL AND SITE REHABILITATION

- Carry out community facilitation workshops;
- Arrange and carry out temporary and/or permanent relocation of residents;
- Obtain demolition permit if applicable;

Identify materials, components and fixtures with salvage value, decide on method of taking down and disposal (direct selling from site, auction or delivery to second-hand building material dealers).

This usually applies (but not limited) to:

- Roof sheets and tiles;
- Roof timbers;
- Windows;
- Doors and frames; and
- Taps, traps and sanitary fittings.
- Disconnect water and electrical supplies;
- Erect all necessary temporary supports and stays, hoardings and fences;
- Loosen and take off roof sheets and/or tiles, clean and straighten as necessary, and dispose;
- Take down ceilings where applicable and remove to dumping site;
- Loosen and take off roof timbers, de-nail as necessary and dispose
- Break out windows and dispose;
- Take down doors and dispose;

- Break out door frames and dispose;
- Take down fillings and fixtures and dispose;
- Break down ground floor walls and remove rubble to approved dumping site;
- Break up ground floor slab, hard-core filling and foundation walls to required depth below ground level, and remove to approved dumping site;
- Using remainder of filling under broken up floors to fill and compact portions of foundation and service trenches opened up;
- Sealing off existing water supply pipes, electrical supply cables and soil drains below ground level; and
- Clearing site of all remaining rubble, and leaving clean and level

c (ii) MEDIUM COMPLEX DEMOLITIONS (DOUBLE STOREY BUILDINGS, NO FRAMED STRUCTURE), INCLUDING RUBBLE REMOVAL AND SITE REHABILITATION

- Carry out community facilitation workshops;
- Arrange and carry out temporary and/or permanent relocation of residents;
- Obtain demolition permit if applicable;
- Identify materials, components and fixtures with salvage value, decide on method of taking down and disposal (direct selling from site, auction or delivery to second-hand building materials dealer(s)). This usually applies (but not limited) to:
 - Roof sheets and tiles and roof timbers;
 - Windows;
 - Doors and frames; and
 - Taps, traps and sanitary fittings.
- Disconnect water and electrical supplies;

- Erect all necessary temporary supports and stays, hoardings and fences, and chutes and/or ramps for removal of rubble from first floor;
- Loosen and take off roof sheets and/or tiles, clean and straighten as necessary, and dispose;
- Take down ceilings where applicable and remove to dumping site;
- Loosen and take off roof timbers, de-nail as necessary, and dispose;
- Break out windows and dispose;
- Take down doors and dispose;
- Break out door frames and dispose;
- Take down fittings and fixtures and dispose;
- Break down infill/load-bearing walls on the different floor levels, from the top down, and remove rubble to approved dumping site;
- Breakup first floor slabs on load-bearing walls, and remove rubble to approved dumping site;
- Breakdown ground floor walls and remove rubble to approved dumping site;
- Break up ground floor slab, hard-core filling and foundation walls to required depth belowground level, and remove to approved dumping site;
- Using remainder of filling under broken up floors to fill and compact portions of foundation and service trenches opened up;
- Sealing off existing water supply pipes, electrical supply cables and soil drains below ground level; and
- Clearing site of all remaining rubble, and leaving clean and level.

c (ii) COMPLEX DEMOLITIONS (MULTI STOREY LOW RISE BUILDINGS, WITH FRAMED STRUCTURE), INCLUDING RUBBLE REMOVAL AND SITE REHABILITATION

- Carry out community facilitation workshops;
- Arrange and carry out temporary and/or permanent relocation of residents;
- Obtain demolition permit if applicable;
- Identify materials, components and fixtures with salvage value, decide on method of taking down and disposal (direct selling from site, auction or delivery to second-hand building materials dealer(s)). This usually applies (but not limited) to:
 - Roof sheets and tiles and roof timbers;
 - Windows Doors and frames; and
 - Taps, traps and sanitary fittings.
- Disconnect water and electrical supplies;
- Erect all necessary temporary supports and stays, hoardings and fence and chutes and/or ramps for removal of rubble from first floor;
- Loosen and take off roof sheets and/or tiles, clean and straighten as necessary, and dispose;
- Take down ceilings where applicable and remove to dumping site;
- Loosen and take off roof timbers, de-nail as necessary, and dispose;
- Break out windows and dispose;
- Take down doors and dispose;
- Break out door frames and dispose;
- Take down fittings and fixtures and dispose;
- Break down infill/load-bearing walls on the different floor levels, from the top down, and remove rubble to approved dumping site;
- Break down ground floor wall and remove rubble to approved dumping site;

- Breakdown structural frame on the different floor levels from the top down, and remove rubble to approved dumping site;
- Break up ground floor slab, hard-core filling and foundation walls to required depth below ground level, and remove to approved dumping site;
- Using remainder of filling under broken up floors to fill and compact portions of foundation and service trenches opened up;
- Sealing off existing water supply pipes, electrical supply cables and soil drains below ground level; and
- Clearing site of all remaining rubble, and leaving clean and level.

c (iv) ESTIMATED PROJECT CAPITAL COST

Total Project Capital Cost comprises the following elements:

- Cost of feasibility studies;
- Cost of community facilitation;
- Cost of temporary relocation;
- Cost of works; and
- Professional fees

Cost of works element above calculated by multiplying the given rate per square metre with the total of all enclosed covered building areas at all floor levels of the buildings to be demolished.

(v) COST OF FEASIBILITY STUDIES provides for:

- Costs and consulting fees for activities as per Feasibility Study Guidelines above

Fixed Cost: 1.5% of cost of works

c (vi) COST OF COMMUNITY FACILITATION provides for:

- All communication and co-ordination of project execution with community structures on an ongoing basis; and

- Conducting a series of information and planning workshops with the community.

Fixed Cost: 0.15% of cost of works

c (vii) COST OF RELOCATION

Permanent relocation provides for:

It is suggested the municipality applies for the relocation grant under the Informal Settlement Upgrading Programme.

If the above is not contemplated, the rate that could be used for permanent relocation is **R36.00/m²**, which provides for:

- Loading and Transport;
- Social services support; and
- Food support.

Temporary relocation on or near the site provides for:

- Loading and moving residents and belongings to new temporary accommodation;
- Loading and moving residents and belongings back into new infill accommodation on site; and
- Food support.

Rate: R42.00/m²

c (viii) COST OF WORKS

Cost of demolition and site rehabilitation includes for:

- Contract preliminaries;
- Cost of demolition work as per Works Activity Outline above, and placing of rubble at loading points on site;
- Cost of cleaning, and preparation of salvaged materials for sale or re-use (no credit for salvaged materials allowed—values too varied and uncertain);
- Contract contingencies (10%); and

- Allowance for building cost escalations during planning (6 months) and implementation (6 months) periods after date of application.

Cost of rubble removal to approved dumping sites includes for:

- Loading onto trucks by hand and/or mechanical loader, transportation to approved dumping site within a 30 km radius, and fees payable at the dumping site (Up to R80/ton dumping fee allowed).

Rates:

- **Simple demolition:** R320.00/m²
- **Medium complex demolition:** R470.00/m²
- **Complex demolition:** R580.00/m

x) PROFESSIONAL FEES

Includes for fees and disbursements for the following professionals employed to manage the works execution phase, and excluding any of the functions under feasibility studies above:

- **Architect** – help with technical, procurement and contract documentation and process, supervision, advice on technical queries;
- **Quantity surveyor** – help with procurement and contract documentation and process, financial administration of the contract;
- **Civil/structural engineer** – help with technical, procurement and contract documentation and process, supervision, advice on technical queries;
- **Electrical engineer** – help with technical, procurement and contract documentation and process, supervision, advice on technical queries;
- **Mechanical engineer (where applicable)** – help with technical, procurement and contract documentation and process, supervision, advice on technical queries;
- **Construction manager**- help with procurement and contract documentation and process, supervision, advice on technical queries; and

Any of the above as principal agent, or alternatively a separate professional project manager.

Fixed cost: 2.5% of cost of works

10.5.7 REFURBISHMENT OF EXISTING RENTAL STOCK, HOSTELS OR EXISTING OCCUPIED INNER CITY BUILDINGS (OPTION 3)

a) APPLICABILITY

REDEVELOPMENT OPTION	TYPE OF STOCK			
	Hostels – public and grey sectors	Balance of EEDBS (flats not transferred)	Post 1994 new public stock	Existing occupied inner city or township buildings
3. Refurbishment	3.1 Basic	3.1 Basic		3.1 Basic
	3.2 Upgrade	3.2 Upgrade		3.2 Upgrade

Notes:

- i) Taking over of existing occupied buildings not owned by the municipality or Provincial Department – total cost of taking over and refurbishment funded through CRU funds must be accommodated within the costing parameters set out below.
- ii) Basic refurbishment is applied in order to renovate existing residential buildings where structure and services are largely intact, but may require some remedial work to restore to full functionality, and finishes have deteriorated to a non acceptable level or are absent.
- iii) Upgrade refurbishment is applied in order to renovate existing residential buildings where structure and services are largely intact, but may require some remedial work to restore to full functionality and finishes have deteriorated to an unacceptable level or are absent. In addition the original specification is enhanced by for instance installing floor finishes on original cement floors and kitchen sink units where previously there were none.
- iv) Terms used in the shaded blocks mean the following:

Basic refurbishment (no upgrade)–

- Replacement, repair and redecoration of existing structure, finishes, fittings, and services as required to re-instate facility to its original state of functionality and habitability;
- No alterations and additions to structure and layout; and
- No specification upgrade involved (e.g. no floor finishes, kitchen sink units, etc where there were none to start with)

Upgrade refurbishment-

- Replacement, repair and redecoration of existing structure, finishes, fittings, structure and services as required to re-instate facility to its original state of functionality and habitability; and
- No alterations and additions to structure and layout.
- Original specifications simultaneously upgraded (e.g. installation of floor finishes where there were only cement floors, kitchen sink units where there were none to start with, etc.);

Basic refurbishment could be carried out while units remain occupied, provided there is good facilitation and co-ordination with residents;

Upgrade refurbishment could also be carried out while units are occupied, but with more disruption and co-ordination required; and

If temporary accommodation is available on or near the site, temporary relocation may be a more practical option for both type of refurbishment.

b) FEASIBILITY STUDY GUIDELINES

For this option a reasonably comprehensive feasibility study is required, and it would generally entail preparing the following:

- Condition survey, including establishing scope of work required;
- Socio-economic survey to determine need and affordability of refurbished accommodation;
- Conceptual design;
- Preliminary cost estimates; and
- Financial viability study and cash-flows.

c) OUTLINE SCOPE OF WORKS

c (i) BASIC REFURBISHMENT (NO SPECIFICATION UPGRADE):

- Repair leaking and blocked sewers on site;
- Repair leaking water pipes;

- Repair/replace broken sanitary fittings;
- Make electrical installation safe (repair/replace power sockets, light fittings, ensure no open live wiring, repair/install earth leakage/trip switches, etc);
- Repair electrical installation to ensure adequate light and power where needed;
- Take minimum measures to ensure effective storm water disposal and prevent flooding and pond formation around buildings (grading, open channels, stabilised earth berms or sand bag barriers);
- Clean site and remove rubble, excessive vegetation, etc that may pose hazards to health and safety;
- Repair/supplement rubbish bins and refuse collection areas;
- Improve security (repair fences and gates, repair/replace damaged entrance door locks and/or doors);
- Replace broken window panes;
- Repair/replace and repaint damaged and rusting steel fire escape stairs, walk way and balcony balustrading and handrails;
- Repair damaged water proofing to concrete roofs, etc;
- Seal porous and leaking external walls;
- Repair/reseal/replace damaged/leaking roof tiles and sheets;
- Repair broken/mafunctioning lifts;
- Open up, reinforce as necessary, and fill cracks, holes, pitted floor and wall surfaces, etc;
- Strip/sand down/wire brush existing paint finishes, clean surfaces, prepare and apply new finishes;
- Lift part or whole of floor finishes, clean surfaces, prepare and patch/apply new finishes if applicable;
- Remove and replace defective parts of roofs and ceilings where applicable;
- Repair/replace damaged/defective fascias, gutters and down pipes;

- Service/repair/replace door locks, window furniture, fittings and fixtures as required;
- Replace defective/damaged door locks and/or doors complete;
- Break out and replace door frames if required, and make good walls and finishes;
- Break out and replace window frames if required, and make good walls and finishes;
- Replace defective parts of water and waste pipe installations;
- Repair/replace damaged/defective sanitary fittings, taps, etc; and
- Repair/replace damaged cabinets, kitchen sink units and other fittings.

c (ii) FOR UPGRADE REFURBISHMENT – IN ADDITION TO THE ABOVE

- Install carpeting and/or vinyl flooring and/or ceramic tiling on original cement floors;
- Install sink cabinets where none existing;
- Install ceilings where none existing; and
- Upgrade electrical installation.

c (iii) ESTIMATED PROJECT CAPITAL COST

Total Project Capital Cost comprises the following elements:

- Cost of feasibility studies;
- Cost of community facilitation;
- Cost of temporary relocation;
- Cost of tenant regularisation;
- Cost of works (including cost of taking over where applicable); and
- Professional fees.

