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BID NOTICE

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

TENDER NUMBER: **B/SM 10/27**
DESCRIPTION: **APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION**
CLOSING DATE: **25 January 2027**
CLOSING TIME: 12h00: Bids will be opened in the Council Chambers or Supply Chain Management Boardroom.

INFORMATION:
Tender Specifications: Lester van Stavel at 021 808 8462: e-mail: Lester.Vanstavel@stellebosch.gov.za
SCM Requirements: Jeanette Williams at 021 808 8524: e-mail: Jeanette.Williams@stellenbosch.gov.za
Office hours for collection: 08h00-15h30

A Compulsory Clarification Meeting via Microsoft Teams will be held on **25 November 2026 at 11:00**. Prospective bidders must submit their contact details (company name, telephone, and email address (es)) by **23 November 2026 at 11:00**. Contact details must be entered in the online MS Forms report available from this link: B/SM 10/27 - APPOINTMENT OF A MULTIDISCIPLINARY TEAM FOR THE ADAM TAS PRECINCT 10 – Fill out form. *Tenderers who fail to forward their details within the time frame will not attend the briefing session. Tenderers who fail to attend the compulsory information session will be regarded as non-compliant. Bidders are strictly prohibited from sharing or forwarding the meeting link to any other party. Access to the meeting will be restricted to bidders who have formally registered their interest in the tender.*

Tenders may only be submitted on the Tender document issued by Stellenbosch Municipality and must be valid for **180 days** after tender closing. Late, electronic format, telephonic or faxed Tenders will not be considered, and Stellenbosch Municipality does not bind itself to accept the lowest bid or any of the tenders that have been submitted.

Sealed Tenders, with "**B/SM 10/27 APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION"** clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex (Main Building between Town Hall and Municipal Library), Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day, and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document will not be considered.

NOTE: This tender will be evaluated in terms of the Supply Chain Management Policy, and relevant specifications as depicted in the document, and also the Stellenbosch Preferential Procurement Policy effective from 16 January 2023, in accordance with the Preferential Procurement Regulations that were promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

The preferential points system applied is as follows:**80/20** in terms of the approved policy.

Price	**80**
B-BBEE status level of contribution	**10**
Locality	**10**
Total points for Price, B-BBEE and locality	**100**

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Note: The municipality will never contact you to pay money in exchange for the award of a tender.

G Mettler (Ms)
MUNICIPAL MANAGER

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TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 10/27

AANSTELLING VAN 'N MULTIDISSIPLINÊRE PROFESSIONELE KONSULTASIESPAN OP 'N RAAMWERKKONTRAK OM DIE BEPLANNING, ONTWERP, VERKRYGINGSDOKUMENTASIE EN KONSTRUKSIEMONITERINGSDIENSTE VAN DIE DEEL VAN ADAM TAS-OMGEWING 10, VERNOEM AS NOORDELIKE UITBREIDING, TE ONDERNEEM

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SLUITINGSDATUM: **25 Januarie 2027**

TYD VAN SLUITING: 12h00. Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Raadsaal.

NAVRAE:

Tender spesifikasies: Lester van Stavel at 021 808 8462: e-mail: Lester.Vanstavel@stellenbosch.gov.za

Vkb vereistes: Jeanette Williams at 021 808 8524: e-mail: Jeanette.Williams@stellenbosch.gov.za

Kantoor Ure: 08h00-15h30

'n Verpligte Verduidelikingsvergadering via Microsoft Teams sal gehou word op **25 November 2026** om **11:00.** Voornemende bieders moet hul kontakbesonderhede (maatskappy se naam, telefoonnommer en e-posadres(se)) teen op die **23 November 2026** indien. Kontakbesonderhede moet in die aanlyn MS Forms-verslag ingevoer word wat beskikbaar is vanaf hierdie skakel: B/SM 10/27 - APPOINTMENT OF A MULTIDISCIPLINARY TEAM FOR THE ADAM TAS PRECINCT 10 – Fill out form. *Tenderaars wat versuim om hul besonderhede binne die tydsbestek aan te stuur, sal nie die inligtingsessie bywoon nie. Tenderaars wat versuim om die verpligte inligtingsessie by te woon, sal as nie-nakomend beskou word, of diegene wat nie hul kontakbesonderhede betyds verskaf het nie, sal ook as nie-nakomend beskou word. Tenderaars word streng verbied om die skakel na die vergadering met enige ander party te deel of aan te stuur. Toegang tot die vergadering sal beperk word tot tenderaars wat formeel hul belangstelling in die tender geregistreer het.*

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180 dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie

Verseëlde tenders duidelik gemerk: "**B/SM 10/27 AANSTELLING VAN 'N MULTIDISSIPLINÊRE PROFESSIONELE KONSULTASIESPAN OP 'N RAAMWERKKONTRAK OM DIE BEPLANNING, ONTWERP, VERKRYGINGSDOKUMENTASIE EN KONSTRUKSIEMONITERINGSDIENSTE VAN DIE DEEL VAN ADAM TAS-OMGEWING 10, VERNOEM AS NOORDELIKE UITBREIDING, TE ONDERNEEM**" op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit ,Meenthuis Kompleks, (Hoofgebou tussen Stadsaal en Munisipale Biblioteek), Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

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LET WEL: Hierdie tender sal geëvalueer word in terme van die Voorsieningskettingbestuursbeleid en relevante spesifikasies soos uiteengesit in die dokument, asook die Stellenbosch Voorkeurverkrygingsbeleid wat vanaf 16 Januarie 2023 van krag is, in ooreenstemming met die Voorkeurverkrygingsregulasies wat op 4 November 2022 deur die Minister van Finansies in Staatskoerant Nr. 47452 uitgevaardig is.

Die voorkeurpunte stelsel is soos volg gebaseer: **80/20** in terme van die goedgekeurde beleid:

Prys	80
BBSEB status	10
Ligging	10
Totale punte vir prys, B-BSEB en ligging	100

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC)
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëlde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, *1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van* ***R 1145.00*** *per dokument. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

Let wel: Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.

G Mettler (Me)

MUNISIPALE BESTUURDER

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TENDER NO.: B/SM 10/27

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PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT)	**RATES-BASED TENDER**		
BBBEE LEVEL			
CLAIM POINTS FOR	**LOCALITY**	**YES**	**NO**

FRAMEWORK CONTRACT PERIOD: 7 YEARS

2026/27 FINANCIAL YEAR TO 2032/33 FINANCIAL YEAR, SUBJECT TO COMPLIANCE WITH THE SECTION 33 PROCESS OF THE MFMA

DATE: NOVEMBER 2026

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Stellenbosch Municipality,
PO Box 17, Stellenbosch, 7599

CONTACT FOR ENQUIRIES REGARDING SPECIFICATIONS:

Lester van Stavel
Manager: Housing Development

Tel. Number: 021 808 8462

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PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	**BSM 10/27**	CLOSING DATE:	**25 January 2027**	CLOSING TIME:	**12:00**
DESCRIPTION	**APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX (MAIN BUILDING BETWEEN TOWN HALL AND MUNICIPAL LIBRARY), PLEIN STREET, STELLENBOSCH

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**2.** ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		**4.** TOTAL BID PRICE	R
5. SIGNATURE OF BIDDER	.....	**6.** DATE	
7. NAME AND SURNAME OF RESPONSIBLE PERSON			
8. CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance (SCM Section)	CONTACT PERSON	Lester van Stavel
CONTACT PERSON	Jeanette Williams	TELEPHONE NUMBER	021 808 8462
TELEPHONE NUMBER	021 808 8524	E-MAIL ADDRESS	Lester.Vanstavel@stellenbosch.gov.za
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PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR SUBMITTED ONLINE
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 16 January 2023, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF CONTRACT (CIDB) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTERED AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

NAME AND SURNAME DATE

……..... ……

CONTENTS

Number	Heading	Page No
THE TENDER		
Part T1: Tendering procedures		
T1.1	Tender Notice and Invitation to Tender	15
T1.2	Tender Data	15 – 38
RETURNABLE DOCUMENTS		
Part T2: Returnable Documents		
T2.1	List of Returnable Documents	40 – 41
T2.2	Returnable Schedules	42 – 87
THE CONTRACT		
Part C1: Agreement and Contract Data		
C1.1	Form of Offer and Acceptance	91 – 94
C1.2	Contract Data (Data provided by the Employer)	95 – 107
C1.2	Contract Data (Data provided by the Service Provider)	108
C1.3	Occupational Health & Safety Agreement	109
C1.4	Insurance Broker's Warranty	110
PRICING DATA		
Part C2: Pricing Data		
C2.1	Pricing Assumptions	112 – 120
C2.2	Schedule of Rates	121 – 123
SCOPE OF WORK		
Part C3: Scope of Work		
C3.1	Scope of Work	124 – 160
C3.2	Annexures	231
SITE INFORMATION		
Part C4: Site Information		
C4.1	Site Information	161
ADDITIONAL RETURNABLE DOCUMENTS		
Part C5: Additional Returnable Documents		
C5.1	List of Additional Returnable Documents	163
C5.2	Additional Returnable Schedules	164 - 229

Part 1: Tendering Procedures

T 1.1 Tender Notice and Invitation to Tender……..15

T 1.2 Tender Data……..15 – 38

T 1.1 TENDER NOTICE AND INVITATION TO TENDER

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G Mettler (Ms)
MUNICIPAL MANAGER

TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 10/27

AANSTELLING VAN 'N MULTIDISSIPLINÊRE PROFESSIONELE KONSULTASIESPAN OP 'N RAAMWERKKONTRAK OM DIE BEPLANNING, ONTWERP, VERKRYGINGSDOKUMENTASIE EN KONSTRUKSIEMONITERINGSDIENSTE VAN DIE DEEL VAN ADAM TAS-OMGEWING 10, VERNOEM AS NOORDELIKE UITBREIDING, TE ONDERNEEM

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Vkb vereistes: Jeanette Williams at 021 808 8524: e-mail: Jeanette.Williams@stellenbosch.gov.za

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'n Verpligte Verduidelikingsvergadering via Microsoft Teams sal gehou word op **25 November 2026** om **11:00.** Voornemende bieders moet hul kontakbesonderhede (maatskappy se naam, telefoonnommer en e-posadres(se)) teen op die **23 November 2026** indien. Kontakbesonderhede moet in die aanlyn MS Forms-verslag ingevoer word wat beskikbaar is vanaf hierdie skakel: B/SM 10/27 - APPOINTMENT OF A MULTIDISCIPLINARY TEAM FOR THE ADAM TAS PRECINCT 10 – Fill out form. *Tenderaars wat versuim om hul besonderhede binne die tydsbestek aan te stuur, sal nie die inligtingsessie bywoon nie. Tenderaars wat versuim om die verpligte inligtingsessie by te woon, sal as nie-nakomend beskou word. Tenderaars word streng verbied om die skakel na die vergadering met enige ander party te deel of aan te stuur. Toegang tot die vergadering sal beperk word tot tenderaars wat formeel hul belangstelling in die tender geregistreer het.*

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180 dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie

Verseëlde tenders duidelik gemerk: "**B/SM 10/27 AANSTELLING VAN 'N MULTIDISSIPLINÊRE PROFESSIONELE KONSULTASIESPAN OP 'N RAAMWERKKONTRAK OM DIE BEPLANNING, ONTWERP, VERKRYGINGSDOKUMENTASIE EN KONSTRUKSIEMONITERINGSDIENSTE VAN DIE DEEL VAN ADAM TAS-OMGEWING 10, VERNOEM AS NOORDELIKE UITBREIDING, TE ONDERNEEM**" op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit ,Meenthuis Kompleks, (Hoofgebou tussen Stadsaal en Munisipale Biblioteek), Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word in terme van die Voorsieningskettingbestuursbeleid en relevante spesifikasies soos uiteengesit in die dokument, asook die Stellenbosch Voorkeurverkrygingsbeleid wat vanaf 16 Januarie 2023 van krag is, in ooreenstemming met die Voorkeurverkrygingsregulasies wat op 4 November 2022 deur die Minister van Finansies in Staatskoerant Nr. 47452 uitgevaardig is.

Die voorkeurpunte stelsel is soos volg gebaseer: **80/20** in terme van die goedgekeurde beleid:

Prys	80
BBSEB status	10
Ligging	10
Totale punte vir prys, B-BSEB en ligging	100

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC)
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëlde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, Meenthuis Kompleks, *1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnamefooi van* ***R 1145.00*** *per dokument. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.*

Let wel: Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.

G Mettler (Me)

MUNISIPALE BESTUURDER

NOTE TO TENDERERS

BID SUBMISSION

Bidders must ensure, before submitting a bid, that they fully comply with all prequalification criteria stated in this tender document. Bids that do not meet these requirements may be regarded as **non-responsive.**

ORDER OF DOCUMENTS

Bidders must make sure that they follow instructions in terms of the documentation required with this bid; all documents required with the return of the bid must be provided as instructed in the tender document.

DOCUMENTS TO BE PROVIDED AND VERIFICATION

All documents, where required, must be certified. The certification must be valid and not older than three (3) months at the closing date of the tender.

Bidders must submit certified proof of relevant qualifications for all key personnel listed in this tender. **Failure to provide certified proof of the required qualifications will result in the bid being declared non-responsive.**

Bidders must also submit certified proof of valid professional registration for all key personnel listed in this tender. Professional registrations must be in good standing at the closing date of the tender.

Stellenbosch Municipality will verify all submitted professional registrations. **If, during evaluation, any key personnel is found not to be in good standing with their relevant professional council, the bid will be declared non-responsive.**

For this tender, all key personnel must hold full professional registration with the relevant statutory professional council as specified in the tender document. **Registration as a Candidate, Candidate Technologist, Candidate Technician, Candidate Architect, or any other candidate category will not be accepted.**

Only those key personnel, as indicated, will be required to provide proof of registration with associations such as Heritage Assessment Practitioner.

