[redacted]

TDA
CAPE TOWN
*The City of Cape Town's Transport and Urban Development Authority*

[redacted]

# LETTER OF APPOINTMENT

**TENDER 99C/2016/17: PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN**

Dear Madam,

With reference to the attached Bid Adjudication Committee Resolution, we are pleased to inform you that in terms of Section 33 of the MFMA, the award of this tender was approved by Council on the [redacted]

We advise that once the tender document (now called the contract) is signed by the City Manager, you will be contacted to arrange for the collection of one fully completed original copy of this agreement.

Based upon the evaluation results and your fee per erf submitted in the contract document, your services will be required on our **Blueberry Hill Housing Project**, which is expected to yield an estimated **3500** housing units.

As you will form part of a team of consultants appointed to this project, the City's Internal Project Manager will be contacting you shortly to arrange an introduction meeting, at which the project team will be introduced and a high level overview of the project will be explained.

We look forward to a good working relationship with all parties involved and to the successful completion of the contract.

Yours faithfully

**Acting City Manager**

**SCMB 23/01/18** **TENDER NO. 99C/2016/17: PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN**

The CFO's representative, [redacted] queried whether provision was made for any increase in the subsidy quantum.

The official explained that this is a rates-based contract and consideration was given to the current subsidy quantum and if any adjustment is required it would be done on a pro-rata basis and a report will be submitted to the SCMBAC.

**RESOLVED** that for the reason set out in the report the tender offers submitted by [redacted] Development Services, [redacted] Strategy Planning and Development Consultancy, [redacted] and [redacted] for Tender no. 99C/2016/17: Provision of beneficiary administration and social facilitation services for integrated Human Settlement developments within the City of Cape Town, be accepted for 60 months from date of commencement of contract, subject to the conclusion of a Section 33 (MFMA) process and Council adopting a resolution in which it approves the entire contract exactly as it is to be executed and in which it authorises the municipal manager to sign the contract on behalf of the municipality, as follows:

| Item | TENDERER | Unit | Total Rate per Erf (Excl. VAT) | Land parcel appointed for |
|---|---|---|---|---|
| 1 | [redacted] | Per erf | R 410.25 | [redacted] |
| 2 | [redacted] | Per erf | R 540.00 | [redacted] |
| 3 | [redacted] | Per erf | R 500.00 | [redacted] |
| 4 | [redacted] | Per erf | R 554.40 | [redacted] |

**ACTION:** [redacted]

This resolution complies with the Supply Chain Management Policy as approved by Council [redacted]

[redacted]

DATE: ..... [redacted] .....

# CONTRACT DOCUMENT

FOR THE

## PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

(RETURNABLE DOCUMENT)

**NOTE:**

- The Form of Offer and Acceptance (C1.1) is on **page 57** of this document (see also Clause F.4.4 Invalid tenders on **page 15**).

Table 1: Tender Preference Claim (B-BBEE contribution) is on page 54 of this document.

| ISSUED BY: |
|---|
| **DIRECTOR: HUMAN SETTLEMENTS**<br>**NEW MARKET DEVELOPMENT**<br>**CITY OF CAPE TOWN**<br>Tower Block, Civic Centre<br>12 Hertzog Boulevard<br>CAPE TOWN<br>8001 |

[redacted]

[redacted]

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 99C/2016/17

PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

# General Tender Information

| | | |
|---|---|---|
| **TENDER ADVERTISED** | : | [redacted] |
| **CLARIFICATION MEETING** | : | [redacted] |
| **VENUE FOR CLARIFICATION MEETING** | : | [redacted] |
| **CLOSING DATE** | : | [redacted] |
| **CLOSING TIME** | : | [redacted] |
| **CLOSING VENUE** | : | **Tender Box 123** at the **Tender Submission Office,** [redacted], Civic Centre, 12 Hertzog Boulevard, Cape Town |
| **TENDER BOX 123** | : | The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation 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.<br><br>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

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 99C/2016/17

PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

# Contents

# Part T1: Tendering procedures

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 99C/2016/17

PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

# T1.1 Tender Notice and Invitation to Tender

The **CITY OF CAPE TOWN**, Director: Human Settlements invites tenders for Tender No. **99C/2016/17: PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN**

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, 2011.

The physical address for collection of tender documents is:

**Tender Distribution Office,** [redacted] (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

Documents may be collected during working hours between 08:30 –15:00 from [redacted].

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 [redacted] Fax No. [redacted] -mail [redacted]

A non-compulsory but strongly recommended clarification meeting with representatives of the Employer will be held on [redacted] at the offices of the City of Cape Town, Mayor's Parlour, 1[redacted] Royal Ascot, Milnerton

The closing time for receipt of tenders is **10h00** on [redacted]

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.

# T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, 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**<br>*Add the following:*<br>The Employer is the City of Cape Town, represented by the Director: Human Settlements: New Market Development |
| F.1.2 | **Tender Documents**<br>*Add the following:*<br>The following documents form part of this tender:<br>1. The **Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015)** as published by the Construction Industry Development Board. Tenderers must obtain copies at their own cost from the Construction Industry Development Board Pretoria, Tel. (012) 343 7136 or (012) 481 9030, Fax: (012) 343 7153, e-mail: cidb@cidb.org.za.<br>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 117 of 2013** as gazetted in Government Gazette No. 36529, 3 June 2013.<br>3. **While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, the 2014/15 Housing Subsidy Quantum of the Western Cape Provincial Government and the Guideline Scope of Tariff of Fees from the National Department of Human Settlements Directorate, detailing a cost breakdown for Subsidised Housing Policy Framework and Programme Guidelines, 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 available from the Employer's representative, upon request.**<br>4. The City of Cape Town's **Example CIDB document for Civil Contracts (SCM 509),** latest version, obtainable on request from the Employer. |

5. This tender document (which may also be obtained in electronic format – or parts thereof – in terms of F4.10) issued by the Employer (**Tender No. 99C/2016/17: PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN** in which is bound:

**The Tender**

**Part T1: Tendering Procedures**
T1.1 Tender notice and invitation to tender
T1.2 Tender data

**Part T2 : Returnable Documents**
T2.1 List of returnable documents
T2.2 Returnable schedules

**The Contract**

**Part C1: Agreements and contract data**
C1.1 Form of offer and acceptance
C1.2 Contract data
C1.3 Occupational Health and Safety Agreement

**Part C2: Pricing data**
C2.1 Pricing Assumptions
C2.2 Activity Schedule

**Part C3: Scope of work**
C3.1 Scope of Work
C3.2 Annexes

**Part C4: Site information**
C4.1 Site information

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

F.1.4 **Communication and employer's agent**
*Add the following:*
Attention is drawn to the fact that verbal information, given by the Employer's agent 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. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's agent, for the purposes of any communication between the employer and tenderer, is:
Name:
Postal address: [redacted]

Tel: [redacted]
Fax:
E-ma

F.1.6.2 **Competitive negotiation procedure**
*Add the following to F.1.6.2*
A competitive negotiation procedure will not be followed.

F.1.6.3 **Proposal procedure using the two-stage system**
*Add the following to F.1.6.3*
A two-stage system will not be followed.

## F.2 Tenderer's obligations

F.2.1 **Eligibility**

*Add the following to F.2.1.1*

F.2.1.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

F.2.1.1.1 **City of Cape Town Supplier Database Registration**

Only those tenderers who are registered on the City of Cape Town's Supplier Database as a service provider prior to the evaluation of submissions are eligible to have their tender evaluated (the evaluation of tenders takes place when the Employer's Bid Evaluation Committee meets to make a final recommendation to the Bid Adjudication Committee). The Employer will only enter into a formal contract with a tenderer who is registered on the City of Cape Town's Supplier Database. 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 Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to "Supplier registration").

F.2.1.1.1.A **National Treasury Web Based Central Supplier Database (CSD) Registration**

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

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

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

F.2.1.1.2 **Local office**

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 200km 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.2.1.1.3 **Key personnel**

In order to be considered for an appointment in terms of this tender, the tenderer must have the following key personnel in its permanent employment at the close of tender. Alternatively, a signed undertaking from a specialist consultant/firm having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to **Schedule 9, Part T2.2: Returnable Schedules**.

Unless otherwise indicated below different individuals must be identified for each of the key personnel listed below and on **Schedule 9, Part T2.2: Returnable Schedules.** Minimum requirements in respect of for example Key Personnel:

a) A competent Beneficiary Administrator (The Tenderer) with at least 5 (five) years verifiable experience in low-cost housing processes, who will be responsible for all Beneficiary Administration services required in terms of this tender.

b) A competent Social Facilitator with at least 5 (five) years verifiable experience in low-cost housing processes, who will be responsible for all public participation and stakeholder engagement work to be carried out in terms of this tender.

Where required, the professional registration numbers of the key personnel must be indicated on **Schedule 9, Part T2.2: Returnable Schedules**. The *curriculum vitae* of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to **Schedule 9, Part T2.2: Returnable Schedules**. Key personnel will be expected to operate out of the local office, as the exigencies of this project require

F.2.1.1.4 **Support resources**
Details of the software package that will be used must be indicated on **Schedule 10, Part T2.2: Returnable Schedules.**

F.2.1.1.5 **Professional indemnity insurance.**

The employer shall not award a contract to any tenderer that does not hold valid Professional Indemnity (PI) insurance providing cover in an amount of not less than R1 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 **Schedule 11, Part T2.2: Returnable Schedules.**

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.2.1.1.6 **Track record of tenderer**
In order to be considered for an appointment in terms of this tender, the tenderer must have successfully completed at least three subsidy housing projects in the past 10 years.

F.2.1.1.7 **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 |
|---|---|
| Proposed work plan (approach and methodology) | 10 |
| Specific experience of key personnel | 20 |
| Availability/allocation of Resources | 10 |
| Track record of tenderer (with respect to Subsidy Housing Developments) | 15 |
| **Maximum possible score** | **55 points** |

**The minimum score for quality is 33 out 55 points. Tenderers that fail to achieve the minimum score for quality will not be further considered for evaluation.**

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

Note: Where the entity tendering is a joint venture a score for track record will be awarded to each party to the joint venture, which will then be combined in proportion to the percentage contribution of each party to the joint venture.

**Proposed Work Plan**

A proposed work plan 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 has been understood. That is, tenderers must show that they have appreciated the brief and have good insight as to what actions or activities are required and what challenges are to be overcome (the key issues), and indicate the approach and methodology that they intend following in order to reach the required outcome. Up to 10 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 (4 points) | Fair (2 point) | Poor (1 points) |
| 2. Approach to/methodology for resolving key issues as mentioned above | Good (6 points) | Fair (4 points) | Poor (2 point) |

**Specific experience of key personnel**

The key personnel will be awarded up to 20 points for specific experience, which is relevant to this particular project. The overall score for this criterion will be sum of the scores for each of the key personnel, with the applicable values as follows:

| Scoring Chart for Specific Key Personal | | |
|---|---|---|
| **Description** | **Highest Scoring Option** | **Score** |
| 1. Experience of assigned Beneficiary Administrator (The Tenderer) | Beneficiary administrative services for Subsidy Housing projects not exceeding 100 housing units | 2 |
| | Beneficiary administrative services for Subsidy Housing projects between 100 and 500 housing units | 3 |
| | Beneficiary administrative services for Subsidy Housing projects between 501 and 1000 housing units | 6 |
| | Beneficiary administrative services for Subsidy Housing projects exceeding 1000 housing units | 10 |

| Scoring Chart for Specific Key Personal | | |
|---|---|---|
| **Description** | **Highest Scoring Option** | **Score** |
| 2. Experience of assigned Social Facilitator | Social Facilitation services for Subsidy Housing projects not exceeding 100 housing units | 2 |
| | Social Facilitation services for Subsidy Housing projects between 100 and 500 housing units | 3 |
| | Social Facilitation services for Subsidy Housing projects between 501 and 1000 housing units | 6 |
| | Social Facilitation services for Subsidy Housing projects exceeding 1000 housing units | 10 |

**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 9, Part T2.2: Returnable Schedules.**

**Availability/allocation of Resources**

Tenderers must indicate what resources, other than the key personnel listed in clause F.2.1.1.3 above, they have at their disposal and intend allocating to this project as and when required. These resources are equipment, hardware and software and support staff. Hardware and software resources shall be listed on Schedule 10 part T2.2, returnable schedule. All support staff shall be listed on Schedule 16, Part T2.2: Returnable Schedules. Up to 10 score points will be awarded for the appropriate allocation of resources and support staff, over and above the key personnel listed, with the applicable values as follows:
a) Hardware and software – Up to 4 points
b) Staff compliment – Up to 6 points

| STAFF COMPLIMENT | |
|---|---|
| **Description** | **Highest Scoring Option** |
| 1. 1 to 2 Support Staff Compliment | 2 |
| 2. 2 to 4 Support Staff Compliment | 3 |
| 3. 5 or more Support Staff Compliment | 6 |
| | |

| HARDWARE AND SOFTWARE COMPLIMENT | |
|---|---|
| **Description** | **Highest Scoring Option** |
| 1. MS Office software package<br>2. A4 to A0 Printing hardware package<br>3. Overhead project hardware package<br>4. Any other applicable software and hardware Package | Up to 4 points |

**Track Record (Housing Projects)**
Tenderers must list, on Schedule 13, Part T2.2, Returnable Schedules, all housing projects that have been successfully completed in the local office of the tenderer in the past 10 years. Up to 15 points 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 | 1 or more smaller BNG projects (less than 500 houses per project) completed in the last 10 years | 2 |
| | 1 or more smaller BNG projects (between 500 and 1000 houses per project) completed in the last 10 years | 10 |
| | 1 equally large or larger BNG housing project (1000 or more houses) completed in the last 10 years. | 15 |

Note : Where the entity tendering is a joint venture a score for track record will be awarded to each party to the joint venture, which will then be combined in proportion to the percentage contribution of each party to the joint venture

F.2.7 **Clarification meeting**

*Add the following:*

A non-compulsory but strongly recommended clarification meeting will be held on [redacted] **at 12h00** at the offices of the City of Cape Town, Mayor's Parlour, [redacted] Royal Ascot, Milnerton

F.2.10.3 **Price variations**

Tenderers are referred to Clauses 3.9.3 and 3.16.2 in Part C1.2: Contract Data and to Part C2.1: Pricing Assumptions in the Pricing Data regarding contract price adjustment, as applicable.

F.2.13 **Submitting a tender offer**

*Add the following to F.2.13.1*

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

*Add the following to F.2.13.2:*

F.2.13.2 Printed Activity Schedules, in the same format (that is, layout, scheduled items and quantities) as those issued electronically by the Employer on request, may be submitted in terms of F.4.10 c).

*Add the following to F.2.13.3*

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

*Add the following after the first sentence of F.2.13.4:*

F.2.13.4 The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

*Add the following to F.2.13.5:*

F.2.13.5 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

| | |
|---|---|
| Location of tender box: | Tender Box 123. |
| Physical address: | Tender Submission Office, [redacted], Civic Centre, 12 Hertzog Boulevard, Cape Town. |
| Identification details: | Tender number: **99C/2016/17:** Title of tender: PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN |

Name and address of tenderer: (to be inserted by tenderer)

Sealed tenders with the Tenderer's name and address and the endorsement "**TENDER NO. 99C/2016/17: PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

*Add the following to F.2.13.6:*

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

*Add the following sub-clause after F.2.13.9:*

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

F.2.15 **Closing time**

*Add the following to F.2.15.1:*

F.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 **Tender offer validity**

*Add the following to F.2.16.1:*

F.2.16.1 The tender offer validity period is **12 weeks (84 days).** Tenderers are also referred to F.4.11 in respect of the Section 33 process.

*Replace sub-clause F.2.16.2 with the following:*

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

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

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

## F.3 The Employer's undertakings

F.3.2 **Issue Addenda**

*Add the following:*

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.3.4.1:*

F.3.4.1 The time and location for opening of the tender offers is:

Time: Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.

Location: Tender Submission Office, [redacted] Civic Centre, 12 Hertzog Boulevard, Cape Town.

F.3.8 **Test for responsiveness**

*Replace sub-clause F.3.8.1 with the following:*

F.3.8.1 Determine, after opening and before detailed evaluation, all tender offers properly received;

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

*Add the following two sub-clauses after F.3.8.2:*

F.3.8.3 Tenders will be considered non-responsive if, inter alia:

a) the tender is not in compliance with the Scope of Work;
b) the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request as stated in F.2.17;
c) the tenderer has failed to achieve the minimum score for quality as stated in F.2.1.1.3;
d) the tenderer is not compliant with the requirements for local content as stated in F.2.1.1.4.

Tenders may also be declared non-responsive if it is determined on reasonable grounds or evidence that the tenders are submitted by:

e) tenderers who, notwithstanding having submitted duly completed certificates of independent tender determination (Returnable Schedule 2), are nevertheless deemed to have knowledge of the contents of any other tenderer's offer;
g) tenderers in a horizontal relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 4(1)(a) of the Competitions Act, 89 of 1998;
h) tenderers who are presumed to be firms engaged in a restrictive horizontal practice as contemplated in section 4(1)(b) read with section 2 of the Competitions Act, 89 of 1998;
i) tenderers in a vertical relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 5(1) of the Competitions Act, 89 of 1998.

