

TENDER NO. 171C/2022/23		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SCM - 515	Approved by Branch Manager: 03/04/2020	Version: 4	Pages 138

CONTRACT DOCUMENT

FOR THE

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

Contract Period: Not exceeding 60 Months from Commencement Date

VOLUME 1: TENDERING PROCEDURES

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 39** of this document
- Table 1: Tender Preference Claim (B-BBEE contribution) is on **page 90** of this document.

ISSUED BY: Executive Director: SAFETY & SECURITY : PMO CITY OF CAPE TOWN Tower Block, Civic Centre 12 Hertzog Boulevard CAPE TOWN 8001	<table border="1" style="width: 100%;"> <tr style="background-color: #cccccc;"> <th style="text-align: left;">For official use.</th> </tr> <tr> <td>TENDER SERIAL No.:</td> </tr> <tr> <td>SIGNATURES OF CITY OFFICIALS AT TENDER OPENING</td> </tr> <tr> <td>1.</td> </tr> <tr> <td>2.</td> </tr> <tr> <td>3.</td> </tr> </table>	For official use.	TENDER SERIAL No.:	SIGNATURES OF CITY OFFICIALS AT TENDER OPENING	1.	2.	3.
For official use.							
TENDER SERIAL No.:							
SIGNATURES OF CITY OFFICIALS AT TENDER OPENING							
1.							
2.							
3.							

OCTOBER 2013

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTITY	
NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause C.2.12)	
Alternative Offer (see clause C.2.12)	

FILE REFERENCE NO:

CITY OF CAPE TOWN

Safety & Security

CONTRACT NO. 171C/2022/23

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

General Tender Information

TENDER ADVERTISED	:	07 October 2022
CLARIFICATION MEETING	:	21 October 2022 (Not compulsory but strongly recommended)
VENUE FOR CLARIFICATION MEETING	:	The clarification meeting will be hosted A non-compulsory clarification meeting will be held at Disaster Risk Management Auditorium Goodwood Fire Station at 10h00 -11:30 .
CLOSING DATE	:	10 November 2022
CLOSING TIME	:	10h00
TENDER BOX & ADDRESS	:	Tender Box 152 at the Tender & Quotation Box Office , 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town
TENDER BOX	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

CITY OF CAPE TOWN

Safety & Security

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PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

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T1.1 Tender Notice and Invitation to Tender

The CITY OF CAPE TOWN, Executive Director: SAFETY & SECURITY, PMO, invites tenders for Tender No. 171C/2022/23: PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

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

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

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

The physical address for collection of tender documents is:

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

Documents may be collected during working hours between 07:30 –15:00 from

A non-refundable tender fee of R250.00 is required on collection of the tender document by cash or EFT

Queries relating to any issues in these documents may be addressed to Mr A. Albertyn, Tel No. 021 597 5172, Cell No. 083 662 5784, e-mail adiel.albertyn@capetown.gov.za.

A non-compulsory but strongly recommended clarification meeting with representatives of the Employer will be held on **21 October 2022 at 10h00**. The clarification meeting will be hosted via at Disaster Risk Management Auditorium Goodwood Fire Station at **10h00 -11:30**

The closing time for receipt of tenders is **10h00 on 10 November 2022**.

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 Schedule of Rates, 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.

Preferential Procurement Regulations, 2017 including but not limited to local content, functionality, price and preference, eligibility criteria and relevant statutory criteria. The details of this are contained in the tender document. Only locally produced or manufactured goods, meeting the stipulated minimum threshold for local production and content, will be considered

By submitting a tender to the City of Cape Town, (and by concluding any ensuing related agreement with the City of Cape Town, if applicable), the Tenderer thereby acknowledges and unconditionally agrees:

- 1.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;

- 1.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;
- 1.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 1.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-contractors' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;
- 1.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 1.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and
- 1.7 that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

A non-compulsory clarification meeting will be held **on 21 October 2022** at Disaster Risk Management Auditorium Goodwood Fire Station at **10h00 -11:30**. For technical enquiries contact Adiel Albertyn on 021 444 0231 or email Adiel.Albertyn@capetown.gov.za .

CITY OF CAPE TOWN
DIRECTORATE: Safety & Security
CONTRACT NO. 171C/2022/23
PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY SKYPE ONLINE MEETING LINK – CLARIFICATION MEETING

CITY OF CAPE TOWN

Safety & Security

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PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY**T1.2 Tender Data**

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 8 August 2019, 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
---------------	-------------

C.1 General**C.1.1 Actions****C.1.1.1 Add the following:**

The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract Please refer to this document contained on the Employer's website.

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it as described in the SCM Policy.

The Employer is the City of Cape Town, represented by the Director: DEPARTMENT: DIRECTORATE.

In addition to the above, the following further documents are part of the tender:

VOLUME 4 The **Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015)** as published by the Construction Industry Development Board. Tenderers must obtain copies at their own cost from the Construction Industry Development Board Pretoria, Tel. (012) 343 7136 or (012) 481 9030, Fax: (012) 343 7153, e-mail: cidb@cidb.org.za.

VOLUME 5 The relevant sections as described in the Scope of Services of the **Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015** as gazetted in Government Gazette No. 39480, 4 December 2015.

and

The relevant sections as described in the Scope of Services of the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act (Act No. 48 of 2000), Engineering Profession Act (Act No 46 of 2000); Quantity Surveying Profession Act (Act No 49 of 2000), Architectural Profession Act (Act No 44 of 2000), Landscape Architectural Profession Act, 2000, Planning Professions Act, 2002, Professional and Technical Surveyors Act (Act No. 40 of 1984 as amended), The Land Survey Act (Act 8 of 1997), The Natural Scientific Professions Act (Act No. 27 of 2003) and Occupational Health and Safety Act, 1993 where applicable.

Volumes 4 and 5 may be inspected, by appointment, at the offices of the Employer during normal office hours.

C.1.3 Interpretation

Add the following to C.1.3.3 for the purposes of these conditions of tender, the following definitions apply:

- a) "Framework Contract" means the Framework Contract defined in Clause 1, Part C1.2: Contract Data
- b) "Framework Contract Period" means the Framework Contract Period defined in Clause 1, Part C1.2: Contract Data
- c) "Standby Service Provider" means the highest ranked eligible (subject to Clause C.1.6.1 of the Tender Data below) Service Provider for a region appointed by the Employer under the Framework Contract to be available to execute Works Projects, for the duration of the Framework Contract Period and then only if the "Winner" declines/refuses a Works Project or unless the Employer considers the "Winner" not to be performing on existing Works Projects. (Refer to clause 5.1.3 in C 1.2: Contract Data)
- d) "Winner" means the highest ranked eligible (subject to Clause C.1.6.1 (b) of the Tender Data below) Service Provider appointed by the Employer under the Framework Contract who will be allocated work as and when a Works Project arises for the duration of the Framework Contract Period
- e) "Works Project" means Works Project defined in Clause 1, Part C1.2: Contract Data.
- f) "Work Areas" means any area where work will be performed

C.1.4 Communication and employer's agent

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

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

(The Employer's representative is:

Name: Mr A.Albertyn (Project / Program Manager – Safety & Security - PMO).
 Address: City of Cape Town
 Goodwood Fire Station
 Corner Frans Conradie & Hugo Street
 Goodwood 7501
 Tel: 021 597 5172
 Cell : 083 662 5784
 E-mail: adiel.albertyn@capetown.gov.za

C.1.5 Cancellation and Re-Invitation of Tenders

Delete the full stop at the end of C.1.5.1 dd) and replace with,
 Add the following after C.1.5.1 d):

- e) the parties are unable to negotiate market related pricing.

C.1.6 Procurement procedures

C.1.6.1 General

Add the following:

For the purposes of this tender the City of Cape Town municipal area has been identified.

- a) Works projects will be anywhere within a region. Tenderers are to refer to the drawings in part C.4 Site Information for the boundaries of each region (where ambiguity exists as to the exact location of the boundary, i.e. if the boundary is shown as being directly on a road, then the boundary shall always be either to the north or the east of the road in question).
- b) The Employer intends to appoint one tenderer (the highest ranked tenderer ("the winner") and in addition one standby tenderer for all regions for the allocation of work on a "winner-takes-all" basis in terms of the definitions in C.1.3 above.

- c) The Employer reserves the right to offer an already successful tenderer more than one project as a “winner” and/or “standby” provided that the service provider can prove their capacity to undertake work in an additional areas as a winner and/or standby service provider
- d) Awards will be made in terms of the tender evaluation ranking.
- e) Service Providers, once appointed and subject to operational requirements, will be invited to execute the Works by means of Works Projects on a “winner-takes-all” basis, whereby the work will always be offered and, if accepted, allocated to the highest ranked tenderer (“the winner”) in the framework contract and only if he refuses (or if his offer is non-responsive/invalid) will the work be offered to the next highest ranked tenderer, the “stand-by” in terms of C.1.3.3 g).

The framework contract period shall be for a period not exceeding 60 months from the commencement date of the contract, as stated in Part C1.2 Contract Data.

C.1.6.2 **Competitive negotiation procedure**

Add the following to C.1.6.2.1:

A competitive negotiation procedure will not be followed.

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

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

A two-stage system will not be followed.

Add the following after C.1.6.3.2.2

C.1.6.4 **Nomination of Alternative Bidder**

Alternative Bidder means a bidder, identified at the time of awarding a bid, that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.

C.1.6.5 **Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court**

C.1.6.5.1 **Disputes, objections, complaints and queries**

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

- a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

C.1.6.5.2 **Appeals**

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i) Must be in writing
 - ii) It must set out the reasons for the appeal
 - iii) It must state in which way the Appellant’s rights were affected by the decision;
 - iv) It must state the remedy sought; and
 - v) It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

C.1.6.5.3 **Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000**

The sub- clauses above do not influence any affected person’s rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

C.1.6.5.4 All requests referring to sub clauses C.1.6.4.1 and C.1.6.4.2 must be submitted in writing to:

The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via fax at: 021 400 5963 or 021 400 5830
Via email at: MSA.Appeals@capetown.gov.za

- C.1.6.5.5 All requests referring to clause C.1.6.4.3 must be submitted in writing to:
The City Manager - C/o the Manager: Access to Information Unit, Corporate Services Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via fax at: 086 202 9982
Via email at: Access2info.Act@capetown.gov.za

- C.1.7 **City of Cape Town Supplier Database Registration**
Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

- C.1.8 **National Treasury Web Based Central Supplier Database (CSD) Registration**
Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 *Delete the clause and replace with the following:*

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

Add the following after C.2.1.2:

C.2.1.3 Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.

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

C.2.1.4.1 **Compliance with requirements of CCT SCM Policy and procedures**

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

- a) A completed **Compulsory Enterprise Questionnaire** to be provided (applicable schedule to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided;
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- e) A completed **Declaration – Conflict of Interest** and **Declaration of Bidder's past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;
- h) The tenderer's tax matters with SARS are in order or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the Employer whose prior or current obligations creates any conflict of interest or unfair advantage;
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A completed Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the SCM Policy.

C.2.1.4.2 **Key personnel**

In order to be declared responsive, the tenderer must submit the proof of registration with professional bodies as per the table below, such proof of registration must be appended to Schedule 11 & Schedule 25, Part T2.2: Returnable Schedules.

The professional registration numbers of the key personnel must be indicated on Schedule 11 titled Key Personnel, Part T2.2: Returnable Schedules.

The tenderer must meet the following minimum Key Personnel requirements below in order to be responsive.

KEY PERSONEL		
Service	Personnel Required	Number of personnel required
Structural Engineer	The required personnel must be a Professional Engineer (Pr. Eng) or professional Engineering Technologist (Pr.Tech Eng) registered with the Engineering Council of South Africa (ECSA).	2
Civil Engineer	The required personnel must be a Professional Engineer (Pr. Eng) or professional Engineering Technologist (Pr Tech Eng) registered with the Engineering Council of South Africa (ECSA)	2
Electrical Engineer	The required personnel must be a Professional Engineer (Pr. Eng) or professional Engineering Technologist (Pr. Tech Eng) registered with the Engineering Council of South Africa (ECSA).	2
Mechanical Engineer	The required personnel must be a Professional Engineer (Pr. Eng) or professional Engineering Technologist (Pr. Tech Eng) registered with the Engineering Council of South Africa (ECSA)	2
Quantity Surveying	The required personnel must be a Professional Quantity Surveyor (Pr.QS) registered with The SA Council for the Quantity Surveying Profession (SACQSP).	2
Construction Project Manager	The required personnel must be a professionally registered (Pr.CPM) with the South African Council for the Project and Construction Management Professions (SACPCMP).	2
Occupational Health and Safety Clients Agent	The required personnel is to be registered with SACPCMP.	2
Architect	The required personnel must be a professional Architect (Pr.Arch) or professional Architectural Technologist (Pr.ArchTech) registered with SACAP.	2

Based on the schedule above it is required that a minimum of 2 Lead Consultants / Partners be appointed to manage the various work packages approved during the tendered period. Any of the following disciplines may be appointed in the role as the Lead Consultants / Partner, Construction Project Manager, Civil Engineer or Structural Engineer. These names to be identified in Schedule 11 from page 74 to 75.

Where required, the professional registration numbers of the key personnel must be indicated on the schedule titled **Key Personnel**, Part T2.2: Returnable Schedules. The *curriculum vitae* of all key personnel (including sub-consultants), must be submitted with the tender submission, appended Schedule 25 on page 95.

The curriculum vitae of all key personnel (including consultants and sub-contractors), along with the signed undertakings where relevant, must be submitted with the tender submission and appended to Schedule 11 or within 7 (seven) days of the Employer's written request thereof.

C.2.1.4.3 Support resources
Not applicable

C.2.1.4.4 Professional indemnity insurance

In order to be declared responsive, the tenderer shall provide proof of either:

- A valid Professional Indemnity (PI) insurance cover in an amount of not less than R10 000 000 in respect of each and every claim during the period of insurance.
- Or provide proof of confirmation from a recognised and reputable Insurance Broker that the Tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract.
- Proof of the aforementioned must be submitted with the tender, appended to the schedule titled Professional Indemnity Insurance.

Where the entity tendering is not a single entity, then the value of the PI insurance cover required may be shared between them in proportion to the percentage contribution.