Proof of membership or registration with a voluntary association or institute will not be accepted as proof of professional registration. Only registration with the relevant statutory professional council will be accepted. **Failure to comply with this requirement will render the bid non-responsive.**

T 1.2 TENDER DATA

The conditions of tender are the 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 Employer is **Stellenbosch Municipality**, represented by the **Directorate: Planning and Economic Development**
C.1.2	**Tender Documents** *Add the following:* The following documents form part of this tender: **VOLUME 4** The Standard Professional Service 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, Tel. (012) 343 7136 or (012) 481 9030, Fax: (012) 343 7153, e-mail: cidb@cidb.org.za **VOLUME 5** **GUIDELINE REFERENCES** The following industry standard guidelines apply for the execution of Work Orders as expanded or amended by the individual Work Order scope: **And** **Project Management** - The relevant sections as described in the Amended Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act, 2000 (Act 48 of 2000), Board Notice 168 of 2019 as gazetted in Government Gazette No. 42697, 13 September 2019. **And** **Engineering (all disciplines)** - The relevant sections as described in Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000), Board Notice 783 of 2025 as gazetted in Government Gazette No. 52691, 16 May 2025. **And** **Quantity Surveying** - The relevant sections of the Guideline Tariff of Professional Fees in respect of Services rendered by Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), Board

Notice 741 of 2025 as gazetted in Government Gazette No. 52152, 21 February 2025.

And

Architecture – The relevant sections as described in the Framework for the Professional Fees Guideline in respect of services provided by persons registered in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), Board Notice 885 of 2026 as gazetted in Government Gazette No. 54218, 27 February 2026.

And

Landscape Architecture - The relevant sections as described in the Scope of Services in the Amended Landscape Architectural Work Stages – January 2011, published by the South African Council for the Landscape Architectural Profession (available on their website www.saclap.co.za). Together with the Guideline Professional Fees in terms of Section 34(2) of the Landscape Architectural Profession Act 45 of 2000, Board Notice 47 of 2013 as gazetted in Government Gazette No. 36307, published on 5 April 2013.

And

Property Valuation – The relevant sections as described in the South African Council for the Property Valuers Profession: Guideline Professional Fees (effective 01 October 2010) in Government Gazette No. 33614 of 15 October 2010.

And

Town Planning - The relevant sections as described in the Department of Agriculture, Land Reform and Rural Development

- Notice 13 of 2021 of the Planning Profession Act, 2002:
  - Withdrawal of Notice 1080 Published on 5 October 2018.
  - Determination of Guideline Professional Fees in terms of Section 29
- Notice 14 of 2021:
  - A Manual for the Calculation of Guideline Professional Fees by Persons Registered in terms of the Planning Profession Act 36 2002 and Guidelines on the Method of Calculation of Professional Fees to be charged by Professional Planners and Technical Planners as contemplated in Section 29 of the Planning Profession Act 36 of 2002 published in the Government Gazette No. 44089 on 21 January 2021.
  - These rules are available on the SACPLAN Website through the following link: https://sacplan.org.za/tariff-of-professional-fees/.

And

Land Surveying – at the time of publishing this document, the Geomatics Council of South Africa had not published a guideline for professional fees. For guidance, please refer to Board Notice 203 of 2019 – "Call for Comment on the Draft Tariff of Fees Applicable to the South African Geomatics Council", published in terms of Section 30 of the Geomatics Profession Act No. 19 of 2013 on 13 December 2019 in Gazette No. 42902.

And

Health and Safety - The relevant sections as described in the Guideline Scope of Services and Recommended Guideline Tariff of Fees for Construction Health and Safety Professionals Registered in terms of the Project and Construction Management Professions Act, 2000 (Act 48 of 2000), Board Notice 167 of 2019 as gazetted in Government Gazette No. 42697, 13 September 2019.
The above Guidelines have reference to the scope of work and deliverables only. The financial fee calculations and fee guidelines contained in the Guidelines are not applicable to this contract and tendered contract rates apply for all Work Orders.

The standard forms of contract and the applicable reference standards may also be reviewed, by appointment, at the offices of the Employer during normal office hours.

C1.2.1 The Employer will only issue tender documents through its Tender Distribution Office as described on **T1.1 Tender Notice and Invitation to Tender**.

The Tender

Part T1: Tendering Procedures
T1.1 Tender notice and invitation to tender
T1.2 Tender data
Part T2: Returnable Documents
T2.1 List of returnable documents
T2.2 Returnable schedules
The Contract
Part C1: Agreements and Contract Data
C1.1 Form of offer and acceptance
C1.2 Contract data
C1.3 Occupational Health and Safety Agreement
Part C2: Pricing Data
C2.1 Pricing assumptions
C2.2 Activity schedule
Part C3: Scope of Work
C3.1 Scope of work
Part C4: Site Information
C4.1 Site information
Part C5: Additional Returnable Schedules
C5.1 List of additional returnable schedules
C5.2 Additional returnable schedules

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

C.1.3 **Interpretation**
C.1.3.3 *Add the following to C.1.3.3:*
g) **ad hoc nature** with reference to a framework contract means where there are no fixed monthly financial commitments
h) **alternative supplier** means Alternative Supplier defined in Part C1.2 Contract Data and further means supplier(s) appointed by the Municipality under a framework agreement to be available to execute works orders as and when the need arises, if the highest ranked supplier has refused, or is deemed (due to poor performance on previous works orders as defined in Clause 4.8 Performance Monitoring and Clause 3.12.1) by the Employer unable to perform a specific works order. The alternative may not refuse to undertake a work order.
i) **framework contract** means the Framework Contract defined in Part C1.2 Contract Data and further means a contract for construction works, goods and services, between the Municipality and one or more suppliers for the provision

of construction works, goods or services, which are of an ad-hoc or repetitive nature on an "as instructed" or "as and when required" basis where the terms, conditions, specifications, rates, prices, and works order allocation processes are awarded for use over a predetermined period without guaranteeing any quantum of expenditure utilising the contract
j) **framework contract period** means the Framework Contract duration from the Start Date to the end date as defined in Part 1 Contract Data
k) multiple suppliers mean Multiple Suppliers defined in Part C1 Contract Data
l) **repetitive nature** means a contract for services that the Municipality has an obligation to provide on an ongoing basis
m) winner means Winner defined in Part C1.2 Contract Data
n) **winner-takes-all** means the basis on which the highest-ranked service provider "the winner" in terms of the framework tender evaluation, is allocated work on an ongoing basis, throughout the term of the tender for the work category awarded.
o) **works order allocation process** means the process through which task(s) are determined and allocated in a framework agreement tender in accordance with the terms and conditions of the relevant contract
p) '**works order contract document**' means the documents that formally reflect the scope, quantum, value, delivery period, delivery details, and all other relevant terms and conditions impacting the execution of the works order
q) **works order** means Works Order defined in Part C1.2 Contract Data and further means task(s) to be performed by a supplier under a framework agreement, of which the specific terms, conditions, and scope is specified in a works order contract document
r) **works order acceptance/refusal notice** means the formal notification, signed by the supplier in accordance with the framework agreement, which was sent to the Municipality, informing it of its decision to accept or refuse the opportunity afforded to it, to further participate in the supplier appointment procedure for a works order

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.

C.1.5 **Cancellation and Re-Invitation of Tenders**
Delete the full stop at the end of C.1.5.1 d) 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**

C1.6.1 **General**

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.

C1.6.5 Objections, complaints, queries, 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 Stellenbosch Municipality 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 Municipality may appeal against that decision by giving written notice of the appeal and reasons to the Municipal 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 by a copy of the notification advising the person of the decision
c) The relevant Municipality 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.2 **Tenderer's obligations**

C.2.1 **Eligibility**

C.2.1.1 *Delete the clause and replace with the following:*
Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. An acceptable tender must "COMPLY IN ALL aspects with the tender conditions, specifications, pricing instructions and contract conditions.

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

C.2.1.4.1 Compliance with the requirements of the SM 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, which does not indicate any conflict or past practices that render 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 create 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 Stellenbosch Municipality to be provided, and which does not indicate any details that render 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 **Statutory Registration Requirements**

To be considered responsive, all personnel identified by the tenderer must be professionally registered with the relevant statutory bodies, as specified. Such registration must be valid and verifiable at the tender closing date.

The tenderer is required to have all the specified personnel in its permanent employ at the time of tender closure. Where any proposed resource is not directly employed by the tenderer, a signed undertaking must be submitted with the relevant schedule, together with supporting documentation from the proposed consultant or firm.

This undertaking must clearly identify the proposed resource, define the scope of work to be performed on behalf of the tenderer under a sub-consultant agreement, and confirm the duration of the resource's commitment for the execution of the works.

C.2.1.4.4 **Professional indemnity insurance**

In order to be declared responsive, the tenderer must have the tenderer must hold valid Professional Indemnity (PI) insurance providing cover in an amount not less than twice the estimated fee value of the relevant Works Order, with a minimum aggregate cover of R 10 000 000.00 in respect of each and every claim during the period of insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the Tenderer is eligible for the prescribed professional indemnity insurance cover, should he/she be awarded the contract, must be submitted with the tender, appended to the schedule titled Professional Indemnity Insurance.

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

C.2.1.4.6 **Compulsory clarification meeting**

A clarification meeting will be conducted via **Microsoft Teams** on the date and time stipulated in the Tender Notice. Prospective bidders who wish to attend the meeting must submit their contact details in accordance with the instructions contained in the Tender Notice. Only bidders who have provided the required details within the prescribed timeframe will be issued with a Microsoft Teams meeting invitation.

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.2.10 **Pricing the tender offer**

Add the following at the end of C.2.10.2:

C.2.10.2 (only applicable in respect of Works Orders).

Add the following new sub-clause after C.2.10.4:

Provide rates for the items specified in Part C2.2 Schedules of Rates only for the service tendered for. If a nil rate (i.e. "blank", "nil" or "0.00" or a "dash" or "included" or abbreviations thereof) is entered against an item, it will be considered that there is no charge for that item.

If a rate is not provided for any item in the Schedules of Rates, such item will be regarded as having a nil rate.

The tenderer may be requested by the Employer to clarify nil rates or items regarded as having nil rates or items regarded as low rates. The Employer may also perform a risk analysis in respect of such rates in accordance with C.3.11.4.

A low rate for an item is defined as any rate which, in the opinion of the Employer, presents a risk to the successful execution of the contract.

The rates shall also be used to evaluate tender offers in accordance with C.3.11.

C.2.11 **Alterations to documents**

Delete the first sentence and replace it 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**

Delete clauses C.2.12.1, C.2.12.2 and C.2.12.3 and replace with the following:

Alternative rates/tender offers will not be considered.

Add the following to C.2.13.6:

C.2.13.6 A two-envelope procedure will not be followed.

Add the following sub-clause after C.2.13.9:

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.2.15 **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 180 days.

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

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

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

a) audited annual financial statements 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 or internal official(s) 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 the 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 their tender or upon request, 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 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.2.1.4.1.h. The tenderer must also provide its Tax Compliance Status PIN number on the Compulsory Enterprise Questionnaire

Before making an award, the Municipality 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 Municipality, within 7 working days, written proof from SARS that they have made arrangements to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the Municipality via CSD or e-Filing. The Municipality should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

C.2.24 **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 Schedule 16 titled Deviations and Qualifications by Tenderer in T2.2 Returnable Schedules, or in a tenderer's covering letter expressly referenced in this schedule.

The tenderer accepts that the Employer will examine such deviations in terms of clause 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 all such deviations or qualifications listed or referred to in the Schedule 16 titled **Deviations and Qualifications by Tenderer** or not.

C.3 The Employer's undertaking

C.3.2 Issue Addenda

Delete the first sentence and replace with:

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. The issuing of addenda is subject to C1.2.1.

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

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

C.3.4 **Opening of tender submissions**

Delete C.3.4.2 and replace with the following:

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 possible, the amount of the bid and the preference indicated.

C.3.8 **Test for responsiveness**

C.3.8.2 *Replace the final sentence of C.3.8.2 with the following:*

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

Add the following after clause C.3.8.2

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

C.3.9 Arithmetical errors, omissions and discrepancies

Delete clause C.3.9 in its entirety and replace with the following.

C.3.9 **Corrections to tendered rates**

In the event of tendered rates being declared by the Employer to be unacceptable to it because they are excessively high or excessively low, the Tenderer may be required to produce evidence... If, after submission of such evidence... the Employer is still not satisfied, it reserves the right to negotiate such rates subject to the provisions of C.3.20.

C.3.10 **Clarification of a tender offer**

Delete the clause and replace with the following:

The Employer may, after the closing date, request additional information or clarification from the tenderer, in writing, on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such a request may only be made in writing, by any means as appropriate.

C.3.11 **Evaluation of tender offers**

Add the following after clause C.3.11.1

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 and SCM Policy as follows:

C.3.11.3.1 The preference point system applicable to this tender is the **80/20** 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, which is included in T2.2 Returnable Schedules.

C.3.11.3.4 General procurement procedures specific to this tender are set out in C.1.6.1.

The Employer shall create, for tender evaluation purposes, simulated (representative) Works Orders, indicative of the nature of works required.

The Employer shall have assigned quantities to the items in the Schedules of Rates necessary for the execution of the representative Works Orders. 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 Orders. The financial offer, required in terms of the Preferential Procurement Regulations, shall be determined by the average of the sum of the representative Works Orders for each tenderer.

C.3.11.4 **Risk Analysis**

Notwithstanding compliance with 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.3.13 **Acceptance of tender offer**

Delete the first sentence of C.3.13 and replace it 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 Municipality as a result of (inter alia):

a) reports of poor governance or unethical behaviour, or both;
b) association with known notorious individuals and the family of notorious individuals;
c) poor performance issues, known to the Municipality;
d) negative media reports, including negative social media reports;
e) adverse assurance (e.g., due diligence) report outcomes;
f) where the contractor has been restricted from doing business with the Employer; and
g) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.1.17 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.

C.3.13.2 The Employer reserves the right to nominate a standby supplier at the time when an award is made, and in the event that a contract is terminated during the execution thereof, the Municipality may consider the award of the contract, or non-award, to the standby supplier in terms of the procedures included in 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. The successful bidder shall, in addition, be advised of the 21-day appeal period and be notified that no rights accrue to him/her until the bid is formally accepted in writing.