F.3.8.4 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.3.11 **Evaluation of tender offers**

F.3.11.1 **General**

*Add 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:*

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

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:*

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

a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;

b) a certificate 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.

F.2.23 **Certificates**

*Add the following:*

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 Tender Distribution 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 or sworn affidavits, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

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

The Employer shall adopt the following procedure when evaluating tender submissions:

Step 1 (Only applicable where a minimum score for quality has been prescribed as a eligibility criterion). Evaluate all valid tender submissions in order to determine whether or not the minimum score for quality has been achieved. A tender will only be considered further if it achieves the required minimum quality score.

Step 2 Conduct a preliminary ranking using **Method 2 Financial Offer and Preference** in accordance with F.3.11.3 a), b) and c) (excluding any tenders eliminated in Step 1)

Step 3 Test three highest preliminary ranked tender offers for responsiveness, and reject any found to be non-responsive. Test additional tenders if necessary to ensure that a detailed evaluation of at least three responsive tenders is carried out, with Pm in Formula 2 (Option 1) (refer to F.3.11.7 below) being the most favourable comparative offer of the three.

Step 4 Carry out a detailed evaluation of all of the highest preliminary ranked responsive tender offers as determined in Step 3.

Step 5 Complete final ranking of tender offers and make a recommendation for award in accordance with F.3.11.3 c), d) and e). Note that, unless determined otherwise, all tender offers shall be deemed to be responsive and shall be included in the final ranking of tenders.

F.3.11.3 **Method 2: Financial offer and preferences**

*Add the following to F.3.11.3 d):*

Such reasons (objective criteria) include whether the recommended tenderer:

a) has demonstrated that it has the necessary resources and skills required to fulfil its obligations in terms of the tender document;
b) poses any commercial or legal risk to the City;
c) is currently subject to action in accordance with the policy for combating abuse of the Supply Chain Management System.

F.3.11.7 **Scoring Financial Offers**

*Add the following:*

The financial offer will be scored using **Formula 2 (Option 1)** where the value of $W_1$ is **90** points

F.3.11.8 **Scoring Preferences**

*Add the following:*

Points will be awarded to tenderers who are eligible for preferences in terms of Schedule 19: Preferencing Schedule (where preferences are granted in respect of B-BBEE contribution) which is included in T2.2 Returnable Schedules.

The terms and conditions of Schedule 19 shall apply in all respects to the tender evaluation process and any subsequent contract.

**Points for Preference**

A maximum of 100 minus $W_1$ tender evaluation points will be awarded for preference to tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.

The Tenderer shall indicate on the **Preference Schedule** his or her company/firm/entity's B-BBEE status level of contributor.

Up to **10** tender evaluation points ($N_P$) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

Exempted Micro Enterprises (EMEs)

| Black Ownership | Deemed B-BBEE Status Level of Contributor | Number of Points ($N_p$) |
|---|---|---|
| less than 51% | 4 | 5 |
| at least 51% but less than 100% | 2 | 9 |
| 100% | 1 | 10 |

**Qualifying Small Enterprises (QSEs)**

| Black Ownership | Deemed B-BBEE Status Level of Contributor | Number of Points ($N_p$) |
|---|---|---|
| at least 51% but less than 100% | 2 | 9 |
| 100% | 1 | 10 |

| B-BBEE Status Level of Contributor | Number of Points ($N_p$) |
|---|---|
| 1 | 10 |
| 2 | 9 |
| 3 | 8 |
| 4 | 5 |
| 5 | 4 |
| 6 | 3 |
| 7 | 2 |
| 8 | 1 |
| Non-compliant contributor[1] | 0 |

[1] A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor, or who is not verified in terms of the Construction Codes of Good Practice.

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

F.3.11.10 **Risk Analysis**

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
c) the tenderer's ability to fulfill its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the employer reserves the right to consider a tenderer's existing contracts with the City of Cape Town in this regard

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the employer that he/she has the resources and skills required.

F3.13 **Acceptance of tender offer**

*Add the following to F.3.13:*

F.3.13.1 Tender offers will only be accepted if:

a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS;
b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 as a person prohibited from doing business with the public sector;
c) the tenderer has not:
   i) abused the Employer's Supply Chain Management System; or
   ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months;
d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.13.2 **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.

b) Objections, complaints, queries and disputes must be submitted in writing to the Manager: Statutory Compliance (Compliance and Auxiliary Services: Legal Services), 20th Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town or posted to Private Bag X9181, Cape Town, 8000 or faxed to (021) 400 5830.

F.3.13.3 **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 in the implementation of its supply chain management system, 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) Reasons and/or grounds for the appeal
   ii) The way in which the appellants rights have been affected
   iii) Remedy sought by appellant

c) Appeals must be submitted in writing to the Manager: Statutory Compliance (Compliance and Auxiliary Services: Legal Services), 20th Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town or posted by registered post to Private Bag X9181, Cape Town, 8000 or via fax at: 086 202 9981 or 021 400 5830

F.3.13.4 **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**

Clauses F.3.13.2 and F.3.13.3 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.

a) All legal process and pleadings must be served on the Administrative Manager (Compliance and Auxiliary Services: Legal Services), 20th Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town.

b) All requests in terms of PAJA and PAIA must be submitted in writing to the Manager: Statutory Compliance (Compliance and Auxiliary Services: Legal Services), 20th Floor, Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town, or faxed to (021) 400 5830 or 086 202 9981, by e-mail to access2info.act@capetown.gov.za.

F.3.16 **Notice to unsuccessful tenderers**

*Replace the heading above with:*

**Notice to successful and unsuccessful tenderers**

*Add the following to F.3.16.1:*

F.3.16.1 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, and only once the processes described in F.3.13.2 and F.3.13.3 above have been completed can the Employer sign the Acceptance part of the Form of Offer and Acceptance.

*Replace sub-clause F.3.16.2 with the following:*

F.3.16.2 The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

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

*Add the following:*

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

## F.4 Additional Conditions of Tender

The additional conditions of tender are:

F.4.1 **Compliance with Occupational Health and Safety Act 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2003 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. Tenderers are to note that the Service

Provider is required to ensure that all sub-consultants/sub-contractors or others engaged in the performance of this contract also comply with the above requirements.

F.4.2 **Claims arising after submission of tender**

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any tender and the Tenderer shall be deemed to have:

a) read and fully understood the whole text of the Contract Data, Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
b) visited the site of any proposed works.
c) requested the Employer or his duly authorised agent to make clear the actual requirements of anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
d) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.

F.4.3 **Imbalance in tendered rates**

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 as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.

Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may reject the Tender.

F.4.4 **Invalid tenders**

Tenders shall be considered invalid by the Bid Evaluation Committee if:

a) the tender offer (including the tender price/amount) is not submitted on the Form of Offer and Acceptance (form C1.1, Part C1: Agreements and Contract Data);
b) the returnable document is not completed in non-erasable handwritten, or printed, ink or toner;
c) the Form of Offer and Acceptance has not been signed with an original signature;
d) the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable;
e) in a two envelope system, the tenderer fails to submit a separately sealed financial offer.

F.4.5 **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 Employer may terminate the negotiations and invite the next ranked tenderer for negotiations. The original preferred tenderer will be informed of the reasons for termination of the negotiations. Once negotiations are commenced with the next ranked tenderer, the Employer will not re-open earlier negotiations.

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

F.4.6 **General supply chain management conditions applicable to tenders**

In terms of its Supply Chain Management Policy the Employer may not consider a tender unless the provider who submitted the tender:

a) has furnished the Employer with that provider's:
   i) full name;
   ii) identification number or company or other registration number; and
   iii) tax reference number and VAT registration number, if any;

b) has indicated whether:
   i) the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
   ii) if the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or
   iii) whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months.

c) has attended a compulsory clarification meeting, where applicable.

Irrespective of the procurement process followed, the Employer is prohibited from making an award to:

d) a person who is in the service of the state;
e) a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
f) an advisor or consultant contracted with the Employer; or
g) a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity. "Involved with the bid specification committee" includes where a person, advisor or corporate entity (or its director) was involved in the initial stages of the project which resulted in the specification; and they are therefore prohibited from tendering for resulting contracts.

In this regard, tenderers shall complete Schedule 1, Part T2.2: Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

F.4.7 **Combating abuse of the Supply Chain Management Policy**

In terms of the its Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months:
b) failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
c) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;
d) been convicted of fraud or corruption during the past five years;
e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
f) been listed with the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury's Database of Restricted Suppliers as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete Schedules 2 and 4, Part T2.2: Returnable Schedules: Certificate of Independent Tender Determination and Declaration of Tenderer's past Supply Chain Management Practices, respectively. Failure to complete these schedules may result in the tender not being considered.

F.4.8 **UIF payments**

The Tenderer shall submit to the Employer a letter from the Industrial Council indicating his good standing with regard to UIF payments upon being requested to do so.

F.4.9 **Consultancy services provided to organs of state**

In terms the Municipal Supply Chain Management Regulations (Board Notice 868 of 2005), and the Employer's Supply Chain Management Policy, tenderers must furnish the Employer with particulars of all consultancy services provided to an organ of state in the last five years, and of any similar services provided to an organ of state in the last five years. The information required is not limited to the local office only, but should include services provided by all offices country wide.

In this regard, tenderers shall complete Schedule 7, Part T2.2: Returnable Schedules: Consultancy Services Provided to Organs of State. Failure to complete this schedule may result in the tender not being considered.

F.4.10 **Requests for contract documents, or parts thereof, in electronic format**

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.

b) The electronic version shall not be regarded as a substitute for the issued tender documents.

c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Activity Schedules, in the same format (that is layout, scheduled 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 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.

d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. 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.

e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.

f) 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.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. The award of this tender will be subject to the approval of this process.

# 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 fulfill 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 tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

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; and

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) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

**F.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communication 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 The employer's right to accept or reject any tender offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

**F.1.6 Procurement procedures**

**F.1.6.1 General**
Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

**F.1.6.2 Competitive negotiation procedure**

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

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

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

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

**F.1.6.3 Proposal procedure using the two stage-system**

**F.1.6.3.1 Option 1**
Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

**F.1.6.3.2 Option 2**

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

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

## F.2 Tenderer's obligations

### F.2.1 Eligibility

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

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

### F.2.2 Cost of tendering

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

### F.2.3 Check documents

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

### F.2.4 Confidentiality and copyright of documents

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

### F.2.5 Reference documents

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

### F.2.6 Acknowledge addenda

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

### F.2.7 Clarification meeting

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

### F.2.8 Seek clarification

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

### F.2.9 Insurance

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

### F.2.10 Pricing the tender offer

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

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

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

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

### F.2.11 Alterations to documents

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

### 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. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

**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.2.13 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 shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

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

### F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

**F.2.17 Clarification of tender offer after submission**

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

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

**F.2.18 Provide other material**

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

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

**F.2.19 Inspections, tests and analysis**

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

**F.2.20 Submit securities, bonds, policies, etc.**

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

**F.2.21 Check final draft**

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

**F.2.22 Return of other tender documents**

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

**F.2.23 Certificates**

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

## F.3 The Employer's undertakings

**F.3.1 Respond to requests from the tenderer**

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

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

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

**F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until three working 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, preferences claimed and time for completion for the main tender offer only.

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

**F.3.5 Two-envelope system**

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

**F.3.5.2** Evaluate the quality 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 quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

**F.3.6 Non-disclosure**

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

**F.3.7 Grounds for rejection and disqualification**

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

**F.3.8 Test for responsiveness**

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

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

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

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

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

**F.3.9 Arithmetical errors, omissions and discrepancies**

**F.3.9.1** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

**F.3.9.2** 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.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

**F.3.9.4** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) 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.
b) 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.

**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: Financial offer**

In the case of a financial offer:

a) Rank tender offers from the most favourable to the least favourable comparative offer.
b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.3 Method 2: Financial offer and preference**

In the case of a financial offer and preferences:

a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.

b) Calculate the total number of tender evaluation points ($T_{EV}$) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: $N_{FO}$ is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
$N_P$ is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

c) Rank tender offers from the highest number of tender evaluation points to the lowest.

d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

b) Calculate the total number of tender evaluation points ($T_{EV}$) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: $N_{FO}$ is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
$N_Q$ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

c) Rank tender offers from the highest number of tender evaluation points to the lowest.

d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.5 Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

b) Calculate the total number of tender evaluation points ($T_{EV}$) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: $N_{FO}$ is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
$N_P$ is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8;
$N_Q$ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

c) Rank tender offers from the highest number of tender evaluation points to the lowest.

d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.6 Decimal places**

Score financial offers, preferences and quality, as relevant, to two decimal places.

**F.3.11.7 Scoring Financial Offers**

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

$N_{FO} = W_1 \times A$

where: $N_{FO}$ is the number of tender evaluation points awarded for the financial offer.
$W_1$ is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
$A$ is a number calculated using the formula and option described in Table F.I 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 | $A = (1 + \frac{(P - Pm)}{Pm})$ | $A = P/Pm$ |
| 2 | Lowest price or percentage commission/ fee | $A = (1 - \frac{(P - Pm)}{Pm})$ | $A = Pm/P$ |
| [a] $Pm$ is the comparative offer of the most favourable comparative offer.<br>$P$ 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 quality**

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

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

$N_Q = W_2 \times S_O / M_S$

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

**F.3.12 Insurance provided by the employer**

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

**F.3.13 Acceptance of tender offer**

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

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

b) 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,
c) has the legal capacity to enter into the contract,
d) is not insolvent, in receivership, 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,
e) complies with the legal requirements, if any, stated in the tender data, and
f) 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.

# Part T2: Returnable Documents

# T2.1 List of Returnable Documents

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

## 1. Returnable Schedules required for tender evaluation purposes



## 2. Other documents required for tender evaluation purposes

a) Joint Venture Agreement (if applicable) - append to Schedule 3.
b) Curriculum Vitae of Key Personnel as applicable - append to Schedule 9.
c) Documentary evidence/proof of Professional Indemnity Insurance - append to Schedule 11.
d) A proposed work plan - append to Schedule 13.
e) Documentary evidence/proof of ISO 9001: 2008 certification - append to Schedule 14.

## 3. Returnable Schedules that will be incorporated into the Contract



## 4. Other documents that will be incorporated into the contract



## 5. C1.1 The offer portion of the C1.1 Offer and Acceptance

## 6. C1.2 Contract Data (Part 2)

## 7. C2.2 Activity Schedule

NOTE: Printed Activity Schedules, in the same format (that is, layout, scheduled items and quantities) as those issued electronically by the Employer on request, may be submitted with the tender as stated in F.2.13.2 in the Tender Data.

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 99C/2016/17

PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

## T2.2 Returnable Schedules

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 99C/2016/17

PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

### SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** [redacted]

**Physical address of enterprise:** [redacted]

**(LOCAL OFFICE)** [redacted] .....

..... .....

**Section 2: VAT registration n** [redacted] .....

**Section 2a: National Treasury Central Supplier Database registration num** [redacted]

**Section 2b: SARS Tax Compliance Status** [redacted] ...

**Section 3: CIDB registration number, if ar** [redacted] .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

| Name* | Identity number* | Personal income tax number* |
|---|---|---|
| [redacted] | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number [redacted] .....

Close corporation numb[redacted] .....

Tax reference number .[redacted] .....

**Section 6: Record of service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Provinces
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

**If any of the above boxes are marked, disclose the following:**

| Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder | Identity Number | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|---|---|---|---|---|
| | | | current | Within last 12 months |
| | | | | |
| | | | | |
| | | | | |
| | N/A | | | |
| | | | | |
| | | | | |

*insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

| Name of spouse, child or parent | Identity Number | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|---|---|---|---|---|
| | | | Current | Within last 12 months |
| | | | | |
| | | | | |
| | | | | |
| | N/A | | | |
| | | | | |
| | | | | |

| *insert separate page if necessary |
|---|
| The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:<br>i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;<br>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;<br>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;<br>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<br>v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct. |

**SIGNED ON BEHALF OF TENDERER:** [redacted]

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

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PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

## SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting this tender for Contract No. **99C/2016/17: PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN**

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: [redacted]t:

(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 consortium[1] will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation);
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit a tender;
   (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
   (f) tendering with the intention not to win the tender;

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

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

[redacted]

[redacted] .....

Name

[redacted] .....

Date

[redacted] .....

Position

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 99C/2016/17

PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

## SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY |
|---|---|---|
| Lead partner | | Signature.....<br>Name.....<br>Designation..... |
| | | Signature.....<br>Name.....<br>Designation..... |
| | N/A | Signature.....<br>Name.....<br>Designation..... |
| | | Signature.....<br>Name.....<br>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.