Cost of each element above calculated by multiplying the given rate per square metre with the total of all enclosed covered building areas at all floor levels of the buildings to be demolished.

c (iv) COST OF FEASIBILITY STUDIES provides for:

- Costs and consulting fees for activities as per Feasibility Study Guidelines above.

Fixed Cost: 2.5% of cost of works

c (v) COST OF COMMUNITY FACILITATION provides for:

- All communication and co-ordination of project execution with community structures on an ongoing basis; and
- Conducting a series of information and planning workshops with the community.

Fixed Cost: R500 per unit

c (vi) COST OF RELOCATION

Permanent relocation:

It is suggested that the municipality applies for the relocation grant under the Informal Settlement Upgrading Programme.

If the above cannot be contemplated, the rate that could be used for permanent relocation is R36.00/m², which provides for:

- Loading and Transport;
- Social services support; and
- Food support.

Temporary relocation on or near the site provides for:

- Loading and moving residents and belongings to new temporary accommodation;

- Loading and moving residents and belongings back in to new infill accommodation on site; and
- Food support.

Rate: R42.00/m²

c (vii) COST OF TENANT REGULARISATION provides for:

- Tenant audit to determine identity and legal status of tenants, who occupies units, occupation densities, affordability levels;
- Preparing new leases and ensuring all tenants sign them, and tenant data files are updated; and
- Drawing up lists of tenants requiring "rightsizing" (cost of physical relocation elsewhere).

Fixed cost: R350 per unit

c (viii) COST OF WORKS

Cost of refurbishment provides for:

- Contract preliminaries
- Cost of refurbishment work as per Outline Scope of Works above, including cost of taking over buildings not owned where applicable;
- Contract contingencies (10%); and
- Allowance for building cost escalations during planning (6 months) and implementation (12 months) periods after date of application.

Rates:

- **Basic refurbishment: R2650.00/m²**
- **Upgrade refurbishment: R3240.00/m²**

c (ix) PROFESSIONAL FEES

Includes for fees and disbursements for the following professionals employed to manage the works execution phase, and excluding any of the functions under feasibility studies above:

- Architect—help with technical, procurement and contract documentation and process, supervision, advice on technical queries;
- Quantity surveyor—help with procurement and contract documentation and process, financial administration of the contract;
- Civil/structural engineer – help with technical, procurement and contract documentation and process, supervision, advice on technical queries;
- Electrical engineer – help with technical, procurement and contract documentation and process, supervision, advice on technical queries
- Mechanical engineer (where applicable) – help with technical, procurement and contract documentation and process, supervision, advice on technical queries
- Construction manager - help with procurement and contract documentation and process, supervision, advice on technical queries
- Any of the above as principal agent, or alternatively a separate professional project manager

Fixed cost: 7.5% of cost of works

**10.5.8 CONVERSION (OF HOSTELS OR EXISTING OCCUPIED INNER CITY OR TOWNSHIP BUILDINGS)
(OPTION 4):**

a) APPLICABILITY

RE/DEVELOPMENT OPTION	TYPE OF STOCK			
	Hostels - public and gray sectors	Balance of EEOBS (flats not transferro	Post 1994 new public stock	Existing occupied inner city or township
4. Conversion	4.1 Hostels			4.2 Simple
				4.3 Complex

Notes:

i) Hostels:

To convert single sex dormitory accommodation with inadequate facilities, privacy and security, where occupants live in isolation from surrounding communities, into integrated, quality living environments that are affordable to the mainly poor occupants.

Possible types of conversion:

To "family" units (1 and or 2 bedrooms);

To bedsitter/bachelor flats (1 or 2 beds); and

To communal units with shared facilities (max 6 beds per shared facility)

iii) Existing occupied inner city or township buildings:

To turn occupied run-down buildings originally designed for residential or other purposes into viable complexes that provide permanent, secure and affordable residence to individuals, couples and families in the inner city or townships;

Possible types of conversion to bachelor, 1 and or 2 bedroom flats from:

Office buildings;

Hotels and residential hotels; and

Residences.

- iv) Although it is possible to convert warehouses, hospitals, schools, etc., the specifications of these options are too varied, costly and complex to build into a generic model. It is excluded therefore, from this model. In the event that options outside of this model is considered it must be done on the basis of the standard grant with any top up requirements to be funded from own funds.

Terms used in the shaded blocks of the above table mean the following:

- **Hostel conversion –**
 - Alterations and additions to structure and layout to change from dormitories to self-contained units, incorporating simultaneous replacement, repair and re-decoration of existing structure, fittings and finishes as required.
- **Dormitories –**
 - Typical hostel configurations consisting of small bed cubicles or communal sleeping halls sharing limited ablution, cooking and dining facilities.
- **Self-contained units –**
 - Bachelor, single or multi-bedroom flats with self-contained cooking, dining and ablution facilities within the unit, and reasonably sized communal units (2-6 beds) with shared facilities within the unit.
- **Simple conversion of existing inner city buildings –**
 - Minor alterations and additions to structure, layout and services;
 - Simultaneous rehabilitation of structure, finishes, fittings and services of existing parts not altered;
 - Applies to existing residential buildings where each residential unit to be converted already has some individual wet service core, and the unit configuration is already modular (e.g. hotel suites with en-suite bathrooms and/or kitchenettes).
- **Complex conversion of existing inner city buildings**
 - More extensive alterations and additions to structure, layout, fittings and services to effect complete change in configuration and use;

Applies to buildings where there are only centralised existing wet cores (offices, hotels and residences with communal ablution facilities and central cooking and dining), and where the re-configuration may require more extensive structural alterations (e.g. demolition and re-positioning of walls to create modular units in open plan areas, including possible reinforcement of supporting structures as required).

Although the original condition of a facility (poor/fair) has some influence on the cost of conversion, no distinction is made in the rates applicable to those options for the original condition. The problem is that in assessing original condition, the categorisation into poor or fair becomes to some extent a discretionary call, especially in marginal cases. Also conversion usually entails such an extent of removal and simultaneous rehabilitation of existing work that the importance of the original condition is to ascertain extent negated (except with regard to site services). The estimated capital cost rates given make provision therefore, for an average degree of remedial work to site services, but do not cover major or complete replacement of site services, which must be carried out by the municipality under another programme/funding arrangement.

Conversion results in loss of existing accommodation on a permanent and/or temporary basis. It requires therefore, extensive community facilitation, as well as providing for temporary or permanent relocation. For relocation under this option it is suggested that for permanent relocation the municipality could apply for the relocation grant as per the Informal Settlement Upgrading Programme. A rate is given below for temporary relocation where residents are accommodated elsewhere on or near the site and brought back again as redevelopment is completed in phases.

b) FEASIBILITY STUDY GUIDELINES

For this option a reasonably comprehensive feasibility study is required, and it would generally entail preparing the following:

- Building assessment, including establishing scope of work required;
- Socio-economic survey to determine need and affordability of converted accommodation;
- Urban design framework or similar contextual motivation report;
- Conceptual design;
- Preliminary cost estimates; and

- Financial viability study and cash-flows.

c) OUTLINE OF SCOPE OF WORKS

c (i) THE WORK FOR HOSTEL CONVERSION COMPRISES:

- Removal of fittings and pipe work in communal ablutions and kitchens;
- Re-positioning of walls as required for compartmentalisation into separate units in terms of new designs;
- Re-positioning of doors and windows as required for compartmentalisation into separate units in terms of new designs;
- Building extensions as required by new designs;
- Installation of new kitchens and bathrooms to individual units;
- Installation of electrical distribution boards, lights and power outlets to each self-contained unit;
- Extension of site services to pick up individual unit connections; and
- Renovation/rehabilitation of remaining existing works as per refurbishment options.

c (ii) THE WORK FOR SIMPLE CONVERSION OF EXISTING INNER CITY BUILDINGS COMPRISES:

- Minor re-positioning of walls as required to render separate units more functional in terms of new designs;
- Minor re-positioning of doors and windows as required to render separate units more functional in terms of new designs;
- Minor alterations/upgrading of existing kitchens and bathrooms to individual units;
- Installation of separate geysers to each unit (if not already in); and
- Renovation/rehabilitation of remaining existing works as per Refurbishment options.

c (iii) THE WORK FOR COMPLEX CONVERSION OF EXISTING INNER CITY BUILDINGS COMPRISES:

- Removal of fittings and pipe work in centralised ablutions and tea kitchens;

- Re-positioning of walls as required for compartmentalisation into separate units in terms of new designs;
- Structural adaptations in multi-storey buildings to accommodate new layouts;
- Re-positioning of doors and windows as required for compartmentalisation into separate units in terms of new designs;
- Building extensions as required by new designs;
- Installation of new kitchens and bathrooms to individual units;
- Installation of electrical distribution boards, lights and power outlets to each new self-contained unit;
- Extension of site services to pick up individual unit connections; and
- Renovation/rehabilitation of remaining existing works as per Refurbishment options.

c (iv) ESTIMATED PROJECT CAPITAL COST

Total Project Capital Cost comprises the following elements:

- Cost of feasibility studies;
- Cost of community facilitation;
- Cost of temporary relocation;
- Cost of tenant regularisation;
- Cost of works (including cost of taking over buildings not owned by the or Provincial Department);
- Professional fees; and

Cost of each element above calculated by multiplying the given rate per square metre with the total of all enclosed covered building areas at all floor levels of the buildings to be demolished.

1c (v) COST OF FEASIBILITY STUDIES provides for:

- Costs and consulting fees for activities as per Feasibility Study Guidelines (4.2) above;

Fixed Cost: 2.5% of the cost of works.

c (vi) COST OF COMMUNITY FACILITATION provides for:

- All communication and co-ordination of project execution with community structures on an ongoing basis; and
- Conducting a series of information and planning workshops with the community.

Fixed Cost: R500 per unit.

c (vii) COST OF RELOCATION

It is suggested the municipality applies for the relocation grant under the Informal Settlement Upgrading Programme.

If the above not contemplated, the rate that could be used for permanent relocation is R36.00/m², which includes for:

- Loading and Transport;
- Social services support; and
- Food support.

Temporary relocation on or near the site: provides for:

- Loading and moving residents and belongings to new temporary accommodation;
- Loading and moving residents and belongings back into new infill accommodation on site; and
- Food support.