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.3.17 **Provide copies of the contract**
Add the following after the first sentence:
The number of paper copies of the signed contract to be provided by the Employer is one.

C.3.19 Add the following after C.3.19
C.3.20 Negotiations with preferred tenderers
The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers, provided that such negotiation:

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

If negotiations fail to result in acceptable contract terms, the Municipal 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 Stellenbosch Municipality.

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.

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.

C1.3.2 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 fulfil 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 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 the 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 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 its principals, is not under any restriction to do business with the 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 that 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 comply 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 their 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 evaluates the tender, the contractor reserves the right to review the price based on the 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 correcting arithmetical errors by adjusting 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 the 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 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 that 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, the total price, and any points claimed on the 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

Do 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 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 that 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 participation 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 that is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Part T2: Returnable Documents

Pages

T2.1 List of Returnable Documents……..……40 – 41

T2.2 Returnable Schedule……..……42 – 87

T2.1 List of Returnable Documents

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

1.	**Returnable Schedule for administrative requirements**	
	1:	Certificate of Clarification/Virtual Meeting Attendance - Is the form duly completed and signed by both the tenderer and the agent of the Stellenbosch Municipality?
	2:	Authority to Sign a Bid - Is the form duly completed, and is a certified copy of the resolution attached?
	3:	CERTIFICATE OF AUTHORITY FOR JOINT VENTURES
	4:	MBD 4 (Declaration of Interest) - Is the form duly completed and signed?
	5:	MBD 5 - Is the form duly completed and signed?
	6:	MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached? (**NB**! BBBEE certificates can be verified with the verification agency, but a sworn affidavit must be an original and not a copy to be eligible for BBBEE points)
	7:	MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?
	8:	MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?
	9:	MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses, and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested? (**NB**! Municipal accounts will be verified and used as basis for preference Points scoring in terms of the Stellenbosch preferential procurement Policy. The business address, lease agreement or sworn affidavit will be the basis for awarding points for locality)
	10:	OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?
2.	**Returnable Schedules for technical requirements that will be incorporated into the Contract**	
	11:	Form of Indemnity - Is the form duly completed and signed?
	12:	Consultancy services provided to the organs of state
	13A:	Work experience of the tenderer – completed contract
	13B:	Work experience of the tenderer – current contracts
	14:	Subcontractors
	15:	Pre-qualification criteria
	16:	Proposed deviation and qualification by the tenderer
	17:	Record of addenda to tender documents
	18:	Key Personnel
	18A:	Additional Key Personnel
	19:	Personnel schedule (other than key personnel)
	20:	Support resources
	21:	Proposed work plan
	22:	Professional indemnity insurance
3.	**Other documents required for tender valuation purposes**	
	a) Joint Venture Agreement (if applicable) – append to **Schedule 42**	
	b) Curriculum Vitae of each Staff – append to each **Schedule 23 - 41**	
	c) Proof of Professional Registration of each Staff as applicable - append to each Schedule **23 - 41**	
	d) Proof of Qualification of each Staff as applicable – append to each **Schedule 23 - 41**	
	e) Documentary evidence/proof of Professional Indemnity Insurance – append to **Schedule 43**	
	f) Any other documentary evidence/proof as required – append to **Schedule 46**	
4.	**C1.1 The offer portion of C1.1 Form of Offer and Acceptance**	
5.	**C1.2 Contract Data (Part 2)**	
6.	**C2.2 Activity Schedule**	
7.	**C5. Additional Returnable Documents**	

T2.2 Returnable Schedules

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED ARE ATTACHED TO THE TENDER DOCUMENT:

Certificate of Clarification/Virtual Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	**Yes**		**No**	
Authority to Sign a Bid - Is the form duly completed and is a **certified copy** of the **resolution** attached?	**Yes**		**No**	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	**Yes**		**No**	
MBD 5 - Is the form duly completed and signed?	**Yes**		**No**	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a copy of the **B-BBEE Certificate** issued by a Verification Agency accredited by SANAS **or** the **original Sworn Affidavit** attached? (NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT **MUST** BE AN ORIGINAL AND **NOT** A COPY TO BE ELIGIBLE FOR BBBEE POINTS)	**Yes**		**No**	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	**Yes**		**No**	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	**Yes**		**No**	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the **Identity numbers**, **residential addresses** and **municipal account numbers** of **ALL** members, partners, directors, etc. provided on the form as requested? (NB! MUNICIPAL ACCOUNTS WILL BE VERIFIED AND USED AS BASIS FOR PREFERENCE POINTS SCORING IN TERMS OF THE STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY. THE BUSINESS ADDRESS, LEASE AGREEMENT OR SWORN AFFIDAVIT WILL BE THE BASIS FOR AWARDING POINTS FOR LOCALITY)	**Yes**		**No**	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid **Letter of Good Standing** from the Compensation Commissioner attached?	**Yes**		**No**	
Form of Indemnity - Is the form duly completed and signed?	**Yes**		**No**	
Pricing Schedule - Is the form duly completed and signed?	**Yes**		**No**	
Form of Offer- Is the form duly completed and signed? (If applicable)	**Yes**		**No**	
Declaration by Tenderer - Is the form duly completed and signed?	**Yes**		**No**	

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 1: CERTIFICATE OF CLARIFICATION/VIRTUAL MEETING ATTENDANCE

Virtual meetings declaration:

I / We*, the undersigned, certify that I/we* have familiarized ourselves with the requirements of this tender as discussed at the virtual meeting for which I/we* am / are* submitting this Tender and have, as far as practicable, familiarized myself/ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender.

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO			
E-MAIL		SIGNATURE	

NB: Please note that no latecomers will be allowed.

For all compulsory virtual teams meetings, bidders who fail to provide their contact details 48 hours prior to the virtual teams meeting may be regarded as **non-compliant**

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 2: AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____ _____.

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as a natural person.

SIGNATURE:		**DATE:**	
PRINT NAME:			
WITNESS 1:		**WITNESS 2:**	

OR

2. COMPANIES AND/OR CLOSE CORPORATIONS

2.1. **If a Bidder is a COMPANY**, **a certified copy of the resolution by the board of directors**, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid,** that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC**) submitting a bid**, a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid.**

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)							
1.		2.					
3.		4.					
5.		6.					
7.		8.					
9.		10.					
Is a COPY of the resolution attached?				**YES**		**NO**	

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

OR

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner			Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

OR

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize_____

_____ (Name of entity) to act as the lead consortium partner and further authorize Mr./Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and/or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

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. ___ _____ authorized signatory of the Company/Close Corporation/Partnership (name) _____ _____, 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.

(i) Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii)Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		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 Schedule 43.

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 4: DECLARATION OF INTEREST – **MBD 4**

1. No bid will be accepted from persons in the service of the state[1].

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 bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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 bidder or his or her representative**	
3.2.	**Identity Number**	
3.3.	**Position occupied in the Company (director, shareholder [2] etc.)**	
3.4.	**Company Registration Number**	
3.5.	**Tax Reference Number**	
3.6.	**VAT Registration Number**	

3.7.	**Are you presently in the service of the state?**	**YES**		**NO**	
	If so, furnish particulars:				
3.8.	**Have you been in the service of the state for the past twelve months?**	**YES**		**NO**	

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

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

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

	If so, furnish particulars:				
3.9.	**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**	
3.9.1.	If so, furnish particulars:				
3.10.	**Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?**	**YES**		**NO**	
	If so, furnish particulars:				
3.11.	**Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?**	**YES**		**NO**	
3.11.1.	If so, furnish particulars:				
3.12.	**Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?**	**YES**		**NO**	
3.12.1.	If so, furnish particulars:				
3.13.	**Do you or any of the directors, trustees, managers, principal 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**	
3.13.1.	If so, furnish particulars:				

3.14.	**Please provide the following information on ALL directors/shareholders/trustees/members below:**		
Full Name and Surname	**Identity Number**	**Personal Income Tax Number**	**Provide State[3] Employee Number**

[3] *MSCM Regulations: "in the service of the state" means to be –*

NB:

a) **PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)**

b) **PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.**

4. DECLARATION

I, the undersigned (name) _____,
certify that the information furnished in paragraph 3 above is correct.
I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

---

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.*

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED) – **MBD5**

For all procurements expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?	**YES**		**NO**	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	**YES**		**NO**	
2.1. If no, this serves to certify that the bidder 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. 2.2. If yes, provide particulars.				
3. Has any contract been awarded to you 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?	**YES**		**NO**	
3.1. If yes, furnish particulars				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	**YES**		**NO**	
4.1 If yes, furnish particulars				

CERTIFICATION

I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME (PRINT)			
CAPACITY			
NAME OF FIRM			

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 6: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2023 – PURCHASES/SERVICES 80/20 – **MBD6.1**

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, 16 January 2023 and the Stellenbosch Preferential Procurement Policy 2026/2027

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution, and any other applicable preference

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 (delete whichever is not applicable for this tender) preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:
(a) Price;
(b) B-BBEE Status Level of Contributor. and
(c) Locality of supplier

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
LOCALITY (See definitions)	10
Total points for Price, BBBEE and Locality (must not exceed 100)	**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 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed.

1.7 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) "**Locality**" means the local suppliers and/or service providers that business offices are within the Municipal area of Stellenbosch (WC024).

(h) **"price"** includes all applicable taxes less all unconditional discounts;

(i) **"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;

(j) **"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;

(k) "**Specific goals**" means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

(l) **"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 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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**

4.3 **POINTS AWARDED FOR PRICE**

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

80/20 or 90/10

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

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 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender

5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.

5.3 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), must be allocated for specific goals. These goals are:

(a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;

(b) Promotion of enterprises located in the municipal area (WCO24)

5.4 Regarding par 5.3 (a) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

5.5 A tenderer must submit proof of its BBBEE status level contributor.

5.6 A tenderer failing to submit proof of BBBEE status level of contributor –
5.6.1 may only score in terms of the 80/90-point formula for price; and
5.6.2 scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

5.7 Regarding par 5.3 (b) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	10	5
Outside of the boundaries of the municipality	0	0

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution and Locality 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 claimed in respect of paragraph 7.1 must be substantiated by relevant proof of B-BBEE status level of contributor.)

7.2 Within the boundaries of Stellenbosch Municipality (WC024)?

YES		NO	

Business Address - ……
……
……

(Points claimed in respect of paragraph 7.2 must be substantiated by relevant proof that the business premises is situated in the Municipal area of Stellenbosch (WC024). A valid municipal account or proof of valid lease agreement, or sworn affidavit must be attached)

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

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		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:……

9.2 VAT registration number:……

9.3 Company registration number:……

9.4 TYPE OF COMPANY/ FIRM

- ϒ Partnership/Joint Venture / Consortium
- ϒ One person business/sole propriety
- ϒ Close corporation
- ϒ Company
- ϒ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……

9.6 COMPANY CLASSIFICATION

- ϒ Manufacturer
- ϒ Supplier
- ϒ Professional service provider
- ϒ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated: ……

Registered Account Number: …….

Stand Number:……

9.8 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, qualify 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/Locality points has been claimed or obtained on a fraudulent basis or any of the conditions of the 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 OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

STELLENBOSCH
STELLENBOSCH • PNIEL • FRANSCHHOEK
MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

PLEASE COMPLETE IN FULL YOUR OWN AFFIDAVIT TO CLAIM POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL (DRAFT EXAMPLE) (DO NOT USE. USE NEW/APPLICABLE TEMPLATE)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

NB!

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

EXAMPLE - DO NOT USE

Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

EXAMPLE - DO NOT USE

3. I hereby declare under Oath that:

- The Enterprise is_____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is_____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is_____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
    - Black Youth % =_____%
    - Black Disabled % =___%
    - Black Unemployed % =_____%
    - Black People living in Rural areas % =_%
    - Black Military Veterans % =___%
- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of_____(DD/MM/YYYY), the annual Total NBI was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	**Level Two** (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	**Level Four** (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature:_____

Date :_____

_____

Commissioner of Oaths
Signature & stamp
Date:

NBI ORIGINALLY CERTIFIED/ NOT COPY

EXAMPLE – DO NOT USE

EXAMPLE OF POINT SCORING AND ALLOCATION OF PREFERENCE POINTS (80/20) WHERE LOCALITY AS A GOAL IS INCLUDED. STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY.

BIDDER	PRICE	BBBEE LEVEL (VALID)	BUSINESS PREMISES (IN WC024)
TENDERER A	R 80 000	1	NO
TENDERER B	R 75 000	1	YES
TENDERER C	R 70 000	2	NO

BIDDER	PRICE POINTS (Out of 80)	BBBEE POINTS (Out of 10)	LOCALITY POINTS (Out of 10)	TOTAL POINTS (Out of 100)
TENDERER A	68.57	10	0	78.57
TENDERER B	74.29	10	10	94.29
TENDERER C	80	9	0	89

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 7: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – **MBD 8**

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors, have:
   3.1. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
   3.2. been convicted for fraud or corruption during the past five years;
   3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
   3.4. 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).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

4.1	Is the bidder or any of its directors listed on the National Treasury's database 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 National Treasury after the audi alteram partem rule was applied).*	**Yes**	**No**
4.1.1	If so, furnish particulars:		
4.2	Is the bidder 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 (No 12 of 2004)? *(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).*	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No

4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 8: CERTIFICATE OF INDEPENDENT BID DETERMINATION – **MBD 9**

1. This Municipal Bidding Document (MBD) must form part of all bids invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[4] Collusive bidding is a *per se* prohibition, meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

   3.1. take all reasonable steps to prevent such abuse;

   3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

   3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

STELLENBOSCH MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:
1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

[4] *Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.*

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   5.1. has been requested to submit a bid in response to this bid invitation;
   5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[5] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   7.1. prices;
   7.2. geographical area where product or service will be rendered (market allocation)
   7.3. methods, factors or formulas used to calculate prices;
   7.4. the intention or decision to submit or not to submit a bid;
   7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
   7.6. bidding with the intention not to win the bid.

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 bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid 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 bids and contracts, bids 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

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

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 9: CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES – **MBD 10**

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality 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 Stellenbosch Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer 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.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder/Partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director/shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy (ies) of ID document(s) and Municipal Accounts. If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement or sworn affidavit must be submitted with this tender.