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 99C/2016/17

PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

## SCHEDULE 4: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

| Item | Question | Yes | No |
|---|---|---|---|
| 1.1 | 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?<br><br>(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 *audi alteram partem* rule was applied).<br>**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 ☒ |
| 1.1.1 | If so, furnish particulars: | | |
| 1.2 | 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?<br>**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 ☒ |
| 1.2.1 | If so, furnish particulars: | | |
| 1.3 | 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 ☒ |
| 1.3.1 | If so, furnish particulars: | | |
| 1.4 | 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 ☒ |
| 1.4.1 | If so, furnish particulars: | | |
| 1.5 | 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 ☒ |
| 1.5.1 | 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 [redacted]ct, action may be taken against me should this declaration prove to be [redacted]**

[redacted]

**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.**

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 99C/2016/17

PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

**SCHEDULE NO. 5: CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER**

**To: THE CITY MANAGER, CITY OF CAPE TOWN**

## CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

**TENDER NO.: 99C/2016/17: PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN**

**NAME OF THE TENDERER:** [redacted]

**FURTHER DETAILS OF THE TENDERER/S**; Proprietor / Director/s / Partners, etc:

| Physical Business address of the Tenderer | Municipal Account number(s) |
|---|---|
| [redacted] | |
| | |
| | |
| | |

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

| Name of Director / Member / Partner | Identity Number | Physical **residential** address of Director / Member / Partner | Municipal Account number(s) |
|---|---|---|---|
| [redacted] | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**I, _____, the undersigned,**
**(full name in block letters)**
**certify that the information furnished on this declaration form is correct and that I/we have 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 or 3 (three) months.**

[redacted] behalf of the Tenderer/Contractor

[redacted] ..... on the [redacted]
(DATE) (MONTH) (YEAR)

**Even if the requested information is not applicable to the Tenderer, the table above should be endorsed <u>Not Applicable</u> and THIS DECLARATION MUST STILL BE SIGNED**

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 99C/2016/17

PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

## SCHEDULE 9: KEY PERSONNEL

The tenderer is referred to clause F.2.1.1.3 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.

| a) SOCIAL FACILITATOR (The Tenderer) | | | | |
|---|---|---|---|---|
| NAME | JOB TITLE | QUALIFICATIONS | REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
| [redacted] | | | | |
| b) BENEFICIARY ADMINISTRATOR | | | | |
| NAME | JOB TITLE | QUALIFICATIONS | REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
| [redacted] | | | | |

[redacted]

SIGNED ON BEHALF OF TENDERE[redacted] .....

[redacted]

# PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION FOR INTEGRATED HUMAN SETTLEMENTS DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

TENDER NO : 99C/2016/17

TENDER BOX NUMBER : 123

CLOSING DATE [redacted]

**TENDER SUBMITTED TO:**

CITY OF CAPE TOWN
Tender Submission Office
2nd Floor, Concourse Level
Civic Centre
12 Hertzog Boulevard
Cape Town

**TENDER SUBMITTED BY:**

[redacted]

## 1. INTRODUCTION

Integrated housing development initiatives are a very sensitive and also conflict ridden due to the high demand for housing in the various communities. Therefore, these housing developments require meticulous planning and transparent interactions with the targeted community.

Social facilitation is a crucial element of these developments due to the fact that it is a process that facilitates stakeholder engagement and community/beneficiary participation. Public participation and effective communication through open debate and transparency between service providers and civil society are crucial elements of the reconstruction and development process. This requires an active exchange of information and opinion amongst all members of society. Without the free flow of accurate and comprehensive information, development initiatives of the various public structures will lack the mass support necessary for their success.

The long-term objective of a community facilitation process is to facilitate communication, understanding and educate the beneficiary community with a resultant healthy constructive interaction, support and co-operation between project technical team and the communities they serve.

It is against this background that the City of Cape Town has advertised the abovementioned tender which is solely aimed at social facilitation and beneficiary administration. Umtha Strategy Planning and Development Consultancy, a Black owned company based in Cape Town, is hereby presenting its proposal giving details regarding the process that will be followed in undertaking the required functions.

## 2. SCOPE OF WORK

As per the provided terms of the reference, the scope of work is as follows:

### 2.1 Beneficiary Administrator

- Identify potential beneficiaries in terms of the City's allocation policy with relevant stakeholders under guidance of the City's Project Manager and external Project Manager;
- HSS Subsidy Registration and capture of beneficiaries;
- Public engagement and advertising regarding beneficiary identifications;
- Attending PSC and public meetings;
- Allocate beneficiaries to serviced sites/houses in conjunction with the project manager;
- Attend handover of beneficiary sites/houses and complete handover documentation;
- Perform consumer education functions at the handover;
- Completion and submission of services request forms for every allocated beneficiary;
- Report to COCT Project Manager regarding all matters pertaining to beneficiary administration;

- Reconciliations and final report;
- Liaison and provide information to the conveyancing Attorney, regarding beneficiaries HSS details and subsidy approvals;
- Complete Deed of Sale for every beneficiary, in conjunction with the conveyancing attorney;
- Issue title deeds on completion of the transfer by the conveyancing attorney; and
- Provide progress reports at professional team meetings in conjunction with the conveyancing attorney regarding transfers.

### 2.2 The Social/Community Facilitator

- Community facilitator will form part of project steering committee (PSC) and be the liaison person between project matters and the beneficiary community;
- Prepare meeting venues and assist the Ward Councillor in calling public meeting;
- No public meeting will be organized by the Community Facilitator without approval of the COCT Project Manager, the respective PSC and the Ward Councillor;
- Ensure effective public participation and transparency regarding beneficiary administration and job opportunities within the project;
- Work in conjunction with the Subsidy Administrator in advertising and communicating names of successful applicants and inform unsuccessful beneficiaries;
- Assist the beneficiary administrator with tasks as described; and
- Community 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.

## 3. PROPOSED STRATEGY FOR UNDERTAKING THE REQUIRED WORK

The achievement of integrated human settlements hinges on effective social facilitation and transparent beneficiary administration processes will entail undertaking the activities presented in the scope of work, which will be presented in detail hereunder.

### 3.1 PHASE 1: PROJECT INITIATION

#### *3.1.1 Defining the Brief*

The initial stage will entail a detailed briefing from the client, Project Manager will present the detailed background and more refined information about project. This process will assist in the orientation and preparations of the service provider for effectively rendering the required services and also clarifying the expected outcomes of each assigned activity.

The next step will be the drawing of the code of understanding/service level agreement (SLA) by the two parties, detailing:

- The expectations and outputs required from the service provider;
- Clear description of the role that will be played by the Service Provider in relation to other role-players;
- The protocol and lines of communication to be followed by the service provider in planning, implementation and reporting back (submission of reports or minutes of meetings etc.); and
- Provision of relevant documentation/information regarding the project.

## 3.2 PHASE 2: PROJECT PLANNING

### *3.2.1 Situation Analysis/ Community Profiling*

This will entail a process of identifying legitimate relevant community structures and their representatives/leadership, from target communities that are to benefit and/or be affected by the housing development project. Also the Sub-Council Manager and Chairperson, Ward Councillors of the affected communities will be identified. Based on the outcome of the data collected, a programme of action will be developed.

## 3.3 PHASE 3: PROJECT EXECUTION

### 3.3.1 Beneficiary Administration

Beneficiary administration forms a crucial part of a human settlement development. We understand that the process requires effective management to ensure successful data processing and reporting. The tender mentions the key functions of the beneficiary administrator. This section provides the proposed activities that will ensure that each deliverable is reached:

#### *3.3.1.1 Identifying potential beneficiaries in terms of the City's allocation policy*

The City of Cape Town's housing policy will form the basis for the identification process. Together with the City's project manager, a potential list will be generated. The main activities include:

- Obtain updated housing allocation policy from the City of Cape Town;
- Study the document and determine best way to obtain the targeted, potential beneficiary list;
- Gather all data available and filter through proposed list; and
- Compile proposed beneficiary list for the project.

#### *3.3.1.2 HSS Subsidy Registration and capturing of beneficiaries*

The potential list will be screened and captured on a database specifically developed for the project. The main activities part of this process include:

- Marketing material will be developed to invite potential beneficiaries to attend project workshops whereof the first would be to complete subsidy application forms for submission to the City of Cape Town;
- The City of Cape Town will make available a field station where the above will take place;
- Data will be captured electronically and managed via a system especially developed for the project;
- Each potential beneficiary will be allocated a reference number to easily trace applications and submissions.

#### *3.3.1.3 Public engagement and advertising regarding beneficiary identifications*

After a proper screening process, the potential beneficiary list will be advertised for public input. The main activities part of this process include:

- Initial meetings which will be set up by the social facilitator with the Project Manager to advertise the details of the proposed project;
- Potential beneficiaries will be informed regarding this process by means of public advertisements and letters to a local social facilitation station to complete subsidy forms;
- Objection periods will be allowed for public input, thereafter the final list of potential beneficiaries will be made available; and
- The community will be kept informed re the project as it progresses.

#### *3.3.1.4 Attending PSC and public meetings*

Project Steering Committee meetings as well as public gatherings will be attended by the beneficiary administrator or representative. The main activities will be:

- To provide a statistical information related to the administration process, information required, data captured and approvals; and
- To provide a supportive function to the project manager only and meetings will be attended on request.

#### *3.3.1.5 Allocation of beneficiaries to serviced sites/houses in conjunction with the Project Manager*

An allocation system will be used to connect an erf number to each approved beneficiary. The main activities will be:

- Sites will be allocated based on the approval status of each beneficiary. The allocation will be done with the assistance of the Project Manager.
- A mapping system will be used connecting each site with a beneficiary reference.

#### *3.3.1.6 Attend handover of sites/houses for beneficiaries and complete handover documentation*

Handover of serviced sites will be attended to ensure each beneficiary receives the key to the correct site. The main activities will be:

- Handover documentation will be developed and signed with beneficiaries on day of handover;
- The beneficiary will undergo a consumer education workshop regarding their responsibilities and obligations as home owner; and
- All handover documentation will be signed and recorded.

#### *3.3.1.7 Perform consumer education functions at the handover*

Consumer education forms an important role of the handover process. The main activities are:

- To develop consumer education manuals which will be presented to empower potential beneficiaries re the process; and
- At least three workshops will be held to firstly inform potential beneficiaries re the subsidy application process, details re the deed of sale and on handover of the property.

#### *3.3.1.8 Complete and submission of services request forms for every allocated beneficiary*

Services request forms will be completed as soon as beneficiaries are approved. The main activities are:

- To obtain updated services forms from City of Cape Town;
- Obtain correct department's details and liaise re submissions;
- Capture all data against each beneficiary reference; and
- Submit all forms to the relevant City of Cape Town departments.

#### *3.3.1.9 Report to the City of Cape Town Project Manager regarding all matters pertaining to beneficiary administration*

- It is accepted that the Project Manager will be informed re the beneficiary administration process throughout all steps;
- Progress reports will be generated and submitted for project meetings and on the Employer's request; and
- Provide conveyancing progress reports at professional team meetings in conjunction with the conveyancing attorney regarding transfers.

#### 3.3.1.10 *Reconciliation and final report*

On close out of the project, a final report will be generated to the City of Cape Town. All data will be presented to the City of Cape Town on close out. The main activities are:

- Data generation and reconciliation of results; and
- Submission of data and final report to City of Cape Town.

#### 3.3.1.11 *To issue the title deed on completion of the transfer by conveyancing attorney.*

The beneficiary administrator will administer the signing of the deed of sale between the City of Cape Town and the beneficiary. The main activities are:

- To inform the beneficiary re the conditions of the contract;
- To ensure all documents are in place with regards to identity cards, marriage certificates, birth certificates, divorce certificates etc;
- Ensure all documentation are signed and submit to the conveyancing attorney; and
- On deeds registration, the beneficiary administrator, via the social facilitator will ensure that each beneficiary is informed re the registration and issue the Title Deed to the beneficiary.

### 3.3.2 Social Facilitation

#### 3.3.2.1 *Orientation and Consultation*

This focus at this stage will be aimed at introducing the integrated Housing Development project, its aims and objectives to the various identified stakeholders. The aims of the project will be tabled together with a proposed programme of action. This will be done with the aim of soliciting buy-in and co-operation from the various stakeholders. The main activities are:

- Conduct bilateral briefing meetings with Councillors, Sub council officials and other identified stakeholders (leadership of community and civic structures) within the target community;
- Ensure effective communication and dissemination of accurate information to the broader community and achievement of the desired results/deliverables will be presented;
- Consult and negotiate with all community representatives and stakeholders;
- Compile reports and minutes at consultation meetings.

#### 3.3.2.2 *Establishment of Project Steering Committee & Facilitation*

In consultation with relevant sub-council manager a transparent process of establishing project steering committee (PSC) will be conducted. From the identified community structures, representatives to serve on the PSC will be nominated by each structure and provided to the community facilitations in the form of written

correspondence. Sensitivity in making sure that all stakeholders are represented as much as possible will be recognised. The aim of setting up a project steering committee (PSC) will be to facilitate communication amongst the various stakeholders, and the community on all matters pertaining to the housing project. The main activities are:

- Induction of PSC Members. In consultation with the Project Manager, an induction workshop of the newly elected PSC members will be convened. This will be aimed at orientating them about their roles and responsibility as tabled in COCT Terms of Reference /guide for Establishing PSC. The induction will include signing of the Terms of Reference with PSC members;
- Chairing PSC meetings, maximum 36 meetings within 3 years; and
- Compilation and distribution of PSC meeting minutes and reports.

#### *3.3.2.3 Support to sign up potential beneficiaries*

The social facilitation role in the sign up process will assist the administrator to successfully reach the potential beneficiaries. The main activities are:

- To assist with the identification and compilation of a beneficiary list;
- To present a list to the PSC members for approval and placing; and
- To assist with the facilitation in the marketing process in liaising with potential beneficiaries.

#### *3.3.2.4 Project Meetings*

The social facilitator will attend all required meetings. The meeting representation will be for the following:

- Project Steering Committee: Monthly PSC meetings will be convened by the facilitator in consultation with the Project Manager to keep the PSC members updated about the developments in the project. PSC meetings will entail, setting up meeting, taking minutes, dissemination of minutes of meetings.
- Community/stakeholder Meetings: Ongoing community meetings will be conducted in consultation with the Project Manager and the Ward Councillors to give them feedback about development in the project, beneficiary lists and relevant information. Also the process of addressing disputes and concerns will be handled at community level. Convening community meetings and project related public meetings, maximum 12 meetings over 3 years.
- Project Technical Team Meetings: As an integral part of community facilitation, we will be available at all times to assist the technical team in implementing their activities in the community by communicating their activities and what they expect from the community. This will entail making sure that the community understands what is expected from them, why is it done, what benefit is it to them and also the negative impact of not playing their role in the development. Beneficiary administration support will be key to ensure public engagement and advertising regarding beneficiary identifications.

## 3.4 PHASE 3: MONITORING & EVALUATION

The project will be monitored and evaluated throughout the project life cycle. If any changes are required to improve the status of the project, necessary actions will be put in place.

## 3.5 PHASE 4: CLOSE OUT

The project will be formally closed once all reconciliations have been done and reports submitted to the City of Cape Town.

[redacted]

[redacted]

Maiden Name [redacted]

Residentail Address

Telephone numbers [redacted]

Cellphone number

Transportation [redacted]

Computer Literacy

Languages

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## SUMMARY:

A specialist of facilitating Stakeholder/public engagement, communication planning and Management and research. An experience in Social Marketing-**Marketing an Idea, an** experience and knowledge necessary for communicating new ideas and concepts that are intended to change people's attitudes and behaviours. She also has the ability and experience of introducing new concepts (illiterate and semiliterate communities) that have some responsibility tied into the information disseminated. She has been able in past projects, to translate policy to the level of understanding of the target community especially using the language of the target community.

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## EXPERIENCE:

- [redacted] Strategy Planning Consulting and Development Facilitation; Communication Planning and Management; Participatory Monitoring and Evaluation; Research; Social audit; Social Marketing; Urban and Rural Participatory Appraisal, Workshop planning & facilitation.

- **School of Public Health and Family Medicine: UCT – Part-time Researcher** [redacted]

- Verification of beneficiaries,
- Tracing those who have left other people to look after their shacks,
- Establishment of Dispute Resolution Committee
- Dispute resolution by involving community leadership on claims of ownership,
- Establishment of project steering committee by identifying key stakeholders within the community.
- Chairing community meeting and PSC meeting,
- Facilitation of the marketing process,
- Completion of a public participation process and allocation and handover of houses.