Rate: R42.00/m²

c (viii) COST OF TENANT REGULARISATION provides for:

- Tenant audit to determine identity and legal status of tenants, who occupies units, occupation densities, affordability levels;
- Preparing new leases and ensuring all tenants sign them, and tenant data files are updated; and
- Drawing up lists of tenants requiring "rightsizing" (cost of physical relocation elsewhere).

Fixed cost: R350 per unit.

c (ix) COST OF WORKS provides for:

- Contract preliminaries;
- Cost of conversion work as per Outline Scope of Works (4.3) above, including cost of taking over existing occupied buildings not owned by the municipality or provincial government;
- Contract contingencies (10%); and
- Allowance for building cost escalations during planning (9 months) and implementation (12 months) periods after date of application.

Rates:

- Hostel conversion: R4 860.00/m²
- Simple conversion of existing inner city buildings: R3 880.00/m²
- Complex conversion of existing inner city buildings: R6 510.00/m²

d) PROFESSIONAL FEES

Includes for fees and disbursements for the following professional employed to manage the works execution phase, and excluding any of the functions under feasibility studies above:

- Architect—help with technical, procurement and contract documentation and process, supervision, advice on technical queries;

10.5.9 NEW BUILD INFILL ON HOSTEL REDEVELOPMENT SITES, REDEVELOPMENT OF EXISTING STATE-OWNED RENTAL STOCK, AND OCCUPIED BUILDINGS OWNED OR TAKEN OVER BY MUNICIPALITY OR PROVINCE (OPTION 5)

a) APPLICABILITY

REDEVELOPMENT OPTION	TYPE OF STOCK			
	Hostels – public and grey sectors	Balance of EEDBS (flats not transferred)	Post 1994 new public stock	Existing occupied inner city or township buildings
5. New build infill on existing site	5.1 Walk-ups	5.1 Walk-ups		5.1 Walk-ups

Notes:

- i) New build infill on existing sites - New buildings with self-contained units or rooms with shared facilities in open space as part of densification, or to replace demolished buildings. To achieve better site utilisation through densification (building in existing open spaces), or replacement of derelict parts of the facilities with new ones;
- ii) Walk-ups - new buildings from 2 to maximum 4 storey in height, with floors slabs on load-bearing masonry, and/or framed concrete structures with infill walls, conventional pitched roofs as above, with a mix of self-contained units (bedsitters, 1, 2 bedroom units and communal units with shared facilities), and with the different levels connected by external stairs (no lifts); and
- iii) New build infill will only apply to hostel redevelopment projects, sites containing EEDBS stock or existing occupied inner city or township buildings owned or to be taken over by the municipality or province.

- Quantity surveyor – help with procurement and contract documentation and process, financial administration of the contract;
- Civil/structural engineer – help with technical, procurement and contract documentation and process, supervision, advice on technical queries;
- Electrical engineer – help with technical, procurement and contract documentation and process, supervision, advice on technical queries;
- Mechanical engineer (where applicable) – help with technical, procurement contract documentation and process, supervision, advice on technical queries;
- Construction manager - help with procurement and contract documentation and process, supervision, advice on technical queries; and
- Any of the above as principal agent, or alternatively a separate professional project manager.

Fixed cost: 9.5% of the cost of works.

b) FEASIBILITY STUDY GUIDELINES

For this option a comprehensive feasibility study is required, and it would generally entail preparing the following:

- Site assessment, including updated geotechnical survey;
- Socio-economic survey to determine need and affordability of newly built accommodation;
- Urban design frame work or similar contextual motivation report;
- Conceptual design;
- Preliminary cost estimates; and
- Financial viability study and cash-flows.

c) OUTLINE OF THE SCOPE OF WORKS

The work for new build infill after feasibility, facilitation, and regularisation comprises:

- Design development and technical documentation;
- Building contract procurement – documentation and process;
- Construction and contract administration;
- Contract completion, handover and close-out; and
- Leasing, tenant training, and handing over units for occupation.

ESTIMATED PROJECT CAPITAL COST

Total Project Capital Cost comprises the following elements:

- Cost of feasibility studies;
- Cost of community facilitation;
- Tenanted cost;
- Cost of works; and

- Professional fees.

e) COST OF FEASIBILITY STUDIES provides for:

- Costs and consulting fees for activities as per Feasibility Study Guidelines.

f) COST OF COMMUNITY FACILITATION provides for:

- All communication and co-ordination of project execution with community structures on an ongoing basis; and
- Conducting a series of information and planning workshops with the community.

g) TENANTING COST

This could have been added to community facilitation costs, but it is suggested that the facilitation rate be kept standard across all options, and a separate allowance be made available for tenants in newly built units. (It could also be included under cost of works, but that would affect professional fees).

Includes for:

- Recruiting tenants, preparation and signing of leases, processing applications and screening tenants, unit allocation, tenant training and handing over of units for occupation.

h) COST OF WORKS includes for:

- Contract preliminaries;
- Cost of conversion work as per Outline of the Scope of Works above;
- Contract contingencies (5%); and
- Allowance for building cost escalations during planning (9 months) and implementation (12 months) periods after date of application.

i) PROFESSIONAL FEES

Includes for fees and disbursements for the following professionals employed to manage the works execution phase, and excluding any of the functions under feasibility studies above:

h) COST OF WORKS

COST OF WORKS provides for:

- Contract preliminaries;
- Cost of new construction work as per Outline Scope of Works above;
- Contract contingencies (5%); and
- Allowance for building cost escalations during planning (9 months) and implementation (12 months) periods after date of application.

i) PROFESSIONAL FEES

Includes for fees and disbursements for the following professionals employed to manage the works execution phase, and excluding any of the functions under feasibility studies above:

- Architect-project design, help with technical, procurement and contract documentation and process, supervision, advice on technical queries;
- Quantity surveyor – help with procurement and contract documentation and process, financial administration of the contract;
- Civil/structural engineer–civil/structural design, help with technical, procurement and contract documentation and process, supervision, advice on technical queries;
- Electrical engineer – electrical design, help with technical, procurement and contract documentation and process, supervision, advice on technical queries;
- Construction manager - help with procurement and contract documentation and process, supervision, advice on technical queries; and
- Any of the above principal agent, or alternatively a separate professional project manager.

d) ESTIMATED PROJECT CAPITAL COST

Total Project Capital Cost comprises the following elements:

- Cost of feasibility studies;
- Cost of community facilitation;
- Tenanting cost;
- Cost of works; and
- Professional fees.

Cost of each element above calculated by multiplying the given rate per square metre with the total of all enclosed covered building areas at all floor levels of the buildings to be demolished.

e) COST OF FEASIBILITY STUDIES provides for:

- Costs and consulting fees for activities as per Feasibility Study Guidelines above.

f) COST OF COMMUNITY FACILITATION provides for:

- All communication and co-ordination of project execution with community structures on an ongoing basis; and
- Conducting a series of information and planning workshops with the community.

g) TENANTING COST

This could have been added to community facilitation costs, but it is suggested that the facilitation rate be kept standard across all options, and a separate allowance be made for tenanting of newly built units. (It could also be included under cost of works, but that would affect professional fees).

Tenanting cost provides for:

- Recruiting tenants, preparation and signing of leases, processing applications and screening tenants, unit allocation, tenant training and handing over of units for occupation.

- Urban design framework or similar contextual motivation report;
- Conceptual design;
- Preliminary cost estimates; and
- Financial viability study and cash - flows.

All redevelopment options assumed to be either on government-owned land, or if not, that land acquisition and formal town planning procedures such as township establishment, re-zoning, etc to be done outside of this programme. No allowance in any of the rates therefore, for any of the following:

Transfers and conveyancing (and related costs);

Town planning procedures and costs (establishment, re-zoning, bulk contributions etc.), including EIAs; and

Municipal fees for plan scrutiny.

Although geotechnical surveys are also part of township establishment, provision have been made for the min this option, because it may be that new builds a redeveloped on council and without establishment first taking place.

c) OUTLINE SCOPE OF WORKS

The work for new build green fields after feasibility, and facilitation, comprises:

- Design development and technical documentation;
- Building contract procurement – documentation and process;
- Construction and contract administration;
- Contract completion, handover and close-out; and
- Leasing, tenant training, and handing over units for occupation.

10.5.10 NEW BUILD -- GREEN FIELDS SITES LINKED TO DE-DENSIFICATION IN REDEVELOPMENT OF HOSTELS (OPTION 6)

a) APPLICABILITY

REDEVELOPMENT OPTION	TYPE OF STOCK			
	Hostels – public and grey sectors	Balance of EEOBS (flats not transferred)	Post 1994 new CRU public rental stock	Existing inner city buildings
6. New build on greenfields sites	6.1 Walk-ups			

Notes:

- i) To provide a funding mechanism for municipalities to create new stock needed due to de-densification in hostel re-development projects, including the provision of new service connections but not bulk infrastructure that is funded through infrastructure capital budgets, MIG, or other external sources of funding;
- ii) Walk-ups - new buildings from 2 to maximum 4 storey in height, with floor slabs - on load-bearing masonry, and/or framed concrete structures with infill walls, conventional pitched roofs as above, with a mix of self-contained units (bedsitters, 1, 2 bedroom units and communal units with shared facilities), and with the different levels connected by external stairs (no lifts); and
- iii) It is possible that a local authority may consider the possibility of medium to high-rise new builds in this regard. Rates for such buildings are influenced by too many variables depending on the actual height (special foundations, wind loadings, number and speed of lifts, fire safety measures) for it to be practical to give a standard rate. This option is therefore not provided under the CRU programme.

b) FEASIBILITY STUDY GUIDELINES

For this option a comprehensive feasibility study is required, and it would generally entail preparing the following:

- Site assessment, including up dated geotechnical survey;
- Socio-economic survey to determine need and affordability of newly built accommodation;

Per unit cost Units - all including VAT

Unit type and description	Per unit cost Units - all including VAT					
	Construction cost - top structure	Professional fees (7.5%)	Feasibility & specialist fees (3.5%)	Social facilitation	Tenant admin	TOTAL COST PER UNIT
1B - Rooms with communal facilities	R124 735	R9 355	R4 366	R500	R350	R139 306
1C - Bachelor, self contained	R170 627	R12 797	R5 972	R500	R350	R190 246
2A - One bedroom, self contained	R221 385	R16 604	R7 748	R500	R350	R246 588
2B - One bedroom, self contained	R233 218	R17 491	R8 163	R500	R350	R259 722
- One bedroom, self contained	R210 917	R15 819	R7 382	R500	R350	R234 068
3A - Two rooms with shared facilities	R293 049	R22 354	R10 432	R500	R350	R331 685
3B - Two rooms with shared facilities	R208 252	R22 219	R10 369	R500	R350	R329 690
3C - Two rooms with shared facilities	R304 313	R22 823	R10 651	R500	R350	R338 637
3D - Two rooms with shared facilities	R299 165	R22 437	R10 471	R500	R350	R332 923
3F - Two bedroom, self contained, main and small bedroom	R301 393	R22 604	R10 549	R500	R350	R335 393
3G - Two bedroom, self contained, equal size bedrooms	R320 022	R24 002	R11 201	R500	R350	R356 074
5 - Two bedroom duplex family unit with own yard	R355 222	R26 642	R12 433	R500	R350	R395 146

- Architect – project design, help with technical, procurement and contract documentation and process, supervision, advice on technical queries;
- Quantity surveyor – help with procurement and contract documentation and process, financial administration of the contract;
- Civil/structural engineer – civil/structural design, help with technical, procurement and contract documentation and process, supervision, advice on technical queries;
- Electrical engineer – electrical design, help with technical, procurement and contract documentation and process, supervision, advice on technical queries;
- Construction manager - help with procurement and contract documentation and process, supervision, advice on technical queries; and
- Any of the above as principal agent, or alternatively a separate professional project manager.