C.2.1.4.5 Track record of tenderer
Schedule 10 – Page 73

C.2.1.4.6 **Minimum score for quality**

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

The description of the quality criteria and the maximum possible score for each is shown in the table below. The score achieved for quality will be the sum of the scores achieved for the individual criteria. FUNCTIONAL EVALUATION					
CRITERIA	SERVICE DESCRIPTION	REQUIREMENTS	POINTS	WEIGHTING	
KEY PERSONNEL Tenderers to: Complete Annexure 14A <ul style="list-style-type: none"> • Submit detailed CV's of all Key Personnel • Submit copies of qualifications 	Structural Engineer must be a Professional Engineer (Pr Eng) or Professional Engineering Technologist (Pr Tech Eng) who is registered as a Professional Engineer with the Engineering Council of South Africa (ECSA)	No CV attached	0	10	
		0 – 3 years' experience	2		
		More than 3 – 5 years' experience	4		
		More than 5 – 8 years' experience	7		
		More than 8 years' experience	10		
	Must have post registration experience in the field of structural engineering related to building structures.	Civil Engineer must be Professional Engineer (Pr. Eng) or professional Engineering Technologist (Pr Tech Eng) registered with the Engineering Council of South Africa (ECSA)	No CV attached	0	10
			0 – 3 years' experience	2	
			More than 3 – 5 years' experience	4	
			More than 5 – 8 years' experience	7	
			More than 8 years' experience	10	
	Must have post registration experience in the field of civil engineering related to building structures.	Electrical Engineer must be a Professional Engineer (Pr. Eng) or professional Engineering Technologist (Pr. Tech Eng) registered with the Engineering Council of South Africa (ECSA).	No CV attached	0	10
			0 – 3 years' experience	2	
			More than 3 – 5 years' experience	4	
			More than 5 – 8 years' experience	7	
			More than 8 years' experience	10	
	Must have post registration experience in the field of low, high and/or medium voltage electrical systems related to building structures.	Mechanical Engineer must be a Professional Engineer (Pr. Eng) or professional Engineering Technologist (Pr. Tech Eng) registered with the Engineering Council of South Africa	No CV attached	0	10
			0 – 3 years' experience	2	
			More than 3 – 5 years' experience	4	
			More than 5 – 8 years' experience	7	

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. **FUNCTIONAL EVALUATION**

	(ECSA)	experience		
	Must have post registration experience in related to building structures	More than 8 years' experience	10	
	Quantity Surveyor must be a Professional Quantity Surveyor (Pr.QS) registered with The SA Council for the Quantity Surveying Profession (SACQSP).	No CV attached	0	10
		0 – 3 years' experience	2	
		More than 3 – 5 years' experience	4	
		More than 5 – 8 years' experience	7	
	Must have post registration experience in the field of quantity surveying and contract management related to building structures.	More than 8 years' experience	10	
	Construction Project Manager must be a professionally registered (Pr.CPM with the South African Council for the Project and Construction Management Professions (SACPCMP)	No CV attached	0	10
		0 – 3 years' experience	2	
		More than 3 – 5 years' experience	4	
		More than 5 – 8 years' experience	7	
	Must have post registration experience in Project Management related to building structures.	More than 8 years' experience	10	
	Architect must be a professional Architect (Pr.Arch) or professional Architectural Technologist (Pr.ArchTech) registered with SACAP.	No CV attached	0	10
		0 – 3 years' experience	2	
		More than 3 – 5 years' experience	4	
		More than 5 – 8 years' experience	7	
	Must have post registration experience in the field of building architecture including conceptual design, massing, visualization and rendering, site development plans, coordinating other disciplines, plan approvals, fenestration, interior design, wayfinding signage and other architectural services related to building works.	More than 8 years' experience	10	
COMPANY TRACK RECORD	Relevant experience and track record in similar projects undertaken in alignment of this tender. Conducting feasibility studies for Safety & Security Projects related to building structures.	No projects	0	30
Tenderers to:		1 – 2 projects in the last 10 years	10	
		More than 2 – 4 projects in the last 10 years	25	
		More than 4 projects in the last 10 years	30	

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. FUNCTIONAL EVALUATION				
Complete Annexure 14B				
<ul style="list-style-type: none"> List all relevant projects 				

The minimum score for quality is **70**. Tenderers that fail to achieve the minimum score for quality will be declared as non-responsive.

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

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

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

a. EXPERIENCE OF KEY PERSONNEL

In order to score the maximum points, the tenderer must have the required post registration experience for the 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 14 B, Part T2.2: Returnable Schedules.

The professional registration numbers and post registration experience of the key personnel must be indicated on schedule 14 B, Part T2.2: Returnable Schedules. The curriculum vitae of all key personnel (including sub-consultants), shall be submitted with the tender submission, appended to this Schedule in order to verify the experience to allocate the points. The below points guide will be used for the allocation of functionality points applicable to the Key Personnel Experience criteria:

The curriculum vitae of all key personnel (including sub-consultants), must be submitted with the tender submission, appended to Schedule 14 B. The curriculum vitae to contain the following detail; Personal Details, Education qualifications, Membership of Professional Organisations and Institutions, Work Experience, and Key Project Experience.

- **Structural Engineer**

The Structural Engineer must be a Professional Engineer (Pr. Eng) or professional Engineering Technologist (Pr.Tech Eng) registered with the Engineering Council of South Africa (ECSA).

The required personnel **MUST** have post registration experience in the field of structural engineering related to building structures. Capabilities must include analysis, design, documentation and building construction monitoring of structures utilizing steel, concrete, timber and other structural materials in adherence to the national building regulations.

- **Civil Engineer**

The Civil Engineer must be a Professional Engineer (Pr. Eng) or professional Engineering Technologist (Pr Tech Eng) registered with the Engineering Council of South Africa (ECSA)

The required personnel **MUST** have post registration experience in the field of civil engineering. Capabilities must include road and pavement geometric design, highways planning, vertical and horizontal alignment, road drainage, footpaths and cycle ways, road markings and signage and other related activities.

- **Electrical Engineer**

The Electrical Engineer must be a Professional Engineer (Pr. Eng) or professional Engineering Technologist (Pr. Tech Eng) registered with the Engineering Council of South Africa (ECSA).

The required personnel **MUST** have post registration experience in the field of low, high and/or medium voltage electrical systems. Capabilities must include analysis, design, documentation and construction monitoring and preventative maintenance of various electrical installations.

- **Mechanical Engineer**

The Mechanical Engineer must be a Professional Engineer (Pr. Eng) or professional Engineering Technologist (Pr. Tech Eng) registered with the Engineering Council of South Africa (ECSA)

The required personnel **MUST** have post registration experience (in). Capabilities must include analysis, design, documentation and construction monitoring of HVAC or refrigeration systems.

- **Quantity Surveyor**

The Quantity Surveying must be a Professional Quantity Surveyor (Pr.QS) registered with The SA Council for the Quantity Surveying Profession (SACQSP).

The required personnel **MUST** have post registration experience in the field of quantity surveying and contract management. Capabilities must include cost estimation and reporting, preparation of contract documents, bill of quantities, payment certification, measurement of works, contract administration and other related activities.

- **Construction Project Manager**

The Construction Project Manager must be a professionally registered (Pr.CPM with the South African Council for the Project and Construction Management Professions (SACPCMP) and **MUST** have post registration experience in project management.

- **Architect**

The Architect must be a professional Architect (Pr.Arch) or professional Architectural Technologist (Pr.ArchTech) registered with SACAP.

Architectural personnel **MUST** have post registration experience in the field of building architecture that must include conceptual design, massing, visualization and rendering, site development plans, coordinating other disciplines, plan approvals, fenestration, interior design, wayfinding signage and other architectural services related to building works.

b. COMPANY TRACK RECORD

Schedule 10: Schedule of Work Experience of tenderer – Page 73

C.2.1.4.7 **Compulsory clarification meeting**
Not applicable

C.2.7 **Clarification meeting**
Add the following after the second sentence:
The arrangements for the site visit/clarification meeting are as stated on the General Tender Information page and in the Responsiveness Criteria (if applicable).

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

C.2.8 **Seek Clarification**
Add the following after the first sentence:
The tenderer warrants that it has:

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

- e) received any notices to the tender documents which have been issued in accordance with the Employer’s SCM Policy.

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

C.2.11 **Alterations to documents**

Delete the first sentence and replace with the following:

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer in writing, or necessary to correct errors made by the tenderer.

C.2.12 **Alternative tender offers**

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

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

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

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

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

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

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

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

C.2.13 **Submitting a tender offer**

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

C.2.13.3 1 (One) copy(ies) of the following elements of the bid submission (please refer to **Contents (Volume 3)**) must be submitted separately bound in the same envelope where possible (see C.2.13.5):

Number	Heading
T2.2	Returnable Schedules
C2.2	Schedule of Rates
	All other attachments submitted by bidder

C.2.13.5 The tender submission details are all described on the General Tender Information page. If it is not possible to submit the original tender and the required copies (see C.2.13.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as “ORIGINAL” and “COPY” in addition to the aforementioned tender submission details.

- C.2.13.6 A two-envelope procedure will **not** be followed.
- C.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.
- C.2.13.11 The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents, or elements thereof, may be made available to the tenderer at the Employer's discretion, 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 C.1.2 in hardcopy.
 - b) The electronic version shall not be regarded as a substitute for the issued tender documents.
 - c) The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in C.2.13.2.
 - d) Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.
 - e) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
 - f) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender documents as contemplated in C.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
 - g) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.
- C.2.15 **Closing time**
Add the following to C.2.15.1 after the first sentence:
- C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- C.2.16 **Tender offer validity**
Add the following to C.2.16.1 after the first sentence:
- C.2.16.1 The tender offer validity period is **12 weeks (84 days)**.
Delete the clause and replace with the following:
- C.2.16.2 Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.
- C.2.17 **Clarification of tender offer after submission**
Add the following to C.2.17 at the end of the third sentence:
A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.
- C.2.18 **Provide other material**
Delete the following word in C.2.18.1:
- C.2.18.1 notarized
- C.2.18.1 *Add the following to C.2.18.1 at the end of the first paragraph:*
Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT **exceeds R 10 million:**
- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
 - b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;

- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

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

Add the following after C.2.18.2:

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

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

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

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

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

- C.2.23 **Certificates**

Add the following after the first sentence:

The tenderer is required to submit the following:

- C.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 subject to the requirements of clause C.2.1.4.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Compulsory Enterprise Questionnaire**

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

Before making an award the City must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the City, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the City via CSD or e-Filing. The City should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

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

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that,

in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

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

The applicable code for this tender is the **Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector**.

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).

C.2.24 Proposed Deviations and Qualifications

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

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

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

C.3 The Employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.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

C.3.2 Issue Addenda

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances

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.

C.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.

C.3.4 Opening of tender submissions

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

C.3.5 Two-envelope system

Not applicable

C.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.

C.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.

C.3.8 Test for responsiveness

C.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.

- C.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.

C.3.9 Arithmetic errors, omissions and discrepancies

C.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.

C.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 C.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.

C.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

C.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

C.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.

C.3.11 Evaluation of tender offers

The evaluation of this tender is subject to a minimum functionality score as per C.2.1.4.6 on page 11 & 12

Add the following after clause C.3.11.1

Add the following:

General procurement procedures specific to this tender are set out in Clause C.1.6.1.

For the purposes of this tender, four regions within the City of Cape Town has been identified and are outlined in the table in Clause C.1.6.1.

The Employer shall create, for tender evaluation purposes, a simulated (representative) Works Project, indicative of the nature of work required. The Employer shall have assigned quantities to the items in the Schedules of Rates necessary for the execution of the representative Works Project.

The assigned quantities shall be multiplied by the tendered rates submitted by the tenderers to obtain amounts that will be totalled to provide a financial offer for each tenderer for the representative Works Project.

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

- | | |
|------|---|
| Step | 1 Evaluate all tender offers for responsiveness as per C.3.8, and reject any found to |
|------|---|

- be non-responsive.
- Step 2 Evaluate all tenders using the Simulated Works Project (as detailed above).
- Step 3 Score tender evaluation points for price and score the tender offers for preference based on each tenderer's BBEE status.
- Step 4 Add the points scored for price and preference to obtain the tender ranking of all responsive tender submissions.
- Step 5 Recommend a "Winner" before awarding any Standby Service Providers based on the following conditions

Allocation of work to the Winner

- Condition 1: If a tenderer has the highest tender evaluation points allocation overall they will be allocated the "winner".
- Condition 2: If a tenderer scored second highest overall, they will be appointed as the Standby
- Condition 3: The Tenderer must be able to prove that they have sufficient capacity to execute the work and must have the required minimum key personnel that meet the requirements as set out in C.2.1.4.2.

C.3.11.2 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

C.3.11.3 The tender will be evaluated in terms of the requirements of the Preferential Procurement Regulations of 2017 as follows:

C.3.11.3.1 The preference point system applicable to this tender is the 90/10 preference point system.

C.3.11.3.2 Price, preference and functionality will be scored, as relevant, to two decimal places.

C.3.11.3.3 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.

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

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

In addition, the various deemed B-BBEE Status Level of Contributor in accordance with the relevant Codes can be attained and such tenderers must be awarded the appropriate number of points.

It should be noted that such Deemed B-BBEE Status Level of Contribution

C.3.11.4 **Risk Analysis**

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

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil 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 Employer in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

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

C.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.

C.3.13 Acceptance of tender offer

Delete first sentence of C.3.13 and replace with the following):

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

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

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

Add the following below C.3.13 f)

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

C.3.13.1 The Employer reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
b) association with known family of notorious individuals;
c) poor performance issues, known to the City;
d) negative social media reports; and
e) adverse assurance (e.g. due diligence) report outcomes.

C.3.13.2 The Employer reserves the right to nominate an alternative bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.

C.3.13.3 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.

C.3.13.4 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.

C.3.14 Prepare contract documents

C.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.

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

C.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.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contract

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.

C.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.

C.3.19 Negotiations with preferred tenderers

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

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

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

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

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

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

Annex C (normative)

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.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.*

C.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.

C.1.2 Tender Documents

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

C.1.3 Interpretation

C.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.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.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 tenderer 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 tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.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.

C.1.6.2 Competitive negotiation procedure

C.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 C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and

associated information.

Notwithstanding the provisions of C.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.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their 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.

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

C.1.6.3 Proposal procedure using the two stage-system

C.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.

C.1.6.3.2 Option 2

C.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.

C.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.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.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.

C.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.

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.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.

C.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.

C.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.

C.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.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.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.

C.2.10 Pricing the tender offer

C.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 fourteen (14) days before the closing time stated in the tender data.

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

C.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.

C.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.

C.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.

C.2.12 Alternative tender offers

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

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.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 identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.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.

C.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.

C.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.

C.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.

C.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.

C.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.

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

C.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.

C.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.

C.2.15 Closing time

C.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.

C.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.

C.2.16 Tender offer validity

C.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.

C.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.

C.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. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

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

C.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 C.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.*

C.2.18 Provide other material

C.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.

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

C.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.

C.2.20 Submit securities, bonds and policies

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

C.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.

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.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.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) 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 collected tender documents.

C.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.

C.3.4 Opening of tender submissions

C.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.

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

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

C.3.5 Two-envelope system

C.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.

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

C.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.

C.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.

C.3.8 Test for responsiveness

C.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.

C.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.

C.3.9 Arithmetical errors, omissions and discrepancies

C.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.

C.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 C.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.

C.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.

C.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.

C.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.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the
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following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.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.

C.3.13 Acceptance of tender offer

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

- 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, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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.

C.3.14 Prepare contract documents

C.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.

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

C.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.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.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.

C.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.