City of Cape Town – Housing

[redacted]

**COMMUNITY FACILITATION : ESTABLISHEMENT OF AN INCREMENTAL DEVELOPMENT AREA ON** [redacted]

**COMMUNITY FACILITATION.** The project scope included:

- Identify legitimate community structures, leadership and relevant stakeholders
  Introduction of project and preparation for setting up Project Steering Committee (PSC)
- Setting up a community project steering committee or verify the legitimacy of an existing one.
- Orientation of the PSC about their roles and responsibility
- Chairing PSC meetings and community feedback meeting
- Verify the existing beneficiary list and identify beneficiaries for relocation in the two affected informal settlements.
- Completion and resolution of objections (beneficiary list)
- Approval of beneficiary list by the City of Cape Town
- Facilitate communication w.r.t relocation process (do's and don'ts)

[redacted]

- Orientation, facilitation, stakeholder identification and establishment of Project Steering Committee
- Facilitation of beneficiary sign-up, completion of marketing process and approval of beneficiaries.
- Completion of the public participation process (public meeting, workshops etc.)
- Housing Consumer Education
- Allocation and handover of completed houses
- Handover of title deeds

[redacted]

**CONSUMER SATISFACTION AND SERVICE RELATED RESEARCH SURVEYS FOR THE CITY OF CAPE TOWN FOR THREE YEAR PERIOD: WATER AND SANITATION CUSTOMER PERCEPTION AND SATISFACTION SURVEY**

The customers/users which need to be surveyed are in three target markets with the following sample sizes:

- Formal Residential 1000
- Informal Residential Areas 600
- Business 300

The assessment results assist in forward planning and to improve service delivery. Furthermore, they are used for the following:

- To ascertain an acceptable level of service satisfaction which needs to be achieved and maintained.
- To identify areas needing improvement.
- To uncover needs not currently being addressed, especially in informal and in business areas.
- To measure the level of satisfaction within the service.

The project scope included:

- Literature review and Implementation Plan
- Consultation with stakeholders
- Fieldwork and Data Collection
- Data capturing and Data Analysis
- Excel spread sheet containing the data tables and any analytical work thereon
- Presentation in PowerPoint format of the detailed results at a workshop, where the results and implication of the findings can be discussed
- A PowerPoint summary report highlighting the key findings of the survey
- One printed copy of all documents
- A customer survey report
- Flash drive containing the presentation and all project related documents
- Presentation of the report to client

**SAFELY HOME - CONDUCTING AN EVALUATION** OF THE SAFELY HOME COMMUNICATION AND EDUCATION CAMPAIGN. THE PROJECT SCOPE INCLUDED:

- Literature review
- Project Implementation Plan and Time frames
- Engagement with the school that participated in the campaign
- Set-up interviews with the participants
- Development of the survey instrument
- Conduct interviews and group discussions
- Transcription and translation of focus group interviews and one on one interviews
- Compilation of the final report and presentation of findings and recommendations

[redacted]

[redacted]

of Stellenbosch in 2003.

EDUCATION

PROJECTS:

- Development of training and research

PROJECTS:

*Certificates and additional information will be made available on request.*

[redacted]

[redacted]

SUMMARY:

I am a reliable and caring person who keeps a level of performance whilst retaining integrity. I strive to be an example of one that motivates and works well in teams to reach the objectives of the company. Unfolding my creativity, transferring knowledge and sharing ideas in a challenging but rewarding environment are my drive. I have 6 years experience in Office Administration, Project Administrator and Manager.

EXPERIENCE:

Name of the Compan [redacted]

Position held

Areas of expertise [redacted]

Project Support

**PROJECTS** [redacted]

- Communication
- Planning and Management;
- Community Facilitation;
- Participatory Monitoring and Evaluation;
- Research
- Social audit;

- Conflict Resolution
- Report

- **WATER DEMAND MANAGEMENT COMMUNITY ENGAGEMENT –** carry out an education and awareness campaign on the Water Management Device and Water Conversation through household/face to face education, school initiative, interactions at malls, workshops and other activities. Project Manager: Water Demand Management.

  **Respon**[redacted]
  **Durat**[redacted]
  **Area**[redacted]
  Fisant[redacted]
  - Study of the existing information about the survey
  - Identify relevant stakeholders and role-players that will be beneficial for the success of the project
  - Consultation with the relevant stakeholders to introduce the project
  - Facilitate the recruitment and training of fieldworkers
  - Development of a work plan for the fieldwork :
    - Area to be covered
    - Number of households to be visited
    - Development of a questionnaire
    - Training of fieldworkers
    - Trail survey
    - Timescale
    - Costs for remuneration of workers
    - Monitoring of the fieldwork
    - Progress review.
  - Compilation of a report, including recommendation

**SURVEY TOPICS**

- **Water Conservation Awareness and Education**
- **Water Leaks Audit**
- **Installation and Distribution of User Interface Units (UIU)**
- **Distribution of Standpipe Tags and Standpipe Reading**

[redacted] Provision of Civil Engineering Service - [redacted], plot allocation process and conflict resolution.

**Responsibility**: Project Leader
**Duration**: 2 years
- Facilitate meetings with stakeholders (councilors, community leaders and general community) to solicit buy-in and support for the project
- Undertake a social survey of beneficiaries in the project
- Relocation of the identified beneficiary to a site/plot
- Signing of relocation letters
- Compilation of a relocation report
- Conflict Resolution
- Monitoring and evaluation to ensure that the contractors comply as per the specifications of the tender

[redacted]

EDUCATION QUALIFICATION:

[redacted] Cape Peninsula University of Cape

[redacted]

# CURRICULUM VITAE

OF

[redacted]

## PERSONAL DATA

| | |
|---|---|
| First name | [redacted] |
| Surname | |
| Identity number | [redacted] |
| Home Address | [redacted] |
| E-Mail Address | [redacted] |
| Contact Details | [redacted] |
| Sex | |
| Marital status | [redacted] |
| Driver's licence | |
| Nationality | [redacted] |
| Home language | |
| Other languages | [redacted] |

## EDUCATIONAL QUALIFICATIONS

Last school attended [redacted]

Highest standard passed

Subjects

## HIGHER EDUCATION

Course [redacted]

Year

Name of Institution [redacted]

Other Certificates

## EMPLOYMENT HISTORY

Name of Company [redacted]

Duration

Position

Duties

[redacted]

PROGRESS)

**GENERAL**

I am well-spoken person with a good personality. I am a tolerant person. I am conducting workshops to 50 beneficiaries every day. My every day challenge is coming to work and face all these people with different attitudes and personalities. And that taught me to be strong and tolerant as well understanding people's behaviours and their background. Best part that I love about my job is handing over the key to the first time owners. The smile and excitement in their faces is what keeps me going in this industry.

REFERENCES

[redacted]

# Part C1: Agreements and Contract Data

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 99C/2016/17

PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

# 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 NO. 99C/2016/17: PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN**

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

**Subject to the City's Bid Adjudication Committee approval, the highest ranking tenderers will then be awarded a contract based on the number of erven multiplied by the tendered rate to provide, the applicable professional services, to at least one (1) of the 6 projects (refer to C3.1 Scope of Works). A 10% contingency will be added by the Employer to the total sum. The City reserves the right to appoint successful tenderers to any one of the six projects based on their successful submission.**

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 t[redacted]ice provider in the conditions of contract identified in the contract da[redacted]

Signatu[redacted] .....

Name[redacted] .....

Capac[redacted] .....

**for the tenderer**

(Name of organization/tenderer)[redacted]

[redacted]ere[redacted]

.....

Name and signature of witness [redacted]

..[redacted]..... For official use.

* Refer to Clause F.4.4 Invalid tenders in Part T1.2 Tender Data[redacted]

## 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 fulfill 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), unless the tenderer (now service provider) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between th[redacted]



Signatu[redacted] .....

Name [redacted] .....

Capacity [redacted] .....

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

Name and signature of witnes[redacted]

Date [redacted]

For th[redacted]

Signatur[redacted] .....

Name([redacted] .....

Capacity [redacted] .....

(Name of organization/tende[redacted]

[redacted] .....

Signatu[redacted]

of witnes[redacted] ..... Date .....

.....

For th[redacted]

Signatu[redacted] .....

Name(s[redacted] .....

Capacit[redacted] .....

(Name and address of organization) CITY OF CAPE TOWN
Tower Block, Civic Centre,
12 Hertzog Boulevard
Cape Town

Name and signature of witnes[redacted]

Da[redacted]

## 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:

[redacted] .....(day)

o[redacted] .....(month)

2[redacted]

**For the Service Provider:**

[redacted]

Signature(s) .....

Name(s) .....

Capacity .....

Signature [redacted]

Signatur [redacted]

Name [redacted]

# 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* ***Project:***
The project is the **PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN**

*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: Human Settlements: New Market Development**

The address for recei[redacted]
Telephone:
Facsimile:
E-mail:
Postal Address:
CAPE TOWN
8000
Physical Address: 21st Floor, 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/s of the proposed new housing development. Key personnel will be expected to work out of the local office as the exigencies of this contract require.

**Clause 3.9.2:**
Replace the words "6 weeks" with "21 days".

**Clause 3.9.3:**
*Add the following:*
The rates-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.

**Clause 3.15.1:**
*Add the following:*
The programme shall be submitted within 14 days of the Start Date.

**Clause 3.16.2:**
*Add the following:*

It is also brought to the attention of the tenderer that the estimated duration of this project will be **60** months from date of commencement. In addition, the tenderer should note that the fees priced will be fixed for the duration of the project. However, should the National Human Settlements Department increase the indirect cost for municipal engineering services of a serviced stand, applications for these additional fees will be applied for and if successful, application will be made to increase the tenderers priced fee. Such increase will only apply to work not completed and not retrospectively.

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

**Clause 5.5:**
*Add the following:*
The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

a) Replacing any of the key personnel listed at the time of tender.
b) Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract.
c) Making a material change, addition or omission from the approved designs.
d) Issuing an instruction that will result in the approved contract value being exceeded.
e) Permitting advance payment for items not listed in the Advance Payment Schedule.
g) Delegation of Engineer's authority in terms of Clause 3.2.4 (GCC 2010).
h) Granting permission to work during non-working times in terms of Clause 5.8.1 (GCC 2010).
i) Suspend the progress of the works in terms of Clause 5.11.1 (GCC 2010).
j) The issuing of an instruction to accelerate progress in terms of Clauses 5.7.3 and 5.12.4 (GCC 2010).

**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 9 and 16, 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;

**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 shall be vested with the **Employer**.

**Clause 11.1:**
*Add the following:*
A Service Provider may not sub-contract any work which he has the skill and competency to perform, unless he has the Employer's prior approval in writing.

**Clause 12.1.2:**
*Add the following:*
Interim settlement of disputes is to be by **mediation**.

**Clause 12.2.1:**
*Add the following:*
In the event that the parties fail to agree on a mediator, the mediator is nominated by the President of the South African Institution of Civil Engineering.

**Clause 12.2.4:**
*Add the following:*
Final settlement is by **litigation**.

**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, 2003 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 supplier 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 Servicer Provider to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

**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 Provide**[redacted]

Postal Address: [redacted]

Physical Addre[redacted]

Telephone: [redacted]

Facsimile: [redacted]

The **authorised and designated representative** of the Service Provider is:

Name: [redacted]

The address for receipt of communication is:

Address: [redacted]

Telephone: [redacted]

Facsimile: [redacted]

**SIGNED ON BEHALF OF TENDERER:** [redacted]

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 99C/2016/17

PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

# C1.3 Occupational Health and Safety Agreement

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

[redacted]

(Service Provider/Mandatary/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMEN[redacted]

I, ..... [redacted]

..... in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that [redacted] 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 compens[redacted] .....

COID ACT Registration Number: [redacted] No.: .....

OR Compensation Insurer: .....

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 here[redacted]

Sign[redacted]

Witness [redacted]

## OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Service Provider shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Service Provider assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.

2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Service Provider performs on the site in terms of Construction Regulations, 2014.

3. The Service Provider shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.

4. The Service Provider shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.

5. Discipline in the interests of occupational health and safety shall be strictly enforced.

6. Personal protective equipment shall be issued by the Service Provider as required and shall be worn at all times where necessary.

7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.

8. No substandard equipment/machinery/articles or substances shall be used on the site.

9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Service Provider to the Department of Labour and the Employer.

10 The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Service Provider and/or his employees and/or his sub-contractor/s.

11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.

12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.

13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

14. The Service Provider shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

# Part C2: Pricing Data

# 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. **While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, the 2014/15 Housing Subsidy Quantum of the Western Cape Provincial Government and the Guideline Scope of Tariff of Fees from the National Department of Human Settlements Directorate, detailing a cost breakdown for Subsidised Housing Policy Framework and Programme Guidelines 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.**

3. 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. |

4. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. An item against which no price or a nil rate is entered will be considered to be covered by the other prices or rates in the Activity Schedule.

5. The rates, sums, percentage fees and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, printing, travelling and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. All rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.

6. 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.

7. The following table shall be used for proportioning the tendered basic fee for normal services, for each discipline, over the various stages of the services:

| **Beneficiary Administrator Stage of Services** | **Percentage points for each stage** |
|---|---|
| Beneficiary Identification | 10 |
| Submission to allocation committee | 10 |
| Submission of subsidy application forms | 10 |
| HSS Subsidy report | 20 |
| Submission of services forms | 20 |
| Handover of service sites / houses to beneficiaries | 10 |
| Reconciliation report | 20 |
| | 100 |
| | |

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

8. All rates, sums, percentage fees or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract. Should the subsidy values for professional services increase, such approved adjustments may be passed on to the service provider for work to be completed in consultation with the employer.

9. All disbursements shall be deemed to be included in the final rate submitted.

10. If the Service Provider considers it necessary to employ the services of the safety specialist in order to execute duties as the client's agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, should the Employer accept the tender (Clause 7.2.1.3, Part C3.1 Scope of Work), the cost thereof must be included in the fee tendered for this aspect of the project.

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 rate. (Item No. 2.2 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.4.10(c) 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.

# C2.2 Activity Schedule

While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, the 2014/15 Housing Subsidy Quantum of the Western Cape Provincial Government and the Guideline Scope of Tariff of Fees from the National Department of Human Settlements detailing a cost breakdown for the Subsidy Housing Units Policy Framework and Programme Guidelines, is a useful document that will give tenderers some idea of low-cost housing industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.

The Employer's objective of this tender is to obtain the required professional services to plan, design and implement the required infrastructure and related services for the provision of Integrated Human Settlement serviced, subsidised residential erven to the following 6* Projects:

| Project Name | Estimated Number of Subsidised Residential Erven |
|---|---|
| Wolverivier | 4500 |
| ACSA Symphony Way | 3000 |
| Blueberry Hill | 3500 |
| Pelican Park Phase 2 | 2330 |
| Vlakteplaas | 4300 |
| Drift Sands | 2400 |

**The Employer reserves the right to change/replace the above-mentioned projects if deemed necessary. The Tenderer will be notified thereof if and when applicable.*

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

Based upon the above, the Employer will be awarding the above projects amongst the highest ranking Tenderers. The ranking will be based upon Price and Preference of all responsive Tenderers.

It is brought to the attention of the tenderer that the rates inserted below will be fixed for the duration of the project. The final agreed fee would be based upon the number of subsidised residential erven realised on the project, for which the tenderer was appointed.

Taking cognisance of all of the above, Tenderers are required to complete the Activity Schedule below, based upon one (1) Subsidised Residential Erf.

**Subject to the City's Bid Adjudication Committee approval, the highest ranking tenderers will then be awarded a contract base on the number of erven multiplied by the tendered rate to provide the applicable professional services, to at least one (1) of the 6 projects (refer to C3.1 Scope of Works). A 10% contingency will be added by the Employer to the total sum. The City however reserves the right to appoint successful tenderers to any one of the six projects based on their successful submission.**

SARS

[redacted]

Tax Clearance Certificate Number:
[redacted]

# Tax Clearance Certificate - Good Standing

Enquiries
0800 00 SARS (7277)
Approved Date
2017-07-28
Expiry Date
2018-07-28

Company registration numb[redacted]

Income Tax [redacted]

(PTY) LTD

VAT [redacted]

(PTY) LTD

PAYE [redacted]

(PTY) LTD

Trading Name [redacted]

It is hereby confirmed that, on the basis of the information at the disposal of the South African Revenue Service (SARS), the above-mentioned taxpayer has complied with the requirements as set out in the Tax Administration Act.

This certificate is valid until the expiry date reflected above, subject to the taxpayer's continued tax compliance. To verify the validity of this certificate, contact SARS through any of the following channels:

- via eFiling
- by calling the SARS Contact Centre
- at your nearest SARS branch

This certificate is issued in respect of the taxpayer's tax compliance status only, and does not address any other aspect of the taxpayer's affairs.

*This certificate is issued free of charge by SARS*

SARS eFILING

FOR TAX PRACTITIONERS

Taxpayer List: City of Cape Town

Activation
New Verification Request
Status Verification History

## Result Summary

| | |
|---|---|
| Registered Name: | [redacted] |
| Reg/CC/Trust No: | [redacted] |
| INCOME_TAX: | [redacted] |
| VAT: | [redacted] |
| PAYE: | [redacted] |
| TCC Number: | [redacted] |
| Date/Time: | [redacted] |

The response represents the taxpayer's compliance status at the date and time of the response. It is important to note that the taxpayer's status is not static and will change as the compliance status changes.