- **PLEASE SUBMIT MUNICIPAL ACCOUNTS FOR THE FOLLOWING TWO MONTHS AFTER BID CLOSURE TO THE RELEVANT SCM PRACTITIONER SHOULD THE BID NOT BE AWARDED YET.**

Signature	**Position**	**Date**

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 10: COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)	
Stellenbosch Municipality has a legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor. In order to enter into this agreement, the following information is needed regarding the above-mentioned:	
Contractor's registration number with the office of the Compensation Commissioner:	
NOTE: **A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter** **of Good Standing must be handed in, in this regard.**	

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 11: FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____

of (registered address of Company) _____

a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____

in his capacity as (Designation) _____ of

the Contractor, is duly authorised hereto by a resolution dated _____ /20__, to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20____, with the Municipality, who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 12: CONSULTANCY SERVICES PROVIDED TO THE ORGANS OF STATE

The tenderer shall indicate on the schedule below particulars of all consultancy services provided to organs of state by all offices (if applicable), country-wide, in the last five years. Tenderers shall also indicate, by means of a tick (✓) 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 the 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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 13 A: SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

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

Where the tendering entity is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary). The eligibility requirements in respect of track record will, however, be applied to the partner that will undertake project management services.

EMPLOYER (Name, Tel, Fax, Email)		**NATURE OF WORK**	**VALUE OF WORK (INCL. VAT)**	**CONTRACT PERIOD**
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 13 B: SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall indicate on the schedule below all Government Subsidised Housing Projects that are currently being undertaken in their local office.

Where the tendering entity is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary). The eligibility requirements in respect of track record will, however, be applied to the partner that will undertake project management services.

EMPLOYER (Name, Tel, Fax, Email)		**NATURE OF WORK**	**VALUE OF WORK (INCL. VAT)**	**CONTRACT PERIOD**
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				
Company				From
Tel				
Contact Person				To
Email				

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 14: SCHEDULE OF SUBCONTRACTORS

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

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

SUBCONTRACTORS				
Category / Type	**Subcontractor Name; Address; Contact Person; Tel. No.**		**Items of work (pay items) to be undertaken by the Subcontractor**	**Estimated cost of Work (Rand)**
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule *(If nil, enter **NIL**)*				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 15: PRE-QUALIFICATION CRITERIA

To be declared responsive, and unless indicated below, the Project Manager/Team Leader (**The Tenderer**) must assemble a professional team of individual consultants, as noted below, to undertake the works as specified for each person listed below. A signed undertaking from each consultant or firm having the required personnel would be required, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultancy agreement. Such an undertaking must be attached to **Schedule 45**

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

a) A **Project Manager/ Team Leader (The Tenderer)**, who will act as Principal Agent, with at least a bachelor's degree in the built environment and at least 10 years verifiable post-graduate experience in the management of planning, design, and construction monitoring services for Residential Housing Development, at least five (5) of which must be related to Government Subsidised Housing Development. The Project Manager/Team Leader will assume full contractual responsibility for the professional team and all services carried out in terms of this tender, which includes primarily assembling, managing, and driving the professional team. The Project Manager/Team Leader must be registered with SACPCMP or PMI and must provide proof in this regard. The Project Manager/Project Management entity shall remain independent of all other professional service providers forming part of the multidisciplinary team.

b) A **Professional Civil Engineer/Technologist** with at least 7 (seven) years verifiable post-graduate experience in the planning, design, and construction monitoring of subsidised housing development, and who will be responsible for all civil infrastructure work carried out in terms of this tender. The Civil Engineer must be registered with ECSA and must provide proof in this regard.

c) A **Professional Geotechnical Engineer** with at least 7 (seven) years verifiable post-graduate experience in undertaking geotechnical engineering work relating to subsidised housing development and who will be responsible for geotechnical work required in terms of this tender. The Geotechnical Engineer must be registered with ECSA and must provide proof in this regard.

d) A **Professional Transport/Traffic Engineer** with at least 7 (seven) years verifiable post-graduate experience in undertaking Traffic Impact Assessment work relating to subsidised housing developments and who will be responsible for Traffic/Transportation work carried out in terms of this tender. The Traffic/Transport Engineer must be registered with ECSA and must provide proof in this regard.

e) A **Professional Electrical Engineer** with at least 7 (seven) years verifiable post-qualification experience in the planning, design, and construction monitoring of subsidised housing development and who will be responsible for all electrical infrastructure work carried out in terms of this tender. The Electrical Engineer must be registered with ECSA and must provide proof in this regard.

f) A **Town Planner** with at least 7 (seven) years verifiable post-graduation experience in town planning practice for subsidised housing developments and who will be responsible for all town planning work carried out in terms of this tender. The Town Planner must be registered with SACPLAN and must provide proof in this regard.

g) An **Architect/Urban Designer** with at least 7 (seven) years verifiable post-graduation experience in architectural or urban design practice for subsidised housing development and who will be responsible for all architectural or urban design work carried out in terms of this tender. The Architect/Urban Designer must be registered with SACAP and UDISA and must provide proof in this regard.

h) An **Environmental Assessment Practitioner** with at least 7 (seven) years verifiable post-graduation experience in environmental impact assessments and who will be responsible for all such work carried out in terms of this tender. The Environmental Assessment Practitioner must be registered with the South African Council for Natural Scientific Professions and must provide proof in this regard.

i) A **Land Surveyor** with at least 7 (seven) years verifiable post-graduate experience in surveying housing developments and who will be responsible 3for all such work carried out in terms of this tender, including the uploading of the Approved General Plans to the Municipalities' GIS Department. The Land Surveyor must be registered with SAGC and must provide proof in this regard.

Where required, the professional registration numbers of key personnel must be indicated on the schedule Key Personnel, Part T2.2: Returnable Schedule, and schedules. The Key Personnel and Additional Key Personnel experience must be completed from **Schedule 23** to **Schedule 42**.

Each proposed Key Personnel and Additional Key Personnel shall submit a list of five (5) completed projects in accordance with **Schedules 23 to 42**.

The projects submitted for each Key Personnel shall be relevant to the scope of work of this tender and shall have been completed within the past ten (10) years.

For the proposed Project Manager, Civil Engineer, Town Planner, Land Surveyor, Environmental Assessment Practitioner, and Environmental Control Officer, at least one (1) of the listed projects shall demonstrate experience in the upgrading of informal settlements.

In addition to the above, the Project Manager and Civil Engineer shall each demonstrate experience on at least one (1) completed project involving the management, planning, design and construction monitoring of bulk infrastructure engineering works with a minimum construction value of **R100 million** (VAT inclusive).

j) Funding Mobilisation and Funding Securing Capability

The Tenderer (Project Manager/Team Leader) shall demonstrate verifiable capability to prepare, package, submit, and successfully secure funding from a recognised provincial and/or national funding institution for a project of a similar scale and nature to the works contemplated in this tender.

For purposes of compliance, the Tenderer shall submit:

1. A signed and verifiable reference letter, award letter, approval letter, grant letter, or funding agreement issued by the relevant provincial or national funding institution; and
2. Proof that the Tenderer, either directly or through a named consortium member or sub-consultant, acted in a lead, coordinating, or advisory capacity in the funding application process; and
3. Evidence that at least one such funding application resulted in funding approval or financial close within the past ten (10) years.

k) Bankability and Project Packaging Experience

The Tenderer shall demonstrate experience in preparing bankable or fundable project packages for subsidised housing, mixed-use precinct, or bulk infrastructure projects, including at least one completed project where external public funding was successfully obtained and the project proceeded to implementation.

For compliance, the Tenderer shall submit documentary proof of the funding approval and a concise project summary showing the Tenderer’s role in the application, packaging, and implementation process.

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 15A: PRE-QUALIFICATION COMPLIANCE SHEET

Role	Pre-qualification requirement	Comply (Yes/No)
Project Manager / Team Leader (Tenderer)	Bachelor's Degree in the Built Environment.	
	Minimum ten (10) years' verifiable post-graduate experience in the management of planning, design and construction monitoring services for Government Subsidised Housing Developments.	
	Registered with SACPCMP as a Professional Construction Project Manager or certified by the Project Management Institute (PMI). Proof attached.	
	All five (5) submitted projects were completed within the past ten (10) years.	
	Demonstrate at least one (1) completed informal settlement upgrading project.	
	Demonstrate at least one (1) completed bulk infrastructure project with a construction value of not less than **R100 million** (VAT inclusive).	
	Tenderer has successfully secured Provincial and/or National Government funding for at least one (1) comparable project within the past ten (10) years.	
	Documentary proof of funding approval attached (award letter, grant approval, funding agreement or equivalent).	
	Documentary proof confirms the Tenderer's lead role in preparing or coordinating the successful funding application.	
	Tenderer has prepared at least one (1) project to a bankable or fundable stage during the past ten (10) years.	
	Documentary evidence demonstrates preparation of feasibility studies, financial models, implementation plans, business plans, and funding submissions.	
Professional Civil Engineer / Technologist	Minimum seven (7) years' verifiable post-graduate experience in planning, design and construction monitoring of subsidised housing developments.	
	Registered with ECSA. Proof attached.	
	All five (5) submitted projects were completed within the past ten (10) years.	
	Demonstrate at least one (1) completed informal settlement upgrading project.	
	Demonstrate at least one (1) completed bulk infrastructure project with a construction value of not less than **R100 million** (VAT inclusive).	
Professional Geotechnical Engineer	Minimum seven (7) years' verifiable post-graduate experience.	
	Registered with ECSA. Proof attached.	
	All five (5) submitted projects were completed within the past ten (10) years.	

Professional Transport / Traffic Engineer	Minimum seven (7) years' verifiable post-graduate experience.	
	Registered with ECSA. Proof attached.	
	All five (5) submitted projects were completed within the past ten (10) years.	
Professional Electrical Engineer	Minimum seven (7) years' verifiable post-graduate experience.	
	Registered with ECSA. Proof attached.	
	All five (5) submitted projects were completed within the past ten (10) years.	
Town Planner	Minimum seven (7) years' verifiable post-graduate experience in subsidised housing developments.	
	Registered with SACPLAN. Proof attached.	
	All five (5) submitted projects were completed within the past ten (10) years.	
	Demonstrate at least one (1) completed informal settlement upgrading project.	
Architect / Urban Designer	Minimum seven (7) years' verifiable post-graduate experience.	
	Registered with UDISA while practising as an Urban Designer.	
	Registered with SACAP. Proof attached.	
	All five (5) submitted projects were completed within the past ten (10) years.	
Environmental Assessment Practitioner	Minimum seven (7) years' verifiable post-graduate experience in Environmental Impact Assessments.	
	Registered with EAPASA. Proof attached.	
	All five (5) submitted projects were completed within the past ten (10) years.	
	Demonstrate at least one (1) completed informal settlement upgrading project.	
Professional Land Surveyor	Minimum of seven (7) years' verifiable post-graduate experience.	
	Registered with SAGC. Proof attached.	
	All five (5) submitted projects were completed within the past ten (10) years.	
	Demonstrate at least one (1) completed informal settlement upgrading project.	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 16: SCHEDULE OF PROPOSED DEVIATION AND QUALIFICATION BY THE 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 their tender and reference such letter in this schedule. Any proposed deviation or qualifications contained in a covering letter that 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)	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 17: 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.		

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES FOR THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 18: 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. The Curriculum Vitae of each individual must be appended to this schedule.

1. PROJECT MANAGER/TEAM LEADER (THE TENDERER)				
NAME	**JOB TITTLE**	**QUALIFICATIONS**	**REGISTRATION NO.**	**NO. OF YEARS OF EXPERIENCE**
2. CIVIL ENGINEER/TECHNOLOGIST				
NAME	**JOB TITLE**	**QUALIFICATIONS**	**REGISTRATION NO.**	**NO. OF YEARS OF EXPERIENCE**
3. GEOTECHNICAL ENGINEER				
NAME	**JOB TITLE**	**QUALIFICATIONS**	**REGISTRATION NO.**	**NO. OF YEARS OF EXPERIENCE**
4. ELECTRICAL ENGINEER				
NAME	**JOB TITLE**	**QUALIFICATIONS**	**REGISTRATION NO.**	**NO. OF YEARS OF EXPERIENCE**
5. TOWN PLANNER				
NAME	**JOB TITLE**	**QUALIFICATIONS**	**REGISTRATION NO.**	**NO. OF YEARS OF EXPERIENCE**
6. URBAN DESIGNER/ARCHITECT				
NAME	**JOB TITLE**	**QUALIFICATIONS**	**REGISTRATION NO.**	**NO. OF YEARS OF EXPERIENCE**
7. ENVIRONMENTAL ASSESSMENT PRACTITIONER				
NAME	**JOB TITLE**	**QUALIFICATIONS**	**REGISTRATION NO.**	**NO. OF YEARS OF EXPERIENCE**

8. LAND SURVEYOR				
NAME	**JOB TITLE**	**QUALIFICATIONS**	**REGISTRATION NO.**	**NO. OF YEARS OF EXPERIENCE**
9. TRANSPORT/TRAFFIC ENGINEER				
NAME	**JOB TITLE**	**QUALIFICATIONS**	**REGISTRATION NO.**	**NO. OF YEARS OF EXPERIENCE**

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 18A: ADDITIONAL KEY PERSONNEL

The tenderer shall confirm on this schedule that they have access to the additional key personnel listed below and that these personnel meet the stated requirements. The tenderer must also confirm that the personnel will be available when required during the contract.

1. A **Professional Structural Engineer** with at least 7 (seven) years verifiable post-graduate experience in the planning, design, and construction monitoring of subsidised housing developments, and who will be responsible for all structural work carried out in terms of this tender. The Structural Engineer must be registered with ECSA and must provide proof in this regard.

2. A **Clerk of Works (Top Structures)** with at least 7 (seven) years verifiable post-graduation experience in construction site monitoring relating to the construction of subsidised housing developments and who will be responsible for all on-site construction activities, including quality assurance, in terms of this tender. The Clerk of Works must be registered with SACPCMP as either a Construction Manager (CM)/Building Inspector (BI) or with SACAP as a Building Control Officer.