TENDER NO. 171C/2022/23		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
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CONTRACT DOCUMENT

FOR THE

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

VOLUME 2: RETURNABLE DOCUMENTS

ISSUED BY:
EXECUTIVE DIRECTOR: SAFETY & SECURITY : PMO CITY OF CAPE TOWN Tower Block, Civic Centre 12 Hertzog Boulevard CAPE TOWN 8001

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

MARCH 2022

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTITY	
NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause C.2.12)	
Alternative Offer (see clause C.2.12)	

FILE REFERENCE NO:

Part T2: Returnable Documents

	Pages
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C1.1 Form of Offer and Acceptance (Agreement).....	38 – 41
C1.2 Contract Data (data provided by the Supplier)	42
C2.2 Schedule of Rates	43 – 58
T2.2 Returnable Schedules	59 – 95

CITY OF CAPE TOWN

Safety & Security

CONTRACT NO. 171C/2022/23/2020/21

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

T2.1 List of Returnable Documents

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

1. **C1.1 The offer portion of the C1.1 Form of Offer and Acceptance**
2. **C1.2 Contract Data (Part 2)**
3. **C2.2 Schedule of Rates**
4. **Returnable Schedules that will be incorporated into the Contract**

	Pages
1: COMPULSORY ENTERPRISE QUESTIONNAIRE	60-61
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16: CONFIRMATION OF TENDERER REGISTRATION / <u>ACCREDITATION</u>	83
17: OTHER CRITERIA	84
18: PERSONNEL SCHEDULE (OTHER THAN KEY STAFF)	85
19: SCHEDULE OF SUBCONTRACTORS	86
20: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER	87
21: RECORD OF ADDENDA TO TENDER DOCUMENTS	88
22: PRICE BASIS FOR IMPORTED RESOURCES	89
23: PREFERENCE SCHEDULE (where preferences are granted in respect of B-BBEE contribution)	90-93
24: SCHEDULE OF PRE-QUALIFICATION CRITERIA FOR SUB-CONTRACTORS	94
25: INFORMATION TO BE PROVIDED WITH THE TENDER	95

5. Other documents required for tender evaluation purposes

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

CITY OF CAPE TOWN

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PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

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 171C/2022/23 PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

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 OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand

..... (in words);

R (in figures)

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

Signature(s)

Name(s)

Capacity

for the tenderer

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and signature of witness

Date

For official use.		
INITIALS OF CITY OFFICIALS AT TENDER OPENING		
1.	2.	3.

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

The Parties	Employer	Contractor
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

CITY OF CAPE TOWN

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C1.2 Contract Data

Data provided by the Supplier

The name of the Supplier is

The address of the Supplier is

Physical : Postal :
 Address Address

Telephone : Fax:

email :

SUPPLIER'S ANNUAL HOLIDAY PERIODS DURING DELIVERY PERIOD

Year 1 holiday period	Start date		End date
Year 2 holiday period	Start date		End date
Year 3 holiday period	Start date		End date
Year 4 holiday period	Start date		End date
Year 5 holiday period	Start date		End date

CITY OF CAPE TOWN

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C2.2 Schedule of Rates**NOTES TO THE SCHEDULE OF RATES**

Tenders are to be cognisant of the following points when completing the Schedule of Rates:

- a. Tenders will only be considered if the Schedule of Rates have been completed in its entirety.
- b. The Schedule of Rates set out the possible tasks that may be completed during the duration of the contract.
- c. The Schedule of Rates do not specify the number of tasks that will be executed during the Contract Period. The Employer will engage with the successful service provider regarding the necessary task/s as and when required by the Employer for each works project.
- d. All rates tendered in the Schedule of Rates shall be exclusive of VAT.
- e. There are no quantities applicable to the tender during the tender submission phase.

The Schedule of Rates comprises the following disciplines, which are all compulsory items. Where no rate is tendered, it will be deemed to be tendered as a "nil" rate:

Item Number	Description	Page No.
1	Structural Engineer	44
2	Civil Engineer	45
3	Geotechnical Engineer	46
4	Electrical Engineer	47
5	Mechanical Engineer	48
6	Fire Engineer	49
7	Land Surveying	50
8	Quantity Surveying	51
9	Construction Project Manager	51
10	Occupational Health and Safety Client's Agent	51
11	Architect	52
12	Heritage Architect	53
13	Landscape Architect	54
14	Conveyancing Attorney	56
15	Public Participation Facilitator	56
16	Interior Designer	56
17	Environmental Assessment Practitioner	57

The above table is as per C.2.1.4.2: Key Personnel

Item No. 1: STRUCTURAL ENGINEERING SERVICES**1.1 Review and take-over**

Services included herein is for the review of existing work executed by a professional service provider. It includes reviews of designs, recommendations, findings etc. and includes the compilation of a review report including recommendations.

The rate of 1.1.1 in the table below to be used for the appointed Lead consultant.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
1.1.1	Review and Review Report by Registered Professional Engineer	hr					
1.1.2	Review and Review Report by Registered Engineering Technologist	hr					
1.1.3	Review and Review Report by Registered Engineering Technician	hr					

1.2 Hourly Fee for Normal Services: Includes new projects, refurbishment, renovations and additions to facilities

Services included herein comprises all standard services as Gazetted by the latest applicable ECSA guideline of fees for normal services as outlined in stages 1 - 6 in the guideline, or part thereof including services related to new projects, refurbishment, renovations, alterations and additions to facilities

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
1.2.1	Execution of work in relation to the above: Registered Professional Engineer	hr					
1.2.2	Execution of work in relation to the above: Registered Engineering Technologist	hr					
1.2.3	Execution of work in relation to the above: Registered Engineering Technician	hr					
1.2.4	Execution of work in relation to the above: Candidate Engineer	hr					

1.3 Technical investigation Reports

Reports will include, as per the Employers requirement and scope of work - site visits, observations, site photos, reporting, recommendations and high level cost estimate, as required for individual works projects, at an hourly rate.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
1.3.1	Execution of work in relation to the above: Registered Professional Engineer	hr					
1.3.2	Execution of work in relation to the above: Registered Engineering Technologist	hr					
1.3.3	Execution of work in relation to the above: Registered Engineering Technician	hr					
1.3.4	Execution of work in relation to the above: Candidate Engineer	hr					

1.4 Additional Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
1.4.1	Construction Monitoring: Level 1	hr					
1.4.2	Construction Monitoring: Level 2	hr					
1.4.3	Construction Monitoring: Level 3	hr					

Item No. 2: CIVIL ENGINEERING SERVICES

2.1 Review and take-over

Services included herein is for the review of existing work executed by a professional service provider. It includes reviews of designs, recommendations, findings etc. and includes the compilation of a review report including recommendations.

The rate of 2.1.1 in the table below to be used for the appointed Lead consultant

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
2.1.1	Review and Review Report by Registered Professional Engineer	hr					
2.1.2	Review and Review Report by Registered Engineering Technologist	hr					
2.1.3	Review and Review Report by Registered Engineering Technician	hr					

2.2 Hourly Fee for Normal Services: Includes new projects, refurbishment, renovations and additions to facilities

Services included herein comprises all standard services as Gazetted by the latest applicable ECSA guideline of fees for normal services as outlined in stages 1 - 6 in the guideline, or part thereof including services related to new projects, refurbishment, renovations, alterations and additions to facilities

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
2.2.1	Execution of work in relation to the above: Registered Professional Engineer	hr					
2.2.2	Execution of work in relation to the above: Registered Engineering Technologist	hr					
2.2.3	Execution of work in relation to the above: Registered Engineering Technician	hr					

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
2.2.4	Execution of work in relation to the above: Candidate Engineer	hr					

2.3 Technical investigation Reports

Reports will include, as per the Employers requirement and scope of work - site visits, observations, site photos, reporting, recommendations and high level cost estimate, as required for individual works projects, at an hourly rate

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
2.3.1	Execution of work in relation to the above: Professional Engineer	hr					
2.3.2	Execution of work in relation to the above: Engineering Technologist	hr					
2.3.3	Execution of work in relation to the above: Engineering Technician	hr					
2.3.4	Execution of work in relation to the above: Candidate Engineer	hr					

2.4 Additional Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
1.4.1	Construction Monitoring: Level 1	hr					
1.4.2	Construction Monitoring: Level 2	hr					
1.4.3	Construction Monitoring: Level 3	hr					

Item No. 3: GEOTECHNICAL ENGINEERING SERVICES

3.1 Provision for Time-Based Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
	Provide time-based services on the instruction from the Employer in respect of services required.						
3.1.1	Registered Professional Geotechnical Engineer	hr					
3.1.2	Registered Professional Geotechnical Engineering Technologist	hr					
3.1.3	Registered Professional Geotechnical Engineering Technician	hr					

3.2 Hourly Fee for Normal Services: Includes new projects, refurbishment, renovations and additions to facilities

Services included herein comprises all standard services as Gazetted by the latest applicable ECSA guideline of fees for normal services as outlined in stages 1 - 6 in the guideline, or part thereof including services related to new projects, refurbishment, renovations, alterations and additions to facilities

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
3.2.1	Execution of work in relation to the above: Registered Professional Engineer	hr					
3.2.2	Execution of work in relation to the above: Registered Engineering Technologist	hr					

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
3.2.3	Execution of work in relation to the above: Registered Engineering Technician	hr					

3.3 Technical investigation Reports

Reports will include, as per the Employers requirement and scope of work - site visits, observations, site photos, reporting, recommendations and high level cost estimate, as required for individual works projects, at an hourly rate

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
3.3.1	Execution of work in relation to the above: Registered Professional Engineer	hr					
3.3.2	Execution of work in relation to the above: Registered Engineering Technologist	hr					
3.3.3	Execution of work in relation to the above: Registered Engineering Technician	hr					
3.3.4	Execution of work in relation to the above: Candidate Engineer	hr					

Item No. 4: ELECTRICAL ENGINEERING SERVICES

4.1 Review and take-over

Services included herein is for the review of existing work executed by a professional service provider. It includes reviews of designs, recommendations, findings etc. and includes the compilation of a review report including recommendations.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
4.1.1	Review and Review Report by Registered Professional Engineer	hr					
4.1.2	Review and Review Report by Registered Engineering Technologist	hr					
4.1.3	Review and Review Report by Registered Engineering Technician	hr					

4.2 Hourly Fee for Normal Services: Includes new projects, refurbishment, renovations and additions to facilities

Services included herein comprises all standard services as Gazetted by the latest applicable ECSA guideline of fees for normal services as outlined in stages 1 - 6 in the guideline, or part thereof including services related to new projects, refurbishment, renovations, alterations and additions to facilities

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
4.2.1	Execution of work in relation to the above: Registered Professional Engineer	hr					
4.2.2	Execution of work in relation to the above: Registered Engineering Technologist	hr					
4.2.3	Execution of work in relation to the above: Registered Engineering Technician	hr					
4.2.4	Execution of work in relation to the above: Candidate Engineer	hr					

4.3 Technical investigation Reports

Reports will include, as per the Employers requirement and scope of work - site visits, observations, site photos, reporting, recommendations and high level cost estimate, as required for individual works projects, at an hourly rate

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
4.3.1	Execution of work in relation to the above: Registered Professional Engineer	hr					
4.3.2	Execution of work in relation to the above: Registered Engineering Technologist	hr					
4.3.3	Execution of work in relation to the above: Registered Engineering Technician	hr					
4.3.4	Execution of work in relation to the above: Candidate Engineer	hr					

4.4 Additional Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
4.4.1	Construction Monitoring: Level 1	hr					
4.4.2	Construction Monitoring: Level 2	hr					
4.4.3	Construction Monitoring: Level 3	hr					

Item No. 5: MECHANICAL ENGINEERING SERVICES

5.1 Review and take-over

Services included herein is for the review of existing work executed by a professional service provider. It includes reviews of designs, recommendations, findings etc. and includes the compilation of a review report including recommendations.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
5.1.1	Review and Review Report by Registered Professional Engineer	hr					
5.1.2	Review and Review Report by Registered Engineering Technologist	hr					
5.1.3	Review and Review Report by Registered Engineering Technician	hr					

5.2 Hourly Fee for Normal Services: Includes new projects, refurbishment, renovations and additions to facilities

Services included herein comprises all standard services as Gazetted by the latest applicable ECSA guideline of fees for normal services as outlined in stages 1 - 6 in the guideline, or part thereof including services related to new projects, refurbishment, renovations, alterations and additions to facilities

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
5.2.1	Execution of work in relation to the above: Registered Professional Engineer	hr					
5.2.2	Execution of work in relation to the above: Registered Engineering Technologist	hr					
5.2.3	Execution of work in relation to the above: Registered Engineering Technician	hr					

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
5.2.4	Execution of work in relation to the above: Candidate Engineer	hr					

5.3 Technical investigation Reports

Reports will include, as per the Employers requirement and scope of work - site visits, observations, site photos, reporting, recommendations and high level cost estimate, as required for individual works projects, at an hourly rate

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
5.3.1	Execution of work in relation to the above: Registered Professional Engineer	hr					
5.3.2	Execution of work in relation to the above: Registered Engineering Technologist	hr					
5.3.3	Execution of work in relation to the above: Registered Engineering Technician	hr					
5.3.4	Execution of work in relation to the above: Candidate Engineer	hr					

5.4 Additional Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
5.4.1	Construction Monitoring: Level 1	hr					
5.4.2	Construction Monitoring: Level 2	hr					
5.4.3	Construction Monitoring: Level 3	hr					

Item No. 6: FIRE ENGINEERING SERVICES

6.1 Review and take-over

Services included herein is for the review of existing work executed by a professional service provider. It includes reviews of designs, recommendations, findings etc. and includes the compilation of a review report including recommendations.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
6.1.1	Review and Review Report by Registered Professional Engineer	hr					
6.1.2	Review and Review Report by Registered Engineering Technologist	hr					
6.1.3	Review and Review Report by Registered Engineering Technician	hr					

6.2 Hourly Fee for Normal Services: Includes new projects, refurbishment, renovations and additions to facilities

Services included herein comprises all standard services as Gazetted by the latest applicable ECSA guideline of fees for normal services as outlined in stages 1 - 6 in the guideline, or part thereof including services related to new projects, refurbishment, renovations, alterations and additions to facilities

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
6.2.1	Execution of work in relation to the above: Registered Professional Engineer	hr					

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
6.2.2	Execution of work in relation to the above: Registered Engineering Technologist	hr					
6.2.3	Execution of work in relation to the above: Registered Engineering Technician	hr					
6.2.4	Execution of work in relation to the above: Candidate Engineer	hr					

6.3 Technical investigation Reports

Reports will include, as per the Employers requirement and scope of work - site visits, observations, site photos, reporting, recommendations and high level cost estimate, as required for individual works projects, at an hourly rate

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
6.3.1	Execution of work in relation to the above: Registered Professional Engineer	hr					
6.3.2	Execution of work in relation to the above: Registered Engineering Technologist	hr					
6.3.3	Execution of work in relation to the above: Registered Engineering Technician	hr					
6.3.4	Execution of work in relation to the above: Candidate Engineer	hr					

6.4 Additional Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
6.4.1	Construction Monitoring: Level 1	hr					
6.4.2	Construction Monitoring: Level 2	hr					
6.4.3	Construction Monitoring: Level 3	hr					

Item No. 7: LAND SURVEYING SERVICES

7.1 Review and take-over

Services included herein is for the review of existing work executed by a professional service provider. It includes reviews of designs, recommendations, findings etc. and includes the compilation of a review report including recommendations.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
Provide time-based services on the instruction from the Employer in respect of services required.							
7.1.1	Registered Professional Surveyor	hr					
7.1.2	Registered Survey Technicians	hr					
7.1.3	Office Work / Admin	hr					