[redacted]

Vendor Edit Goto Extras Environment System Help

## Display Vendor: Address

[redacted]

Preview

**Name**

Title [redacted]

Name

**Search Terms**

Search term 1/2 [redacted]

**Street Address**

Street 2 [redacted]

Street 3

Street/House number

Postal Code/City

Country

Time zone CAT

**PO Box Address**

PO Box [redacted]

Postal code

Company postal code

**Communication**

Language [redacted]

Telephone

Mobile Phone

Fax [redacted]

E-Mail

StandardComm.Mtd E-Mail

Data line

Comments

Prints window contents

Vendor Edit Goto Extras Environment System Help

## Display Vendor: Control

Tax categories

Vendor [redacted]

**Account control**

Customer

Authorization

Trading Partner

**Tax information**

Tax Number 1 [redacted]

Tax number type

Tax Number 2

Tax type

Natural Person

Tax Number 3

Sales/pur.tax

Company Reg No

Tax base 0

Tax Split

Soc. Ins. Code

Soc.insurance

Tax Jur.

VAT Reg. No.

Other...

Rep's Name

Type of Busines

Tax office

Type of Industr

Tax Number

Tax Number 5

**Reference data**

Cred.info no.

Last ext.review

Industry [redacted]

SCAC

Car.freight grp

Transport.zone

POD-relevant

External manuf.

**Person subject to withholding tax**

Date of birth

Place of birth

Sex

Profession

Prints window contents

**SCMB 87/06/17** **TENDER NO. 99C/2016/17: PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN**

The Committee felt that the allocation of work should be clarified in the award report after negotiations.

**RESOLVED** that:

(a) [redacted] ng and Development [redacted] Consultancy and [redacted] & Development [redacted] Engineers (Pty) Ltd t/a Bergstan South Africa be identified as the preferred bidders for Tender no. 99C/2016/17: Provision of beneficiary administration and social facilitation services for Integrated Human Settlement Developments within the City of Cape Town.

(b) authority be granted to the Programme Manager: District [redacted] with the intention to achieve better cost benefits, with the constraints envisaged in clause 264 of the CCT's SCM Policy.

(c) a further report be submitted to the SCMBAC following the negotiations envisaged above.

**ACTIO** [redacted]

---

[redacted] Chain Management Policy as approved by Council

TDA
CAPE TOWN
The City of Cape Town's Transport and Urban Development Authority

06-Jul-17

# HUMAN SETTLEMENTS IMPLEMENTATION

## TENDER 99C/2016/17 - PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN

### AVAILABLE FUNDING FOR BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION

| CATEGORY | UNITS | AMOUNT | TOTAL |
|---|---|---|---|
| Beneficiary Administration | 1 | R300.00 | R300.00 |
| Social Facilitation | 1 | R316.00 | R316.00 |
| **Sub-Total A** | **1** | **R616.00** | **R616.00** |
| Less 10% Contingency | 1 | R61.60 | R61.60 |
| **Funds available for above Services** | **1** | **R554.40** | **R554.40** |
| Offer received of highest ranked tenderer | 1 | R410.25 | R410.25 |

[redacted]

TDA
CAPE TOWN
The City of Cape Town's Transport and Urban Development Authority

## HUMAN SETTLEMENT IMPLEMENTATION

[redacted]

**TENDER 99C/2016/17 - PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN**

### Preferred Bidder Status Meeting No. 1 (21 Floor, Civic Centre, Cape Town)

**ATTENDANCE REGISTER**

| [redacted] | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |

NORMAL SERVICES

a) Beneficiary Administrator

Item [redacted]

R[redacted].....(fee per erf) = R[redacted].....

Tota[redacted]....

b) Social Facilitator

Item[redacted]

R[redacted].....(fee per erf) = [redacted].....

T[redacted].....

**(All rates exclusive of VAT)**

HUMAN SETTLEMENTS DIRECTORATE

CONTRACT NO. 99C/2016/17

**PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN**

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. **99C/2016/17: PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES TO PLAN, DESIGN AND MONITOR SUBSIDISED RESIDENTIAL DEVELOPMENTS ON VACANT LAND PARCELS WITHIN THE GREATER CAPE TOWN AREA** 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.

With specific reference to the proposed ACSA Symphony Way development, being one of the land parcels, the appointed tenderer will be required to submit a cost apportionment model differentiating between the proposed residential and proposed industrial develop[redacted]

**SIGNED ON BEHALF OF THE T**[redacted] .....

# Part C3: Scope of Work

# C3.1 Scope of Work

**CONTENTS**



## 1. INTRODUCTION

This invitation calls for the submission of a tender for the provision of professional consultants in the following disciplines: Beneficiary Administration and Social Facilitation The successful tenderer will form part of a team of project professionals headed up by a Project Manager and to whom the Tenderer will directly report to. The employer's objective is to compile a team of professional consultants to plan, design and monitor the construction of civil and electrical infrastructure for various serviced residential erven, situated on six (6*) vacant sites in the following areas:

c) Wolverivier – approximately 4500 residential erven
d) ACSA Symphony Way – approximately 3000 residential erven
e) Blueberry Hill - approximately 3500 residential erven
f) Vlakteplaas – approximately 4300 residential erven
g) Pelican Park Phase 2 – approximately 2330 residential erven
h) Driftsands – approximately 2400 residential erven

**The Employer reserves the right to change/replace the above-mentioned projects if deemed necessary. The Tenderer will be notified thereof if and when applicable.*

For the above projects, six individual tenders will be advertised for each of the key Professional Consultants. This tender is thus for the provision of Social Facilitation and Beneficiary Administration Consultants only.
The five other tenders will include the following Consultants: Civil, Geotechnical, Transport/Traffic and Electrical Engineering Consultants; a Project Management Professional; Town Planning and Urban Design Professionals; Social and Beneficiary Administration; Environmental and Heritage Professionals and a Land Surveying Professional.

The process for appointing of the Consultants for this tender will be as follows:

- All responsive tenders submitted for this tender will be evaluated and ranked based upon Price and Preference.

- **Subject to the City's Bid Adjudication Committee approval, the highest ranking tenderers will then be awarded a contract base on the number of erven multiplied by the tendered rate to provide the applicable professional services, to at least one (1) of the 6 projects mentioned above. A 10% contingency will be added by the Employer to the total sum. The City however reserves the right to appoint successful tenderers to any one of the six projects based on their successful submission.**

A professional Service provider is required to provide the professional services necessary to implement this project, which, in terms of the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders form suitably qualified and experienced consulting firms for Contract No **99C/2016/17: PROVISION OF BENEFICIARY ADMINISTRATION AND SOCIAL FACILITATION SERVICES FOR INTEGRATED HUMAN SETTLEMENT DEVELOPMENTS WITHIN THE CITY OF CAPE TOWN,** which will be evaluated using a financial offer and preferences based system as described in the tender data.

## 2. . . DESCRIPTION OF THE SERVICES REQUIRED

**The Service Provider is required to provide the following services:**

### 2.1 Beneficiary Administrator (Tenderer)

- Identify potential beneficiaries in terms of the City's allocation policy with relevant stakeholders under guidance of the City's Project Manager and external Project Manager.
- HSS Subsidy Registration and capture of beneficiaries
- Public engagement and advertising regarding beneficiary identifications
- Attending PSC and Public meetings
- Allocate beneficiaries to serviced sites / houses in conjunction with the project Manager,
- Attend handover of sites / houses for beneficiaries and complete handover documentation.
- Perform consumer education functions at the handover.
- Complete and submission of services request forms for every allocated beneficiary
- Report to the COCT Project Manager regarding all matters pertaining to beneficiary administration
- Reconciliations and final report

The City's legal department will appoint a Conveyancing Attorney and the Subsidy Administrator will need to liaise and provide information regarding beneficiaries to such attorneys relating their HSS details and approvals.
The Beneficiary Administrator will then be responsible:

- To complete deeds of sale for every beneficiary, in conjunction with the conveyancing attorney.
- To issue the title deeds on completion of the transfer by the conveyancing attorney.
- Provide progress reports at professional team meetings in conjunction with the convincing attorney regarding transfers.

### 2.1.1 The Social/Community Facilitator

**The Social/Community Facilitator will be responsible to the Beneficiary Administrator.**

**The Social/Community Facilitator shall be responsible for the following:**

- Will form part of the project steering committee and be the liaison person between project matters and the community.
- Will prepare meeting venues and assist the Ward Councillor on calling the public meetings.
- No public meeting will be organised by a Community Facilitator without an approval of the COCT Project Manager and the respective Steering Committee and Ward Councillor.
- Ensure effective public participation and transparency regarding beneficiary administration and job opportunities within the project.
- Will work in conjunction with the Subsidy Administrator in advertising and communicating names of successful applicants and inform unsuccessful beneficiaries.
- Assist the Beneficiary Administrator in tasks as described in Cl.2.1.

- The Community 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.

## 3. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

The Service Provider shall take cognisance of, and adhere to, all applicable national and international standards in the execution of his own work and when compiling specifications for construction works. International standards should only be used where no national standards exist, or where it is the norm to use or refer to international standards.

## 4. APPROVALS

The Service Provider shall be responsible for the subsidy approval process for potential beneficiaries in conjunction with the relevant Authority:

## 5. PROJECT BACKGROUND

The services required in terms of this brief extend mainly towards, Beneficiary Administration and Social/Community Facilitation on six (6) vacant land parcels.

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.

An overview of each of the proposed six (6) projects are listed below:

### 5.1 Wolwerivier – Proposed Residential Development

#### 5.1.1 Geographical location:

The site is located approximately 20-30km north of Cape Town CBD, approximately 6km east of Melkbostrand in the northern part of Cape Town, approximately 16km south of Atlantis and adjacent to Morning Star small holdings. It is situated west of the N7, south of the M19 and on the west of the R304. The site is bordered by Old Mamre Road to the east and by a railway line to the west

The site is largely vacant with some dwelling units on site (small informal farming community). It was historically used for agricultural purposes. 6ha of the northern part of the site is currently being developed as an IDA for the relocation of informal settlers from the Vissershok land disposal site.

Surrounding area: Predominantly undeveloped, agricultural land and small holdings. The surrounding uses include the following:

- North: Agricultural land (proposed Communicare development)
- West: Agricultural land.
- South: Morning Star small holding area (middle to high income range).
- East: Agricultural land.

Whilst the site is surrounded by largely undeveloped land it is in relative close proximity to other established residential areas and areas of employment.

#### 5.1.2 Property Description:

| Property | Title Deed | Extent (ha) | Ownership |
|---|---|---|---|
| [redacted] | [redacted] | 165 | City of Cape Town |
| [redacted] Total | | 165 ha | |

#### 5.1.3 Envisaged land use configuration:

Although being identified as a incremental housing project, every effort must be made to ensure an integrated (land use, biophysical, infrastructure) and sustainable (urban amenities, economic opportunities, transport) human settlement.

The development of Wolwerivier will require the provision of the necessary community facilities for approximately **4500 households**. The ultimate facilities required but not limited to include:

- 2 Primary Schools
- 2 High Schools
- 1 community park
- Sports Ground
- Primary Healthcare Facility

### 5.1.4 Sub-council:

The sites fall in the jurisdiction of the City of Cape Town within the Blaauwberg district Subcouncil 1, Cape Farm

## 5.2 ACSA Symphony Way Joint Venture – Proposed Development

### 5.2.1 Geographical location:

Within a Metropolitan context the proposed application area is located directly alongside the Cape Town International Airport (CTIA). The following properties are included in this development;

- [redacted]

Within [redacted] tion area abuts the CTIA on the western boundary. The remainder of the application area is [redacted] adjacent to the eastern boundary of the CTIA on the corner of Symphony Way and Stellenbosch Arterial.

### 5.2.2 Property Description:

| Property | Extent (ha) | Ownership* | Proposed use |
|---|---|---|---|
| [redacted] | ±24.9ha | Provincial Government Western Cape | Residential |
| | ±64.46ha | Provincial Government Western Cape | Residential |
| | | Provincial Government Western Cape | Industrial |
| | ±4.04ha | [redacted] | Residential |
| | ±15.1ha | City of Cape Town | Industrial |
| | ±16.2ha | City of Cape Town | Ecological Use |
| | ±25ha | City of Cape Town | Ecological Use |

***The proposed application area is currently subject to a subdivision and land acquisition process. Pending the outcome of this process the proposed land uses will be in line with the ownership.***

### 5.2.3 Envisaged land use configuration:

The proposed ACSA Symphony Way housing development forms part of a joint venture between the City of Cape Town (CCT) and Airports Company South Africa (ACSA). A signed Memorandum of

Agreement (MOA) between the aforementioned parties stipulates the proposed outcomes of this development;

i. To provide human settlement opportunities for three informal settlements these being: Malawi Camp, Freedom Farm and Delft Symphony Way TRA (Blikkiesdorp).

ii. To allow ACSA to cater for the increased traffic growth by means of aeronautical expansion, including the realignment of the existing runway and ultimately the development of a second paralleled runway as well as industrial development.

Provision must be made for a variety of land uses with the main emphasis on high density residential opportunities as well as Industrial development. It is estimated that approximately 3 000 residential opportunities could be created. In this regard, the residential layout needs to be flexible to accommodate a variety of typologies which may include:

- Site and service erven;
- Double storey row units;
- Double and single story semi-detached units;
- Double and single storey free standing units.

Pending a detail land use investigation other designated land uses could include community facilities, public open spaces, commercial, retail and service industry to provide for future employment opportunities. All land uses must comply with the minimum norms and standards of the Provincial Government Western Cape as well as the City of Cape Town Municipality.

In total, the residential portion of this development will be approximately 54.8ha and the industrial portion approximately 51.1ha.

### 5.2.4 Sub-council:

These sites fall in the jurisdiction of the City of Cape Town Municipality within Sub-council 5, Delft.

## 5.3 Blue Berry Hill – Residential Development

### 5.3.1 Geographical location:

Within a Metropolitan context the application site is located north of the N2 and east of the R300 within the Eersteriver area. The proposed development consists of the following property:

- Erf 1901, Blue Downs

Within a local context the site is located between Eersteriver and Blue Downs Way and directly north of Forrest Drive.

### 5.3.2 Property Description:

| Property | Title Deed | Extent (ha) | Ownership |
|---|---|---|---|
| [redacted] | [redacted]3C | ± 70 ha | City of Cape Town |

### 5.3.3 Envisaged land use configuration:

[redacted], Blue Downs previously formed part of a joint venture between the Provincial Government of the Western Cape and ABSA/Standard Bank with the vision to develop the property for housing purposes. In order to authorise this housing development an environmental impact assessment application was submitted at the Department of Environmental Affairs and Development Planning (DEA&DP) in 2008. Pending this application, a land use application was lodged at the City of Cape Town in 2010, the aforesaid application was subsequently withdrawn.

A Record of Decision (ROD) was issued by DEA&DP on 27 March 2012, which authorised the development for 2 547 residential erven consisting of 1 516 FLISP (Financially Linked Individual Subsidy Program) erven, 1 481 market related erven and 370 full subsidy opportunities. The land use application was thereafter withdrawn since the private banks indicated that the development would not be financially viable due to the high bulk infrastructure costs.

Subsequently, the property was transferred to the City of Cape Town in [redacted] with the intent for human settlement development.

The new land use proposal should address the housing mix composition in order to allow for a variety of housing opportunities, the following land use composition is proposed:

- FLISP: Between 20% to 30%
- BNG: Between 40% to 50%
- Incremental Housing: Between 15% to 20%;

Although being identified as a subsidized housing project, every effort must be made to ensure an integrated and sustainable human settlement development. Provision must be made for a variety of land uses with the main emphasis on high density residential opportunities. It is estimated that approximately 3 500 residential opportunities could be created. In this regard, the layout needs to be flexible to accommodate a variety of typologies which may include:

- Site and service erven;
- Double storey row units;
- Double and single story semi-detached units;
- Double and single storey free standing units.

Other designated land uses could include community facilities, public open spaces, commercial, retail and service industry to provide for future employment opportunities. All land uses must comply with the minimum norms and standards of the Provincial Government Western Cape as well as the City of Cape Town Municipality.

### 5.3.4 Sub-council:

The application area falls within the jurisdiction of the City of Cape Town Municipality located within the Eersteriver district Sub-council 21, Blue Downs.

## 5.4 Vlakte Plaas - Residential Development

### 5.4.1 Geographical location:

The Vlakteplaas Housing project is located within the Helderberg area, south of the T2 (known as the existing N2 national road), between the Strand and Gordon's Bay. The proposed development will include the following properties:

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

Within a local context the sites are situated in the Broadlands area which is characterised by land uses ranging from industrial developments, residential areas, informal residential areas and agricultural activities. The majority of the sites are located between the T2 (known as the N2 national road) and the proposed new realigned N2 road reserve. Only Erf 5540, Strand is located south of the said road reserve, adjacent to the cemetery.