3. A **Landscape Architect** with at least 7 (seven) years of verifiable post-graduation experience in housing developments and who will be responsible for all such work carried out in terms of this tender. The Landscape Architect must be registered with SACLAP and must provide proof in this regard.

4. A **Social Facilitator** with at least 7 (seven) years verifiable experience in subsidised housing developments, and who will be responsible for all public participation and stakeholder engagement work to be carried out in terms of this tender.

5. A **registered Conveyancing Attorney** with at least 7 (seven) years verifiable post-graduate experience in subsidised housing registration and transfers who will be responsible for all Conveyancing work carried out in terms of this tender. Must be an admitted Attorney of the High Court of South Africa and must provide proof in this regard.

6. A **Heritage Assessment Practitioner** with at least 7 (seven) years verifiable post-graduation experience in processing heritage impact assessments and who will be responsible for all such work carried out in terms of this tender. The Heritage Assessment Practitioner must be registered with the Association of Professional Heritage Practitioners (APHP) and must provide proof in this regard.

7. A **Beneficiary Administrator** with at least 7 (seven) years verifiable experience in subsidised housing development, who will be responsible for all Beneficiary Administration services required in terms of this tender.

8. A **Quantity Surveyor** with at least 7 (seven) years verifiable experience in housing, human settlements, residential developments, or similar projects. The experience must include cost planning, preparation of cost estimates, preparation of Bills of Quantities where applicable, cost monitoring and reporting, assessment of contractor payments, variations and final accounts. The Quantity Surveyor must be a Professional Quantity Surveyor (PrQS) registered with the South African Council for the Quantity Surveying Profession (SACQSP). The proposed Quantity Surveyor must have experience on at least 5 (five) completed human settlement or residential development projects within the past 10 years.

9. A **Clerk of Works (Civil)** with at least 7 (seven) years verifiable post-graduation experience in construction site monitoring relating to the construction of subsidised residential civil engineering infrastructure and who will be responsible for all on-site construction activities, including quality assurance, in terms of this tender. The Clerk of Works (Civils) must be registered with ECSA as an Engineering Technician and must provide proof in this regard.

10. A **Health & Safety Officer/Specialist** with at least 7 (seven) years verifiable post-graduation experience in housing development, who will be responsible for all health and safety planning and assurance work carried out in terms of this tender. The Health and Safety Officer/Specialist must be registered with SACPCMP and must provide proof in this regard.

11. An **Environmental Control Officer** with at least 7 (seven) years verifiable post-graduation experience in housing development, who will be responsible for all environmental control work carried out in terms of this tender. The Environmental Control Officer must be registered with EAPASA and must provide proof in this regard.

It must be noted that the bidder must propose the above additional key personnel during the tender stage, but they will be assessed when their services are required.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 18A: ADDITIONAL KEY PERSONNEL

1. STRUCTURAL ENGINEER

NAME	JOB TITTLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS OF EXPERIENCE

2. CLERK OF WORKS (TOP STRUCTURES)

NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS OF EXPERIENCE

3. LANDSCAPE ARCHITECT

NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS OF EXPERIENCE

4. SOCIAL FACILITATOR

NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS OF EXPERIENCE

5. CONVEYANCING ATTORNEY

NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS OF EXPERIENCE

6. HERITAGE ASSESSMENT PRACTITIONER

NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS OF EXPERIENCE

7. BENEFICIARY ADMINISTRATOR

NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS OF EXPERIENCE

8. QUANTITY SURVEYOR

NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS OF EXPERIENCE
9. CLERK OF WORKS (CIVILS)				
NAME	**JOB TITLE**	**QUALIFICATIONS**	**REGISTRATION NO.**	**NO. OF YEARS OF EXPERIENCE**
10. ENVIRONMENTAL CONTROL OFFICER				
NAME	**JOB TITLE**	**QUALIFICATIONS**	**REGISTRATION NO.**	**NO. OF YEARS OF EXPERIENCE**
11. HEALTH AND SAFETY OFFICER/SPECIALIST				
NAME	**JOB TITLE**	**QUALIFICATIONS**	**REGISTRATION NO.**	**NO. OF YEARS OF EXPERIENCE**

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 19: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

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

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT (Weeks)

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 20: SUPPORT RESOURCES

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

HARDWARE AND SOFTWARE PACKAGE/S AVAILABLE FOR USE		
NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/LICENCED OR OTHER

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 21: PROPOSED WORK PLAN

A proposed work plan, based on a previous government-subsidised housing project successfully undertaken by the tenderer, must be submitted as part of the tender.

The proposed work plan must be sufficiently detailed, while preferably not exceeding five (5) pages, to demonstrate the tenderer's understanding of the project scope. Tenderers are required to show that they fully appreciate the project brief, have a clear understanding of the actions and activities necessary to deliver the required outcomes, and have identified the key challenges likely to be encountered.

The work plan must also describe the proposed approach, methodology, sequencing of activities, and management strategy that will be adopted to successfully achieve the project objectives.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

SCHEDULE 22: PROFESSIONAL INDEMNITY INSURANCE

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall state below the 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 INSURED	**NAME OF INSURER**	**LIMIT OF INDEMNITY FOR EACH CLAIM**

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

Part C1: Agreements and Contract Data

		Pages
	Memorandum of Agreement	
C1.1	Form of Offer and Acceptance……	91 – 94
C1.2	Contract Data (Data provided by the Employer)……	95 – 107
C1.2	Contract Data (Part 2: Data provided by the Service Provider)……..	108
C1.3	Occupational Health and Safety Agreement……..	109
C1.4	Insurance Broker's Warranty……....	110

MEMORANDUM OF AGREEMENT

FOR

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

MADE AND ENTERED INTO BETWEEN

STELLENBOSCH MUNICIPALITY

And

CONTRACTOR	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The "Contractor" / "tenderer")	
TRADING AS (if different from above)	
REGISTRATION NUMBER	
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECUTANDI OF THE CONTRACTOR	
AUTHORISED REPRESENTATIVE	
CAPACITY OF AUTHORISED REPRESENTATIVE	

(HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES" AND INDIVIDUALLY A "PARTY")

Preamble

WHEREAS the Stellenbosch Municipality is desirous of awarding this Tender to the successful Contractor;

AND WHEREAS the Stellenbosch Municipality will consider and evaluate the offer made by the Tenderer/Contractor;

AND WHEREAS the Parties agree that this Contract is subject to the terms and conditions as contained in the final award of the Municipality's Bid Adjudication Committee (BAC);

AND WHEREAS the Tenderer/Contractor agrees that the terms and conditions of the award will become binding upon communication of the award made by the BAC, upon the expiration of the prescribed appeal period in terms of Section 62 of the Municipal Systems Act, and the furnishing of a duly countersigned contract by the Municipality to the Contractor reflecting the BAC award.

NOW THEREFORE, the Parties agree and confirm that the Contract contains the following:

a) the Form of Offer and Acceptance,

b) the Contract Specific Data within the Contract Data,

c) the Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015),

d) Any Annexures

e) the Scope of Work,

f) the Pricing Data, and

g) the conditions of tender, the tender data and tender schedules

SIGNED AT		(PLACE) ON THE		(DAY) OF		(MONTH AND YEAR)

For and on behalf of the Contractor
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name & Surname:

For and on behalf of Stellenbosch Municipality
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

BSM 10/27: APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

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:

B/SM 10/27: APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

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 authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor 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.

This is a rates-based contract. The rates as contained in Part C2.2: Schedules of Rates for the award Services Work Categories tendered for, shall form the tender offer. These rates shall be multiplied, as applicable, by the quantities required in respect of relevant items to develop individual Work Orders or Time charge Orders to be allocated in accordance with the procedures described in the Procedure for the Allocation of Work Orders, Part C1.2: Contract Data in this Framework Contract document.

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

Contractor	
Business Name	
Business Registration	
Tax number (VAT)	
Physical Address	
Signed – who by signature hereto warrants authority	
Name of signatory	
Signed: Date	
Signed: Location	
Signed: Witness	
Name of Witness	

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

Acceptance

By signing this part of this form of offer and acceptance, the Stellenbosch Municipality accepts the tenderer's (now Contractor's) offer. In consideration thereof, the Stellenbosch Municipality shall pay the contractor the amount due in accordance with the conditions of the contract identified in the contract data. Acceptance of the contractor's offer shall form an agreement between the Stellenbosch Municipality and the contractor upon the terms and conditions contained in this document.

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
Part C5: Returnable Documents (additional)

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 of deviations.

The contractor shall, within two weeks after receiving a completed copy of the contract, including the schedule of deviations (if any), contact Stellenbosch Municipality to arrange the delivery of any securities, bonds, guarantees, proof of insurance, and any other documents to be provided in terms of the conditions of the contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute repudiation of the contract.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the contractor confirms receipt from Stellenbosch Municipality of one complete, signed copy of this contract containing the price schedule as awarded by the BAC, including the schedule of deviations (if any).

STELLENBOSCH MUNICIPALITY	
Business Name	
Business Registration	
Tax number (VAT)	
Physical Address	
Accepted contract sum including ta	
Signed – who by signature / letter warrant authority	
Name of signatory	
Signed: Date	
Signed: Location	
Signed: Witness	
Name of Witness	

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

Schedule of Deviations

Notes:

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

1 Subject Details .....

2 Subject Details .....

3 Subject Details .....

4 Subject Details .....

5 Subject Details .....

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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

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

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

(TO BE FILLED IN BY THE CONTRACTOR)

Confirmation of Receipt

The contractor identified in the offer part of the Contract hereby confirms receipt from the Stellenbosch Municipality (identified in the acceptance part) of 1 (one) complete, signed copy of the Contract containing the price schedule as awarded by the BAC, including the Schedule of Deviations (if any) on:

The ..... (Day)

Of ..... (Month)

20 ..... (year)

At ..... (Place)

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

For the Supplier: Signature (s)

Name(s) .....

Capacity .....

Signature and name of witness:

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

STELLENBOSCH MUNICIPALITY

DIRECTORATE: PLANNING AND ECONOMIC DEVELOPMENT

B/SM 10/27

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

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:

Delete the following definitions and replace with:

Contract
See **Framework Contract** or **Work Order**, as the context requires

Contract Price
The price to be paid for the performance of the Services in accordance with the pricing data as reflected in the acceptance amount of each Work Order.

Employer
The **Employer** is **STELLENBOSCH MUNICIPALITY**.

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

Period of Performance
The period, relating to the **Works Order**, within which the **Services** are to be performed and completed, commencing from the **Start Date**.

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

The period(s) of performance for these services rendered under the **Framework Contract** will be defined in the **Contract Data** of the **Works Order Contract Documents**

Project
See **Works Order**

Start Date of the **Framework Contract**
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).

Start Date of **Works Orders**
The date of the authorisation of the **purchase order** relating to any **Works Order**, and ending on the date when all Services are satisfactorily rendered

Add the following definitions:

Activity Schedule
The part of the **Works Order Document** that sets out the compilation of the **Contract Price** and is compiled based on the **Schedule of Rates**

Ad Hoc Nature
With reference to a framework contract means where there are no fixed monthly financial commitments

Framework Contract
Part C1 of this document, signed by the **Parties** and all documents referenced therein that together form the **framework contract** between the **parties**. and means the Contract as defined herein; and further means a contract for construction works, goods and services, between the Municipality and one or more suppliers for the provision of construction works, goods or services, which are of an ad-hoc or repetitive nature on an “as instructed” or “as and when required” basis where the terms, conditions, specifications, rates, prices, and works order allocation processes are awarded for use over a predetermined period without guaranteeing any quantum of expenditure utilising the contract.

Framework Contract Manager

The person named as the **Framework Contract Manager** in the **Contract Data** or any other person appointed from time to time by the **Employer** and of whom the **Service Provider** is notified, in writing, to act as **Framework Contract Manager** for the purposes of the **Contract** as a substitute for the **Framework Contract Manager** so named.

The function of the **Framework Contract Manager** is to administer **the Framework Contract** in accordance with the provisions of the **Framework Contract**.

The **Framework Contract Manager** shall be an employee of the **Employer**, authorised as its representative to administer the **Framework Contract**.

The Framework Contract Manager is **MANAGER HOUSING DEVELOPMENT: LESTER VAN STAVEL; DIRECTORATE: PLANNING AND ECONOMIC DEVELOPMENT, DEPARTMENT: INTEGRATED HUMAN SETTLEMENT**

Framework Contract Period
The period stated in the Contract Data, during which Works Orders may be allocated to the Service Provider and for which Purchase Orders may be raised (issued), provided that such orders be completed prior to the expiry of the period; provided that the Framework Contract shall continue to remain in force after the expiration of the Framework Contract Period until the Final Approval Certificate has been issued by the Employer for the last outstanding Works Order at the expiration of any Defects Liability Period of that Works Order. Works Order should not exceed 3 years after the expiry of the Framework Contract.

Contract Period
See **Framework Contract Period**

Letter of Notification
The letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of a successful tenderer's Offer, and no rights shall accrue.

Multiple Suppliers
A number of service providers, of which the Service Provider is one, appointed by the Employer under the Framework Contract to be available to execute Work Orders as and when they arise.

Purchase Order
The official purchase order was created and sent to the service provider by a Stellenbosch Municipality representative.

Repetitive Nature
A contract for services that the Municipality has an obligation to provide on an ongoing basis

Schedule of Rates
The document is drawn as designated in the Pricing Data, which will be used to compile the Activity Schedule in the Works Order contract document(s).

Winner
The Service Provider appointed by the Employer under the Framework Contract to be available to execute Works Orders as and when they arise, on a **"winner-takes-all"** basis as stated in the Contract, and who will be allocated work on an ongoing basis, unless he refuses a work opportunity or is deemed by the Employer (due to poor performance on previous works orders as defined in **Clause 4.8 Performance Monitoring and Clause 3.12.1)** unable to perform a specific works order, will the work be offered to the next highest ranked tenderer (alternative).