j) SUMMARY OF FUNDING LIMITS – INFILL NEW BUILDS

The cost limits in the table below are based on construction costs of buildings in urban areas on flat sites and normal soil conditions, without allowance for additional cost of special development conditions such as provided for in the National Department's Variation Manual. Where such special conditions exist, application for additional funding must be made on the basis of detailed motivations and cost estimates by competent built environment specialists (engineers, etc). Additional funding in terms of this provision may not exceed 20% of total development cost in accordance with the table below:

D SUMMARY OF FUNDING LIMITS – GREENFIELD NEW BUILDS

The cost limits in the table below are based on construction costs of buildings in urban areas on flat sites and normal soil conditions, without allowance for additional cost of special development conditions such as provided for in the National Department's Variation Manual. Where such special conditions exist, application for additional funding must be made on the basis of detailed motivations and cost estimates by competent built environment specialists (engineers, etc). Additional funding in terms of this provision may not exceed 20% of total development cost in accordance with the table below:

Unit type and description	Per unit cost limits - all including VAT					TOTAL COST PER UNIT
	Construction cost - top structure	Professional fees (7.5%)	Feasibility & specialist fees (3.5%)	Social facilitation	Tenant admin	
Rooms with communal toilet	R124 735	R9 355	R4 268	R500	R350	R139 308
1C - Bachelor, self contained	R173 627	R12 787	R5 972	R500	R350	R199 246
2A - One bedroom, self contained	R221 385	R16 604	R7 743	R500	R350	R246 588
2B - One bedroom, self contained	R233 218	R17 491	R8 163	R500	R350	R259 722
2C - One bedroom, self contained	R210 917	R15 819	R7 382	R500	R350	R234 968
2A - Two rooms with shared facilities	R298 049	R22 354	R10 432	R500	R350	R331 685
2B - Two rooms with shared facilities	R296 752	R22 219	R10 369	R500	R350	R329 690
2C - Two rooms with shared facilities	R304 313	R22 823	R10 651	R500	R350	R338 637
3 - Two rooms with shared facilities	R292 165	R22 437	R10 471	R500	R350	R332 923
3F - Two bedroom, self contained, main and small bedroom	R301 390	R22 634	R10 549	R500	R350	R335 323
3G - Two bedroom, self contained, equal sized bedrooms	R320 022	R24 002	R11 201	R500	R350	R359 074
5 - Two bedroom duplex family unit with own yard	R355 222	R26 642	R12 433	R500	R350	R395 149

PART A: POLICY FRAMEWORK

1. Policy Intention
2. Scope of the CRU Programme
3. Objectives of the CRU Programme
4. Principles of the CRU Programme
5. Target Market of the CRU Programme
6. Ownership of the Housing Stock
7. Management of the Housing Stock
8. Approach to the Housing Stock
9. Funding Arrangements for the CRU Programme
10. Special Circumstances and Conditions

PART B: PROGRAMME GUIDELINES

1. Identifying the Relevant Housing Stock and its Condition
2. Application for Programme Funding
3. Disbursement of the Programme Funding
4. Project Management and Facilitation
5. Property Management
6. Programme Management Arrangements
7. Monitoring and Reporting on the Programme
8. Roles and Responsibilities

PART C: ANNEXURES

PART B: PROGRAMME GUIDELINES

1. NOTE:

A comprehensive toolkit for implementation of the CRU programme was developed by the now defunct Social Housing Foundation (SHF) in 2010. It is suggested that the said toolkit is used with the guidelines set out in this section of the Programme as it contains more detailed procedures, templates and forms for use in the implementation process.

The toolkit can be downloaded from the website of the Social Housing Regulatory Authority (SHRA). The web address is:

www.shra.org.za: Go to Resource Centre – Toolkits – Social Housing Institutions – Community Residential Units (There is also a Public Sector Toolkit, containing general guidelines for running rental programmes for Provinces and Municipalities which may be useful).

In using the toolkit, cognisance must be taken of minor adjustments and updates following the changes to this volume of the Code as a result of the review process.

The programme guidelines outline the processes and procedures for:

- a) Housing stock audits for the identification of relevant housing stock to be included in the CRU programme;
- b) Application for the CRU funding;
- c) Disbursement of the CRU funding;
- d) Project development;
- e) Property management; and
- f) Ongoing monitoring and reporting on the properties.

The guidelines also outline the roles and responsibilities of the different spheres of government in the programme.

2. IDENTIFYING THE RELEVANT HOUSING STOCK AND ITS CONDITION

2.1 In order to complete the application requirements for the CRU programme, the PD and the municipality will be required to audit the housing stock. This audit may be undertaken on a phased basis where the stock holding of the owner is greater than 10000 units. The housing stock audits should yield the basic minimum information to inform (1) the strategy of dealing with the existing housing stock and (2) the development option that will be utilised within the CRU programme (with reference to Part A, section 8). This audit for the basis for provincial and municipal planning and applications for the CRU programme funding.

2.2 The housing stock audit should provide:

- a) Clarity on what is PD and what is municipally - owned housing stock. In cases where no such information exists it must be attained. There must also be clarity on landownership, building ownership and maintenance arrangements. Where necessary, decisions must be reached as to responsibility.
- b) The actual number of housing units per building/projects etc. must be on record. The Surveyor General information must also be accessed to obtain original building plans and subsequent plan changes.
- c) A register of the condition, quality and maintenance needs of each of the buildings and each of the housing units.
- d) All the associated costs/debts/arrears that exist for the housing unit per building/project.
- e) In cases where records exist, verification procedures must be put in place, these will take the form of actual visits to the appropriate sites, where the details of the unit will be recorded i.e. size, m², condition/quality, tenant etc;
- f) This process will be fruitless unless we simultaneously undertake a census of current occupants, including income profile of residents. We need to obtain a sense of who we need to accommodate in what typologies and how to deal with non-qualifiers. The ultimate result will be tenant regularisation.

2.3 The province must communicate the approval of the Provinces Development programme by the MEC to the municipalities in order that detailed planning, project packaging and budgeting can be done at municipal level to accommodate the projects.

2.4 Following the housing stock audit and the decision on the development and agreement by the owner on the strategy or approach for dealing with the housing stock, feasibility studies should be conducted on the housing stock that will be developed through the CRU programme. The minimum requirements for the feasibility studies are outlined per development option in Annexure D.

3. APPLICATION FOR PROGRAMME FUNDING

3.1 The application form contained in the Annexures should be completed together with the supporting documentation and sent to the PD following approval of the inclusion of the project in the Provinces development programme. In the case of provincial housing stock, the application and supporting documentation should still be provided and completed and captured in the HSS system in order for the ND to track the project process and applications. This must not however delay the approval and funding of the overall project.

3.2 The PD should ensure that CRU funding commitments provide funding for both provincial and municipal housing stock, so that both tiers of government are able to develop their housing stock. It must be borne in mind that ND will transfer these funds to PD who will channel the funds to municipalities (until accreditation).

3.3 Once an individual project application has been approved by the MEC of the province a letter of commitment for the funding should be provided to the municipality. The municipality/province will fund this programme from its annual DORA allocation, with reference to section 3 below.

DISBURSEMENT OF THE PROGRAMME FUNDING

4.1 The CRU capital grant will be disbursed by the provincial department and the funding provision will have to be made in the provincial budgets and business plans for the CRU programme on an annual basis.

- 4.2 To enable the consistent and continuous redevelopment of this housing stock the province should consider providing firm funding commitments to municipalities for project funding in cases where they might not have current funding available within their budgets. This will enable the municipalities to bridge fund the redevelopment of the housing and recoup the funding from the provinces at a later stage.

5. PROJECT MANAGEMENT AND FACILITATION

- 5.1 Standard project procurement processes as required by the PFMA, MFMA, MSA must apply at all interfaces between the organ of state and the supplier of housing goods and services.
- 5.2 The project development process should cover:
- a) Inception and detailed feasibility;
 - b) Normalising and regularising of residents (in case of existing stock) and Communication with residents and resident representative structures;
 - c) Design or Re-design;
 - d) Contracting and commissioning; and
 - e) Hand over and completion of the project.
- 5.3 Preference should be given to community contractors and/or emerging contractors, who have a successful track record, where possible for the CRU projects and appropriate risk management procedures should be put in place to manage the quality of the work.
- 5.4 The property owner will be responsible for informing residents of the development and ensuring their participation in the project development process as far as possible and necessary.

6. PROPERTY MANAGEMENT

- 6.1 Past experience has taught us that projects in this programme were not managed well and were dealt with piece meal. The stock has gradually deteriorated to the point that some units need to be demolished. There are some pockets of good practice, but they are few and far between. In order for us to avoid repetition of the same mistakes, we must consider options for Property/Facilities Management. This is the only way we can justify the huge expenditure we will be investing.

- 6.2 The PD and/or municipality as the property owner will be responsible for ensuring that a proper property management and rent collection system is in place for the management of the housing stock.
- 6.3 The PD and/or municipality must ensure the signing of leases that are in compliance with the Rental Housing Act with the tenants before occupation of the accommodation. New leases must be signed in every instance. Where municipalities are owners, one lease can be used for both rental and consumption of services. Where PD is the owner, the lease may only cover rental, whilst a separate contract is signed with municipality for services.
- 6.4 Property management may be out sourced to a private company or municipal entity as long as sufficient operating funding is provided for to cover the costs of the outsourcing. The municipality or PD will have to follow PFMA and/or MFMA, MSA procedures and requirements for the procurement of the property management service providers. This implies that a financial viability model must be created per hostel, block or group of units. Without pre-empting any individual decision to be taken we would like to indicate some of the options.
- 6.4.1 Property and Facilities Management by current management unit: In some instances municipalities and provinces have sufficient skill to adequately manage stock. There may also be plans to progressively up skill the current team to optimise efficiency. It must be borne in mind that these units, if well maintained, will develop value over time and the municipality may feel that it is best managed from within. The municipality may have to invest further to add capacity and skills to the existing unit. The proposal may also be attractive because the rent charged does not have to service debt, but only cost-recovery.
- 6.4.2 Outsourcing to an established Property/Facilities management entity: The private sector has established players in this sphere who manage tens of thousands of units of significant value. This may be seen as a scaled-down PPP arrangement. Municipalities introduce private sector management standards into public housing. The attractiveness and eventually the value of these units will increase. The private sector will be drawn to this because of the "no-debt" factor as well as the provision for long-term maintenance. Ownership still vests with municipalities/provinces, which can focus on their core functions. After the management period expires, decisions can be taken whether to extend the engagement or other alternatives. Municipalities could make arrangements for any "redundant" staff to be taken over by the outsourcing agent. This has worked well overseas.

6.4.3 Outsourcing to Social Housing Institutions: This scenario is similar to the above but the entity involved also looks at a sector of government - assisted housing (albeit for a different income market). SHIs have battled to get projects off the ground, and this may be the perfect example for them to cut their teeth in the property sector, or gain a project that is not burdened by debt. Provinces/municipalities may consider management proposals after completion of the capital works portion, from accredited SHI's with whom they already have a relationship. Tenants will also feel that they will not be at the mercy of unscrupulous land lords because SHI's must have government's interests at heart. The danger here is the current capacity and skill of SHI's. They may be willing to manage, but may not have the skill and capacity.

6.4.4 Outsourcing to municipal entity: Many municipalities have created and are busy creating utility-type municipal entities that focus on core areas of delivery. In the event that a specialist municipal entity exists, the same management arrangement as proposed above is applicable. Municipalities may even consider transferring the units to the municipal entity to give the management agent an asset base. These plans must be made clear during the planning phases so the ND, the Advisory Team and the Provincial Task Team can guide and consider the effectiveness of the investment.