### 5.4.2 Property Description:

| [redacted] | Extent (m²) | Ownership |
|---|---|---|
| [redacted] | 158 790,70 | City of Cape Town |
| [redacted] | 110 150,27 | City of Cape Town |
| [redacted] | 457 749,61 | City of Cape Town |
| [redacted] | 509 127,06 | City of Cape Town |
| [redacted] | 90 578,35 | City of Cape Town |

| | | | |
|---|---|---|---|
| Total | | 1326 395,99 (±133ha) | |

### 5.4.3 Envisaged land use configuration:

Although being identified as a subsidised housing project, every effort must be made to ensure an integrated (land use, biophysical, infrastructure) and sustainable (urban amenities, economic opportunities, transport) human settlement. Provision must be made for a variety of land uses with the main emphasis on high density residential opportunities. It is estimated that approximately 4300 residential opportunities could be created. In this regard, the layout needs to be flexible to accommodate a variety of typologies which may include:

- Site and service erven;
- Double storey row units;
- Double and single story semi-detached units;
- Double and single storey free standing units.

Other designated land uses could include community facilities, public open spaces, commercial / retail/service industry to provide for future employment opportunities. The provision of GAP units should also be considered if needed. All land uses must comply with the minimum standards of the Provincial Government as well as the City of Cape Town.

### 5.4.4 Sub-council:

The sites fall in the jurisdiction of the City of Cape Town within the Heldberg district Subcouncil 8, Strand

## 5.5 Driftsands – Residential Development

### 5.5.1 Geographical location:

The proposed development sites are located within the Blue Downs area. Within a regional context, the application sites are located north of the N2 and east of the R300. The proposed development consists of the following properties:

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

Within a local context the sites are situated in the Driftsands Nature Reserve which is characterized by land uses ranging from educational center, residential areas, informal residential areas and the nature reserve. The majority of the sites abut the nature reserve perimeters.

### 5.5.2 Property Description:

| Property | Extent (m²)) | Ownership |
|---|---|---|
| [redacted] | 394,909.06m² | Provincial Government Western Cape |
| [redacted] | 142,914.34m² | Provincial Government Western Cape |
| [redacted] | 71,973.66m² | Provincial Government Western Cape |
| [redacted] | 8,917.52m² | Provincial Government Western Cape |
| [redacted] | 13,752.24m² | Provincial Government Western Cape |
| [redacted] | TBC | TBC |
| [redacted] | 216,398.70m² | Medical Research Council |
| [redacted] | TBC | TBC |

5.5.3 **Envisaged land use configuration:**

Although being identified as a subsidised housing project, every effort must be made to ensure an integrated (land use, biophysical, infrastructure) and sustainable (urban amenities, economic opportunities, transport) human settlement. Provision must be made for a variety of land uses with the main emphasis on high density residential opportunities. It is estimated that approximately 2400 residential opportunities could be created. In this regard, the layout needs to be flexible to accommodate a variety of typologies which may include:

- Site and service erven;
- Double storey row units;
- Double and single story semi-detached units;
- Double and single storey free standing units.

Other designated land uses could include community facilities, public open spaces, commercial, retail/service industry to provide for future employment opportunities. The provision of FLISP/GAP units should also be considered if needed. All land uses must comply with the minimum standards of the Provincial Government as well as the City of Cape Town.

5.5.4 **Sub-council:**

The application area falls within the jurisdiction of the City of Cape Town Municipality located within the Sub-council 21 district, Blue Downs.

5.6 **Pelican Park Phase 2 Housing Development**

5.6.2 **Geographical location:**

The Pelican Park Phase 2 site is area is south of Pelican Park and west of Peacock Close. The southern boundary abuts land to be alienated to False Bay Ecology Park.

The pr[redacted] development will include the following properties:

- [redacted]
- [redacted]

The overall property in which Phase 2 resides, comprises approximately 380 hectares of land between Pelican Park and land to be alienated to the False Bay Ecology Park, and between Zeekoevlei and Cape Flats Waste Water Treatment Works in the west and Strandfontein Road to the east

5.6.3 **Property Description :**

| Property | Title Deed | Extent (m²) | Ownership |
|---|---|---|---|
| [redacted] | [redacted] | TBC | City of Cape Town |
| | | 119 738.83 m² | City of Cape Town |
| | | TBC | |

5.6.4 **Envisaged land use configuration**

Although being identified as a subsidised housing project, every effort must be made to ensure an integrated (land use, biophysical, infrastructure) and sustainable (urban amenities, economic opportunities, transport) human settlement. Provision must be made for a variety of land uses with the main emphasis on high density residential opportunities. It is estimated that approximately 2330 residential opportunities could be created. In this regard, the layout needs to be flexible to accommodate a variety of typologies which may include:

- Site and service erven;
- Double storey row units;
- Double and single story semi-detached units;
- Double and single storey free standing units.

Other designated land uses could include community facilities, public open spaces, commercial / retail/service industry to provide for future employment opportunities. The provision of GAP units should also be considered if needed. All land uses must comply with the minimum standards of the Provincial Government as well as the City of Cape Town.

5.6.5 **Sub-Council:**

The sites fall in the jurisdiction of the City of Cape Town within the Southern district in Sub-Council 19, Fishoek.

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 certain of the proposed housing developments will be constructed on existing parcels of vacant land within an existing township. Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to the nearby residence and general public.

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

## 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.

## 12. FORMAT OF COMMUNICATION

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).

All plans and contract documents submitted for approval shall be in hardcopy format.

## 13. KEY PERSONNEL

The Service Provider shall maintain the involvement of the following key personnel as the exigencies of this contract require:

a) A Beneficiary Administrator with at least a relevant Bachelor's Degree and a minimum of 5 years' experience in subsidy housing developments.

b) A Community/Social Facilitator with at least a Bachelor's Degree and 5 years' experience in subsidy housing developments dealing with communities in low cost developments.

Where required, the professional registration numbers of the key personnel must be indicated on **Schedule 9, Part T2.2: Returnable Schedules**. The *curriculum vitae* of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to **Schedule 9, Part T2.2: Returnable Schedules**. Key personnel will be expected to operate out of the local office, as the exigencies of this project require

All the professionals must currently be registered with their respective professional bodies, e.g. Engineering Council of South Africa. The registration numbers of these individuals must be indicated on Schedule 9, Part T2.2: Returnable Schedules. The Curriculum Vitae and proof of registration of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to Schedule 9. Key personnel will be expected to operate out of the local office, as the exigencies of this project require.

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 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.

### 14.5 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.

## 15. CLAIMS FOR PAYMENT

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses, but not more frequently than at monthly intervals. All interim claims must be accompanied by an original tax invoice. Payment will be effected within 30 days of the date on the tax invoice.

## 16. EMPLOYER'S RIGHT TO RECOVER COSTS

The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance/negligence of the Service Provider.

## C3.2 Annexes

Annex 1: B-BBEE Sub-Contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

## ANNEX 1

# CITY OF CAPE TOWN

**CONTRACT NO. AND NAME:** _____

**CONTRACTOR (SERVICE PROVIDER):** _____

## B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT NO. .....

| Value of the contract (as defined in Schedule 19: 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 |
|---|---|---|---|---|
| | | R | R | R |
| | | R | R | R |
| | | R | R | R |
| | | | | |
| | | | | |
| | | | Total: | R |
| | | | Expressed as a percentage of P* | % |

[1]Documentory evidence to be provided

**Signatures**

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

**Verified by Employer's Representative:** _____ **Date:** _____

## ANNEX 2

# CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

## JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO. .....

| Value of the contract (as defined in Schedule 19: Preferencing Schedule) (P*) | R | B-BBEE Status Level of Joint Venture | |
|---|---|---|---|

| Name of Joint Venture partner (list all) | B-BBEE Status Level of each JV partner as at contract award | Percentage contribution of JV partner per JV Agreement[1] A | Total value of JV partner's contribution (excl. VAT)[1] B = A% x P* | Value of JV partner's contribution to date (excl. VAT)[1] C | Value of JV partner's contribution as a percentage of the work executed to date D = C/P*x100 |
|---|---|---|---|---|---|
| | | % | R | R | % |
| | | % | R | R | % |
| | | % | R | R | % |
| | | | | | |
| | | | | | |

[1]Documentary evidence to be provided

**Signatures**

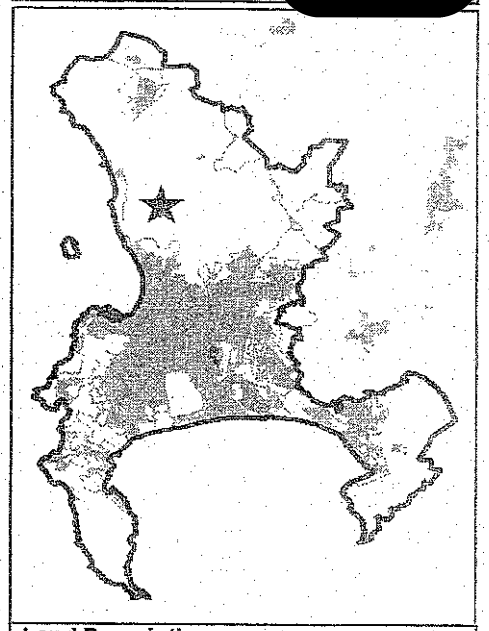
**Declared by Contractor (Service Provider) to be true and correct:** _____ **Date:** _____

**Verified by Employer's Representative:** _____ **Date:** _____

# Part C4: Site Information

Pages


## Wolwerivier, [redacted]



**Land Description:**

**Legend**

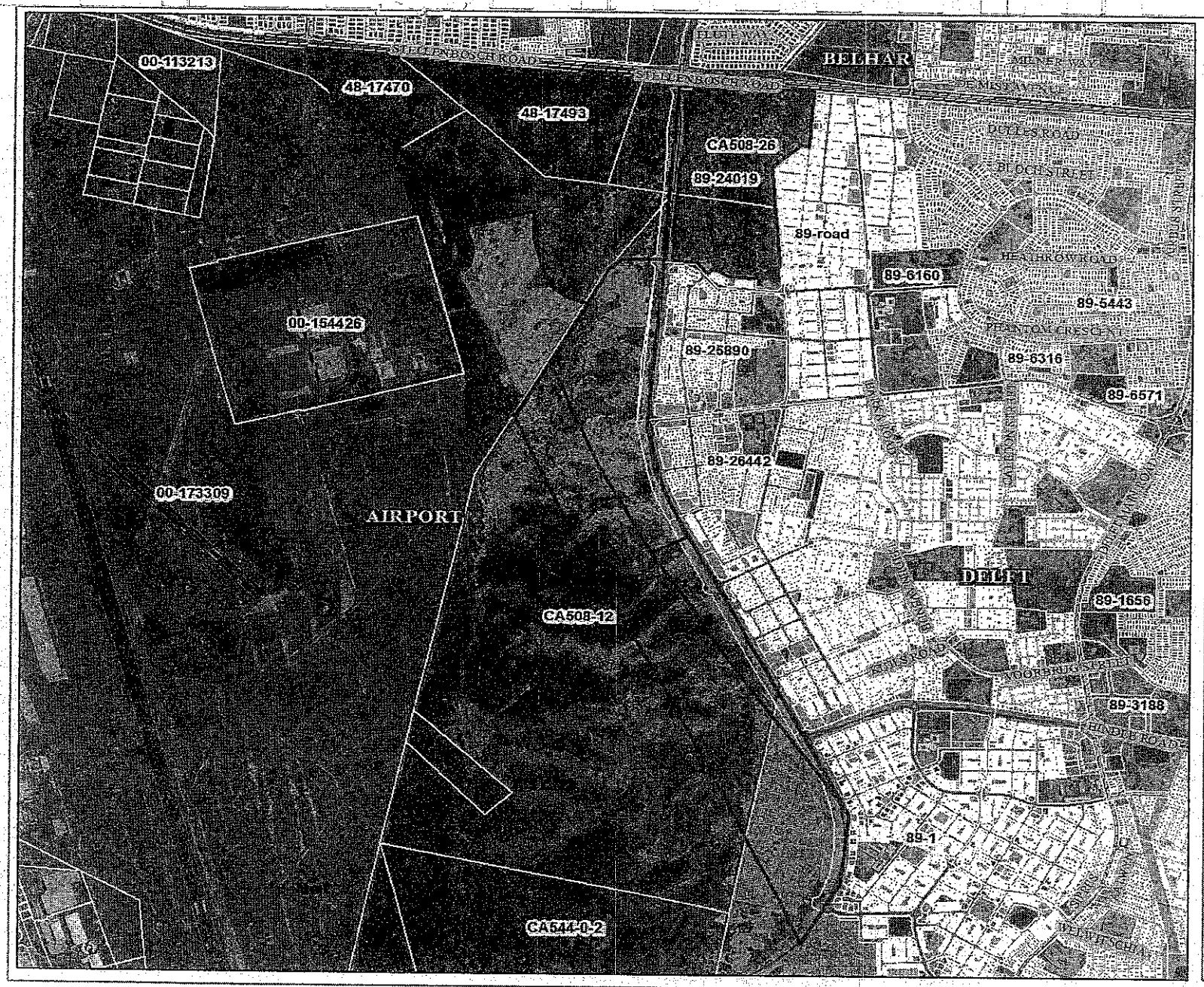
- Streets
- Railway
- Wolwerivier

Council does not accept responsibility for any errors or omissions on the map. All cadastral data should be verified at the office of the Surveyor-General (021) 467 4800

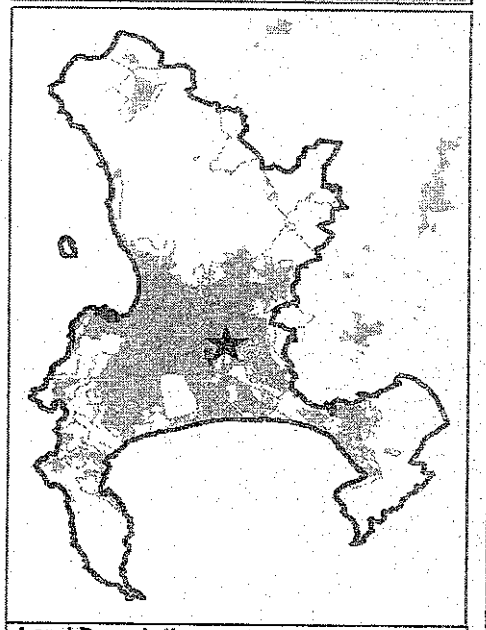
CITY OF CAPE TOWN
IS-DHLO SOMASITA
STAD KAAPSTAD

HUMAN SETTLEMENTS
G I S

1:22,500




## Symphony Way



**Land Description:**

**Legend**

- Streets
- Railway
- Symphony

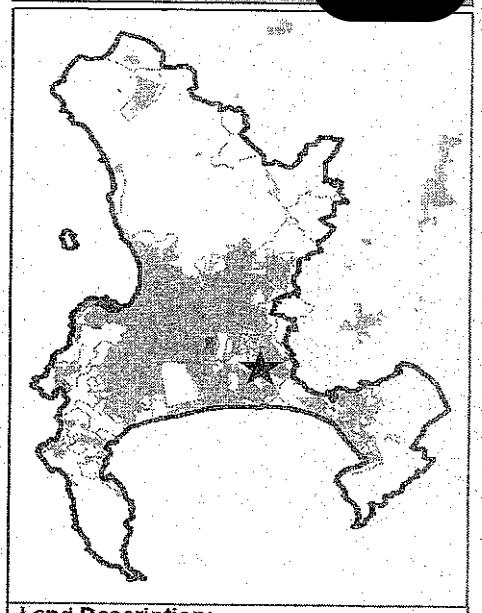
Council does not accept responsibility for any errors or omissions on the map. All cadastral data should be verified at the office of the Surveyor-General (021) 467 4800

CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD

HUMAN SETTLEMENTS GIS

1:20,000


## Blueberry Hill, [redacted]



**Land Description:**

**Legend**

- Streets
- Railway
- Site

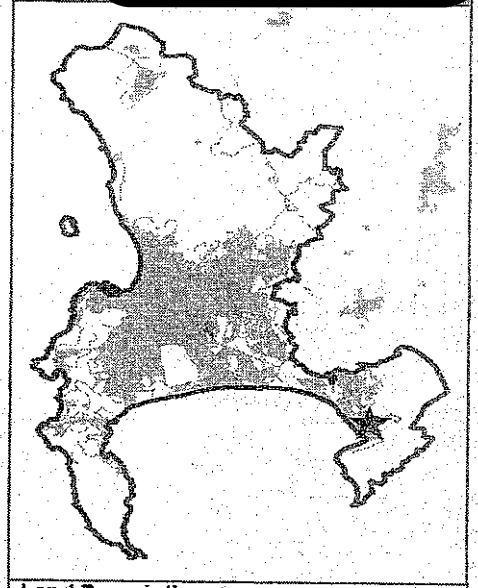
Council does not accept responsibility for any errors or omissions on the map. All cadastral data should be verified at the office of the Surveyor-General (021) 467 4800