Winner-Takes-All

The basis on which the highest ranked service provider per category, "the winner" in terms of the framework tender evaluation, is allocated work on a **"winner-takes-all"** basis, unless he refuses or is deemed by the Employer (due to poor performance on previous works orders as defined in **Clause 4.8 Performance Monitoring and Clause 3.12.1)** unable to perform a specific works order, in which case the work will be offered to the next highest ranked tenderer (alternative).

Works Order Allocation Process
The process through which task(s) are determined and allocated in a framework agreement tender in accordance with the terms and conditions of the relevant contract

Works Order Contract Document
The documents that formally reflect the scope, quantum, value, delivery period, delivery details, and all other relevant terms and conditions impacting the execution of the works order

Works Order
Task(s) to be performed by a supplier under a framework agreement, of which the specific terms, conditions, and scope are specified in a works order contract document

Works Order Acceptance / Refusal Notice
The formal notification, signed by the supplier in accordance with the framework agreement, which was sent to the Municipality, informing it of its decision to accept or refuse the opportunity afforded to it to further participate in the supplier appointment procedure for a works order

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
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 SM's website. Bidder to confirm with the SM SCM if the policy is the latest.

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 **DIRECTOR: ANTHONY BARNES; DIRECTORATE: PLANNING AND ECONOMIC DEVELOPMENT**

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 Works Order will be the OFFICE of the service provider, together with the site of the proposed order as stated in the Contract Data of the Works Order Documents. Staff personnel may be expected to work out of the office or the employers' offices as the exigencies of this contract require. The address of the 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.
All Works Orders issued under this contract will be located in the Stellenbosch municipal area. It is therefore anticipated that the appointed Service Provider may be required to establish a local office due to the operational requirements of this contract in order to successfully fulfil its obligations to the Employer. This local office may belong to the Service Provider or any of its Joint Venture partners or sub-consultants.

Clause 3.8.1:
Add the following new paragraph:
The Employer reserves the right to reduce, increase or cancel individual Works Orders. This shall be done without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard.

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 events described in clause 3.9.1 occur, the professional fees and disbursements may be adjusted in a fair and reasonable manner. The Service Provider shall, however, not be entitled to an adjustment to the Extension if 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.
Delete the clause and replace with the following:

Clause 3.12

Delete the heading and replace with ***"Penalties and fines."***

Clause 3.12.1

Add the following:
The penalty amount per day is as follows:

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

PENALTY PER DAY ROUNDED OFF AS FOLLOWS:

R 0	-	R 500	nearest R5
R 501	-	R 1 000	nearest R10
R 1001	-	R 5 000	nearest R50
R 5001	-	and above	nearest R100

EXAMPLE

Estimated contract value = R2 500 000 (excluding VAT)
Contract period = 14 Months
= R2 5000 000 x 0.025/100
= R625 per day

The Penalties are linked to the delivery timeframes agreed between the Employer and the Service Provider, as defined in the agreed Works Order proposal for each project, but revised programmes must be taken into account and agreed upon.

Failure to **meet individual project deliverables or milestone dates** as defined in the agreed Works Order proposal without valid agreed-upon reasons will result in the implementation of penalties. The penalty clauses are to be used in concurrence with **Clause 4.8 Performance Monitoring**.

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 7 days of the Start Date.

Clause 3.16

Delete the entire clause and replace with the following:

All rates or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract. However, should confirmation be received that the subsidy quantum was increased and implemented by the relevant authority, any approved increase will be passed on to the consultants on a pro rata basis, for work still outstanding.
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.

Add the following clause after Clause 4.7:

Clause 4.8 Performance Monitoring

As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the Stellenbosch Municipality shall monitor the performance of the Supplier on at least a monthly basis, and the Supplier agrees to provide the SM with its full cooperation in this regard.

The Services to be performed will be defined in terms of the Work Orders.

Failure to perform (non-performance) by the Service Provider on a Work Order would include (but not be limited to) the following:

a) Repeated inadequate Work Order Proposals (including methodology, resource availability and appropriate skills, resource-based costing where applicable, programming time frames/milestones, cost proposals);
b) Failure to provide adequate and appropriate resources; or lack of capacity or the necessary skills for a particular Work Order/s;
c) Repeated failure to adhere to the agreed programme or time frames/milestones,
d) Repeated failure to submit reports, drawings, or other documents by the agreed dates;
e) Repeated errors or significant design or construction monitoring errors;
f) Other failures or actions on the part of the Service Provider causing additional costs to the Employer or delays to the programme; or
g) Combinations of the above.

Failure to meet deliverable or milestone dates (as defined in the agreed Works Order proposal):

A deliverable/milestone that is more than 30 days late may result in the issuing of a Breach Notice, which will require the matter to be remedied within 30 days or within any further period that the Employer may subsequently approve in writing. If the matter is not resolved within 30 days (or such time as agreed to by the Employer) of the issuing of the Breach Notice, the Employer reserves the right to:

a) Reduce the scope of work of the Works Order;
b) Terminate the Works Order;
c) Offer the Works Order in question and/or subsequent Works Orders to the Alternative Service Provider.

Continued poor performance and failure to meet deliverable milestones resulting in the termination of 3 works orders may lead to the termination of the framework contract in terms of Clause 8.4.1 (c) of the Contract Data.

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 twice the professional fees 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 R5 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 Staff 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 the 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:
Staff Persons shall be those individuals listed under "Staff 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 on the Staff Personnel Schedules (comprised of Schedules 18 and 19, Part T2.2: Returnable Schedules).

Clause 8.1:
Add the following:
The Service Provider is to commence the performance of the Services within **7** 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 benefited 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 Municipality as a result of (inter alia):
    i. reports of poor governance and/or unethical behaviour;
    ii. association with known notorious individuals and the family of notorious individuals;
    iii. poor performance issues, known to the Employer;
    iv. negative social media reports;
    v. adverse assurance (e.g. due diligence) report outcomes;
    vi. where the contractor has been restricted from doing business with the Employer; or
    vii. circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity;

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:
at any time, terminate the Contract by giving written notice to the Supplier; or

a) accept a contractor's proposal (via the trustee/liquidator) to render delivery utilising the appropriate contractual mechanisms or take steps to ensure its rights are protected, and any negative impact on service delivery is mitigated.

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.

Clause 12.2.1:
Add the following:
In the event that the parties fail to agree on a mediator, the mediator is nominated by the President of the South African Institution of Civil Engineering or any other institute with which the parties are in agreement.

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

Clause 12.3.3:

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

Clause 13.1:
Add the following clause after Clause 13.1.3:

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

An agreement is included in the Contract Document (C1.3 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a licensed 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 it 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 exercise of its obligations.

Clause 14.5:
Add the following new clause after Clause 14.4:

Clause 14.5: Tax Invoices
Section 20(1) of the Value Added Tax Act No. 89 of 1991 requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply, whether requested or not.

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

Clause 16: Procedure for the allocation of Works Orders

The Employer will provide the Service Provider with a scope/project brief and any specific terms and conditions (such as time frames/milestones) for a particular Works Order. The Employer reserves the right to plan and effect individual Works Orders at its sole discretion and subject to the availability of funding. The Employer also reserves the right to increase or decrease the scope of work at its sole discretion.

The procedure for the allocation of Works Orders is described in detail at the end of this Part 1: Contract Data provided by the Employer.

The procedures for the allocation of a Works Order are summarised below as follows:

These procedures include the development of a Works Order Brief, applying the tendered rates in order to arrive at a quote, and compiling a preliminary programme and scope of works linked to a cash flow from the Service Provider.

Step 1

The Programme Manager compiles a Works Order brief and any terms and conditions associated with the particular Works Order that outlines the broad details of the project and includes drawings, plans, Time frames/milestones, required completion date, and other any other information.

Step 2

Contract Administrator reviews all the Documents for compliance and determines if the Service Provider has the capacity to undertake the work. If not, the Works Order will be offered to the Alternative Service Provider. The Service Provider is to complete the Works Order Acceptance/Refusal Notice and submit the completed document to the Employer. The Alternative Service Provider cannot decline/refuse the Works Order.

Step 3

Contract Administrator shall register a new unique Works Order number linked to a new Works Package number per Service Provider on SAMRAS.

Step 4

The Programme Manager shall invite the service providers to a compulsory project briefing session/site meeting to discuss the Works Order brief. The Employer shall issue the invitation at least five (5) working days prior to the meeting date, and simultaneously make available to the service provider his project brief document.
The Employer shall conduct the compulsory Works Order meeting on the date specified. The purpose of this meeting is to inform the service provider of the Scope of Work required in the Works Order. The meeting shall furthermore serve to answer any queries the service provider may have in respect of the required work, billed items and quantities, etc.

Step 5

Subsequent to the briefing session, the Service Providers will be requested to prepare a comprehensive Works Order Proposal for all Small to Large scale projects.

Step 6

If the Works Order proposal and quotation are satisfactory, the Employer will confirm in writing and generate the Purchase Order linking the Works Package number to the Service Provider to commence the work. If the Employer is not satisfied with the Works Order proposal, consultations will proceed between both parties (Employer and the Winner or Alternative Service Provider) until resolved.

Step 7

Programme Manager to complete the SharePoint works package performance comments and upload monthly performance records on SharePoint. PM to inform the Contract Administrator of the monthly performance by the service providers.

Step 8

The Programme Manager is to inform the Framework Contract Manager (FCM) if there are any changes to the initial project scope of work, timeline, or PO amount.

Step 9

The Programme Manager is to inform the Contract Administrator on completion of the project and provide the project close-out report or any other relevant documentation so that the Works Order can be closed out on the SAMRAS.

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 the communication is:

Address .....

.....

Telephone: .....

Facsimile: .....

Email: .....

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

STELLENBOSCH MUNICIPALITY

DIRECTORATE: PLANNING AND ECONOMIC DEVELOPMENT

B/SM 10/27

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

C1.3 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN STELLENBOSCH MUNICIPALITY (HEREAFTER CALLED THE "EMPLOYER") AND

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

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

I, ……..., representing

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

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

COID ACT Registration Number: ……..

OR Compensation Insurer: ……. Policy No: …….

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

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

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

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

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

…… ……
Witness **Mandatary**

Signed at …… on the …… day of …… 20 ……

…….. ……
Witness for and on behalf of
Stellenbosch Municipality

STELLENBOSCH MUNICIPALITY

DIRECTORATE: PLANNING AND ECONOMIC DEVELOPMENT

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APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

C1.4 Insurance Broker's Warranty

Pro Forma

Logo

Letter of Contractor's Insurance Broker

Date _____

STELLENBOSCH MUNICIPALITY
Municipal Manager

Plein Street
Stellenbosch Central
7600

Dear Madam

CONTRACT NO: **B/SM 10/27**

CONTRACT TITLE: **APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION**

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 STELLENBOSCH MUNICIPALITY with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

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

Yours faithfully

Signed: _____

For: _____

Part C2: Pricing Data

		Pages
C2.1	Pricing Assumptions……..	112 – 120
C2.2	Schedule of Rates…….	121 – 123

STELLENBOSCH MUNICIPALITY

DIRECTORATE: PLANNING AND ECONOMIC DEVELOPMENT

B/SM 10/27

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

C2.1 Pricing Assumptions

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

1. The short descriptions given in the Activity Schedule are brief descriptions used to identify the professional services and activities for which prices are required. The detailed scope and deliverables applicable to each service are contained in Part C3: Scope of Work and the applicable Works Order.

   The pricing structure in the Activity Schedule comprises:

   a) Item 1: a fixed professional fee per erf for the subsidised housing development;
   b) Item 2: professional services priced on an hourly rate basis for informal settlements upgrading and re-blocking; and
   c) Item 3: professional services priced on an hourly rate basis for bulk infrastructure services.

   The tendered fee per erf and hourly rates shall be applied in accordance with the applicable scope, quantities, hours, programme and Works Order issued by the Employer.

2. The Tenderer's attention is drawn to the Municipal Cost Containment Regulations, 2019 (published in Government Gazette on 7 June 2019), and any applicable requirements governing professional consulting fees. Tendered hourly rates shall comply with the applicable approved fee requirements and professional regulatory requirements.
   a) For Item 1, the tendered fee per erf shall represent the complete professional fee for the applicable discipline and shall be reasonable having regard to the scope of services, the applicable professional fee guidance and the requirements of this tender.

3. For the purpose of pricing and administering the Activity Schedule, the following terms shall have the meanings hereby assigned to them:

Unit:	The applicable unit of measurement for the service being priced, namely an erf for Item 1 or an hour for Items 2 and 3.
Quantity:	The actual number of units accepted, instructed and certified for payment by the Employer in terms of the applicable Works Order.
Fee per Erf:	The fixed professional fee tendered for one subsidised housing erf under Item 1.
Hourly Rate:	The professional fee tendered for one hour of service under Item 2 or Item 3.
Amount:	The quantity of work accepted and certified multiplied by the applicable tendered fee per erf or hourly rate.
Total Fee per Erf:	The sum of the discipline fees tendered under Item 1 for the services required for one subsidised housing erf.

Estimated Hours:	The hours included in Items 2 and 3 are estimated quantities for tender evaluation and planning purposes only and do not constitute a guarantee of work or payment.

4. Tenderers shall enter a fee or rate against each applicable item in the Activity Schedule.

   For Item 1, the Tenderer shall provide a fee per erf for each listed professional discipline. The Total Fee per Erf shall be the sum of the individual discipline fees tendered under Items 1.1 to 1.19.

   For Item 2, the Tenderer shall provide an hourly rate for each listed professional discipline. The estimated hours shown in the Activity Schedule are for tender evaluation and planning purposes. Payment shall be based on the actual hours authorised, undertaken and certified by the Employer multiplied by the applicable tendered hourly rate.

   For Item 3, the Tenderer shall provide an hourly rate for each listed professional discipline. The estimated hours shown in the Activity Schedule are for tender evaluation and planning purposes. Payment shall be based on the actual hours authorised, undertaken and certified by the Employer multiplied by the applicable tendered hourly rate.

   There is no percentage fee pricing structure in Items 1, 2 or 3 unless specifically authorised in a subsequent Works Order issued in accordance with the Contract.