7.2 Specialised Work

Services included herein comprises all standard services as Gazetted by the latest applicable ECSA guideline of fees for normal services as outlined in stages 1 - 6 in the guideline, or part thereof including services related to new projects, refurbishment, renovations, alterations and additions to facilities

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
7.2.1	Basic fee for Permanent and other survey control, per control point	each					
7.2.2	Basic fee for Photo Control, for fixing per point	each					
7.2.3	Basic fee for DTM Surveys by Ground Methods, per hectare	each					

Item No. 8: QUANTITY SURVEYING SERVICES

8.1 Provision for Time-Based Services

Provision of services in respect of stages 1 - 6 or part thereof for construction and related works projects

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
Provide time-based services on the instruction from the Employer in respect of services required							
8.1.1	Registered Principal Quantity Surveyor	hr					
8.1.2	Registered Professional Quantity Surveyor	hr					
8.1.3	Registered Candidate Quantity Surveyor	hr					
8.1.4	Administrator	hr					

8.2 Additional Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
8.2.1	Principal Agent	hr					
8.2.2	Principal Consultant	hr					
8.2.3	Project Monitoring	hr					

Item No. 9: CONSTRUCTION PROJECT MANAGEMENT SERVICES

9.1 Provision for Time-Based Services

Provision of services in respect of stages 1 - 6 or part thereof for construction and related works projects

The rate of 9.1.1 in the table below to be used for the appointed Lead consultant

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
Provide time-based services on the instruction from the Employer in respect of services required.							
9.1.1	Registered Professional Construction Project Manager	hr					
9.1.2	Candidate Construction Project Manager	hr					

Item No. 10: OCCUPATIONAL HEALTH & SAFETY SERVICES

10.1 Provision for Time-Based Services

Provision of services in respect of stages 1 - 6 or part thereof for construction and related works projects

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
Provide time-based services of a registered OHS Agent on the instruction from the Employer in respect of services required. Priced rates will be used for all duties or part thereof during project stages 1 - 6 and in line with the Occupational Health and Safety Act and regulations applicable to the project/s							

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
10.1.1	Project value R0 - R500 000	hour					
10.1.2	Project value R500 001 - R3 000 000	hour					
10.1.3	Project value R 3 000 001 - R6 000 000	hour					
10.1.4	Project value R6 000 001 - R8 000 000	hour					
10.1.5	Project value R8 000 001 - R10 000 000	hour					
10.1.6	Project value R10 000 001 - R20 000 001	hour					
10.1.7	Project value R20 000 001 - R60 000 001	hour					
10.1.8	Project value above R60 000 000	hour					

10.2 Additional Services

Provision of services in addition to Item 16.1 standard scope of services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
Provide time-based services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Work:							
10.2.1	Registered Occupational Health & Safety Agent	hr					

Item No. 11: ARCHITECTURAL SERVICES

11.1 Review and take-over

Provision of services in respect of stages 1 - 6 or part thereof for construction and related works projects

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
Services included herein is for the review of existing work executed by a professional service provider. It includes reviews of designs, recommendations, findings etc. and includes the compilation of a review report including recommendations.							
11.1.1	Review and Review Report by Registered Professional Architect						
11.1.1.1	Low Complexity Projects	hr					
11.1.1.2	Medium Complexity Projects	hr					
11.1.1.3	High Complexity Projects	hr					
11.1.2	Review and Review Report by Registered Architectural Technologist						
11.1.2.1	Low Complexity Projects	hr					
11.1.2.2	Medium Complexity Projects	hr					
11.1.2.3	High Complexity Projects	hr					

11.2 Hourly Fee for Normal Services: Includes new projects, refurbishment, renovations and additions to facilities

Services included herein comprises all standard services as Gazetted by the latest applicable SACAP guideline of fees for normal services as outlined in stages 1 - 6 in the guideline, or part thereof including services related to new projects, refurbishment, renovations, alterations and additions to facilities. This will potentially include the duties of a Principle Agent as well.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
Services included herein is for the review of existing work executed by a professional service provider. It includes reviews of designs, recommendations, findings etc. and includes the compilation of a review report including recommendations.							
11.2.1	Execution of work in relation to the above:: Registered Professional Architect						
11.2.1.1	Low Complexity Projects	hr					
11.2.1.2	Medium Complexity Projects	hr					
11.2.1.3	High Complexity Projects	hr					

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
11.2.2	Execution of work by Registered Architectural Technologist						
11.2.2.1	Low Complexity Projects	hr					
11.2.2.2	Medium Complexity Projects	hr					
11.2.2.3	High Complexity Projects	hr					
11.2.3	Execution of work in relation to the above: Candidate Architect	hr					
11.2.4	Execution of work in relation to the above: Candidate Architectural Technologist	hr					

11.3 Technical investigation Report Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
11.3.1	Execution of work in relation to the above: Registered Professional Architect	hr					
11.3.2	Execution of work in relation to the above: Registered Architectural Technologist	hr					
11.3.3	Execution of work in relation to the above: Candidate Architect	hr					
11.3.4	Execution of work in relation to the above: Candidate Architectural Technologist						

11.4 Additional Services

Provision of time based services for additional services as requested by Employer, including special design services, special management services, special studies, special submissions to statutory authorities, work on existing premises, other services as outlined in the Scope of Work.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
11.4.1	Execution of work in relation to the above: Registered Professional Architect	hr					
11.4.2	Execution of work in relation to the above: Registered Architectural Technologist	hr					
11.4.3	Execution of work in relation to the above: Candidate Architect	hr					
11.4.4	Execution of work in relation to the above: Candidate Architectural Technologist	hr					
11.4.5	Special Inspections (Clerk of Works)	hr					
11.4.6	Draughtsman: 1 - 5 years experience	hr					
11.4.7	Draughtsman: 6 or more years experience	hr					

Item No. 12: HERITAGE ARCHITECT

12.1 Review and take-over

Services included herein is for the review of existing work executed by a professional service provider. It includes reviews of designs, recommendations, findings etc. and includes the compilation of a review report including recommendations.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
12.1.1	Review and Review Report by Registered Professional Heritage Architect						
12.1.1.1	Low Complexity Projects	hr					
12.1.1.2	Medium Complexity Projects	hr					
12.1.1.3	High Complexity Projects	hr					

12.2 Hourly Fee for Normal Services: Includes new projects, refurbishment, renovations and additions to facilities

Services included herein comprises all standard services as Gazetted by the latest applicable SACAP guideline of fees for normal services as outlined in stages 1 - 6 in the guideline, or part thereof including services related to new projects, refurbishment, renovations, alterations and additions to facilities. This will potentially include the duties of a Principle Agent as well.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
12.2.1	Execution of work in relation to the above: Registered Professional Heritage Architect						
12.2.1.1	Low Complexity Projects	hr					
12.2.1.2	Medium Complexity Projects	hr					
12.2.1.3	High Complexity Projects	hr					

12.3 Technical investigation Report Services

Reports will include, as per the Employers requirement and scope of work - site visits, observations, site photos, reporting, recommendations and high level cost estimate, as required for individual works projects, at an hourly rate.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
12.3.1	Execution of work in relation to the above: Registered Professional Heritage Architect	hr					

12.4 Additional Services

Provision of time based services for additional services as requested by Employer, including special design services, special management services, special studies, special submissions to statutory authorities, work on existing premises, other services as outlined in the Scope of Work.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
12.4.1	Execution of work in relation to the above: Registered Professional Architect	hr					
12.4.2	Special Inspections (Clerk of Works)	hr					
12.4.3	Accredited Professional Heritage Practitioner	hr					

Item No. 13: LANDSCAPE ARCHITECT

13.1 Review and take-over

Services included herein is for the review of existing work executed by a professional service provider. It includes reviews of designs, recommendations, findings etc. and includes the compilation of a review report including recommendations.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
13.1.1	Review and Review Report by Registered Principal Landscape Architect not >7 years experience	hr					
13.1.2	Review and Review Report by Registered Principal Landscape Architect not <7 years experience	hr					

13.2 Hourly Fee for Normal Services: Includes new projects, refurbishment, renovations and additions to facilities

Services included herein comprises all standard services as Gazetted by the latest applicable ECSA guideline of fees for normal services as outlined in stages 1 - 6 in the guideline, or part thereof including services related to new projects, refurbishment, renovations, alterations and additions to facilities

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
13.2.1	Execution of work in relation to the above: Professional Landscape Architect (NQF 9)	hr					
13.2.2	Execution of work in relation to the above: Professional Senior Landscape Architectural Technologist (NQF 8)	hr					
13.2.3	Execution of work in relation to the above: Professional Landscape Architectural Technologist (NQF 7)	hr					
13.2.4	Execution of work in relation to the above: Professional Landscape Architectural Technician (NQF 6)	hr					

13.3 Services for Categories of Work

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
13.3.1	Environmental Management						
13.3.1.1	Execution of work in relation to the above: Professional Landscape Architect (NQF 9)	hr					
13.3.1.2	Execution of work in relation to the above: Professional Senior Landscape Architectural Technologist (NQF 8)	hr					
13.3.1.3	Execution of work in relation to the above: Professional Landscape Architectural Technologist (NQF 7)	hr					
13.3.1.4	Execution of work in relation to the above: Professional Landscape Architectural Technician (NQF 6)	hr					
13.3.2	Ecological Analysis and Planning						
13.3.2.1	Execution of work in relation to the above: Professional Landscape Architect (NQF 9)	hr					
13.3.2.2	Execution of work in relation to the above: Professional Senior Landscape Architectural Technologist (NQF 8)	hr					
13.3.2.3	Execution of work in relation to the above: Professional Landscape Architectural Technologist (NQF 7)						
13.3.2.4	Execution of work in relation to the above: Professional Landscape Architectural Technician (NQF 6)						
13.3.3	Site Selection						
13.3.3.1	Execution of work in relation to the above: Professional Landscape Architect (NQF 9)	hr					

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
13.3..3.2	Execution of work in relation to the above: Professional Senior Landscape Architectural Technologist (NQF 8)	hr					
13.3..3.3	Execution of work in relation to the above: Professional Landscape Architectural Technologist (NQF 7)	hr					
13.3..3.4	Execution of work in relation to the above: Professional Landscape Architectural Technician (NQF 6)	hr					
13.3.4	Planning and Supervision of Development Plans including: Landscape Masterplans, Site Needs Analysis, Plans, Drawings, Specifications, Bills of Quantities, Contract Documentation and Supervision						
13.3.4.1	Execution of work in relation to the above: Professional Landscape Architect (NQF 9)	hr					
13.3.4.2	Execution of work in relation to the above: Professional Senior Landscape Architectural Technologist (NQF 8)	hr					
13.3.4.3	Execution of work in relation to the above: Professional Landscape Architectural Technologist (NQF 7)	hr					
13.3.4.4	Execution of work in relation to the above: Professional Landscape Architectural Technician (NQF 6)	hr					

Item No. 14: CONVEYANCING SERVICES

14.1 Provision of Time Based Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
11.1.1.1	Conveyancer Attorney	hr					
11.1.1.2	Conveyancer Attorney Assistant	hr					

Item No. 15: PUBLIC FACILITATOR/ CONSULTATION SPECIALIST SERVICES

15.1 Provision of Time Based Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
Provide time-based services on the instruction from the Employer in respect of services required.							
15.1.1	Public Facilitator/Consultation Specialist	hr					

Item No. 16: INTERIOR DESIGNER SERVICES

16.1 Provision of Time Based Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
Provide time-based services on the instruction from the Employer in respect of services required.							
16.1.1	Professional Interior Designer	hr					

Item No. 17: ENVIRONMENTAL ASSESSMENT PRACTITIONER**17.1 Provision of Time Based Services**

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
Provide time-based services on the instruction from the Employer in respect of services required.							
17.1.1	Professional Environmental Assessment Practitioner	hr					
17.1.2	Candidate Environmental Assessment Practitioner						

Item No. 18: RECOVERABLE EXPENSES

Recoverable Expenses shall apply for each discipline of work required by the Employer

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5	
18.1	Printing and photocopying: Grey Scale							
18.1.1	Size A0	each						
18.1.2	Size A1	each						
18.1.3	Size A2	each						
18.1.4	Size A3	each						
18.1.5	Printing / copying: size A4 (reports & tender documents only) per page	each						
18.2	Printing and photocopying: Colour							
18.2.1	Size A0	each						
18.2.2	Size A1	each						
18.2.3	Size A2	each						
18.2.4	Size A3	each						
18.2.5	Printing / copying: size A4 (reports & tender documents only) per page	each						
18.2.6	Compilation and binding of reports / tender documents, etc. using coil binding with a back board and transparent front cover, per document	each						
18.2.7	Compilation and binding of reports / tender documents, etc. using metal split grip binders/paper fasteners with a back board and transparent front cover, per document	each						
Travelling								
18.2.8	Recoverable expenses in respect of traveling distance per km, subject to annual escalation.	km	As per agreed tariffs approved by COCT					

DECLARATION (In respect of completeness of Tender)

City of Cape Town
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN

I, the undersigned, do hereby declare that the above is a properly priced Schedule of Rates forming part of this Contract Document upon which my/our tender for Tender No. **171C/2022/23: PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY** has been based. If I/we have submitted a printed version of Schedule of Rates, 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 C.3.2 in Part T1.2 Tender Data.

SIGNATURE OF TENDERER/S

DATE

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T2.2 Returnable Schedules

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SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.	
Section 1: Name of enterprise:	
Section 2: VAT registration number, if any:	
Section 2a: National Treasury Central Supplier Database registration number:	
Section 2b: SARS Tax Compliance Status PIN:	
Section 3: cidb registration number, if any:	
Section 4: Particulars of sole proprietors and partners in partnerships	
* 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	
Close corporation number	
Tax reference number	
Section 6: Foreign Bidding Suppliers	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	
a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Does the tenderer have a permanent establishment in the Republic of South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) Does the tenderer have any source of income in the Republic of South Africa?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY**SCHEDULE 2: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting this tender for Contract No **171C/2022/23: PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY** in response to the invitation for the tender made by the City of Cape Town, do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Tenderer)

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

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

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

.....
Signature

.....
Date

.....
Name

.....
Position

CITY OF CAPE TOWN

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SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner 1		Signature..... Name..... Designation.....
Lead partner 2		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note :

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer/Contractor

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

- 1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 of higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
- 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 3.1 Full Name of tenderer or his or her representative:.....
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
- 3.4 Company or Close Corporation Registration Number:
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
 -
- 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 -
 -
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars

.....

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

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.

.....

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

3.14.1 If yes, furnish particulars:

.....

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars

3.16 Do you have any employees who was in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

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

Signature

Date

Name (PRINT)

(For and on behalf of the tenderer, duly authorised)

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
- (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) an executive member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

The tenderer:

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

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

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

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

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

Date

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SCHEDULE 7: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION

Declaration in respect of labour legislation

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

SIGNED ON BEHALF OF TENDERER:

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

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

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

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SCHEDULE 9: CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE

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

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

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

SIGNED ON BEHALF OF TENDERER:.....