6.5 The private property management company, SHI or municipal entity must have demonstrated capacity and skills in the following areas:

- a) Understanding of the full scale of maintenance (preventative, scheduled, non-scheduled, emergency etc);
- b) Legal skills to handle leases (this will be a necessity) and evictions;
- c) Financial skills to manage rent collections, cash flows, creditors, debtors and banking;
- d) A robust, reliable and accurate tenant management system (Technical/IT skill);
- e) Tenant Liaison skills – manage tenant choice, education and qualification criteria;
- f) An understanding of market - related building material supply;
- g) Understanding of Health and Safety Standards (including fire evacuation);
- h) Understanding of Access Control;

- i) Ethnic Tolerance; and
- j) Understanding the workings of the Rental Tribunal.

6.6 Where possible, the EPWP procurement should be used for the maintenance, caretaking, and cleaning services required for the properties. This will ensure local contractors participation in the servicing and/or maintenance of the buildings. NHRC registration and CIDB programme service providers are also relevant.

6.7 The PD and/or municipality needs to ensure regular communication and/or participation by tenants in the management of the property. This is absolutely vital. Projects have been abandoned, sabotaged and there was even loss of life in the past. A comprehensive Communication Plan is necessary. It should entail:

- a) Roads how to obtain Provincial and Municipal buy-in before rollout;
- b) Engagement of Resident/Tenant Associations, especially for presentation of conceptual designs;
- c) Media releases, leaflets and radio slots; and
- d) It may be wise to choose pilot projects in each province/municipality so that we can fine-tune or tweak procedures.

7. PROGRAMME MANAGEMENT ARRANGEMENTS

7.1 In order for the programme to not run into the same hurdles and deadlocks experienced in the past sufficient attention must be spent looking at implementation and property management capacity at the different levels of government.

7.2 ND will consider creating a CRU Advisory Team specific for this programme considering that at conservative estimates, some R2 billion will be spent over 5-8 years. The intervention is necessary in light of the fact that the relevant Chief Directorate is not fully capacitated, but even if fully capacitated will still need recourse to a group of advisors/experts. This group should be independent and should be funded from the programme itself. This team should cover a broad base of skills:

- Community Building and Communications;
- EPWP and BBBEE and local Building material suppliers;
- Professionals (Spatial Planners, QS's Architects, Engineers etc);

- Facilities Management;
- Financial; and
- Legal.

7.3 Provinces should also create a CRU Task Team made up of representatives from province and municipalities so that prioritisation and planning is not compromised. This team must sit at least monthly and report and cross-share experiences and dangers. This will go a long way to addressing capacitation issues. Municipalities that were isolated can now interact in a broader forum and receive skills transfer based on best practice.

7.4 Municipalities are at the coal face of delivery and should therefore be adequately capacitated to manage this programme. Any lack of sufficient skill must be brought to the attention of the provincial Task Team who must indicate in their planning and project document show this will be addressed. Other options regarding management must also be investigated including PPP's, Co-sourcing and Outsourcing so that we don't go on an unnecessary staffing exercise. The Advisory Team will also be expected to assist on choosing the best management method.

8. MONITORING AND REPORTING ON THE PROGRAMME

8.1 The application form and reporting schedule in the Annexures serves as the monitoring and reporting templates for this programme and need to be completed on a quarterly basis.

8.2 No CRU programme funding may be disbursed unless the HSS system has been updated with the project information by the provinces.

8.3 The successful rollout of the capital works portion will determine the long-term maintenance portion to be implemented after 5 years.

ROLES AND RESPONSIBILITIES

9.1 National Department:

- a) Approval and maintenance of CRU Programme and Guidelines;
- b) Overall Communication Plan and Workshops and Road shows of CRU Programme;
- c) Possible creation of a body of expertise (similar to TRG) to facilitate and support the CRU programme and ensure the necessary capacity is in place to manage the programme;

- d) Overall Oversight and reporting on the programme; and
- e) Consider a sub-programme that looks at Tenant Education.

9.2 Provincial Departments:

- a) Conducting of audit and confirmation of ownership;
- b) Communication with municipalities, residents associations and tenants;
- c) Consolidation of audits for province and municipalities and responsibility for application for funding;
- d) Letters of Commitment to funding and receipt and disbursement of funding from ND;
- e) Issuing of tenders for PD stock and support role for municipal stock;
- f) Adjudication and appointment of service providers for PD stock and support role for municipal stock. Look at EPWP, BBBEE, CIDB and NHRC;
- g) Monitoring and Evaluation and Reporting;
- h) First-line support to municipalities;
- i) Management of Project Expenditure and deviations;
- j) Compilation of Budget for Long Term maintenance;
- k) Create Rental Tribunals with offices in municipalities; and
- l) Administration of the programme and funding.

9.3 Municipality:

- a) Conducting of audit and confirmation of ownership;
- b) Communication with residents associations and tenants (in conjunction with PD's);
- c) Complete applications for funding per project and submit to Province for consolidation;
- d) Receive Letters of Commitment to funding from PD's;

- e) Issuing of tenders for stock; and
- f) Adjudication and appointment of service providers. Look at EPWP, BBBEE, CIDB and NHRC;
- g) Monitoring and Evaluation and Reporting;
- h) First-line support to residents associations;
- i) Management of Project Expenditure and deviations;
- j) Compilation of Budget for Long Term maintenance; and
- k) In conjunction with PD, set up rental Tribunals.

Community Residential Units Programme

PART A

Policy Framework

1. Policy Intention
2. Scope of the CRU Programme
3. Objectives of the CRU Programme
4. Principles of the CRU Programme
5. Target Market of the CRU Programme
6. Ownership of the Housing Stock
7. Management of the Housing Stock
8. Approach to the Housing Stock
9. Funding Arrangements for the CRU Programme
10. Special Circumstances and Conditions

Part B

Programme Guidelines

1. Identifying the Relevant Housing Stock and its Condition
2. Application for Programme Funding
3. Disbursement of the Programme Funding
4. Project Management and Facilitation
5. Property Management
6. Programme Management Arrangements

7. Monitoring and Reporting on the Programme

8. Roles and Responsibilities

PART C: ANNEXURES

ANNEXURE A

CRU APPLICATION FORM OUTLINE

Project information

Project name

Project location

Provincial or municipal project?

Municipality

Contact person

Contact details

Project details

Size of total project property in m²:

Size of total buildings on project (currently) in m²:

No. of units/beds (currently):

No. of buildings (currently):

Redevelopment option (indicate):

Stabilisation

Redevelopment

Refurbish

Demolish & new build

Conversion

CRU Greenfields/ new build

Long-term capital maintenance

Stock condition survey findings/overall rating:(attach survey)

Redevelopment proposal (attach feasibility with project details)

No of units

No. of building Total m² of units

Unit mix break down (including m² of units):

Project progress milestones breakdown

Milestone 1

Milestone 2

Milestone 3

Milestone 4

Project target market

Existing residents(y/n):

Total number of residents (currently):

Number to be accommodated in project (post-development):

% Male

% Female

% Children

% Singles

% Family

% Elderly

No of tenants requiring rent relief assistance in the project:

Use of local contractors/emerging contractors(y/n)?

Complete profile of contractor/developer on HSS system

Use of EPWP tendering process?(y/n)

CRU funding requirements

Projected total project development cost (based on matrix in Rands):

(include detailed financial feasibility of project to justify this funding, Funding must exclude SCCA, geo-tech and disability allowances)

CRU project payment milestone (In Rands based on feasibility):

Milestone 1

Milestone 2

Milestone 3

Milestone 4

Risk management breakdown included in feasibility: (y/n)

MIG funding required (y/n)?

Amount:

Geo-tech allowance (y/n)?

Specify SCCA allowance(y/n)?

Specify Disability allowance(y/n)?.

Specify projected operating budget for the project (incl. municipal/provincial commitment for funding the operating costs):

Breakdown of rents per unit (based on rent setting formula):

Anticipated indigent support to the project (Rands, based on no above): Facilitation grant funding required (Rands):

Processing of CRU funding application

Provincial contact person:

Date of submission of application:

Date of approval of application:

Project start date:

Project end date:

Status of project:

ANNEXURE B

MONITORING & EVALUATION REPORTING SCHEDULE OUTLINE

Project name:

Project location:

Contact person:

Contact details:

Project number:

Project management process reporting

(to be done by provinces in HSS system on a quarterly basis)

Project developer:

Project owner:

Actual Contract value:

Project progress milestones reporting

Milestone 1

Milestone 2

Milestone 3

Milestone 4

Project payment milestones reporting

Milestone 1

Milestone 2

Milestone 3

Milestone 4

Start date of project

Completion date of project:

Occupation date of project (100% occupation):

Project status:

Property owner:

Management: in-house/ outsourced

If outsourced: Property management agent:

ANNEXURE C

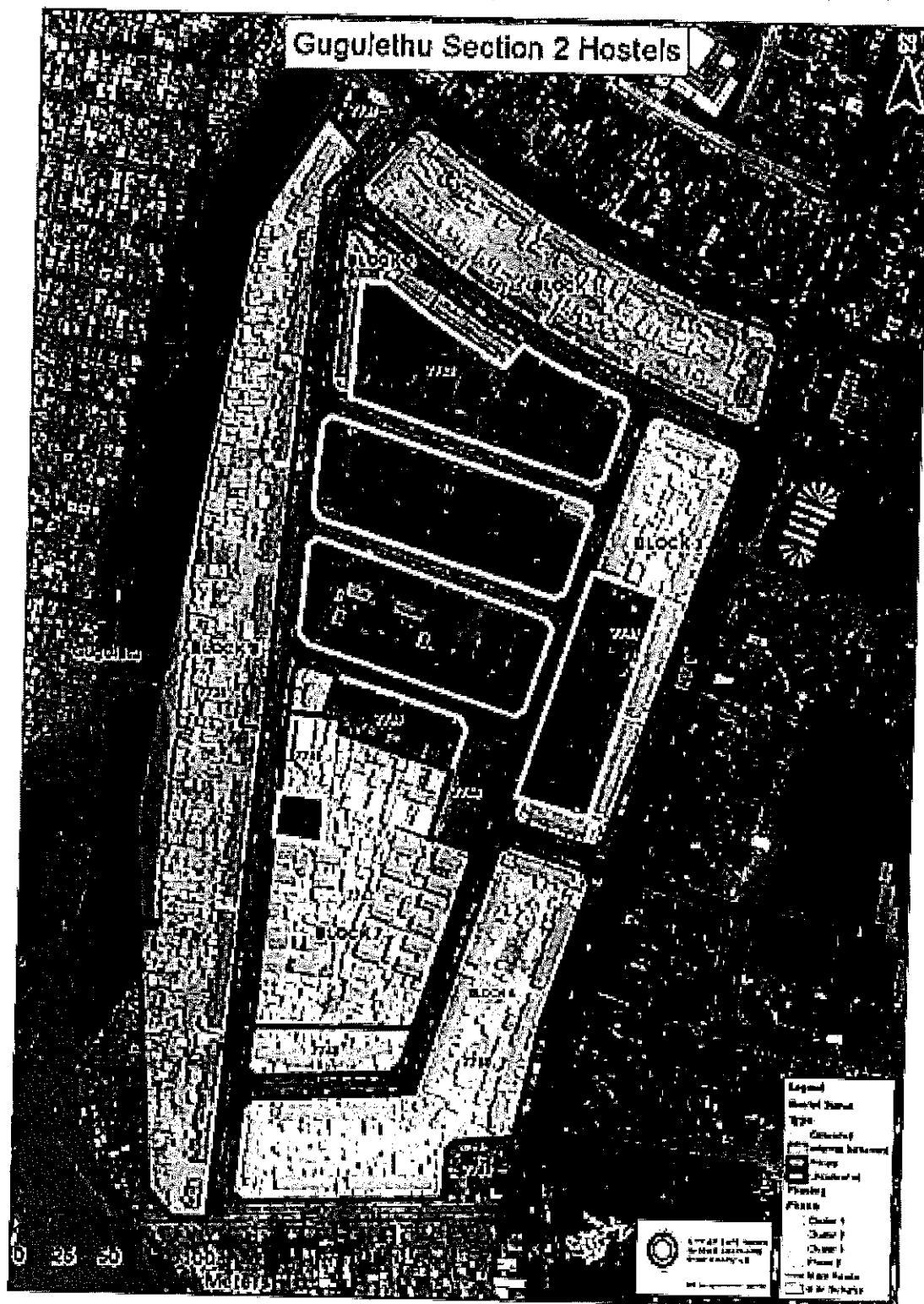
Monthly Income	Percentage of Total Income	Monthly Income	Monthly Income	Monthly Income
R 5,500.00	10%	R 7,750.00	R 8,000.00	R 8,250.00
R 6,000.00	11%	R 8,250.00	R 8,500.00	R 8,750.00
R 6,500.00	12%	R 8,750.00	R 9,000.00	R 9,250.00
R 7,000.00	13%	R 9,250.00	R 9,500.00	R 9,750.00
R 7,500.00	14%	R 9,750.00	R 10,000.00	R 10,250.00
R 8,000.00	15%	R 10,250.00	R 10,500.00	R 10,750.00
R 8,500.00	16%	R 10,750.00	R 11,000.00	R 11,250.00
R 9,000.00	17%	R 11,250.00	R 11,500.00	R 11,750.00
R 9,500.00	18%	R 11,750.00	R 12,000.00	R 12,250.00
R 10,000.00	19%	R 12,250.00	R 12,500.00	R 12,750.00
R 10,500.00	20%	R 12,750.00	R 13,000.00	R 13,250.00
R 11,000.00	21%	R 13,250.00	R 13,500.00	R 13,750.00
R 11,500.00	22%	R 13,750.00	R 14,000.00	R 14,250.00
R 12,000.00	23%	R 14,250.00	R 14,500.00	R 14,750.00
R 12,500.00	24%	R 14,750.00	R 15,000.00	R 15,250.00
R 13,000.00	25%	R 15,250.00	R 15,500.00	R 15,750.00
R 13,500.00	26%	R 15,750.00	R 16,000.00	R 16,250.00
R 14,000.00	27%	R 16,250.00	R 16,500.00	R 16,750.00
R 14,500.00	28%	R 16,750.00	R 17,000.00	R 17,250.00
R 15,000.00	29%	R 17,250.00	R 17,500.00	R 17,750.00
R 15,500.00	30%	R 17,750.00	R 18,000.00	R 18,250.00
R 16,000.00	31%	R 18,250.00	R 18,500.00	R 18,750.00
R 16,500.00	32%	R 18,750.00	R 19,000.00	R 19,250.00
R 17,000.00	33%	R 19,250.00	R 19,500.00	R 19,750.00
R 17,500.00	34%	R 19,750.00	R 20,000.00	R 20,250.00
R 18,000.00	35%	R 20,250.00	R 20,500.00	R 20,750.00
R 18,500.00	36%	R 20,750.00	R 21,000.00	R 21,250.00
R 19,000.00	37%	R 21,250.00	R 21,500.00	R 21,750.00
R 19,500.00	38%	R 21,750.00	R 22,000.00	R 22,250.00
R 20,000.00	39%	R 22,250.00	R 22,500.00	R 22,750.00
R 20,500.00	40%	R 22,750.00	R 23,000.00	R 23,250.00
R 21,000.00	41%	R 23,250.00	R 23,500.00	R 23,750.00
R 21,500.00	42%	R 23,750.00	R 24,000.00	R 24,250.00
R 22,000.00	43%	R 24,250.00	R 24,500.00	R 24,750.00
R 22,500.00	44%	R 24,750.00	R 25,000.00	R 25,250.00
R 23,000.00	45%	R 25,250.00	R 25,500.00	R 25,750.00
R 23,500.00	46%	R 25,750.00	R 26,000.00	R 26,250.00
R 24,000.00	47%	R 26,250.00	R 26,500.00	R 26,750.00
R 24,500.00	48%	R 26,750.00	R 27,000.00	R 27,250.00
R 25,000.00	49%	R 27,250.00	R 27,500.00	R 27,750.00
R 25,500.00	50%	R 27,750.00	R 28,000.00	R 28,250.00
R 26,000.00	51%	R 28,250.00	R 28,500.00	R 28,750.00
R 26,500.00	52%	R 28,750.00	R 29,000.00	R 29,250.00
R 27,000.00	53%	R 29,250.00	R 29,500.00	R 29,750.00
R 27,500.00	54%	R 29,750.00	R 30,000.00	R 30,250.00
R 28,000.00	55%	R 30,250.00	R 30,500.00	R 30,750.00
R 28,500.00	56%	R 30,750.00	R 31,000.00	R 31,250.00
R 29,000.00	57%	R 31,250.00	R 31,500.00	R 31,750.00
R 29,500.00	58%	R 31,750.00	R 32,000.00	R 32,250.00
R 30,000.00	59%	R 32,250.00	R 32,500.00	R 32,750.00
R 30,500.00	60%	R 32,750.00	R 33,000.00	R 33,250.00
R 31,000.00	61%	R 33,250.00	R 33,500.00	R 33,750.00
R 31,500.00	62%	R 33,750.00	R 34,000.00	R 34,250.00
R 32,000.00	63%	R 34,250.00	R 34,500.00	R 34,750.00
R 32,500.00	64%	R 34,750.00	R 35,000.00	R 35,250.00
R 33,000.00	65%	R 35,250.00	R 35,500.00	R 35,750.00
R 33,500.00	66%	R 35,750.00	R 36,000.00	R 36,250.00
R 34,000.00	67%	R 36,250.00	R 36,500.00	R 36,750.00
R 34,500.00	68%	R 36,750.00	R 37,000.00	R 37,250.00
R 35,000.00	69%	R 37,250.00	R 37,500.00	R 37,750.00
R 35,500.00	70%	R 37,750.00	R 38,000.00	R 38,250.00
R 36,000.00	71%	R 38,250.00	R 38,500.00	R 38,750.00
R 36,500.00	72%	R 38,750.00	R 39,000.00	R 39,250.00
R 37,000.00	73%	R 39,250.00	R 39,500.00	R 39,750.00
R 37,500.00	74%	R 39,750.00	R 40,000.00	R 40,250.00
R 38,000.00	75%	R 40,250.00	R 40,500.00	R 40,750.00
R 38,500.00	76%	R 40,750.00	R 41,000.00	R 41,250.00
R 39,000.00	77%	R 41,250.00	R 41,500.00	R 41,750.00
R 39,500.00	78%	R 41,750.00	R 42,000.00	R 42,250.00
R 40,000.00	79%	R 42,250.00	R 42,500.00	R 42,750.00
R 40,500.00	80%	R 42,750.00	R 43,000.00	R 43,250.00
R 41,000.00	81%	R 43,250.00	R 43,500.00	R 43,750.00
R 41,500.00	82%	R 43,750.00	R 44,000.00	R 44,250.00
R 42,000.00	83%	R 44,250.00	R 44,500.00	R 44,750.00
R 42,500.00	84%	R 44,750.00	R 45,000.00	R 45,250.00
R 43,000.00	85%	R 45,250.00	R 45,500.00	R 45,750.00
R 43,500.00	86%	R 45,750.00	R 46,000.00	R 46,250.00
R 44,000.00	87%	R 46,250.00	R 46,500.00	R 46,750.00
R 44,500.00	88%	R 46,750.00	R 47,000.00	R 47,250.00
R 45,000.00	89%	R 47,250.00	R 47,500.00	R 47,750.00
R 45,500.00	90%	R 47,750.00	R 48,000.00	R 48,250.00
R 46,000.00	91%	R 48,250.00	R 48,500.00	R 48,750.00
R 46,500.00	92%	R 48,750.00	R 49,000.00	R 49,250.00
R 47,000.00	93%	R 49,250.00	R 49,500.00	R 49,750.00
R 47,500.00	94%	R 49,750.00	R 50,000.00	R 50,250.00
R 48,000.00	95%	R 50,250.00	R 50,500.00	R 50,750.00
R 48,500.00	96%	R 50,750.00	R 51,000.00	R 51,250.00
R 49,000.00	97%	R 51,250.00	R 51,500.00	R 51,750.00
R 49,500.00	98%	R 51,750.00	R 52,000.00	R 52,250.00
R 50,000.00	99%	R 52,250.00	R 52,500.00	R 52,750.00
R 50,500.00	100%	R 52,750.00	R 53,000.00	R 53,250.00