   Where no rate or fee is entered against an applicable item, or where anything other than a tendered rate or nil rate is entered, including a blank, zero, dash or the word “included”, the item shall be regarded as having a nil rate and no separate charge shall be payable for that item. The Employer may request clarification of any nil or low rate and may conduct a risk assessment in respect thereof.

5. The tendered fees and rates shall be fully inclusive of all costs and expenses required for the execution of the applicable services in accordance with the Scope of Work, Contract Data and Works Order.

   The tendered fee per erf under Item 1 and the hourly rates under Items 2 and 3 shall include all applicable overheads, profit, administration, management, professional support, clerical and secretarial support, normal travelling, communication, printing and other costs necessary to perform the services, unless a particular cost is expressly identified in the Activity Schedule or Works Order as a separately recoverable expense.

6. Where estimated quantities or hours are provided in the Activity Schedule, such quantities and hours are provisional estimates for tender evaluation, benchmarking and planning purposes and do not represent a commitment by the Employer.

   For Item 1, payment shall be based on the actual number of subsidised housing erven or units instructed and completed in accordance with the applicable Works Order and accepted by the Employer, using the tendered fee per erf.

   For Items 2 and 3, payment shall be based on the actual hours authorised, undertaken and certified by the Employer, using the tendered hourly rates.

   The estimated number of hours shown in Items 2 and 3 shall not be used to create an entitlement to the estimated value of the services.

7. The pricing structure of the Activity Schedule is based on:
   a) a fee per erf for Item 1; and
   b) hourly rates for Items 2 and 3.

Where the Employer determines the extent of a particular service by reference to a construction value, project value, number of erven, number of hours or other measurable quantity, the applicable basis of calculation shall be expressly stated in the relevant Works Order.

No professional fee shall be calculated as a percentage of construction value unless such percentage-based fee is expressly included in a Works Order or other written instruction issued by the Employer in accordance with the Contract.

8. The stage apportionment tables contained in this Pricing Assumptions section shall be used for the apportionment and certification of the professional fee tendered under Item 1, where the applicable professional service is instructed and delivered in stages.

The applicable percentage for each stage shall be applied to the tendered fee per erf for the relevant discipline under Item 1.

The stage apportionment tables do not alter the tendered hourly rates under Items 2 and 3. Items 2 and 3 shall be paid on the basis of actual authorised and certified hours multiplied by the applicable tendered hourly rate.

Where a particular stage or deliverable listed in the stage apportionment table is not required under a specific Works Order, no payment shall become due in respect of that stage unless otherwise instructed and agreed by the Employer in accordance with the Contract.

The total percentage allocation for each discipline shall equal 100%.

Project Manager/Team Leader (The Tenderer): Stage of Services	**Percentage points for each stage**
Conditional Project Funding Approval	5
Completion of pre-planning studies (e.g., Geotechnical)	5
Establishment of Housing Steering Committee	5
HSDG/ISUPG Project Funding Approval	5
Approval of Civil Engineering Designs	5
Project Enrolment with the NHBRC	5
Civil Tender approval by Municipality	5
Civil Contractor on site	5
Civil works 50% complete	5
Civil Services Completion Certificate	5
Approval of General Plan	5
Civil works 100% complete	5
Civil Works Completion Certificate	5
Top Structure Tender approval by the Municipality	5
Home Enrolment with NHBRC	5
Top Structure Contractor on site	5
Top Structures 50% complete	5
Top Structures 100% completed	5
Beneficiary Administration 100% complete	5
Top Structures Works Completion Certificate	5
Total	**100**

Civil Engineer/Technologist: Stage of Services	**Percentage points for each stage**
Preliminary design	10
Approval of final design	25
Tender documentation and tender process	20
Construction site monitoring	30
Completion certificate	5

Final Completion Certificate and handover	5
Submission of As-built drawings	5
Total	**100**

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

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

Electrical Engineer: **Stage of Services**	**Percentage points for each stage**
Preliminary design	10
Approval of final design	25
Tender documentation and tender process	20
Construction site supervision	30
Completion Certificates	5
Final Completion certificate and handover	5
Submission of As-built drawings	5
Total	**100**

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

Clerk of Works – Top Structures: **Stage of Services**	**Percentage points for each stage**
Establishment of Top Structure contractor on site	5
On-site monitoring and evaluation: Top Structures 25% completed	20
On-site monitoring and evaluation: Top Structures 50% completed	20
On-site monitoring and evaluation: Top Structures 75% completed	20

On-site monitoring and evaluation: Top Structures 100% completed	20
Attendance and feedback at project meetings	10
Final reconciliation report	5
Total	**100**

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

Environmental Control Officer: Civil and Top Structures **Stage of Services**	**Percentage points for each stage**
Establishment of Civil and Top Structures contractor on site	10
Construction monitoring	40
Auditing, reporting, and meetings	20
Civil Construction Completed	10
Top structures completed	10
Completion of the site closure checklist	10
Total	**100**

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

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

Landscape Architect: **Stage of Services**	**Percentage points for each stage**
Draft Framework plan	5

Submission of framework plan and supporting documentation	10
Submission of Land Use Application to Town Planning for Approval	10
Completion of the public participation process	10
Completion of the Public Participation process, including 6 workshops with the Project Steering Committee	10
Orientation, consultation, and conceptualization of landscaping and costing	15
Completion and in-principle approval of Site development plans	15
Submission and Approval of Land Use Application	25
Total	**100**

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

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

Social Facilitator: Stage of Services	**Percentage points for each stage**
Beneficiary identification	20
Submission to the Allocation Project Steering Committee	20
Submission to the Allocation Committee	20
Communication of beneficiaries to the Committee	20
Handover of service sites/houses to beneficiaries	20
Total	**100**

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

9. All rates and fees tendered in the Activity Schedule shall be final and binding for the duration of the Contract, subject to the provisions of the Contract relating to changes in scope, suspension, termination, and any other contractual adjustments.

Should the competent authority responsible for the applicable housing subsidy programme increase the approved subsidy quantum, and such increase is formally confirmed and implemented for the relevant programme, the corresponding approved percentage increase

applicable to professional fees shall be passed on to the Service Provider for professional services and work that remain outstanding at the time of such increase.

The adjustment contemplated above shall apply only to the extent that the increase in the subsidy quantum results in an approved corresponding increase in the professional fee allocation applicable to the services concerned. The adjustment shall not alter the tendered pricing basis under the Activity Schedule and shall be applied in accordance with the applicable professional fee structure and the provisions of the Contract.

10. No separate charge shall be made for services, expenses or support resources that are deemed to be included in the tendered fee per erf or hourly rates.

Where a provisional sum or recoverable expense is specifically provided for in the Activity Schedule or an applicable Works Order, such amount may be omitted, reduced or utilised only to the extent authorised by the Employer.

Only expenses expressly identified as recoverable by the Employer shall be reimbursed. All other costs shall be deemed to be included in the tendered fees and rates.

11. Normal printing, copying, documentation, communication and administrative costs required for the execution of the professional services shall be included in the applicable Item 1 fee per erf or Item 2 and Item 3 hourly rates.

Where the Employer specifically requires additional printing, reproduction, binding or other documentation beyond the normal requirements of the services, such costs shall only be separately reimbursable where expressly identified and authorised by the Employer in writing.

12. The Employer reserves the right, subject to the Contract, available funding and the applicable Works Order, to increase, reduce, omit, suspend or vary the scope of services, the number of erven, the number of hours, the professional disciplines required, or the extent of any particular service.

Where services are increased or reduced within the existing pricing structure, payment shall be calculated using the tendered Item 1 fee per erf or the applicable Item 2 or Item 3 hourly rate, as relevant.

No minimum quantity, number of erven or number of hours is guaranteed by the Employer.

13. All costs associated with attendance at meetings, including management meetings, professional team meetings, Project Steering Committee meetings, technical meetings, site meetings, community and stakeholder meetings and other meetings reasonably required for the performance of the services, shall be included in the applicable tendered fee per erf or hourly rate.

Secretarial, administrative and record-keeping services required for such meetings shall likewise be included in the applicable tendered fee or hourly rate.

No separate meeting attendance fee shall be payable unless such service is expressly identified as a separately payable item in an approved Works Order.

14. Where calculations result in fractions of a cent, the resulting amount shall be rounded to the nearest whole cent in accordance with the applicable accounting and payment requirements of the Contract.

15. If there is any variance between the printed version of the tender document and the original issued tender document, the original issued document shall prevail.

Where an Addendum is issued which amends the Activity Schedule, Pricing Assumptions or any other part of the tender document, the amended information contained in the Addendum shall form part of the tender and shall be incorporated into the final Contract.

Tenderers shall ensure that all prices and rates submitted in the Activity Schedule take account of all Addenda issued prior to tender closing.

16. The professional fees and rates contained in Items 1, 2 and 3 relate to professional consulting services and do not constitute pricing for imported plant, materials or construction goods.

Accordingly, no separate exchange rate adjustment shall apply to the Item 1 fee per erf or the Item 2 and Item 3 hourly rates unless such adjustment is expressly provided for in the Contract Data or an applicable Works Order.

Any provision in the Contract relating to exchange rate fluctuations shall only apply to the extent expressly stated in the Contract and shall not create an automatic adjustment to the professional fees or rates tendered under Items 1, 2 or 3.

17. The 2023/2024 Housing Subsidy Quantum, as released by the Western Cape Provincial Government, together with the Guideline Scope of Tariff of Fees from the National Department of Human Settlements relating to the Subsidy Housing Policy Framework and Programme Guidelines, is provided as a guiding reference for Tenderers when developing their professional fees.

The information below provides an indicative cost breakdown of professional fees associated with subsidised housing and informal settlement upgrading services. The purpose of the information is to provide Tenderers with an indication of the professional fee components that may be accommodated within the applicable subsidy quantum and to assist Tenderers in assessing the reasonableness of their tendered fees.

The following benchmark information is provided for guidance purposes:

PROFESSIONAL FEE BREAKDOWN OF MUNICIPAL ENGINEERING SERVICES FOR A SERVICED RESIDENTIAL STAND (Excl. VAT)	
Item	Cost
Safety Inspector	R 159.00
Environmental Control Officer	R 159.00
Environmental Assessment Practitioner	R 826.00
Traffic/Transport Engineer	R 162.00
Urban Designer Architect	R 496.00
Project Management	R 2 488.00
Geotechnical Engineer	R 174.00
Land Surveyor	R 653.00
Town Planning	R 609.00
Civil Engineer	R 3 729.00
Clerk of Works – Civils	R 793.00
Social Facilitator	R 522.00
Legal Fees	R 66.00
Total	**R 10 836.00**

PROFESSIONAL FEE BREAKDOWN FOR A STAND 40 SQUARE METRE DWELLING (Excl. VAT)	
Item	Cost
Project Manager	R 4 902.00
Clerk of Works	R 4 200.00
Beneficiary administration	R 735.00
Total	**R 9 837.00**

INFORMAL SETTLEMENT UPGRADING PROGRAMME (Excl. VAT)	
Phase 1	
Survey, registration, participation, facilitation, dispute resolution	3% of the project cost
Geotechnical investigation	R 189
Land Acquisition	R 4 440
Pre-Planning	R 1 617
Interim engineering services	R 6 030
Phases 2 and 3	
Detailed town planning	R 848
Land survey and pegging	R 628
Contour survey	R 126
Land survey examination fee	R 195
Civil engineer's fee	R 1 897
Site supervision fees	R 477
Project management	8% of total cost

STELLENBOSCH MUNICIPALITY

DIRECTORATE: PLANNING AND ECONOMIC DEVELOPMENT

B/SM 10/27

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

C.2.2 Activity Schedule

The Employer's objective of this tender is to obtain the services of a multidisciplinary professional consulting team, consisting of the key personnel as listed above. The team will be appointed for a period of seven (7) years.

METHOD OF AWARD

Based upon the fee per erf and the tendered percentage for bulk services submitted below, the Employer will award the two highest-ranking tenderers (winner and standby). The ranking will be based on the Price and Preferences of responsive tenderers.

NOTE:

It is brought to the attention of the tenderer that the fee per erf inserted below will be fixed for the duration of the projects, which are not expected to exceed seven (7) financial years. The final agreed fee would be based on the number of subsidised houses realised on each project for which the tenderer was appointed.

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

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

Tenderers are to note that the possibility exists that not all key personnel listed in the Activity Schedule below, or on bulk services, would be required for any of the projects. Therefore, a Letter of Appointment will be issued for each project, based on the requirements of the project. A contingency, at the discretion of the employer, will be added to the agreed-upon fees and stated in the Letter of Appointment.

Taking cognisance of the above, Tenderers are required to complete the Activity Schedule below. For evaluation purposes, the pricing shall be based on a single residential erf for subsidised housing, within a project comprising an average of **211 erven**, Item 1. The Activity Schedule shall include the planning, design, procurement, documentation, and construction monitoring services for the informal settlement upgrade and re-blocking under Item 2, as well as the planning, design, tender documentation, and construction monitoring services for bulk infrastructure services under Item 3.

ITEM 1.

PROFESSIONAL FEES SUBMITTED AS A FEE PER ERF FOR THE PLANNING, DESIGN, PROCUREMENT, DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES FOR THE SUBSIDED HOUSING DEVELOPMENT (as per specification)

Item	Services Required	Fee per ERF (Excl. VAT)
1.1	Project Manager/Team Leader (The Tenderer)	R
1.2	Civil Engineer/Technologist	R
1.3	Structural Engineer	R
1.4	Geotechnical Engineer	R
1.5	Transport/Traffic Engineer	R
1.6	Electrical Engineer	R
1.7	Clerk of Works (Civils)	R
1.8	Clerk of Works (Top Structures)	R
1.9	Health and Safety Officer	R
1.10	Environmental Control Officer	R
1.11	Town Planner	R
1.12	Urban Designer/Architect	R
1.13	Landscape Architect	R
1.14	Heritage Assessment Practitioner	R
1.15	Environmental Assessment Practitioner	R
1.16	Land Surveyor	R
1.17	Beneficiary Administrator	R
1.18	Social Facilitator	R
1.19	Conveyancer	R
1.20	**Total Fee per ERF (Items 1.1 – 1.19 above) excluding VAT**	**R**

ITEM 2.