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

HUMAN SETTLEMENTS
G I S

1:5,500


Vlak[redacted]



**Land Description:**

**Legend**

Streets

Railway

Vlakteplaas

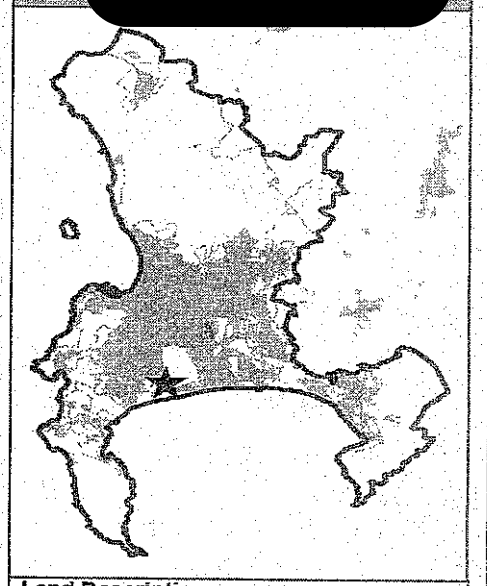
Council does not accept responsibility for any errors or omissions on the map. All cadastral data should be verified at the office of the Surveyor-General (021) 467 4800

CITY OF CAPE TOWN

HUMAN SETTLEMENTS GIS

1:11,941


[redacted]



**Land Description:**

**Legend**

Streets

Railway

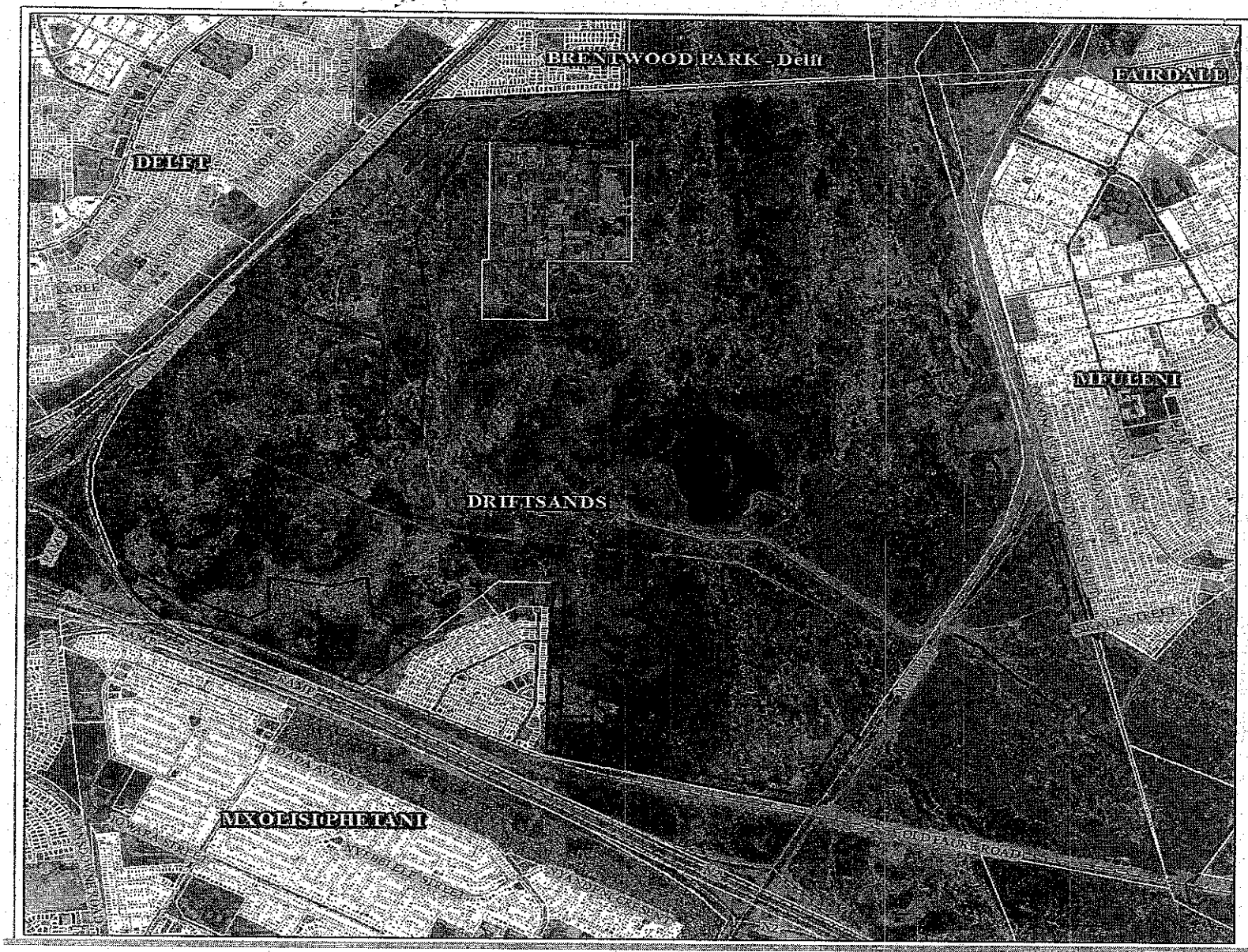
Pelikan_Park_Phase_2

Council does not accept responsibility for any errors or omissions on the map. All cadastral data should be verified at the office of the Surveyor-General (021) 467 4800

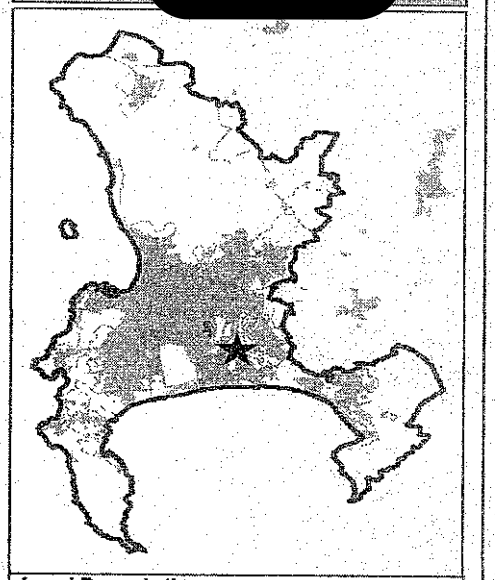
CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAPSTAD

HUMAN SETTLEMENTS
G I S

1:8,000




[redacted]



**Land Description:**

**Legend**

- Streets
- Railway
- Driftsands
- Erf Boundaries

Council does not accept responsibility for any errors or omissions on the map. All cadastral data should be verified at the office of the Surveyor-General (021) 467 4800

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAPSTAD

HUMAN SETTLEMENTS
G I S

1:16 500

[redacted]

# PROPOSED WORK PLAN

[redacted]

# TRACK RECORD

## [redacted]TRATEGY PLANNING AND DEVELOPMENT CONSULTANCY

**SCHEDULE 12 : TRACK RECORD**

| TYPE OF RELEVANT WORK PREVIOUSLY PERFORMED and PROJECT SCOPE | VALUE OF CONTRACT | EMPLOYER (include contact details) | DATE COMPLETED (if applicable) |
|---|---|---|---|
| [redacted]ost Housing Project<br><br>The aim of the project was to facilitate the communication and relocation of beneficiaries from emergency prone areas [redacted]se who live along the railway line in [redacted]ANRAL land in Strand etc. to serviced [redacted]dale, Phase 1 – Phase 5<br><br>The project scope included:<br><br>• Identification of the legitimate, relevant stakeholders<br>• The introduction of the project to the relevant stakeholders and ongoing consultation and engagement through the development of the project.<br>• Identifying destitute beneficiaries in targeted community legible for relocation to Bardale in consultation with Informal Settlements Officer responsible for each of the target communities.<br>• Completion of a survey questionnaire and conducting a beneficiary survey for each phase | R715 000.00 excl vat | Area : [redacted]<br>Compan[redacted]<br>Project Manage[redacted]<br>Contact Details : [redacted]<br><br>City of Cape Town : New Housing<br>Project Manage[redacted]<br>Contact Details : [redacted] | [redacted] |

| TYPE OF RELEVANT WORK PREVIOUSLY PERFORMED and PROJECT SCOPE | VALUE OF CONTRACT | EMPLOYER (include contact details) | DATE COMPLETED (if applicable) |
|---|---|---|---|
| of the project<br>• Tracing of beneficiaries in the Housing Waiting List Database for completion of subsidy application forms<br>• Conflict Resolution and resolution of ownerships claims<br>• Facilitate the approval of the beneficiary list by CoCT<br>• The establishment of Project Steering Committee<br>• Chairing of community and PSC meetings<br>• Successful relocation of beneficiaries to serviced site<br><br>Through this process we have managed to facilitate the relocation of 4470 beneficiaries from various settlements around the city to Bardale. | | | |

| TYPE OF RELEVANT WORK PREVIOUSLY PERFORMED and PROJECT SCOPE | VALUE OF CONTRACT | EMPLOYER (include contact details) | DATE COMPLETED (if applicable) |
|---|---|---|---|
| The Upgrading Of Informal Settlement Program : Monwood Informal Settlement In Brown's Farm- Phillipi - 2680 beneficiaries, Community Facilitation<br><br>The project scope included<br><br>• Introducing the project to the various stakeholders within the community that are directly and indirectly affected by the project to solicit their buy in and cooperation.<br>• Establishment of Project Steering Committee<br>• Organisation and chairing of project steering committee meeting in consultation with Project Manager,<br>• Verification of the beneficiary list for [redacted] Informal Settlement and compilation of beneficiary list for Siyanyanzela informal settlement.<br>• Facilitate the approval of beneficiary list by community and CCT<br>• Ongoing community meetings to give feedback about development in the project.<br>• Dispute resolution<br>• Resolution of disputes or conflicts relating to the project activities<br>• Subsidy administration, this stage has not been | R 900 000.00 excl vat | Area: [redacted]<br><br>Project Manager : [redacted]<br><br>ARG Design<br>[redacted]<br><br>**City of Cape Town**<br>[redacted]<br><br>Head of Engineering – Informal Settlements<br>[redacted] | [redacted] – To Date |

| TYPE OF RELEVANT WORK PREVIOUSLY PERFORMED and PROJECT SCOPE | VALUE OF CONTRACT | EMPLOYER (include contact details) | DATE COMPLETED (if applicable) |
|---|---|---|---|
| done yet.<br>• Relocation of beneficiaries to serviced sites. This stage has not been done yet. | | | |
| COMMUNITY FACILITATION : ESTABLISHEMENT OF AN INCREMENTAL DEVELOPMENT AREA ON ERF ST 1154- [redacted] 77 Units<br><br>The facilitation work includes:<br><br>• Identify legitimate community structures, leadership and relevant stakeholders<br>Introduction of project and preparation for setting up Project Steering Committee (PSC)<br>• Setting up a community project steering committee or verify the legitimacy of an existing one.<br>• Orientation of the PSC about their roles and responsibility<br>• Chairing PSC meetings and community feedback meeting<br>• Verify the existing beneficiary list and identify beneficiaries for relocation in the two affected informal settlements.<br>• Completion and resolution of objections (beneficiary list)<br>• Approval of beneficiary list by the City of Cape | R53 100.00 excl vat | [redacted]<br><br>**City of Cape Town**<br>[redacted]<br>Engineering Services – Informal Settlements<br>[redacted] | [redacted] |

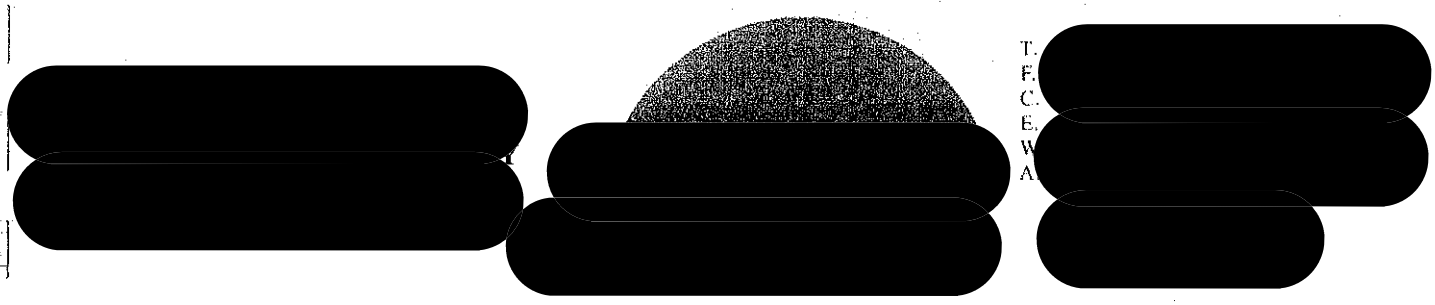
| TYPE OF RELEVANT WORK PREVIOUSLY PERFORMED and PROJECT SCOPE | VALUE OF CONTRACT | EMPLOYER (include contact details) | DATE COMPLETED (if applicable) |
|---|---|---|---|
| Town<br>• Facilitate communication w.r.t relocation process (do's and don'ts) | | | |
| ESTABLISHMENT OF AN INCREMENTAL DEVELOPMENTAL AREA ON ERF 101-5 WOLWERIVIER<br><br>The facilitation work includes:<br><br>• Identify legitimate community structures, affected informal settlements; leadership and relevant stakeholders: Introduction of project and preparation for setting up Project Steering Committee<br>• Setting up a community project Steering committee (PSC)<br>• Orientation of the PSC about their Roles and Responsibility<br>• Chairing Project Steering Committee meeting and community feedback meeting<br>• Compilation of a beneficiary list from the target informal settlements<br>• Completion and resolution of objections (beneficiary lists)<br>• Facilitate communication w.r.t. relocation process (do's and don'ts)<br>• Relocation of beneficiaries to units | R80 000.00 excl vat. | Are[redacted]<br><br>Project Manager : [redacted]<br><br>SMEC<br>[redacted] | [redacted] |
| [redacted]tegrated Housing Project – 2407 houses | R 885 920.22 | Area : [redacted] | [redacted]todate |

| TYPE OF RELEVANT WORK PREVIOUSLY PERFORMED and PROJECT SCOPE | VALUE OF CONTRACT | EMPLOYER (include contact details) | DATE COMPLETED (if applicable) |
|---|---|---|---|
| The project scope included :<br>• Introducing the project to the various stakeholders within the community that are directly and indirectly affected by the project to solicit their buy in and cooperation.<br>• Establishment of Project Steering Committee<br>• Organisation and chairing of project steering committee meeting in consultation with Project Manager,<br>• Ongoing community meetings to give feedback about development in the project.<br>• Ongoing assistance to the Technical Team and Marketing Agent in implementing their activities in the community by communication their activities and what they expect from the community. The beneficiaries were sourced from the Housing Waiting List.<br>• Resolution of disputes or conflicts relating to the project activities | | Project Manager : [redacted]<br>ALCOM<br>[redacted]<br>**City of Cape Town**<br>[redacted]<br>Regional Head : Northern Region<br>[redacted] | |
| Resolution of Land Ownership Rights – Site C<br>[redacted]<br>The main aim of the project was to resolve the issues | R 1.5million | Area: Site C<br>[redacted] | [redacted] |

| TYPE OF RELEVANT WORK PREVIOUSLY PERFORMED and PROJECT SCOPE | VALUE OF CONTRACT | EMPLOYER (include contact details) | DATE COMPLETED (if applicable) |
|---|---|---|---|
| of double occupation of sites (by two families) and to give tenure to rightful owners. The project entailed conducting a socio – economic survey aimed at identified the legitimate owners and their status in terms of subsidy qualification. - +- 6700 units<br><br>This was an in-situ Development which required:<br><br>• Efficient stakeholder participation and meaningful involvement of the community.<br>• Verification of legitimate beneficiaries by conducting survey<br>• Development of survey tool<br>• Counting the number of shacks<br>• Tracing those who have left other people to look after their shacks,<br>• Establishment of Dispute Resolution Committee<br>• Dispute resolution by involving community leadership on claims of ownership,<br>• Establishment of project steering committee,<br>• Chairing community meeting and PSC meeting,<br>• Facilitation of the subsidy application process<br>• Facilitate the approval of the beneficiary list by CoCT<br>• Dispute Resolution | | [redacted]<br><br>**City of Cape Town**<br><br>[redacted] | |

| TYPE OF RELEVANT WORK PREVIOUSLY PERFORMED and PROJECT SCOPE | VALUE OF CONTRACT | EMPLOYER (include contact details) | DATE COMPLETED (if applicable) |
|---|---|---|---|
| • Ongoing a public participation process through convening general community meetings and allocation and handover of houses. | | | |
| [redacted] Phase 2 Housing Project – 2399 Units<br><br>• Efficient stakeholder participation and meaningful involvement of the community.<br>• Establishment of Dispute Resolution Committee<br>• Dispute resolution by involving community leadership on claims of ownership,<br>• Chairing community meeting and PSC meeting,<br>• Facilitation of the subsidy application process<br>• Facilitate the approval of the beneficiary list by CoCT<br>• Dispute Resolution<br>• Ongoing a public participation process through convening general community meetings and allocation and handover of houses. | Part of Site C Resolution of Land Ownership Rights Project | Part of Site C Resolution of Land Ownership Rights Project | Part of [redacted] Resolution [redacted] Land Ownership Rights Project |
| [redacted] Phase 5 – 435 houses<br><br>The project scope included :<br><br>• Introducing the project to the various stakeholders within the community that are directly and indirectly affected by the project to solicit their buy in and cooperation. | R 98 000.00 | Area : Phillipi<br>[redacted]<br>New Settlement, Human Settlements Development and Delivery | |

| TYPE OF RELEVANT WORK PREVIOUSLY PERFORMED and PROJECT SCOPE | VALUE OF CONTRACT | EMPLOYER (include contact details) | DATE COMPLETED (if applicable) |
|---|---|---|---|
| • Establishment of Project Steering Committee<br>• Organisation and chairing of project steering committee meeting in consultation with Project Manager,<br>• Ongoing community meetings to give feedback about development in the project.<br>• Ongoing assistance to the Technical Team and Marketing Agent in implementing their activities in the community by communication their activities and what they expect from the community. The beneficiaries were sourced from the Housing Waiting List.<br>• Resolution of disputes or conflicts relating to the project activities | | [redacted] | |
| [redacted]) Housing Project – 1200 sites<br>The project Scope Included :<br>• Facilitation of community participation process<br>• Identification of beneficiaries<br>• Relocation of beneficiaries to sites<br>• Conflict resolution. | R 46 000 | **City of Cape Town**<br>Project Manager: [redacted]<br>Head of Engineering – Informal Settlements<br>[redacted] | [redacted] |



T.
F.
C.
E.
W
A

## ABRIDGED CAPABILITY STATEMENT

### 1. COMPANY PROFILE

is a Facilitation, Communication planning and management, Research specialized consulting company established in the year owned company registered as a close corporation, in Cape Town.

consultants have been trained and have gained experience in Social Marketing-**Marketing an Idea,** all experience and knowledge necessary for communicating new ideas and concepts that are intended to change people's attitudes and behaviours.