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SCHEDULE 10: SCHEDULE OF WORK EXPERIENCE OF TENDERER

WORK EXPERIENCE (other than to an Organ of State)				
TITLE OF PROJECT	VALUE OF CONTRACT	EMPLOYER	DATE STARTED	DATE COMPLETED

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SCHEDULE 11: KEY PERSONNEL

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project. The curriculum vitae of all key personnel (including consultants and sub-consultants must highlight the relevant experience as indicated in clause C.2.1.4.2), along with the signed undertakings where relevant, must be submitted with the tender submission and appended to Schedule 11 or within 7 (seven) days of the Employer's written request thereof.

These personnel identified, will be the key personnel that will be called upon for each project. 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.

Please note that the proposed Project Lead (X2) is to be identified in the table below, these are to be identified from Civil Engineer, Structural Engineer or Construction Project Manager.

KEY PERSONNEL:

A) STRUCTURAL ENGINEER (Pr ENG)/ PROFESSIONAL ENGINEERING TECHNOLOGIST (Pr TECH ENG)			
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.
B) CIVIL ENGINEER (Pr ENG) / PROFESSIONAL ENGINEERING TECHNOLOGIST (Pr TECH ENG)			
NAME	JOB TITLE	QUALIFICATIONS	SACAP REGISTRATION NO.
C) ELECTRICAL ENGINEER (Pr ENG)/ STRUCTURAL ENGINEERING TECHNOLOGIST (Pr TECH ENG)			
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.

D) MECHANICAL ENGINEER (Pr ENG)/ CIVIL ENGINEERING TECHNOLOGIST (Pr TECH ENG)

NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.

E) QUANTITY SURVEYOR PROFESSIONAL LAND SURVEYOR (Pr QS)

NAME	JOB TITLE	QUALIFICATIONS	SA COUNCIL FOR THE QUANTITY SURVEYING PROFESSION (SACQSP)

F) CONSTRUCTION PROJECT MANAGER (Pr CPM)

NAME	JOB TITLE	QUALIFICATIONS	South African Council for the Project and Construction Management Professions (SACPCMP).

G) ARCHITECT

NAME	JOB TITLE	QUALIFICATIONS	Professional Architect (Pr.Arch) or professional Architectural Technologist (Pr.ArchTech) registered with SACAP

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 12: SUPPORT RESOURCES

Not Applicable

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SCHEDULE 13: PROFESSIONAL INDEMNITY INSURANCE

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

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

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 14A: KEY PERSONNEL EXPERIENCE

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

STRUCTURAL ENGINEER			
NAME	JOB TITLE	QUALIFICATIONS	NO. OF YEARS SPECIFIED EXPERIENCE
CIVIL ENGINEER			
NAME	JOB TITLE	QUALIFICATIONS	NO. OF YEARS SPECIFIED EXPERIENCE
STRUCTURAL ENGINEER			
NAME	JOB TITLE	QUALIFICATIONS	NO. OF YEARS SPECIFIED EXPERIENCE
MECHANICAL ENGINEER			
NAME	JOB TITLE	QUALIFICATIONS	NO. OF YEARS SPECIFIED EXPERIENCE
QUANTITY SURVEYOR			
NAME	JOB TITLE	QUALIFICATIONS	NO. OF YEARS SPECIFIED EXPERIENCE
CONSTRUCTION PROJECT MANAGER			
NAME	JOB TITLE	QUALIFICATIONS	NO. OF YEARS SPECIFIED EXPERIENCE

ARCHITECT			
NAME	JOB TITLE	QUALIFICATIONS	NO. OF YEARS SPECIFIED EXPERIENCE

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 14: FUNCTIONALITY CRITERIA

SCHEDULE 14B: TRACK RECORD OF TENDERER

The tenderer is referred to the appropriate clause(s) C2.1.4.6 on pages 11 & 12 of the Tender Data and shall indicate on the schedule below all industrial building projects that have been successfully completed in their **local office**, in the past 8 years and those that are underway at present. Tenderers should, in particular, draw attention to those projects which have involved safety and security building related projects but not limited to.

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary). The mechanised waste /materials handling requirements in respect of track record will, however, be applied to the partner that will undertake the plant design.

TRACK RECORD			
TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	START AND STOP DATE COMPLETED

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SCHEDULE 15: PROPOSED WORK PLAN

Not Applicable

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SCHEDULE 16: CONFIRMATION OF REGISTRATION / ACCREDITATION

See Schedule 11

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SCHEDULE 17: OTHER CRITERIA

NOT APPLICABLE

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

KEY PERSONEL		
Service	Personnel Required	Number of personnel required
Geotechnical Engineer	The required personnel must be a professionally registered Civil Engineer or Civil Engineering Technologist (Pr. Eng or Pr.Tech Eng) registered with the Engineering Council of South Africa (ECSA)	1
Fire Engineer / Fire Safety Specialist	The required personnel must be a Professional Engineer (Pr. Eng) or professional Engineering Technologist (Pr.Tech Eng) registered with the Engineering Council of South Africa (ECSA)	2
Land Surveying	The required personnel must be a registered Professional Land Surveyor with the South African Geomatics Council (SAGC), previously known as South African Council for Professional and Technical Surveyors - PLATO.	1
Heritage Architect	The required personnel must be a professional Architect (Pr.Arch) or professional Architectural Technologist (Pr.ArchTech) registered with SACAP.	1
Landscape Architect	The required personnel must be a registered professional Landscape Architect Registered as such with the South African Council for the Landscape Architectural Profession (SACLAP)	1
Conveyancing Attorney	An admitted attorney who is a licensed conveyancer with 5 years post licensing experience working as a conveyancing attorney	1
Public Participation Facilitator	The required personnel must display at least 7 years demonstrable recent experience in public relations and facilitation.	1
Interior Designer	The required personnel must display the necessary competencies and at least 5 (five) years verifiable experience in Interior Design.	2
Environmental Assessment Practitioner	A registered professional with the Certification Board for Environmental Assessment Practitioners of South Africa (EAPASA), or meeting the requirements of the Environmental Assessment Practitioners Association of South Africa.	1

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 19: SCHEDULE OF SUB-CONTRACTORS

Not Applicable

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 20: PROPOSED DEVIATIONS AND QUALIFICATIONS BY TENDERER

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

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

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

PAGE	CLAUSE OR ITEM	PROPOSAL

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

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 21 : RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 22 : PRICE BASIS FOR IMPORTED RESOURCES

Not Applicable

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SCHEDULE 23: PREFERENCE SCHEDULE TO BE USED IN TERMS OF THE AMENDED CODES FOR MEASURING BROAD-BASED BLACK ECONOMIC EMPOWERMENT IN THE CONSTRUCTION SECTOR (2017)

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	Points
PRICE 90	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR 10	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "price" includes all applicable taxes less all unconditional discounts;

(h) "proof of B-BBEE status level of contributor" means:

- 1) B-BBEE Status level certificate issued by an authorized body or person;
- 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT (NOT APPLICABLE)

4.3 POINTS AWARDED FOR PRICE (NOT APPLICABLE)

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-Compliant Contributor	0

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?
(Tick applicable box)

Yes		No	
-----	--	----	--

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

Yes		No	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm:.....

VAT registration number:.....

Company registration number:.....

TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [Tick applicable box]

MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

Total number of years the company/firm has been in business:.....

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.**

Signature

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

Date

For official use.		
SIGNATURE OF CITY OFFICIALS AT TENDER OPENING		
1.	2.	3.

CITY OF CAPE TOWN

Safety & Security

CONTRACT NO. 171C/2022/23

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

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

Not applicable

CITY OF CAPE TOWN

Safety & Security

CONTRACT NO. 171C/2022/23

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

SCHEDULE 25: INFORMATION TO BE PROVIDED WITH THE TENDER

The following information must be provided with the Tender:

- Curriculum Vitae of all Key Personnel identified in Schedule 11.
- Proof of registration with the relevant accredited professional body specified in the responsiveness criteria, Clause C.2.1.4.2
- Proof of qualifications and/or certification as required in terms of clause C.2.1.4.2
- No of years of Experience
- Verifiable references with project start & end dates, month & yr.

SIGNED ON BEHALF OF TENDERER:

TENDER NO. 171C/2022/23

SCM - 515 | Approved by Branch Manager: 03/04/2020

Version: 4

Page 96 of 139

CONTRACT DOCUMENT

FOR THE

**PERIOD TENDER FOR THE PROVISION OF
PROFESSIONAL SERVICES RELATED TO
PLANNING, EXECUTION AND MONITORING OF
VARIOUS PROJECTS FOR DEPARTMENTS
FALLING UNDER SAFETY AND SECURITY**

VOLUME 3: DRAFT CONTRACT

ISSUED BY:
Executive Director: SAFETY & SECURITY : PMO CITY OF CAPE TOWN Tower Block, Civic Centre 12 Hertzog Boulevard CAPE TOWN 8001

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

OCTOBER 2013

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTITY	
NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause C.2.12)	
Alternative Offer (see clause C.2.12)	

FILE REFERENCE NO:

Part C1: Agreements and Contract Data

	Pages
C1.2 Contract Data (data provided by the Employer)	98 - 107
C1.3 Occupational Health and Safety Agreement	108
C1.4 Insurance Broker's Warranty	109

CITY OF CAPE TOWN**Safety & Security****CONTRACT NO. 171C/2022/23****PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY****C1.2 Contract Data****Part 1: Contract Data provided by the Employer****GENERAL CONDITIONS OF CONTRACT**

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

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

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

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

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

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

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

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

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

Periods of performance will be specific to a works project and programme.

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

The project is the **PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY**

*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.

*Delete the definition of **Services** and replace with the following:*

The work to be performed by the Service Provider based upon the relevant scope of construction works as described in the Scope of Work.

*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).

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

Add the following definition:

Intellectual Property

Any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

Clause 3

*Delete the heading and replace with "**Governing law and policies**"*

Add the following after clause 3.1

Clause 3.2

- a) The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- b) Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other remedies available to it as described in the SCM Policy.

Clause 3.2

- a) The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- b) Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other remedies available to it as described in the SCM Policy.

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 Manager: **SAFETY & SECURITY: PMO**

The address for receipt of communications is:

Telephone: (021) 597 5172

Facsimile:

E-mail: adiel.albertyn@capetown.gov.za

Postal Address: PO Box 298
CAPE TOWN
8000Physical Address: Goodwood Fire Station
Corner Hugo & Fransie van Zyl
Goodwood
7501**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 **OFFICE** of the service provider, together with the site of the proposed new projects situated within the City of Cape Town Municipal area. Key personnel will be expected to work out of the local office as the exigencies of this contract require. The address of the local office will be that as indicated on Schedule 1, Part T2.2: Returnable Schedules, and which will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission

Clause 3.9.1:*Add the following after f):*

- g) a change in the cost of the construction works applicable to the services

Clause 3.9.2:

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

Add the following at the end of the clause:

Should any of the event described in clause 3.9.1 occur, the professional fees and disbursement may be adjusted in a fair and reasonable manner. The Service Provider shall, however, not be entitled to an adjustment to the extent that the variation is due to the negligence or default of the Service Provider. The Service Provider is required to provide all necessary substantiating documents required by the employer to evaluate the request for variation.

Clause 3.9.3:*Delete the clause and replace with the following:*

The Employer shall assess the changes to the Contract Price proposed by the Service Provider on any fair and reasonable basis. The Employer may assess these changes on the effect of the event on the Services based on the time-based fees as stated in the Pricing Data.

Clause 3.9.2:

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

Clause 3.9.3:*Add the following:*

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

Clause 3.12*Delete the heading and replace with "Penalties and fines"***Clause 3.12.1**

Failure to meet deliverable or milestone date (as defined in the agreed Works Project proposal):
 Failure to adhere to timeframes without valid agreed upon reasons will result in the implementation of penalties.
 • The penalty amount per day for each deliverable/milestone is 0.5% of the total fee, imposed for each day that a deliverable/milestone runs beyond the agreed dates outlined within the Works Project.
 • A deliverable/milestone that is more than 14 days late will result in the issuing of a Breach Notice which will require the matter to be remedied within 14 days or such time as agreed to by the Employer.
 • If the matter is not resolved within 14 days (or such time as agreed to by the Employer) of the issuing of the Breach Notice, the Employer may terminate the contract in terms of Clause 8.4.1 (c) of the Contract Data and engage the Standby service provider to undertake the work.
Add the following after 3.12.2

Clause 3.12.3

The Employer may impose the following additional penalties or fines:

- a) Penalties for breach of conditions of granting preferences in terms of the **Preference Schedule**.
- b) Penalties for failure to meet targeted labour and local enterprises contract participation goals (if applicable)
- c) Any other fines or penalties levied in accordance with any of the specifications.

Clause 3.15.1:

Add the following:

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

Clause 3.16.2:

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

Add the following:

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

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

Add the following clause after clause 3.16

3.17.1 General

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

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

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

3.17.2 Variations in Rates of Exchange

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

- (a) The Tenderer shall have completed the schedule titled **Price Basis for Imported Resources** for all imported resources intended to be subject to variations in rates of exchange, subject to the following:
 - i. the value in foreign currency inserted in column (A) shall be subject to Clause 3.17.2 (e) when recalculating the Rand value,
 - ii. the rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, Nedbank, on the Base Date, rounded to the second decimal place, subject to sub-paragraph iii. below,
 - iii. if the rate of exchange inserted by the Tenderer differs from the Nedbank rate referred to above, then the Nedbank rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Pricing Schedule for the relevant items, and

- iv. if a quotation from a supplier or sub-contractor provides for variations in rates of exchange, the Service Provider may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (b) below.
- (b) The Service Provider (or supplier or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported resources inserted by the Tenderer in the schedule titled **Price Basis for Imported Resources**.
- (c) When the Service Provider (or supplier or sub-contractor) so obtains forward cover, the Service Provider shall immediately notify the Employer of the rate obtained and furnish the Employer with a copy of the foreign exchange contract note.
- (d) Based on the evidence provided in sub-paragraph (c) above, the value in Rand inserted in column (C) of the schedule titled **Price Basis for Imported Resources** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in Clause 3.17.5 shall be adjusted accordingly, subject to sub-paragraph (e) below.
- (e) The adjustments shall be calculated upon the value in foreign currency in the Service Provider's (or supplier's or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled **Price Basis for Imported Resources**, then the value in column (A) shall be used.

3.17.3 Variations in Customs Surcharge and Customs Duty

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

3.17.4 Value of Imported resources at Base Date

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

3.17.5 Variation in labour and material costs of imported resources

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

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

Clause 4.7:

Add the following:

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

Clause 5.4.1:

Add the following:

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

- a) Professional Indemnity (PI) insurance providing cover in an amount of not less than R5 000 000 in respect of each and every claim during the period of insurance. Where the entity tendering is a joint venture then the

value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.

- b) Public Liability insurance with a limit of indemnity of not less than R20 000 000 for any single claim, the number of claims to be unlimited during the contract period.
- c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

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

Clause 5.4.2

Add the following:

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

Add the following clause after Clause 5.4.2:

5.4.3 The Service Provider shall maintain the insurance 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) The exercising of any discretion in terms of any terms and conditions in this contract, that results in the utilisation of any of the contingency allowance, increasing the contract value or awarding any additional time as detailed in the relevant contract conditions.
- e) Permitting advance payment for items not listed in the Advance Payment Schedule.
- f) Nominating the Employer's Agent Representative.
- g) Delegation of Employer's Agent authority in terms.
- h) Granting permission to work during non-working times.
- i) Suspend the progress of the works.
- j) The issuing of an instruction to accelerate progress.