Material	Unit	Quantity	Unit Price	Amount	Material	Unit	Quantity	Unit Price	Amount
1.000	m	1.000	1.000	1.000	1.000	m	1.000	1.000	1.000
2.000	m	2.000	2.000	4.000	2.000	m	2.000	2.000	4.000
3.000	m	3.000	3.000	9.000	3.000	m	3.000	3.000	9.000
4.000	m	4.000	4.000	16.000	4.000	m	4.000	4.000	16.000
5.000	m	5.000	5.000	25.000	5.000	m	5.000	5.000	25.000
6.000	m	6.000	6.000	36.000	6.000	m	6.000	6.000	36.000
7.000	m	7.000	7.000	49.000	7.000	m	7.000	7.000	49.000
8.000	m	8.000	8.000	64.000	8.000	m	8.000	8.000	64.000
9.000	m	9.000	9.000	81.000	9.000	m	9.000	9.000	81.000
10.000	m	10.000	10.000	100.000	10.000	m	10.000	10.000	100.000
11.000	m	11.000	11.000	121.000	11.000	m	11.000	11.000	121.000
12.000	m	12.000	12.000	144.000	12.000	m	12.000	12.000	144.000
13.000	m	13.000	13.000	169.000	13.000	m	13.000	13.000	169.000
14.000	m	14.000	14.000	196.000	14.000	m	14.000	14.000	196.000
15.000	m	15.000	15.000	225.000	15.000	m	15.000	15.000	225.000
16.000	m	16.000	16.000	256.000	16.000	m	16.000	16.000	256.000
17.000	m	17.000	17.000	289.000	17.000	m	17.000	17.000	289.000
18.000	m	18.000	18.000	324.000	18.000	m	18.000	18.000	324.000
19.000	m	19.000	19.000	361.000	19.000	m	19.000	19.000	361.000
20.000	m	20.000	20.000	400.000	20.000	m	20.000	20.000	400.000
21.000	m	21.000	21.000	441.000	21.000	m	21.000	21.000	441.000
22.000	m	22.000	22.000	484.000	22.000	m	22.000	22.000	484.000
23.000	m	23.000	23.000	529.000	23.000	m	23.000	23.000	529.000
24.000	m	24.000	24.000	576.000	24.000	m	24.000	24.000	576.000
25.000	m	25.000	25.000	625.000	25.000	m	25.000	25.000	625.000
26.000	m	26.000	26.000	676.000	26.000	m	26.000	26.000	676.000
27.000	m	27.000	27.000	729.000	27.000	m	27.000	27.000	729.000
28.000	m	28.000	28.000	784.000	28.000	m	28.000	28.000	784.000
29.000	m	29.000	29.000	841.000	29.000	m	29.000	29.000	841.000
30.000	m	30.000	30.000	900.000	30.000	m	30.000	30.000	900.000
31.000	m	31.000	31.000	961.000	31.000	m	31.000	31.000	961.000
32.000	m	32.000	32.000	1024.000	32.000	m	32.000	32.000	1024.000
33.000	m	33.000	33.000	1089.000	33.000	m	33.000	33.000	1089.000
34.000	m	34.000	34.000	1156.000	34.000	m	34.000	34.000	1156.000
35.000	m	35.000	35.000	1225.000	35.000	m	35.000	35.000	1225.000
36.000	m	36.000	36.000	1296.000	36.000	m	36.000	36.000	1296.000
37.000	m	37.000	37.000	1369.000	37.000	m	37.000	37.000	1369.000
38.000	m	38.000	38.000	1444.000	38.000	m	38.000	38.000	1444.000
39.000	m	39.000	39.000	1521.000	39.000	m	39.000	39.000	1521.000
40.000	m	40.000	40.000	1600.000	40.000	m	40.000	40.000	1600.000
41.000	m	41.000	41.000	1681.000	41.000	m	41.000	41.000	1681.000
42.000	m	42.000	42.000	1764.000	42.000	m	42.000	42.000	1764.000
43.000	m	43.000	43.000	1849.000	43.000	m	43.000	43.000	1849.000
44.000	m	44.000	44.000	1936.000	44.000	m	44.000	44.000	1936.000
45.000	m	45.000	45.000	2025.000	45.000	m	45.000	45.000	2025.000
46.000	m	46.000	46.000	2116.000	46.000	m	46.000	46.000	2116.000
47.000	m	47.000	47.000	2209.000	47.000	m	47.000	47.000	2209.000
48.000	m	48.000	48.000	2304.000	48.000	m	48.000	48.000	2304.000
49.000	m	49.000	49.000	2401.000	49.000	m	49.000	49.000	2401.000
50.000	m	50.000	50.000	2500.000	50.000	m	50.000	50.000	2500.000
51.000	m	51.000	51.000	2601.000	51.000	m	51.000	51.000	2601.000
52.000	m	52.000	52.000	2704.000	52.000	m	52.000	52.000	2704.000
53.000	m	53.000	53.000	2809.000	53.000	m	53.000	53.000	2809.000
54.000	m	54.000	54.000	2916.000	54.000	m	54.000	54.000	2916.000
55.000	m	55.000	55.000	3025.000	55.000	m	55.000	55.000	3025.000
56.000	m	56.000	56.000	3136.000	56.000	m	56.000	56.000	3136.000
57.000	m	57.000	57.000	3249.000	57.000	m	57.000	57.000	3249.000
58.000	m	58.000	58.000	3364.000	58.000	m	58.000	58.000	3364.000
59.000	m	59.000	59.000	3481.000	59.000	m	59.000	59.000	3481.000
60.000	m	60.000	60.000	3600.000	60.000	m	60.000	60.000	3600.000
61.000	m	61.000	61.000	3721.000	61.000	m	61.000	61.000	3721.000
62.000	m	62.000	62.000	3844.000	62.000	m	62.000	62.000	3844.000
63.000	m	63.000	63.000	3969.000	63.000	m	63.000	63.000	3969.000
64.000	m	64.000	64.000	4096.000	64.000	m	64.000	64.000	4096.000
65.000	m	65.000	65.000	4225.000	65.000	m	65.000	65.000	4225.000
66.000	m	66.000	66.000	4356.000	66.000	m	66.000	66.000	4356.000
67.000	m	67.000	67.000	4489.000	67.000	m	67.000	67.000	4489.000
68.000	m	68.000	68.000	4624.000	68.000	m	68.000	68.000	4624.000
69.000	m	69.000	69.000	4761.000	69.000	m	69.000	69.000	4761.000
70.000	m	70.000	70.000	4900.000	70.000	m	70.000	70.000	4900.000
71.000	m	71.000	71.000	5041.000	71.000	m	71.000	71.000	5041.000
72.000	m	72.000	72.000	5184.000	72.000	m	72.000	72.000	5184.000
73.000	m	73.000	73.000	5329.000	73.000	m	73.000	73.000	5329.000
74.000	m	74.000	74.000	5476.000	74.000	m	74.000	74.000	5476.000
75.000	m	75.000	75.000	5625.000	75.000	m	75.000	75.000	5625.000
76.000	m	76.000	76.000	5776.000	76.000	m	76.000	76.000	5776.000
77.000	m	77.000	77.000	5929.000	77.000	m	77.000	77.000	5929.000
78.000	m	78.000	78.000	6084.000	78.000	m	78.000	78.000	6084.000
79.000	m	79.000	79.000	6241.000	79.000	m	79.000	79.000	6241.000
80.000	m	80.000	80.000	6400.000	80.000	m	80.000	80.000	6400.000
81.000	m	81.000	81.000	6561.000	81.000	m	81.000	81.000	6561.000
82.000	m	82.000	82.000	6724.000	82.000	m	82.000	82.000	6724.000
83.000	m	83.000	83.000	6889.000	83.000	m	83.000	83.000	6889.000
84.000	m	84.000	84.000	7056.000	84.000	m	84.000	84.000	7056.000
85.000	m	85.000	85.000	7225.000	85.000	m	85.000	85.000	7225.000
86.000	m	86.000	86.000	7396.000	86.000	m	86.000	86.000	7396.000
87.000	m	87.000	87.000	7569.000	87.000	m	87.000	87.000	7569.000
88.000	m	88.000	88.000	7744.000	88.000	m	88.000	88.000	7744.000
89.000	m	89.000	89.000	7921.000	89.000	m	89.000	89.000	7921.000
90.000	m	90.000	90.000	8100.000	90.000	m	90.000	90.000	8100.000
91.000	m	91.000	91.000	8281.000	91.000	m	91.000	91.000	8281.000
92.000	m	92.000	92.000	8464.000	92.000	m	92.000	92.000	8464.000
93.000	m	93.000	93.000	8649.000	93.000	m	93.000	93.000	8649.000
94.000	m	94.000	94.000	8836.000	94.000	m	94.000	94.000	8836.000
95.000	m	95.000	95.000	9025.000	95.000	m	95.000	95.000	9025.000
96.000	m	96.000	96.000	9216.000	96.000	m	96.000	96.000	9216.000
97.000	m	97.000	97.000	9409.000	97.000	m	97.000	97.000	9409.000
98.000	m	98.000	98.000	9604.000	98.000	m	98.000	98.000	9604.000
99.000	m	99.000	99.000	9801.000	99.000	m	99.000	99.000	9801.000
100.000	m	100.000	100.000	10000.000	100.000	m	100.000	100.000	10000.000

Part C4: Site Information

	Pages
C4.1 Gugulethu Section 2 Site Location Map.....	
C4.2 Nyanga Site Location Map.....	
C4.3 Langa Site Location Map.....	
C4.4 Gugulethu Section 3 Site Location Map.....	

Gugulethu Section 2 Site Location Map



Nyanga Site Location Map

1. *Chlorophyll a* (Chl *a*)



Schedule 9 : Consultancy Services Provided to Organs of State

Client	Description	Period and Date of Completion	Responsibility	Fee Value	Value of Work	Benefit Service
City of Cape Town	Team Tender for the Provision of Multidisciplinary Professional Services for the Water and Sanitation Department of the City of Cape Town	Current	Project Manager	Payment on a time and materials basis for construction projects to be undertaken	To be confirmed at completion	Yes
City of Cape Town	Provision of Professional Project Management Services to Plan, Design and Monitor Integrated Urban Settlement Developments within the City of Cape Town, African Path Phase 2	Current	Project Manager	Rate per day/night of	To be confirmed at completion	Yes
City of Cape Town	Provision of Professional Services to assist the Resident Management Branch with Contract Management in respect of various contracts	Current	Project Manager & Legal Contract Services	R 19 000 000.00	R 18 000 000.00	Yes
Western Cape Government Department of Human Settlement	The Perched Concrete Development, part of the 2nd phase Concrete Integrated Human Settlement Project, 4 000 housing units development in Ndlana.	Current	Project Manager	R 4 500 000.00	R 2 867 938 431.00	Yes
City of Cape Town	Project Management Training: SOC 2015 & JRC 2016	Current	Accountant/Manager	R 500 000.00	R 500 000.00	Yes
City of Cape Town	Project Management & Financial Agent for New Water & Sewerage Project	Current	Project Manager	R 17 500 000.00	R 150 000 000.00	Yes
Greenwich Municipality	Professional Services Tender Document for Special Rate Subsidy and Capping	2011	Consultant	R 200 000.00	R 20 000 000.00	Yes
City of Cape Town	Construction of a new children's development facility in Rondebosch, Mitchells Plain	2011	SOC Engineer	R 400 000.00	R 4 000 000.00	Yes
City of Cape Town	Construction of Water Works, Chapeltown	2010	SOC Engineer	R 50 000.00	R 1 500 000.00	Yes
City of Cape Town	Upgrading of Faldouters Pass Station	2011	Project Manager	R 210 000.00	R 1 000 000.00	Yes
City of Cape Town	Construction of Luwero Clinic, Chapeltown	2011	Project Manager	R 100 000.00	R 2 000 000.00	Yes
City of Cape Town	Upgrade of R201 road in Chapeltown	2011	SOC Engineer	R 100 000.00	R 1 000 000.00	Yes
City of Cape Town	Supply of Electrical Training Course	2009	Project Manager	R 100 000.00	R 1 000 000.00	Yes
City of Cape Town	Construction of an access road, parking area and roadwork to a Department of Water, April 2011, Langa	2010	Design Engineer	R 17 000.00	R 100 000.00	Yes
City of Cape Town	Upgrade of the Municipal Cemetery (GPH) and Fence	2009	Project Manager	R 17 000.00	R 100 000.00	Yes
City of Cape Town	Arrival and/or the installation of new street corner lights in District 2, Chapeltown	2009	Project Manager	R 140 000.00	R 1 000 000.00	Yes

8 Mei 2017

PRIVAAT & VERTROULIK

MNR.

Geagte Mnr.

PROFESSIONELE AANSPREEKLIKHEIDSVERSEKERING – SHA POLIS NO.

Vir goeie orde bevestig ek dat die Professionele Aanspreeklikheidsversekeringsportefeulje vir u firma as volg henu is met Stalker Hutchison Admiral vanaf 1 Mei 2017:

Versekerende

Onderskrywer

Tydspek van versekering	1 Mei 2017 to 30 April 2018
Skadeloosstellingspek	R10 miljoen
Polis bybetaling	R50,000
Maandpremie	R3,275.00
Makelaarsfoel	R60.00
Totale maandpremie betaalbaar	R3,335.00

POLIS BYLAE EN BEWOORDE

Sodra 'n opgedateerde polis bylae van u versekeraar ontvang word sal dit deur ons kantore nagegaan word en vir u aandag gestuur word.

Dankie vir u volgehoue sake ondersteuning, dit word uiters waardeer.

Vriendelike groete

CITY OF CAPE TOWN - CONTRACT NO. 61C/2017/18 - APPOINTMENT OF A
PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO
UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING
SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW
CRU DEVELOPMENTS

SCHEDULE 15:

PROPOSED WORK PLAN

CITY OF CAPE TOWN - CONTRACT NO. 61C/2017/18 - APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU DEVELOPMENTS

SCHEDULE 15:

PROPOSED WORK PLAN

15 PROJECT METHODOLOGY AND TECHNICAL APPROACH

15.1 Overview

believes that an interactive approach with its Clients produces the best outcomes for all participants and this philosophy will be embraced for the Provision of a Multidisciplinary Professional Team to undertake the Planning, Design and Construction Monitoring of the Hostel Transformation Programme and Community Residential Units (CRU) Developments within the City of Cape Town.

The City of Cape Town intends to appoint a panel of four (4) teams of professional consultants to plan, design and monitor the construction of multi-storey community residential developments from "Inception" to "Close out". The initial developments involve providing the Consulting Services for the procurement of multi-storey residential units in Gugulethu, Nyanga, Langa and Hangberg.