We also have the ability and experience of introducing new concepts (to illiterate and semiliterate communities) that have some responsibility tied into the information disseminated. We have been able, in past projects, to translate policy to the level of understanding of the target community especially using the language of the target community.

We have good track record of projects that yield good results, through effectively involving the target community in the proceedings and facilitating a good sound understanding of issues under discussion.

### 2. VISION

vision is to provide a nationally recognised professional service rooted in the efficient management of emerging challenges in South Africa, thus enhancing growth and sustainability.

### 3. MISSION

The company seeks to facilitate transformation and integrated development in projects rolled out in communities, through innovative and scientific-based methods, for public and private stakeholders that are committed to socio-economic development

### 4. COMPANY VALUES

As a company we are committed to:

- Ethical Business Practices
- Customer confidentiality
- High Quality service and
- Maximising customers' potential and rewards through effective strategic management planning, implementation and evaluation.

### 5. WHAT WE DO:

- Facilitation, Public Participation; Communication Planning and Management
- Research Planning and Management
- Training and Capacity Building
- Creative design and Production

### 5.1. Facilitation, Public Participation; Communication Planning and Management

At [redacted] we believe that a successful project is directly related to effective communication within that project. We offer a complete 360° projects facilitation and communication service and specialise in ensuring that this aspect is adhered to and done in a professional manner.

In the recent past we find ourselves working more and more with consulting engineers on infrastructure development projects, our role being that of:

- facilitating stakeholder engagement,
- soliciting buy-in and co-operation for the project in the target community.

This is achieved through clear transparent communication and translating policies to the level of understanding of men in the street.

[redacted] prides itself in taking away that responsibility from the project's technical team and managing all aspects relating to public participation, meaningful involvement and communication ensuring a successful and sustainable outcome.

The company has been involved in facilitating various Communication, Education and Capacity Building project for the various local councils such as Property Valuation Project for the City of Cape Town where it was tasked with communicating and educating the PDI communities who never had their properties valued, about the valuation process and how property rates are determined, thus soliciting buy-in and the subsequent payment of rates.

### 5.2. Research Planning and Management

Research, led by [redacted] who has conducted a number of research projects in partnership with UCT's School of Public Health and alone, as [redacted] Consultancy. She has a certificate from the HSRC in conducting Qualitative Research (Focus Group interviews and transcription)

The company has conducted various research project both Quantitative and Qualitative in nature, amongst others:

- Soul City – Qualitative formative studies,
- Environmental Scoping Studies and Impact Assessment in partnership with SRK Environmental Consultants and CCA Environmental.
- Socio -Economic Surveys- beneficiaries of Housing Projects,
- Program Evaluation - Impact of FAS prevention program in Western Cape.

### 5.3. Training and Capacity Building

Umtha Consultancy prides itself by having training facilitators, Assessors and Moderators that are accredited by the Services SETA. Our policy in implementing project in communities, is to recruit fieldworkers from the target community, train them effectively and give the opportunity to implement the project in their community. With that kind of intervention we ensure that there is skills transfer, job creation and Capacity Building.

### 5.4. Creative Design and Production

[redacted]

We specialize in illustrative design communication and production services that are simple and easy to understand especially for the medium to lower end consumers, who might be illiterate or semi illiterate, in a way that is effective and convenient for our clients.
We offer simple easy to understand creative solutions for service orientated organizations/companies who need to communication and work with these medium to low end consumers.

Being a black owned company, we are well positioned as we have a very good understanding of these markets, (predominantly black), and how to effectively communicate to them using messages and visuals that they can easily identify with, having worked and grown up in these communities.

We plan to offer convenient and cost effective solutions that are within their budget, that save them time and money whilst still offering a quality up to standard service and product. This means we handle their creative solutions for them allowing them to focus on their core business.

**Products and Services:**

**Graphic Design:**

- Corporate ID
- Illustration
- Posters
- Banners
- Promotional material (Print, clothing stationary)
- Flyers
- Layout
- Translation of all the services into the 3 main languages in the WC (English, Xhosa and Afrikaans)

**Production:**

This involves the production of all the designed material through sourcing, create samples and produce the final product for the client.

## 6. MEET THE TEAM

[redacted] – **MANAGING DIRECTOR:** holds Honours in Business Management and Administration from The University of Stellenbosch Business School. She obtained postgraduate certificates in Management Practice and Organisational Development from Rhodes University and the Graduate Facility of the New School of Social Research (New York) respectively. She is a qualified registered nurse and midwife, trained at Baragwanath and Frere Hospitals respectively. She has worked with women's groups as a Community Liaison and Facilitation Officer for the Population Development Programme in the Eastern Cape. She has recently received a Certificate in Project Administration for the UCT in partnership with Get Smarter.

[redacted] has worked as a researcher at UCT's School of Public Health and Family Medicine co-ordinating Research Studies amongst others, The Prevention of Foetal Alcohol Syndrome; Pesticides Poisoning (organophoshate)

Her work and consulting experience also includes Communication Planning and Management; Housing Development Facilitation and Community Consultation; Community Based Project design and

[redacted]

implementation. She has been trained by Private Agencies Collaborating Together (PACT), Johannesburg in Participatory Monitoring and Evaluation (PM & E) process.

She is an accredited member of the South African Translators Institute (SATI). She has been actively involved in facilitating communication and understanding of the City's General Valuation Process and City's New Rates and Tariffs Policy especially amongst the communities whose properties have never been valued and have never paid rates.

[redacted] – **PROJECT MANAGER:** [redacted] holds a B. Com Degree from the University of Fort Hare, Higher Diploma in Education from UWC and Honours Degree in Business Management and Administration from the University of Stellenbosch (Business School). She started working as a teacher for the Department of Education and quickly went through the ranks to be a manager for 14 years. She has extensive experience and knowledge in Educational Management and Leadership Development. She has also been involved in strategy development, people management, stakeholder management, financial management, research and development, training and capacity building.

She has worked as an HR consultant in Eskom focusing on HR Planning and Development and also worked as a freelance training consultant for other consulting companies; [redacted] Human Capital as a Business Mentor and Impact Consulting which specializes in socio-economic development projects.
In [redacted] she joined [redacted] as a consultant and now a Projects Manager. She has been involved mainly in community and stakeholder engagement, training, social facilitation and research projects. She is an accredited trainer, assessor and moderator registered with the Services SETA.

[redacted] **PROJECT MANAGER:** [redacted] holds a National Diploma in Internal Auditing from Cape Peninsula University of Technology, a Project Management certificate and she is an accredited Facilitator registered with the ETDP SETA. She started working for [redacted] as an Administrator and now is a Project Manager.

She has been involved in **Communication Education and Awareness** projects on:

- Water Management Device
- Water Conservation and Leak Audit
- Standpipe and Distribution of tags in Samora Machel, and Standpipe reading in Samora Machel, Fisantekraal and Ravensmead

Housing Facilitation Projects as a **Community Facilitator** in:

- Bardale Housing Project from various areas around the City of Cape Town
- Inkanini Housing Project (Zwelitsha)

She offers support to various other projects undertaken, [redacted] is a reliable, hard working person who keeps a high level of performance whilst retaining integrity.

[redacted] – **OFFICE ADMINISTRATOR**

[redacted] holds a Certificate in Human Resource Management from Boston City Campus and Business College. She also holds a certificate in Professional Communication and Office Management from the UCT in partnership with GetSmarter. Through the course she has achieved skills to administer all the day-to-day office functions in an efficient and professional manner. She manages all the administrative requirements associated with the company and performs secretarial activities associated with providing support to line managers. She is also responsible for the Directors diary and calendar, arranging meetings, booking of venues and maintaining the filing system by ensuring all files are up to date.

[redacted]

**[redacted] – DESIGN AND PRODUCTION MANAGER:**

[redacted] has a Diploma in Visual Communication specializing in Art Direction and Design from the [redacted] of Advertising in Cape Town in [redacted] Before this he was briefly a Public Relations Practitioner after graduating with an ND in Public Relations Management from the Cape Peninsula University of Technology in Cape Town in [redacted]
After Studying, he then did in-service training as a Public Relations Practitioner at HWB Communications in Cape Town. This was followed by internship this time as a Junior Art Director at the Jupiter Drawing Room advertising agency in Cape Town.

[redacted] has also worked as an onset/office runner for Navigator Film Studios, as well as previously being involved in the music industry as part of Chamber Concept a Hip-Hop music act where he wrote, composed and performed music which was successful but more of a hobby.

Since then he has been employed by [redacted] he heads up the Design and Creative Department doing design and creative arts work for [redacted] for the City of Cape Town – Water Demand Management project. At [redacted] he also works as an Assistant Project Manager on various projects, working the City of Cape Town one of the major clients of [redacted] This has also allowed him to develop camera skills, having worked as a cameraman on the Official Schools Water Conservation Initiative [redacted], a project run by [redacted] for The City of Cape Town in schools around the Western Cape.

In addition to working for [redacted] he also freelances under his own brand Civilized Flavour, where he does more creative and design work for various clients mainly in the creative arts.

## 7. CLIENT BASE

[redacted]

[redacted]

SARS

**Tax Clearance Certificate Number:**
[redacted]

# Tax Clearance Certificate - Good Standing

**Enquiries**
0800 00 SARS (7277)
**Approved Date**
[redacted]

Company registration number [redacted]

Income Tax [redacted]

(PTY) LTD

VAT [redacted]

(PTY) LTD

PAYE [redacted]

(PTY) LTD

Trading Name [redacted]

It is hereby confirmed that, on the basis of the information at the disposal of the South African Revenue Service (SARS), the above-mentioned taxpayer has complied with the requirements as set out in the Tax Administration Act.

This certificate is valid until the expiry date reflected above, subject to the taxpayer's continued tax compliance. To verify the validity of this certificate, contact SARS through any of the following channels:

- via eFiling
- by calling the SARS Contact Centre
- at your nearest SARS branch

This certificate is issued in respect of the taxpayer's tax compliance status only, and does not address any other aspect of the taxpayer's affairs.

*This certificate is issued free of charge by SARS*

[redacted]

[redacted]

**TO WHOM IT MAY CONCERN**

**PROFESSIONAL INDEMNITY INSURANCE** [redacted]

We herewith wish to advise that we are the Professional Indemnity Insurance brokers on behalf of our above client.

Should our client be successful in getting the tender, there will be no problem in activating a Professional Indemnity Insurance policy as required subject to a satisfactory completed proposal form and payment of the premium.

Should there be any queries, please do not hesitate to contact me.

Kind regards

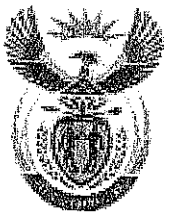
[redacted]

[redacted]

[redacted]

[redacted]

[redacted]



labour

Department:
Labour
REPUBLIC OF SOUTH AFRICA

CALL CENT[redacted]

REG NO [redacted]
FAX NO
ISSUE DATE
CERTIFICATE N[redacted]

[redacted]

**LETTER OF GOOD STANDING**

**COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT 130 of 1993 (AS AMENDED).**

With reference to sections 80, 82, 86 and 89 of Compensation for Occupational Injuries and Diseases Act [redacted]

has complied with the requirement of the above Act and is at present in good standing with the Compensation Fund.

**Nature of busi[redacted]**

**Expiry date :2[redacted]**

**IMPORTANT NOTICE:**

Any fraudulently obtained Letter of Good Standing shall constitute a criminal offence.

The Compensation Commissioner shall institute criminal proceedings against any perpetrators who unlawfully alter or deface this letter with intend to defraud or misrepresent facts contained therein.

**PLEASE, use the Below link (Website Address) to check if the Letter of Good Standing is valid:**
**https://cfonline.labour.gov.za/VerifyLOGS**

**Yours faithfully**

[redacted]

COMPENSATION COMMISSIONER

Compensation Fund

W.As. 48

Compensation House, Cnr Hamilton and Soutpansberg Road, PO Box 955, Pretoria, 0001 Fax:(012)357-1817 Website:http://www.labour.gov.za

[redacted]

Western Cape Government

BETTER TOGETHER

[redacted]

Dat[redacted]

Company Name[redacted]

De[redacted]

**Re: Verification / Approval on Western Cape Supplier Database**

You have been registered as a verified / approved supplier on the Western Cape Supplier Database (WCSD), in line with the Preferential Procurement Policy Framework Act No. 5 of 2000 (PPPFA).

The WCSD incorporates Western Cape Provincial Government, Western Cape Provincial Parliament, Western Cape Gambling & Racing Board, Cape Town International Convention Centre (CTICC), West Coast District Municipality.

Your company has been assigned the following registration number: [redacted]

Please use this number in all correspondence with the buyers subscribing to the WCSD, as well as when responding through Quadrem..

BBBEE Level Contribution: **Level 1**

(Defined in accordance with the PPPFA, No 5 of 2000)

Your BBBEE / EME certificate will expire on [redacted]

Your Tax Clearance Certificate was issued on **10 Aug 2016**, and is only valid for a twelve (12) month period. You will be required to submit an updated original, valid Tax Clearance Certificate before expiry of the currently housed Tax Clearance Certificate, to maintain your Verified status on the Western Cape Supplier Database, and thereby ensure your eligibility to conduct business with the buyers subscribing to this database. Quotes submitted by suspended suppliers, due to invalid Tax Clearance Certificates will be made non-compliant.

Your Declaration of Interest was signed on [redacted] You will be required to submit an updated Declaration of Interest with the expiry of your Tax Clearance Certificate to maintain your Verified status on the Western Cape Supplier Database, and thereby ensure your eligibility to conduct business with the buyers subscribing to this database. Quotes submitted by suspended suppliers, due to invalid Tax Clearance Certificates and Declaration of Interest will be made non-compliant.

To ensure your company profile is maintained you will be required to submit additional information upon submission of your valid original tax Clearance certificate. Kindly contact the Supplier Database Call Centre to obtain a list of requirements.

Yours sincerely,

Ariba
On behalf of the Western Cape Supplier Database

***Please Note:***

*Please Note: Should you not be in agreement with this status,*
*kindly contact the Quadrem's Helpdesk on 0861 - CALLSS (0861 - 225577)*
*Please Note: This process ensures eligibility to conduct business with the buyers subscribing to this database, but does not guarantee the receipt of business opportunities. To receive daily business opportunities particular to your core business, call Quadrem on 0861 - CALLTW (0861 -225589)*

***Please Note: This process ensures eligibility to conduct business with the buyers subscribing to this database, but does not guarantee the receipt of business opportunities. To receive daily business opportunities particular to your core business, call Quadrem / TradeWorld on 0861 – CALLTW (0861 -225589)***

*In [redacted] Quadrem was acquired by Ariba Inc. Together, the two companies comprise the largest global trading network for business-to-business commerce with more than 500,000 buyers and sellers and upwards of $173 billion of spend and invoice throughput on an annual basis.*