Clause 6.4:

Add the following clause after Clause 6.3:

6.4 Conflict of interest

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

Clause 7.1.2

Add the following:

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

Clause 7.2.1:

Add the following:

The Service Provider shall provide appropriate Personnel for such time periods as required and shall enter all data pertaining to Personnel and Key Persons on the Personnel Schedule (comprised of Schedules 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;
- g) if the Service Provider has committed a corrupt or fraudulent act during the tender process or the execution of the Contract;

- h) if the Service Provider has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract;
- i) if a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its SCM Policy; or
- j) The implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
 - (i) reports of poor governance and/or unethical behaviour;
 - (ii) association with known family of notorious individuals;
 - (iii) poor performance issues, known to the Employer;
 - (iv) negative social media reports; or
 - (v) adverse assurance (e.g. due diligence) report outcomes.;

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.

Add the following after clause 8.4.5:

Clause 8.4.6

In addition to anything else contained in this contract, the Employer may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated in instances where the Service Provider has been liquidated:

- a) accept a contractor's proposal (via the trustee / liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- b) terminate the contract, as the liquidator proposed contractor is deemed unacceptable to the employer, at any time by giving written notice to the contractor (via the trustee / liquidator).

Clause 9:

Delete the clause and replace with the following:

- 9.1 The Service Provider acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 9.2 The Service Provider hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 9.3 The Service Provider shall, and warrants that it shall:
 - 9.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
 - 9.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the Service Provider produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
 - 9.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
 - 9.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer's Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the Service Provider from time to time;

- 9.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 9.3.1 to 9.3.3 above;
- unless the Employer expressly agrees thereto in writing after obtaining due internal authority.
- 9.4 The Service Provider represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Service Provider of any third party's Intellectual Property rights.
- 9.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the Service Provider and no copies thereof shall be retained by the Service Provider unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.
- 9.6 Copyright of all documents prepared for the project, and the patent rights or ownership in any plant, machine, item, system or process designed or devised, shall be vested with the Employer. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.
- 9.7 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.
- 9.8 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

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 / adjudication**.

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 12.3.3:

In the event that the parties fail to agree on an adjudicator, the adjudicator is nominated by the **President of the South African Institution of Civil Engineering**.

Clause 13.1:*Add the following clause after Clause 13.1.3:*

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

An agreement is included in the Contract Document (C1.3 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner

(if not insured with a licenced compensation insurer) within fourteen (14) days of the Start Date. The Service Provider shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

Clause 13.4:

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

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

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

Clause 13.7.3:

Add the following clause after Clause 13.7.2:

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

Clause 14.5:

Add the following new clause after Clauses 14.4:

Clause 14.5: Tax Invoices

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

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

Clause 14.6: More frequent payments

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

Clause 15:

Add the following:

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

Part 2: Data provided by the Service Provider

The **Service Provider** is:

Postal Address:

.....

Physical Address:

.....

Telephone:

Facsimile:

Email:.....

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

Name:

The address for receipt of communication is:

Address:

.....

Telephone:

Facsimile:

Email:.....

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

Safety & Security

CONTRACT NO. 171C/2022/23

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

C1.3 Occupational Health and Safety Agreement

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

..... ,
(Service Provider/Mandatary/Company/CC Name)

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed aton the.....day of.....20....

Witness

Mandatary

Signed at on the.....day of.....20

Witness

for and on behalf of
City of Cape Town

CITY OF CAPE TOWN

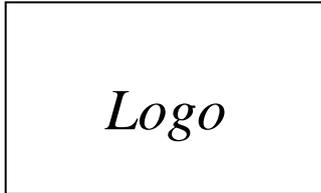
Safety & Security

CONTRACT NO. 171C/2022/23

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

C1.4 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

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

Dear Sir

CONTRACT NO.: 171C/2022/23

CONTRACT TITLE: PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

NAME OF CONTRACTOR: _____

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

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

Yours faithfully

Signed: _____

For: _____

Part C2: Pricing Data

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CITY OF CAPE TOWN

Safety & Security

CONTRACT NO. 171C/2022/23

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

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

Unit:	The unit of measurement for each item of work.
Rate:	The agreed payment per unit of measurement.
3. A rate, sum, and/or price as applicable, is to be entered against each item in the Schedule of Rates. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
4. The rates, sums, and prices in the Schedule of Rates 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, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. The rates, sums and prices rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
5. The categories of persons in respect of time-based fee rates for professional services shall be as defined in the relevant guideline scope(s) of services (as referenced in the Specifications).
6. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Schedule of Rates. This provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.
7. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.

8. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
9. Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km.
10. The per kilometer rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. This rate is currently **R3.82/km** (excluding VAT).
11. Tenderers are to note that the planning for this contract is based on a three-year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
12. All charges in respect of attendance at meetings and the provision of secretarial services, shall be included in the tendered rates.
13. Tenderers are to note that the planning for this contract is based on a three-year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
14. All charges in respect of attendance at meetings and the provision of secretarial services, shall be included in the tendered basic fee for normal services.
15. Estimated timeframes for works projects to be executed under this contract are as follows which may be taken into account when tendering rates for Occupational Health and Safety:

Item No.	Activity Description	Estimated Project Duration
16.1.1	Project value R0 - R500 000	1-2 months
16.1.2	Project value R500 001 - R3 000 000	2-4 months
16.1.3	Project value R 3 000 001 - R6 000 000	4-6 months
16.1.4	Project value R6 000 001 - R8 000 000	6-8 months
16.1.5	Project value R8 000 001 - R10 000 000	8-10 months
16.1.6	Project value R10 000 001 - R20 000 001	10-18 months
16.1.7	Project value R20 000 001 - R60 000 001	18-24 months
16.1.8	Project value above R60 000 000	24 months plus

Part C3: Scope of Work

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CITY OF CAPE TOWN

Safety & Security

CONTRACT NO. 171C/2022/23

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

C3.1 Scope of Work

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1. INTRODUCTION

The Safety & Security Department within the City of Cape Town requires the appointment of a multi-disciplinary team to successfully undertake the planning and implementation of projects of various sizes and cost magnitude for the various directorates. The types of projects to be undertaken will be for Law Enforcement, Traffic, Metro Police, Disaster Risk Management, Fire & Rescue, Events & EPIC but not limited to. The proposed projects is to be identified over the 5 year period of appointment and is to be completed within the required timeframes and financial years. All projects to be implemented to the highest quality and to adhere to all relevant regulations and legislative requirements. Projects for implementation will only be based within the City Metropole borders.

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, 56 of 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for Contract No **PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY** which will be evaluated using a financial offer and preferences based system as described in the tender data.

2. BACKGROUND

Safety & Security is made up of 7 departments, namely Traffic, Law Enforcement, Metro Police, Fire & Rescue, Disaster Risk Management, Events & EPIC. Each department is custodian to various properties that require repairs, renovations, alterations and additions from time to time. These properties are located in all areas of the City of Cape Town Municipality. In addition, from time to time, new developments may be required. A need has been identified for professional service providers across all departments within the City of Cape Town and as the City gears toward Strategic Procurement, the need for tenders to be utilised by all City of Cape Town departments has been resolved. This tender will therefore be utilised primarily by Safety & Security, but will also be available for use by all other departments within the City of Cape Town, following an approval process.

3. EMPLOYER'S OBJECTIVE

The employer's objective is to implement new developments and repairs, renovations, alterations and additions from time to time on some of the properties under its custodianship across all Directorates within the City of Cape Town. Various studies and investigations as required by the Employer will also be undertaken under this contract as required. These may include area-based studies according to identified area boundaries of this contract as well as city-wide studies and investigations. These properties are located in all areas of the City of Cape Town Municipality. In order to design, procure and manage these projects the Employer requires various professional services to be provided.

The Employers objective is to address all the needs on as many facilities and properties under the custodianship of the Safety & Security within the City of Cape Town that may be accommodated within the contract period, which will not exceed 60 months. This may be one of, or a combination of the following:

- Repairs
- Renovations
- Alterations
- Upgrades
- Additions
- New developments
- Studies and investigations
- Monitoring

The scope of work for individual projects will be outlined by individually appointed Project Managers within the City of Cape Town. Projects executed under this contract may not require the services of all key personnel and/or disciplines. Professionals required will be identified within the individual project briefs and scopes of work.

4. DESCRIPTION OF THE SERVICES REQUIRED

All services are to be provided on hourly rates basis for both normal services and additional time related services. The Employer reserves the right to request all supporting documentation from the tenderer at contract stage, substantiating various works project quotation amounts. The Service Provider is required To provide the following services:

4.1 City-wide Works Projects

Where the project entails work across the City the Employer/Employers Representatives will call for the appointed service providers to provide quotations for the project brief and scope of work, given at a briefing meeting where they are afforded the opportunity to provide a quotation based on the requirements of the project to be undertaken based on the approved rates tendered The quotations will be evaluated and approved by the contract manager before works are to be implemented.

4.2 Administrative Services

These services include all admin functions that do not fall within the duties of the professional service providers as per the applicable gazetted guidelines of fees. Duties shall include, but not be limited to taking minutes, checking and verifying information etc. Administration functions will be solely called upon by the Employer/ Employers representatives in accordance with the project requirements.

4.3 Review and Takeover

This item shall apply to projects that have already commenced and undertaken by professionals other than those appointed on this tender. The purpose of this item is to determine whether the appointed service providers will further proceed with work previously done. Professional service providers will be required to review the work previously done by the Employer/Employers representatives or previously appointed professionals to confirm correctness of designs, specifications etc. in accordance with applicable standards and project requirements.

The professional service provider will compile a report after conducting a thorough review, detailing whether the items of work reviewed meet the correct standards, whether designs are structurally sound etc. A report detailing the outcome shall be compiled. The service provider may then have the option of continuing with the work as per the team of key personnel identified in the tender or alternatively appoint the original service providers as sub-consultants to continue with the project. The professional indemnity of the appointed service provider/s in accordance with this tender shall remain in place for the duration of the contract.

4.4.1 Transfer of Skills

Where required, the Employer/ Client may request a plan for transfer of skill. This may be in the form of nominated employees being trained in various programmes used on the works project electronically, or on site skills transfer. The Employer and Service provider may compile a proposal or skills transfer plan with objective measurable outputs and will be remunerated in accordance with the applicable Activity and associated hourly rate as set out in the Schedule of Rates.

Service Enquiries/Wayleave Applications

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

4.5 Engineering Services

NOTE TO TENDERERS: The document refers to rates based fees at an hourly rate for the planning and implementation of all proposed projects. The context merely outline the general duties, roles and responsibilities that may be executed in terms of the respective guidelines of fees. However, for the application of this tender, all work – Normal Services and Additional work etc., will be executed using the hourly rates tendered.

4.5.1 Planning, Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act 2000 (Act No 46 of 2000), published in Government Gazette No. 39480, 04 December 2015, as amended, updated or amplified upon in the project brief below.

These typical services listed below relate to carrying out studies and investigations as well as the preparation and submission of reports embodying preliminary proposals or initial feasibility studies and will normally be remunerated on a time and cost basis.

- Consultation with the client or client's authorized representative.
- Inspection of the site of the project
- Developing a scope of work where required.
- Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on feasibility and the selection of the most desirable project option.
- Assessments of existing built environment elements with a view to informing the project options, the scope of work and how to refurbish and/or integrate new works with existing works.
- Consultation with authorities having rights or powers of sanction as well as consultation with the public and stakeholder groups
- Advise the client as to regulatory and statutory requirements, including environmental screening management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for the completion of the report, and arranging for these to be carried out at the client's expense.
- Searching for, obtaining, investigating and collating available data, drawings and plans relating to the works.
- Investigating financial and economic implications relating to the proposals or feasibility studies.

Deliverables will typically include:

- Collation of information.
- Reports on options and technical and financial feasibility and related implications.
- List of consents and approvals.
- Schedule of required surveys, tests, analyses, site and other investigations.

4.5.2 Normal Services

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act 2000 (Act No 46 of 2000), published in Government Gazette No. 39480, 04 December 2015, as amended, updated or amplified upon in the project brief below.

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

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2014, ensure that any sub-consultants/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an Occupational Health and Safety Agreement with the Employer in this regard before the commencement of any work related to this contract (Form C1.3, Part C1, refers). The service provider shall in addition, sign an Employers Agreement acknowledging the services and terms of services required as are described in Clauses 3.2.1 to 3.2.6 (inclusive) of the aforementioned Guideline.

Financial Administration Services:

Unless otherwise agreed in writing prior to the commencement of any work, part of the normal services of the professional service provider on all projects includes the provision of services related to all financial matters such as calculation of quantities, cost estimates, cost control and the procurement process.

The only exceptions, where financial services do not form part of the normal services of the consulting engineer are in the following cases:

- Structural and civil engineering services related to building and multi-disciplinary projects, and where such services form part of the quantity surveyor's scope of services.
- In the case of building and multi-disciplinary projects where the scope of works forms part of the principal building contract (for example a domestic subcontract) and where such financial administration services form part of the quantity surveyor's scope of services.

4.5.2.1 Stage 1 – Inception

The Service Provider shall provide those services and deliverables as indicated in the tables below, as are necessary to establish the Employer's requirements and preferences, assess user needs and options and confirm the project brief moving forward.

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

(Defined as: Establish client requirements and preferences, refine user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies)

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

Deliverables will typically include:

- Agreed services and scope of work.

- Signed agreement.
- Report on project, site and functional requirements.
- Schedule of required surveys, tests, analyses, site and other investigations.
- Schedule of consents and approvals and related lead times.

4.5.2.2 Stage 2 - Concept and Viability (also termed Preliminary Design)

(Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project)

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

Deliverables will typically include:

- Concept design.
- Schedule of required surveys, tests and other investigations and related reports.
- Process design.
- Preliminary design.
- Cost estimates as required.

4.5.2.3 Stage 3 - Design Development (also termed Detail Design)

(Defined as: Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project)

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

Deliverables will typically include:

- Design development drawings.
- Outline specifications.
- Local and other authority submission drawings and reports.
- Detailed estimates of construction costs.

4.5.2.4 Stage 4 - Documentation and Procurement

Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.)

- Attend design and consultants' meetings.
- Prepare specifications and preambles for the works.
- Accommodate services design.
- Check cost estimates and adjust designs and documents if necessary to remain within budget.
- Formulate the procurement strategy for contractors or assist the principal consultant where relevant.

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

Deliverables will typically include:

- Specifications.
- Services co-ordination.
- Working drawings.
- Budget construction cost.
- Tender documentation.
- Tender evaluation report.
- Tender recommendations.
- Priced contract documentation.

4.5.2.5 Stage 5 - Contract Administration and Inspection

(Defined as: Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works)

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

Deliverables will typically include:

- Schedules of predicted cash flow.
- Construction documentation.
- Drawings register.
- Estimates for proposed
- Contract instructions.
- Financial control reports.
- Valuations for payment certificates.
- Progressive and draft final account(s)
- Practical completion and defects list
- All statutory certification and certificates of compliance as required by the Local and other Statutory Authorities

4.5.2.6 Stage 6 - Close- Out

(Defined as: Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project)

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

Deliverables will typically include:

- Valuations for payment certificates
- Works and final completion lists
- Operations and maintenance manuals, guarantees and warranties
- As-built drawings and documentation
- Final accounts

4.5.3 Additional Services

The provision of additional services pertaining to all stages of the project as described below and amplified upon in the project brief.