15.2 Contract Objective

The City of Cape Town purpose with Contract No 61C/2017/18 WAS therefore to invite tenders from suitably qualified and experienced consulting firms for: **APPOINTMENT OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW CRU DEVELOPMENTS.**

A Principal Agent/Team Leader (The Tenderer) shall assemble a team with the expertise in the disciplines of Civil Engineering, Structural Engineering, Traffic Engineering, Geotechnical Engineering, Town Planning, Architecture, Quantity Surveying, Environmental Assessment, Land Surveying, Landscape Architecture, Heritage Assessment, Social Facilitation, Conveyancing, Health & Safety, Environmental Control, Electrical Engineering and Construction Monitoring to plan, design and monitor the construction of multi-storey residential units.

15.3 Project Scope

The project scope is to develop identified land parcels including existing hostel footprints in Gugulethu, Nyanga, Langa and Hangberg into multi-storey community residential units, which will accommodate those beneficiaries who have been approved to receive accommodation. The project scope includes the following:

- Acquisition of the necessary land use rights for procurement of the project.
- Provide an assessment of the land need requirements in order to de-densify the area
- Provide a survey and feasibility study.
- Assist in the identification and acquisition of land for temporary and/or permanent relocation
- Necessary heritage requirements for procurement of the project.
- The demolition of vacant CRU units.
- Construction of new Infill CRU units where required.
- Design and construction monitoring of the required civil and electrical infrastructure
- Design and construction monitoring of new CRU units
- Liaison with inter-departmental City task team comprising inter alia Heritages, Arts & Culture, Urban Design, Property Management, Energy, Water and Sanitation, TDA, Housing and Tourism representatives.

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

15.4 Key Issues

The Professional Team in consultation with the Client will undertake a Risk Identification Workshop be undertaken after the Professional Team appointments to identify all possible risks to the project.

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SCHEDULE 16: PROPOSED WORK PLAN

At this pre-award stage of the project the following key issues have been identified with possible mitigation strategy.

No.	Issue	Mitigation Strategy
1.	Professional Team Synergy	Professional Team ground rules to be established at first professional team meeting.
2.	Availability of external link municipal infrastructure services for the project	Civil & Electrical Engineers to address external link municipal infrastructure services to the project area at inception of the project.
3.	Anticipated project duration – 5 years	City of Cape Town to appoint a successful tender team within the provisions of a section 33 appointment.
4.	Individual Professional Team member poor performance during the project	Service Level Agreement of Professional Service Provider will make provision for the termination of services due to poor performance in consultation with the Client.
5.	CRU units to comprise of necessary amenities as required by the Client	Any additional amenities (i.e. solar heating units) required to the CRU units to be workshoped with the Client in relation to construction cost estimate during the Design Development stage.
6.	EPWP participation in Construction Contracts	EPWP participation in Construction Contracts to be defined by Client.
7.	Realistic time span of town planning and other statutory processes. Fast tracking the statutory processes.	Early engagement required from Environmentalist, Land Surveyor, Traffic Engineer, Civil Engineer, Geotechnical Engineer & Electrical Engineer.
8.	Community unrest	A Project Communications Plan will be developed in consultation with the client with a distribution matrix in terms of the process and procedure on how project information will be distributed.
9.	Phase Development Sequence	Early inputs required from Electrical and Civil Engineer.
10.	Zone sub divisional can only proceed once EIA process has been concluded	Town planners and Environmentalist to work together from inception of Project

15.5 Programme & Milestones

The key objective is to facilitate serviced CRU units in the shortest possible timeframe. The following key Milestones will be used to develop the project programme in the following sequence:

Milestone	Description
Project Manager Appointment	Appointment and authorization of Project Charter
Project Team Formation	Other Consultants Appointed
Project Implementation Plan	Project Specific Development Implementation Plan
Baseline Analysis	Establishing the Base Case
Development Framework	Final Framework for project development
Confirmation of Statutory Processes, Funding & Design Standards	Statutory processes to be followed, confirmation of available funding / or application of additional funding required
Land Surveying	Cadastral and contour surveying
Community Facilitation	Social facilitation and community steering committee engagement
Geotechnical Investigation	Geotechnical Investigation pertaining to the project development
EIA Approval	Authorization from DEA&DP
LUPO Approval	Statutory planning ordinance approval
Surveyor General Plan	Surveyor General approval of General Plans
Design Development	Detail design completion, detailed construction estimate; and submission of Designs and Documentation to Authority for review.
Engineering Design Approval	Authority approval of Engineering Designs and Documentation
Construction Procurement	Construction procurement documentation, tender stage, tender adjudication and award
Construction Statutory Permits	Regulatory Construction permits and documents required before construction commences
Construction commencement	Commencement of Construction Contracts
Construction Contracts Completion	Snagging and final completion of construction services contracts
Project Close Out	Close-off Project

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SCHEDULE 16: PROPOSED WORK PLAN

15.6 Approach and Deliverables

The achievement of the project deliverables will require the project activities to be divided in two definitive milestone phases, namely:

Preparation Phase	Implementation Phase
1. Review Existing Studies, Initiatives & Planning	1. Construction Procurement Documentation
2. Town Planning Development Framework & Rezoning process	2. Tender Adjudication and Award
3. Land Surveying, Environmental Impact Assessment & Heritage Impact Assessment	3. NH&RC Enrolment
4. Confirmation of Statutory Processes, Design Standards, and Funding	4. Construction permit in terms of OH&S regulations
5. Community facilitation and stakeholder management	5. Construction Contract Administration
6. Traffic Impact Assessment & Geotechnical Investigation	6. Site Monitoring of Construction Contract
7. Baseline Analysis – Development Informants	7. Environmental monitoring during Construction
8. Formulation of Development Alternatives	8. OH&S Statutory monitoring during Construction
9. Workshop – Development Alternatives with client, community and stakeholders	9. Expanded Public Works Programme participation in Construction Contract
10. Finalization Development Layout	10. Commissioning & snagging - Construction
11. Detail Design	11. Practical Completion - Construction
12. Detailed Estimate of Construction	12. Final Completion - Construction
13. Design and Documentation Authority Approval	13. Project close out

15.7 The Quality Plan

A facilitated workshop by the Professional Team will define the quality requirements that will result in the compilation of a Quality Management Plan. Quality assurance is integral to customer satisfaction. The Quality Management Plan will be based on the principles, requirements and guidelines set out by the following documentation:

1. FIDIC Guide to Quality Management in the Consulting Engineering Industry, 2011.
2. ISO 9001, Quality Management System Requirements.
3. CESA, Quality Management Implementation Guideline for Consulting Engineers.
4. CESA, Risk Management Implementation Guideline for Consulting Engineers.

Quality Assurance will be performed according to requirements of the Quality Management Plan and will include Quality Audits. The Professional Team will undertake individually in their own organisations as well as ad-hoc quality audits on project deliverables as and when required. The Professional Team will be responsible individually in their own organisations for Quality Control throughout the project life span.

15.8 Professional Team

Our approach to the execution of a project will be that of a team approach comprising of specialists addressing the various critical elements of the project. Due to the nature of CRU projects and experience gained on similar previous projects, thoroughly assessed all key factors while compiling the professional team and key personnel.

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SCHEDULE 15: PROPOSED WORK PLAN

The Professional Team for the Project are made up of PSPs with the associated past working experiences that would compliment each other and benefit the project overall. The Professional Team is made up of the following consortium of companies:

Team Member	Company	% Value of Tender Price	B-BBEE Status
Project Leader / Project Manager		31.6%	Level 4
Civil Engineer/Technologist		2.8%	Level 1
Structural Engineer		8.4%	Level 1
Geotechnical Engineer		1.2%	Level 4
Transport/Traffic Engineer		1.6%	Level 5
Electrical Engineer		8.4%	Level 2
Quantity Surveyor		8.4%	Level 3
Clerk of Works (Civils)		2.4%	Level 1
Clerk of Works (Buildings)		8.4%	Level 4
Health & Safety Officer		1.2%	Level 1
Environmental Control Officer		1.2%	Level 1
Town Planner		2.5%	Level 4
Architect		11.4%	Level 2
Landscape Architect		1.6%	Level 4
Environmental Assessment Practitioner		2.3%	Level 4
Heritage Assessment Practitioner		1.1%	EME
Land Surveyor		1.6%	Level 1
Social Facilitator		1.6%	Level 1
Conveyancer		1.8%	Level 1

The above listed percentage is based on the average number of residential units per projects for Contract 61C/2017/18, which in this specific case was 587 residential units.

and associated professionals of the Professional Team listed here above will have the option for assistance from various experienced support personnel to ensure the successful completion of all activities associated with the various stages of a project.

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SCHEDULE 15: PROPOSED WORK PLAN

15.9 Roles and Responsibilities

The Roles and Responsibilities for the Project Team will be captured in Discipline Deliverable matrix as part of the Project Implementation Plan. Key responsibilities of the Project Team are discussed here below:

Role	Company	Key Responsibilities
Principal Agent / Team Leader		• Control the day-to-day aspects of the project • Develop and maintain project management plans • Execute formal and management reviews • Resolve issues and change request • Track programme schedule and financial budgets • Mitigate project risks • Maintain a conducive project team environment • Construction Contract administration & monitoring
Town Planner		• Formulate Development Framework • Liaise and coordinate input from team in terms of LUPO application • Attending briefing sessions and site visits to satisfy requirements of LUP • Coordinate public participation in LUP • Preparing documentation in terms of LUPA • Attend all technical, community and PSC meetings. • Prepare layout plan taking into account SG diagrams and servitudes.
Architect		• Review existing reports, studies and gather information for design alternatives. • Formulation of Development Alternatives • Finalisation of Development Layout • Develop the detail design, construction system, materials and components • Site monitoring of Construction Contract • Construction Contract close out
Environmental Assessment Practitioner		• Coordination all public participation required to EIA and HIA regulations • Prepare documentation in terms of EIA regulations. • Liaising with DEA & DP and HWC/SAHRA to ensure requirements of EIA are met • Compilation of C-EMP for Construction Contract
Civil Engineer		• Internal civil services design and approval • External civil link services design and approval • Site Monitoring of Construction Contract
Electrical Engineer		• Internal electrical services design and approval • External civil link services design and approval • Site Monitoring of Construction Contract

**CITY OF CAPE TOWN - CONTRACT NO. 61C/2017/18 – APPOINTMENT
OF A PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING
TEAMS TO UNDERTAKE THE PLANNING, DESIGN AND
CONSTRUCTION MONITORING SERVICES OF THE HOSTEL
TRANSFORMATION PROGRAMME AND NEW CRU DEVELOPMENTS**

SCHEDULE 15: PROPOSED WORK PLAN

Structural Engineer		• Structural design and detailing • Structure Procurement and Construction • Site Monitoring of Construction Contract
Quantity Surveyor		• Consideration of alternative building technologies • Construction cost estimate • Construction contract certifications
Environmental Control Officer		• C-EMP monitoring during construction
Heritage Assessment Practitioner		• Preparation and submission of HIA report in support of EIA process
Social Facilitator		• Stakeholder engagement meetings • Social Facilitation
Traffic Engineer		• Preparation and submission of TIA report. • Ensure that TIA meets the requirements of all relevant approving authorities.
Geotechnical Engineer		• Geotechnical Investigation with findings pertaining to the project development.
Land Surveyor		• Contour surveying • Boundary and positioning confirmation
Clerk of Works (Buildings)		• Level 3 construction monitoring services of buildings
Clerk of Works (Buildings)		• Level 3 construction monitoring services of buildings
Landscape Architect		• Conceptual Development Framework for the project
Occupational Health and Safety Agent		• SACPCMP registered Construction Health and Safety Agent acting on behalf of the Client
Conveyancer		• Land Audit and Title Deeds of project • Land Availability Agreements

CITY OF CAPE TOWN - CONTRACT NO. 61C/2017/18 - APPOINTMENT OF A
PANEL OF MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAMS TO
UNDERTAKE THE PLANNING, DESIGN AND CONSTRUCTION MONITORING
SERVICES OF THE HOSTEL TRANSFORMATION PROGRAMME AND NEW
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ANNEXURE 1