Additional services anticipated in Clause 3.3.1 of Board Notice 151 of 2014: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act 2000 (Act No 46 of 2000), published in Government Gazette No. 38324, 12 December 2014, will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the service provider by the Employer. Below is a list of typical additional services that may be required from time to time. However, service providers are to refer to the full scope of additional services as published in the latest gazette

- The provision of construction monitoring service as described in Clause 3.3.2 of Board Notice 151 of 2014: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act 2000 (Act No 46 of 2000), published in Government Gazette No. 38324, 12 December 2014, as amended or amplified upon in the project brief below, will be conducted based on the rates tendered and upon the acceptance of a quotation for such services received from the service provider by the Employer.
- Acting as Lead Consulting Engineer as described in Clause 3.3.5 of Board Notice 151 of 2014: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act 2000 (Act No 46 of 2000), published in Government Gazette No. 38324, 12 December 2014, as amended or amplified upon in the project brief below, which will be conducted based on the rate tendered.
- Acting as a Principal Consultant as described in Clause 3.3.6 of Board Notice 151 of 2014: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act 2000 (Act No 46 of 2000), published in Government Gazette No. 38324, 12 December 2014, as amended or amplified upon in the project brief below, which will be conducted based on the rate tendered.
- Acting as a Principal Agent to the Client as described in Clause 3.3.6 of Board Notice 151 of 2014: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act 2000 (Act No 46 of 2000), published in Government Gazette No. 38324, 12 December 2014, as amended or amplified upon in the project brief below, which will be conducted based on the rate tendered.
- In addition to the additional services identified by the Board Notice 151 of 2014: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act 2000 (Act No 46 of 2000), the successful service provider will be required to perform and conduct site visit reports and maintenance assessments on identified facilities and provide cost estimates for the works required. The service provider will be remunerated as per the tendered rate for compiling maintenance assessments and reports and recoverable expenses for the distance travelled as specified under Pricing Assumptions.

4.6 Quantity Surveying Services

Service providers are to refer to the latest applicable gazetted guideline of fee for persons registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000) for the full scope of services. Services undertaken by the Quantity Surveyor may include, but not be limited to:

4.6.1 Normal Services (Basic Fee)

The provision of all services described in Clauses 2 of the 2013 Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the project brief below.

For the purposes of this tender, hourly rates shall apply for normal services.

4.6.2 Additional Services

- The provision of additional services pertaining to all stages of the project as described below and amplified upon in the project brief.
- Additional services **not** included in Clause 2 of the 2013 Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the service provider by the Employer.
- Acting as Principal Agent as described in Clause 10.27 of the 2013 Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the project brief below, which will be conducted based on the hourly rate tendered.
- Acting as Principal Consultant as described in Clause 10.29 of the 2013 Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the project brief below, which will be conducted based on the hourly rate tendered.
- Acting as Project Monitor as described in Clause 10.33 of the 2013 Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the project brief below, which will be conducted based on the hourly rate tendered.

4.7 Architectural Services

Service providers are to refer to the latest applicable gazetted guideline of fee, Board Notice 91 of 2020, Final Guideline Professional Fees Issued in terms of Section 34 (2) of the Architectural Profession Act, 2000 Act 44 of 2000 for the full scope of services.

For the purpose of the Tender, projects will be remunerated at the tendered hourly rate for the following categories of projects:

“Low complexity projects” means simple buildings or groups of buildings in an uncomplicated grouping with low impact on the environment:

These are structures with low performance requirements. Structures of simple utilitarian character, design and detail. The structures are constructed utilizing standard low technology building methods. They require a minimum of mechanical and electrical services or equipment, and basic civil works infrastructure;

“Medium complexity projects” means buildings or groups of buildings in a relatively uncomplicated grouping with a medium impact on its environs:

These are structures with medium performance requirements. The structures are of average character and design or detail. The structures require non-complex structural and civil works and an average level of mechanical or electrical equipment as could normally be handled by design- supply specialist contractors;

“High complexity projects” means a building or buildings in a large or complicated grouping with a significant impact on its environs:

These are structures with high performance requirements and demanding a sophisticated level of design and detail content to respond to specialized requirements. Complex buildings will usually incorporate comparatively large or specialised mechanical, electrical and other specialist installations, or be of complex structural or civil design;

Services undertaken by the Architect may include, but not be limited to:

4.7.1 Standard Services

The provision of all services described in the Final Guideline Professional Fees Issued in terms of Section 34

(2) of the Architectural Profession Act, 2000 Act 44 of 2000 as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the project brief below.

Please note that for the purposes of this tender Principal Agency and Principal Consultancy are NOT to be included in standard services.

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

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations 2014, ensure that any sub-consultants/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this contract.

The Standard Service is generally divided into 6 work stages. The essential functions of each work stage relevant to the service are identified hereafter as follows:

4.7.1.1 Stage 1: Inception

- Receive, appraise and report on the client's requirements with regard to the client's brief;
- Determine the site and rights and constraints;
- Determine budgetary constraints;
- Determine the need for consultants;
- Determine indicative project timelines;
- Determine methods of contracting; and
- whether other statutory authority applications are required or desirable.

4.7.1.2 Stage 2: Concept and viability (concept design)

- Prepare an initial design concept and advise on:
 - i the intended space provisions and planning relationships;
 - ii proposed materials and intended building services; and
 - iii the technical and functional characteristics of the design.
- Check for conformity of the concept with the rights to the use of the land.
- Consult with local and statutory authorities.
- Review the anticipated costs of the project.
- Review the project programme.

4.7.1.3 Stage 3: Design Development

- Develop all aspects of the design from concept to full development including, but not limited to, construction systems, materials, fittings, and finishes selections;
- Review the programme and budget with the client, principal consultant or other consultants;
- Coordinate other consultants designs into building design;
- Prepare design development drawings including drafting technical details and material specifications;
- Discuss and agree on the building plan application and approval requirements with the local authority;

4.7.1.4 Stage 4: Documentation and procurement

Stage 4.1

- Prepare documentation required for local authority building plan application submission;
- Co-ordinate technical documentation with the consultants and complete primary co-ordination sufficient to support building plan submission;
- Review the costing and programme with the consultants;
- Obtain the client's authority, and submit documents for approval at the local authority.

Stage 4.2

- Prepare specifications for the works;
- Complete technical documentation sufficient for tender;
- Obtain offers for the execution of the works;
- Evaluate offers, and recommend a successful tenderer for appointment;

- Prepare the contract documentation and arrange the signing of the building contract by the client and the successful tenderer;
- Complete all remaining technical and construction documentation and coordinate same with the consultants;

4.7.1.5 Stage 5: Construction

- Administer the building contract;
- Give possession of the site to the contractor;
- Issue construction documentation;
- Review sub-contractor designs, shop drawings and documentation for conformity of design intent;
- Inspect the works for conformity with the contract documentation and acceptable quality in terms of industry standards;
- Administer and perform the duties and obligations assigned to the principal agent in the building contract;
- Manage the completion process of the project;
- Assist the client to obtain the required documentation necessary for the client to obtain the occupation certificate.

4.7.1.6 Stage 6: Close-out

- Facilitate the project close-out including the collation of the necessary documentation to effect completion, handover and operational manual of the project.
- When the contractor's obligations with respect to the building contract have been fulfilled, the architectural professional shall issue the certificates related to the contract completion.
- Provide the client with construction record documentation and the relevant technical and contractual undertakings by the contractor and subcontractors.

4.7.2 Partial services and additional services

a) The Architectural Profession Act provides for the appointment of various architectural professionals for fulfilling each or any stage of a standard service or parts thereof.

b) Partial and additional services may be agreed on, and the options most regularly utilised are the following:

- Appointment as architectural professional and principal consultant (not as principal agent);
- Appointment as a design architectural professional (design only);
- Appointment as architectural professional of record (design by others, can be principal agent);
- Appointment as principal agent only; and
- Appointment to perform additional services.
- Any combination of the above appointment may also be agreed

4.7.3 Additional services

The following non exhaustive services are additional to the standard service and qualify for additional fees and these services may be added individually or in varying combinations, and shall be provided by prior agreement between the client and the architectural professional:

4.7.3.1 Special design services

The preparation of special designs within, or in relation to, the facilities which are contemplated in a standard service, may include the following:

- Rational design and Green Star design; participation in the preparation of rational designs and green star design and document format conversion of other consultants' designs;
- Town-planning and/or urban design including participation in the application for the establishment and/or amendment of regional and local town-planning and urban design schemes and the amendment of title conditions, negotiations with interest groups and authorities;
- Sectional titles plans, submissions, alteration and registration;
- Master planning — defining and planning the layout of future development of buildings and/or services on the same site;
- Landscape design — participation in landscape planning and construction;
- Interior design — the design of interiors and the selection of furnishings, fixtures and special finishes;
- Specialized equipment lay-out and consequential coordination requirements;
- Liaison with special designers and specialist consultants;
- Purpose-made items: the design and documentation of purpose made items;

- Promotional material, art work and immersive digital experiences, participation in the preparation of promotional material;
- Plant operation and production layouts, participation in the definition of plant operation layouts;
- Building Information Modelling (BIM) services beyond design and construction documentation. This includes BIM services intended for asset maintenance and/or facilities management.

4.7.3.2 Special management services

- a) Elaboration of architectural professionals' services including inter alia:
- the preparation of broad project parameters;
 - project scope statements;
 - project milestones;
 - budget and cash-flow forecasts;
 - tender enquiry documentation;
 - contractor and supplier selection;
 - adjudication and tender awards;
 - progress status monitoring;
 - variations management;
 - quality management over and above the industry norms;
 - communication management;
 - payment processing and
 - final account close-outs.
- c) Cost and valuation services: Participation in the administration of costs and payments where a quantity surveyor has not been appointed.
- d) Special inspections: more intensive inspections and assessment of the works than the norm for assessing compliance with specifications and design intent.
- e) Special Project Management Functions: more extensive project management of the works than the norm for complex including the preparation of the BIM protocol document and the management

4.7.3.3 Special studies

- Preparation of the client's brief: assist the client in the preparation of his requirements with regard to the purpose, scope, use and operation of the project;
- Site selection: research the suitability and location of a site for a proposed project;
- Feasibility studies: participation in technical and/or economic feasibility studies;
- Environmental studies: participation in environmental studies;
- Energy analysis, studies and planning: Green Star Ratings;
- Market surveys: participation in market surveys;
- Traffic studies: participation in traffic-flow studies.
- Drone studies; specialised photography for technical application and marketing material.
- Specialist survey- Point Cloud and Liddar Survey
- As built measured survey- required for verification of portions of construction undertaken during the works

4.7.3.4 Special Submissions to Statutory Authorities

- Land Use;
- Environment;
- Heritage;

4.7.3.4 Work on existing premises

- Surveys and inspections — inspect, survey, measure and prepare documentation of existing premises, with other consultants as needed;
- Restorations and renovations — services in connection with work on existing buildings;
- Heritage sites — services in connection with work on heritage buildings, structures and sites;
- Services in connection with demolition permits of existing buildings and structures.

4.7.3.6 Other services

- Participation in litigation and dispute resolution (where a concurrent service is provided);
- Additional services as may be mutually agreed on.

4.7.4 Additional Services

(a) The provision of additional services pertaining to all stages or partial stage as required by the Employer of the project as described below and amplified upon in the project brief.

(i) Additional services anticipated in Clauses 1.2.1 of the 2012 Professional Fees Guidelines as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the vendor by the employer.

(b) Acting as Principal Agent as described in Clause 1.6 of the 2012 Professional Fees Guidelines as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the project brief below, which will be conducted based on the hourly rate tendered.

(c) Acting as Principal Consultant as described in Clause 1.6 of the 2012 Professional Fees Guidelines as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the project brief below, which will be conducted based on the hourly rate tendered.

d) The provision of special inspections (Clerk of Works service) as described in Clause 1.2.1.2 of the 2012 Professional Fees Guidelines as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the project brief below, which will be conducted based on the rates tendered and upon the acceptance of a quotation for such services received from the service provider by the Employer.

4.8 Landscape Architectural Services

The provision of all standard services described in the document entitled "Amended Landscape Architectural Work Stages – January 2011", published by the South African Council for the Landscape Architectural Profession (available on their website www.saclap.org.za), as amended or amplified upon in the project brief.

4.9 Professional and Technical Land Surveying Services

4.9.1 Standard Services

The provision of services as described in the latest applicable Board Notice, Tariff of fees applicable to the South African Council for Professional and Technical Surveyors, as required by the Employer, which may be amended in the project brief.

All relevant appropriate hourly rates will be applicable for services required by the Employer from time to time. All duties of the Land Surveyor shall be in accordance with the duties outlined in the Land Survey Act (Act No. 8 of 1997) and applicable regulations and that which has been outlined in the Board Notice in conjunction with The South African Council for Professional and Technical Surveyors (PLATO).

4.9.2 Time Based categories of Work

Time based categories of work shall include the following, remunerated on the hourly rates published by PLATO:

(a) Feasibility studies to assess the feasibility of developing property. This could typically involve:

- (i) Site investigation
- (ii) Valuation of property
- (iii) Land audit
- (iv) Feasibility reports

(b) Environmental impact studies consisting of:

- (i) Consulting fee (where appropriate)
- (ii) Discussion with interested and affected parties
- (iii) Formulation of reports
- (iv) Submission of EIA reports for approval to relevant authorities

(c) Preparation of site plans consisting of:

- (i) Field work
- (ii) Calculations
- (iii) CAD drawings

- (iv) Subcontracting costs (if applicable)
- (d) Changing of land rights applications, which may include:
 - (i) Application fees
 - (ii) Paper prints produced for client and local authority
 - (iii) Obtaining Power of Attorney from client
 - (iv) Obtaining company resolution from client
 - (v) Obtaining zoning sheets/zoning certificates from local authority
 - (vi) Obtaining title deeds from Deeds Office
 - (vii) Scrutiny of title deeds
 - (viii) Discussions with the local authority and other stakeholders
 - (ix) Discussions with other professional service providers
 - (x) Meetings with client
 - (xi) Drafting of memoranda as required
 - (xii) Preparation of plans and maps as required
 - (xiii) Preparation of layout plans showing the proposed development
 - (xiv) Submission of applications to the relevant organisation(s) for approval
 - (xv) Examination and comment on the conditions of establishment
 - (xvi) Attend hearings
 - (xvii) Amendments to applications as directed by the client or approval authority
- (e) Rezoning of property and amendments to town planning scheme applications. Activities and costs could include:-
 - (i) Advertisement costs
 - (ii) Application fees
 - (iii) Preparation of zoning maps
 - (iv) Drafting of zoning scheme clauses
 - (v) Discussions with other professional service providers
 - (vi) Discussions with the local authority and other stake holders
 - (vii) Preparation of reports motivating rezoning application
 - (viii) Submission of applications to the relevant organisation(s) for approval
 - (ix) Attending Hearings
- (f) Applications to remove restrictive conditions of property. Activities and costs could include:-
 - (i) Advertisement costs
 - (ii) Application fees
 - (iii) Discussion with other professional service providers
 - (iv) Discussions with the local authority and other stakeholders
 - (v) Preparation of letter/report motivating the removal of restrictions
 - (vi) Submission of application
- (g) Framing of certificates of identity. Activities and costs could include:-
 - (i) Sourcing and preparation of data
 - (ii) Undertaking a site inspection
 - (iii) Undertaking measurements and calculations
 - (iv) Drafting of plan(s)
 - (v) Formulating a report
- (h) Marketing of projects. Activities and costs could include:-
 - (i) Flagging of Properties
 - (ii) Preparation of sales plans
- (i) GIS development work. Activities and costs could include:-
 - (i) Establishing client requirements
 - (ii) Design of GIS organisation structures
 - (iii) Technical consulting work
 - (iv) Customisation of software
 - (v) Application development work
 - (vi) Design and implementation of spatial databases
 - (vii) Maintenance of spatial databases
 - (viii) System design
 - (ix) System implementation
 - (x) Production of spatial reports and analysis
 - (xi) Training of client
 - (xii) Support
 - (xiii) Data collection and conversion
 - (xiv) Subcontracting costs

- (j) Data acquisition from the Surveyor General or other sources. Activities and costs could include:-
- (i) Data search
 - (ii) Disbursements

4.10 Occupation Health and Safety Services

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

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

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

4.10.2 Standard Services

Stage 1 – Project Initiation and Briefing

The services rendered in this stage will be focussed on agreeing client requirements and preferences, assessing user needs and options, evaluating any objections, establishing priorities and constraints, agreeing any assumptions, all in consultation with the Employer. The services that will be required include the following:

- Assist in developing clear project brief
- Attend the project initiation meetings
- Conclude the terms of agreement with the Employer
- Advise on required surveys, analysis, tests and site or other investigations that may be required
- Provide necessary information to other consultants
- Define the scope of work and services
-

In addition to the services as detailed above, service providers must be aware that public and stakeholder participation will be required during this stage of the project and that it is deemed to be included in the rates tendered.

Deliverables required include, but are not limited, to:

- Agreed scope of work
- Agreed scope of services
- Signed agreement
- Schedule of required surveys, tests, analyses, site and other investigations

Stage 2 - Concept and Feasibility

The services rendered in this stage will be focussed on the finalisation of the project concept and feasibility in consultation with the Employer. The services that will be required include the following:

- Agree documentation programme
- Attend design and consultants meetings
- Review and evaluate design concepts and advise on OHS in conjunction with other consultants
- Determine and agree the project OHS complexity profile and prepare the OHS policy for the project
- Prepare a draft baseline risk assessment
- Prepare draft OHS specification
- Agree the format and procedures for OHS control
- Advise other consultants regarding the project OHS requirements and related design risk management process
- Liaise, co-operate and provide necessary information to all parties

In addition to the services as detailed above, service providers must be aware that public and stakeholder participation will be required during this stage of the project and that it is deemed to be included in the rates tendered.

Deliverables required include, but are not limited, to:

- Complexity profile of project
- Agreed OHS policy for the project
- Draft baseline risk assessment
- Draft OHS specification
- Schedule of required surveys, tests and other investigations required
- Design risk management process

Stage 3 - Design Development (Detail Design)

The services rendered in this stage will be focussed on the management, co-ordination and integration of the detail design development process within the project scope, time, cost and quality parameters. The services that will be required include the following:

- Review documentation programme
- Attend design and consultant meetings
- Manage, co-ordinate, integrate and record design risk management process with the other consultants in a sequence to suit the documentation programme
- Monitor the integration of the OHS aspects during the design process and finalise the baseline risk assessment
- Identify and implement precautions necessary for OHS control and update OHS specification
- Agree on a format for the OHS file for the project
- Assist other consultants with detailed information relevant to cost estimates and budgets
- Liaise, co-operate and provide necessary information to all parties

In addition to the services as detailed above, service providers must be aware that public and stakeholder participation will be required during this stage of the project and that it is deemed to be included in the rates tendered.

Deliverables required include, but are not limited, to:

- Design risk management records
- Final baseline risk assessment
- Updated OHS specification
- Schedule of precautions necessary for OHS control
- Template for OHS file

Stage 4 – Documentation and Procurement

The services rendered in this stage will be focussed on the process of establishing and implementing procurement strategies and procedures, including the preparation of necessary documentation for effective and timeous execution of the project. The services that will be required include the following:

- Attend design and consultant meetings
- Prepare OHS tender specification and integrate with the procurement documentation
- Provide and record OHS risk information to the consultants
- Prepare OHS documentation for submission to authorities
- Assist with the evaluation of tenders and verify contractor(s) competencies, knowledge and resources to carry out the works safely
- Assist with the preparation of contract documentation for signature
- Assess samples, mock-ups and products for OHS compliance

In addition to the services as detailed above, service providers must be aware that targeted procurement, EPWP programmes, inclusion of local labour and enterprises targets, labour returns, etc. must be included into the tender document and that it is deemed to be included in the rates tendered.

Deliverables required include, but are not limited, to:

- Final OHS Specifications
- Design risk management records
- OHS documentation for authorities
- OHS evaluation of tenders

Stage 5 – Contract Administration and Inspection

The services rendered in this stage will be focussed on the management and administration of the construction contracts and processes, including the preparation and co-ordination of the necessary documentation to facilitate the effective execution of the works. The services that will be required include the following:

- Assess and approve the contractor(s) OHS plans
- Submit necessary documentation to authorities and facilitate permits that may be required to commence the works
- Attend the site handover meeting
- Attend regular site, technical and progress meetings
- Monitor design risk management
- Monitor the implementation of the OHS plan(s) in accordance with the OHS specification and recommend stop orders where necessary
- Conduct safety management system audits
- Audit compliance with the OHS plan and brief the project management team and contractor(s) following site audits
- Monitor the compilation of the OHS file and verify the maintenance of same by the contractor(s)

In addition to the services as detailed above, service providers must be aware that targeted procurement, EPWP programmes, inclusion of local labour and enterprises targets, labour returns, etc. must be monitored, managed and administered and that it is deemed to be included in the rates tendered.

Deliverables required include, but are not limited, to:

- Approved contractor(s) OHS plan(s)
- Permits to commence work
- Design risk management records
- Record changes to the OHS specification and OHS plan(s)
- OHS audit reports and records
- Work stoppage report(s)
- OHS report of compliance status

Stage 6 – Close-Out

The services rendered in this stage will be focussed on the managing and administering the project close out, including preparation and co-ordination of the necessary documentation to facilitate the effective operation of the project. The services that will be required include the following:

- Review, discuss and approve the OHS file with the contractor(s)
- Manage the OHS during the defects liability period
- Prepare OHS operations and maintenance report
- Prepare OHS close out report

Deliverables required include, but are not limited, to:

- Record of audits during the defects liability period
- Report on the approved OHS file
- OHS operations and maintenance report
- OHS close out report

4.10.3 Additional Services

Time based additional services

Any additional services not detailed above will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the vendor by the employer

4.11 Project and Construction Management Services

The provision of services as described in the latest applicable Board Notice, Tariff of fees applicable to the South African Council for Project and Construction Management Professions, as required by the Employer, which may be amended in the project brief.

All relevant appropriate rates will be applicable for standard services and for additional services required by the Employer from time to time. All duties of the Project Management Professionals shall be in accordance with the duties outlined in the Guideline Scope of Services and Tariff of Fees for Persons Registered in

terms of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000) and applicable regulations.

4.12 Environmental Assessment Practitioner

Duties may include, but will not be limited to:

- Conducting a full EIA as and when required
- prepare a project specific Construction Environmental Management Programme (specification) (C-EMP) for inclusion into the construction tender/contract document.
- to assist the Engineer in ensuring that any necessary permits are obtained.
- to convey the contents of the C-EMP to the Contractor's site team, and discuss the contents in detail with the Contractor, as well as to conduct induction and environmental awareness training sessions to the Contractor's and sub-contractor's workforces, as and when necessary.
- to monitor and verify that the C-EMP is adhered to at all times, and to inform the Engineer if the specifications are not followed.
- to review construction method statements for approval by the Engineer.
- to assist the Engineer and Contractor in finding environmentally responsible solutions to problems.
- to provide a report on environmental compliance issues (with photographic evidence, if applicable) at the monthly site meetings or any other meetings that may be called regarding environmental matters.
- to ensure that all activities/incidents concerning the environment are recorded in the site records, to monitor and review such records and advise the Engineer of any action necessary.
- to inspect the site and surrounding areas with regard to compliance with the C-EMP.
- to advise the Engineer on the imposition of penalties or fines specified in the C-EMP, or the removal of person(s) and/or equipment not complying with the specifications.

The person appointed as EO may be the Engineer, Engineer's Representative, or any other individual, provided that the person appointed has appropriate/relevant environmental training and experience.

The frequency of site visits/inspections shall be as and when necessary, but not less than at monthly intervals.

4.13 Geotechnical Engineer

The geotechnical engineer must provide specialist information pertaining to the soil conditions as well as the subsoil conditions encountered in the informal settlement. The geotechnical engineer must provide a detailed report outlining the prevailing soil conditions as well as subsoil condition. The report should outline remedial actions if any as well as a detailed cost estimate for the remedial actions.

- Agree on a documentation programme with lead consultant/project manager and other consultants.
- Provide input in design and consultant meetings.
- Conduct Site visits
- Conduct Geotechnical Study as well as area geology
- Provide a geotechnical report on conditions with remedial actions.
- Liaise with relevant statutory bodies on behalf of client.
- Report on progress
- Attend technical meetings

4.14 Land Surveyors

The land surveyor will be responsible for all land, cadastral surveying duties as well as topographical surveys. All current services should be indicated and the topographical survey should be digitised to allow for the design and calculation of bulk earthworks in the area.

- Agree on a documentation programme with lead consultant/project manager and other consultants.
- Provide input in design and consultant meetings.
- Conduct site investigations
- Conduct Topographical Survey
- Produce digitised map of area
- Conduct land survey
- Liaise with relevant statutory bodies on behalf of client.
- Report on progress
- Attend technical meetings

The provision of services as described in the latest applicable Board Notice, Tariff of fees applicable to the South African Council for Professional and Technical Surveyors, as required by the Employer, which may be amended in the project brief.

All relevant appropriate hourly rates will be applicable for standard services and for additional services required by the Employer from time to time. All duties of the Land Surveyor shall be in accordance with the duties outlined in the Land Survey Act (Act No. 8 of 1997) and applicable regulations and that which has been outlined in the Board Notice in conjunction with The South African Council for Professional and Technical Surveyors (PLATO).

5. GENERAL

5.1 Time Frames/Milestones

Milestones set by the Employer in each works project typically revolve around budget cycles and the need to spend the budget in any given financial year. The important milestones are therefore the financial year ends (30 June each year) and the Service Provider will be expected to establish a project programme, in consultation with the Employer, that takes cognisance of the budgets available and the budget cycles. Once agreed, the Service Provider is expected to ensure that the programme is adhered to, and to intervene timeously if necessary.

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

5.2 Places for the Performance of Specific Tasks

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

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

5.3 Reporting Requirements

Aside from the particular reports required in terms of the deliverables stated above, the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project.

Furthermore, the Service Provider shall submit monthly cost reports (including cash flows) to the Employer showing expenditure in respect of both the Service Provider's appointment and the construction contractor's contract, together with the estimated final costs.

A preliminary Project Close-Out Report shall be submitted to the Employer within three months of the Certificate of Completion having been issued for JBCC related projects or within 12 months for GCC related projects, which shall be updated as necessary and re-submitted within three months of the issue of the Final Approval Certificate.

6. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

7. APPROVALS

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

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

- (j) Approval for the employment of specialist sub-consultants from the Employer.
- (k) Building Plans approvals
- (l) Construction work permits
- (m) Demolition permits
- (n) Other necessary permits for construction work

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

8. PROCUREMENT

8.1 Preferential Procurement

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

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

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

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

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

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

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

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

8.3 Forms for contract administration

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

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

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

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

In respect of Annexes 1 and 2, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in the Preference Schedule Preference Schedule in Part T2.2 Returnable Schedules. In the case of joint ventures (Annex 2), the contractor shall prove his compliance with item 6) in Section 2 of the Preference Schedule by providing a consolidated scorecard at his own cost on instruction from the Employer's Agent.

9. 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 in electronic format (e-mail).

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

10. MANAGEMENT MEETINGS

10.1 Management Meetings

During the initial stages of this project (Planning, Studies, Investigations and Assessments; Inception; Concept and Viability and Design Development) the Service Provider will be expected to attend monthly management meetings with the Employer's project management team (PMT), convened for the purpose of managing this project. The Service Provider will present its proposals and these meetings, and take direction from the PMT in this regard.

10.2 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

10.3 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.

10.411.4 Site/Technical Meetings

During the Contract Administration and Inspection stage of this project, the Service Provider shall convene and run monthly site meetings at which the Employer and contractor will be present, as well as any technical meetings with the contractor as may be required to ensure the successful implementation of this project.

10.4.1 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.

10.5 General

The Service Provider shall be represented at all meetings by at-least one of the key personnel, preferably the project leader. The service provider shall provide secretarial services (for record keeping purposes) at all management, site/technical, and ad-hoc meetings.

Any works or scope of works not referred to under the scope work of will be deemed to be covered as per scope of work requirements per profession

CITY OF CAPE TOWN

Safety & Security

CONTRACT NO. 171C/2022/23

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

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 24: Preferencing Schedule) (P*) R

B-BBEE Status Level of Prime Contractor

Name of Sub-contractor (list all Sub-contractors)	B-BBEE Status Level of Sub-contractor ¹	Total Value of Sub-contract (excl VAT) ¹	Value of Sub-contract work to date (excl VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Prime Contractor
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	%

Signatures

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

Date: _____

Verified by Employer's Representative: _____

Date:

ANNEX 2

CITY OF CAPE TOWN

171C/2022/23 - CONTRACT DOCUMENT FOR THE

CONTRACT NO. AND NAME:

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

CONTRACTOR (SERVICE PROVIDER):

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO.

Value of the contract (as defined in Schedule 19: Preferencing Schedule) (P*)	R
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B-BBEE Status Level of Joint Venture	
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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
JV Partner A		%	R	R	%
JV Partner B		%	R	R	%
JV Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

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

.....

Date:

Verified by Employer's Representative:

.....

Date:

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Safety & Security**CONTRACT NO. 171C/2022/23****PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY****C4 Site Information****GENERAL**

The sites for the Works are those areas which may be identified within the four regions (North, South, Central and East) in the City of Cape Town municipal area in which Works Projects are to be executed.

WORKS PROJECTS

Site specific information will be specified, as required, in the Works Project contract document for a particular Works Project.

Work Areas will be anywhere within a region. Refer to the drawings for the boundaries of each region (where ambiguity exists as to the exact location of the boundary, i.e. if the boundary is shown as being directly on a road, then the boundary shall always be either to the north or the east of the road in question).



City of Cape Town