PROFESSIONAL FEES SUBMITTED AS A FEE PER HOUR FOR THE PLANNING, DESIGN, PROCUREMENT, DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES FOR INFORMAL SETTLEMENT UPGRADE (RE-BLOCKING) (as per specification)

Item	Services Required	Estimated Hours	Tendered Hourly Rate (Excl. VAT)
2.1	Project Manager/Team Leader (The Tenderer)	1200	R
2.2	Civil Engineer/Technologist	820	R
2.3	Geotechnical Engineer	250	R
2.4	Electrical Engineer	580	R
2.5	Clerk of Works (Civils)	950	R
2.6	Environmental Control Officer	540	R
2.7	Town Planner	420	R
2.8	Environmental Assessment Practitioner	280	R
2.9	Land Surveyor	460	R
2.0	Social Facilitator	660	R
2.11	**Total Professional Fee Based on Estimated Hours (Items 2.1 – 2.10 above), excluding VAT**		**R**

ITEM 3.

PROFESSIONAL FEES BASED ON A RATE PER HOUR FOR THE PLANNING, DESIGN, TENDER DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES FOR BULK INFRASTRUCTURE SERVICES REQUIRED: (as per specification)

ITEM	PROFESSIONAL SERVICES	Estimated Hours	RATE PER HOUR
3.1	Project Manager/Team Leader	1800	R
3.2	Civil Engineer/Technologist	1200	R
3.3	Structural Engineer	340	R
3.4	Geotechnical Engineer	330	R
3.5	Transport/Traffic Engineer	480	R
3.6	Electrical Engineer	820	R
3.7	Clerk of Works (Civils)	1450	R
3.8	Clerk of Works (Top Structures)	900	R
3.9	Health and Safety Officer	1200	R
3.10	Environmental Control Officer	840	R
3.11	Town Planner	540	R
3.12	Urban Designer/Architect	600	R
3.13	Landscape Architect	240	R
3.14	Heritage Assessment Practitioner	180	R
3.15	Environmental Assessment Practitioner	360	R
3.16	Land Surveyor	640	R
3.17	Beneficiary Administrator	660	R
3.18	Social Facilitator	840	R
3.19	Conveyancer	460	R
3.20	Quantity Surveyor	720	R
3.21	**Total Professional Fee Based on Estimated Hours (Items 3.1 – 3.20 above), excluding VAT**		**R**

Please note that the estimated hours indicated above are provided for evaluation purposes only and are indicative in nature. The actual hours may vary and remain subject to adjustment at the Employer's discretion.

Item	Description	Price
1	Professional fees submitted as a fee per erf for the planning, design, procurement, documentation, and construction monitoring services for the subsided housing development (as per specification)	**R**
2	Professional fees submitted as a fee per hour for the planning, design, procurement, documentation, and construction monitoring services for informal settlement upgrade (re-blocking) (as per specification)	**R**
3	Professional fees based on a rate per hour for the planning, design, tender documentation, and construction monitoring services for bulk infrastructure services required (as per specification)	**R**
	Total Professional Fee Based on Estimate (Items 1 – 3 above, excluding VAT	

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender No. **BSM 10/27 APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE ADAM TAS PRECINCT 10,**

REFERRED TO AS NORTHERN EXTENSION: has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendment has 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		NAME (PRINT)	
CAPACITY		DATE	

Part C3: Scope of Work

		Pages
C3.1	Scope of Work……	124 - 160
C3.2	Annexures……..	231

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STELLENBOSCH MUNICIPALITY

DIRECTORATE: PLANNING AND ECONOMIC DEVELOPMENT

B/SM 10/27

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

1. INTRODUCTION

This invitation calls for the submission of a tender from a Project Manager who will act as Project Leader/Principal Agent, and who shall assemble a team of expertise in Civil Engineering, Structural Engineering, Town Planning, Environmental Assessment, Land Surveying, Architectural/Urban Planning, Electrical Reticulation, Conveyancing, and Community Facilitation, that would constitute a Multidisciplinary Team to plan, design and monitor the development of Northern Extension for the construction of civil and electrical infrastructure, as well as top structures. With experience in the delivery of sustainable, quality, high-density, low-cost housing projects.

The project will be primarily funded from the Human Settlements Development Grant (HSDG). In addition, the Project Manager, and by extension, the Quantity Surveyor, will be required to prepare and submit funding applications to funding institutions, for example, MIG and/or SHRA.

The “winner” and standby multidisciplinary team, each consisting of the key personnel as described in **Schedule 18** of this tender document, is therefore required by Stellenbosch Municipality 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 **B/SM 10/27:APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION**, for subsidised housing developments, which will be evaluated using a financial offer and prequalification as described in the tender data.

2. BACKGROUND

Stellenbosch Municipality is implementing the Adam Tas Corridor Development Programme as one of its key long-term spatial transformation and integrated human settlements initiatives. The Adam Tas Corridor is identified in municipal planning frameworks as a strategic growth area intended to promote spatial integration, economic inclusion, sustainable urban development, and the creation of well-located housing opportunities.

The Northern Extension Development, also referred to as Adam Tas Precinct 10, forms a critical component of the broader Adam Tas Corridor Programme. The project area is located north of Kayamandi, west of the R304 corridor, and forms part of the northern gateway to Stellenbosch. The development area comprises approximately 140 hectares of municipal-owned land assembled from portions of Farms 182 and 183 in Stellenbosch. The site occupies a strategically significant position between existing and emerging urban settlements, including Kayamandi, Cloetesville, Newinbosch, and the greater Stellenbosch urban area. The location provides a

unique opportunity to facilitate integrated urban growth and strengthen connectivity between historically separated communities.

The Municipality has undertaken extensive planning, engineering, environmental, heritage, transportation, geotechnical, and urban design investigations to establish the development potential of the site and secure the necessary land use rights. A comprehensive Urban Design Framework and Land Use Planning Application have been prepared to guide future implementation of the development.

The approved planning vision seeks to establish an integrated mixed-income human settlement comprising a diverse range of residential typologies, social amenities, public facilities, open space systems, mobility infrastructure, community facilities, and economic opportunities. The development is expected to yield approximately 3,000 to 3,500 residential opportunities across a range of income categories while creating a sustainable, water sensitive, inclusive, and resilient urban environment.

C3.1 Scope of Work

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

The proposed development incorporates a balanced mix of residential neighbourhoods, mixed-use activity areas, educational facilities, community facilities, public transport infrastructure, public open spaces, utility infrastructure, and retained environmental and heritage resources. Particular emphasis has been placed on preserving the site's natural landscape features, integrating ecological corridors, protecting heritage-sensitive areas, and creating a connected network of public spaces and movement systems.

Following the completion of the planning and statutory approval processes, Stellenbosch Municipality intends to appoint a suitably qualified multidisciplinary professional team to undertake the detailed planning, design development, engineering design, implementation support, statutory compliance, contract administration, and project management services required for the phased implementation of the Northern Extension Development.

The appointed multidisciplinary team will be required to work in close collaboration with the Municipality, government stakeholders, utility providers, regulatory authorities, and affected communities to ensure the successful delivery of this catalytic integrated human settlements project.

3. EMPLOYER'S OBJECTIVE

The Employer's overarching objective is to establish the Northern Extension Development as a flagship integrated mixed-income human settlement that supports the long-term spatial, social and economic development objectives of Stellenbosch Municipality.

The specific objectives of the appointment are to:

3.1. Spatial Transformation and Integration

a) Facilitate the development of a well-located integrated human settlement that promotes spatial justice and redresses historical patterns of segregation.
b) Strengthen physical, social and economic integration between Kayamandi, Cloetesville, Newinbosch and the broader Stellenbosch urban area.
c) Support the implementation of the Adam Tas Corridor vision and associated municipal spatial development objectives.
d) Create a connected and accessible urban environment through integrated transport, pedestrian and non-motorised transport networks.

3.2. Housing Delivery

a) Enable the phased delivery of approximately 3,000 to 3,500 residential opportunities across a range of income categories.
b) Facilitate a diverse mix of housing typologies and tenure options that respond to varying household needs and affordability levels.
c) Promote sustainable residential densities that optimise land utilisation while respecting environmental, heritage and landscape constraints.
d) Support the delivery of subsidised, affordable, GAP, rental, social and open-market housing opportunities where appropriate.

3.3. Sustainable Urban Development

a) Create a high-quality urban environment that is safe, inclusive, resilient and environmentally sustainable.
b) Protect and enhance environmentally sensitive areas, ecological corridors, drainage systems and landscape features.
c) Incorporate climate-responsive design principles, nature-based solutions, sustainable urban water cycle (schematic) and sustainable infrastructure solutions.
d) Promote walkability, public transport accessibility and reduced dependence on private vehicles.

3.4. Social Infrastructure and Community Development

a) Provide appropriately located educational, community, recreational and social facilities to support future residents.
b) Create accessible public open spaces and recreational facilities that contribute to social cohesion and community well-being.
c) Establish safe and attractive public environments that encourage community interaction and active lifestyles.
d) Ensure that community facilities are integrated within a hierarchy of neighbourhood and precinct-level services.

3.5. Economic Development

a) Promote local economic development through the provision of mixed-use development opportunities and commercial activity nodes.

b) Support employment creation during both construction and operational phases of the project.
c) Facilitate access to economic opportunities for residents through improved connectivity and integrated land use planning.
d) Encourage investment and long-term economic sustainability within the development area.

3.6. Infrastructure Delivery

a) Develop integrated engineering solutions that ensure the efficient provision of water, sanitation, stormwater, roads, transport, electrical and associated municipal services.
b) Ensure alignment with municipal infrastructure master plans, including the 2026 draft Strategic Stormwater Master Plan and its recommendation for proactive consideration of SUDS and future bulk infrastructure upgrades.
c) Optimise infrastructure investment through phased implementation aligned with funding availability and service capacity
d) Deliver infrastructure solutions that are maintainable, cost-effective and sustainable and responsive to the climate over the lifecycle of the development.

3.7. Programme and Project Management

a) Implement the development through a structured, phased delivery programme.
b) Ensure compliance with all applicable legislation, regulations, development approvals and municipal requirements.
c) Provide effective project management, cost management, risk management and quality assurance throughout all project phases.
d) Maintain effective stakeholder engagement and coordination with relevant authorities, communities and utility providers.
e) Provide professional support to Stellenbosch Municipality to achieve successful implementation of the Northern Extension Development as a catalytic project within the Adam Tas Corridor Programme.

The Municipality expects the appointed multidisciplinary team to adopt an integrated, collaborative, and innovation-driven approach that balances technical excellence, financial sustainability, environmental stewardship, and social impact in the delivery of the Northern Extension Development.

4. DESCRIPTION OF SERVICES REQUIRED

The purpose of this tender is to appoint a multidisciplinary professional consulting team, led by a Project Manager (Tenderer), to plan, design, and monitor the construction of a subsidised housing development for the Northern Extension Precinct from Inception to Close-out, including the civil and electrical infrastructure as well as the top structures for approved beneficiaries. Parts of the project requirements will include:

- Obtaining the necessary town planning land use rights for each phase of the project;
- Satisfaction of the necessary environmental and heritage requirements for each phase of the project;
- The design and construction monitoring of the required civil and electrical infrastructure
- The design and construction monitoring of new subsidised housing
- Beneficiary administration;
- Preparation of funding applications to the Provincial Department of Infrastructure, and to obtain additional funding from other funding institutions for the project.
- Liaison with inter-departmental Municipal teams comprising inter alia Infrastructure Services, Land Use Management, Building Development Management, and external role players.

The various disciplines are expected to provide the types of services that their disciplines expect, as highlighted in the Government Gazette for each of these disciplines.

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

The Service Provider is required to provide the following services:

4.1. Project Management Services

4.1.1. **The Project Manager/Team Leader** shall lead and manage the appointed professional team and will be responsible for the management from Inception until Close-Out

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

4.1.3. **Project Communication** will include the following duties

- The Project Manager/ Team Leader shall report directly to the Municipal Internal Programme Manager assigned to the project. All deliverables will be submitted to the Municipal Programme Manager as draft documents for review and comment;
- Organise and chair regular meetings of the Professional Team;
- Arranging and attending Project Steering Committee meetings;
- Secretariat services for the Professional Team and Project Steering Committee;
- Programme and budget updates must be provided at monthly meetings;
- Applying for funding from the Provincial Government;
- The Provincial Government must be provided

The composition of the Project Steering Committee will consist of Representatives of the beneficiary community, the Ward Councillor, Relevant Municipal Officials, Consultants, and an official from WCG. (Refer to the Stellenbosch Municipality's policy document on "Housing Project Steering Committee").

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

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

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

4.1.6. **Cost Management**: including budgeting all sources of finance. The applications to Province for project approval and subsidy funds will also form part of the brief.

4.1.7. **Scope Management**: including adherence to the Project Brief and not allowing any additional scope without approval by the Municipal Programme Manager

4.1.8. **Construction Quality**:

- The Project Manager/Team Leader will complete all documentation necessary for registration of the project with the NHBRC.
- The Project Manager/Team Leader will ensure that the individual properties are registered.
- The Project Manager/Team Leader will manage the interface between the contractor and NHBRC inspectorate and provide the NHBRC with all requisite documentation.
- The Project Manager/Team Leader will be responsible for the timeous submission of all building plans for registration with, scrutiny, and acceptance by the Municipal Building Control Department.
- The Project Manager/Team Leader will ensure that the contractor gives adequate notice of commencement of work to the Building Control Officer of the Municipality.
- The Municipal Building Control Inspector is responsible for ensuring compliance with drainage, boundary setback, and empirical foundation regulations. The Building Inspector is not accountable for the quality of workmanship.
- The Project Manager/Team Leader will set up a robust quality management system, including records of inspection, testing, and acceptance of materials and completed work, and ensure that this is maintained for the duration of the project.
- Progress payment certificates issued by the Project Manager/Team Leader must be rigorously correlated to the quality management system. Payment certificates to be accompanied by progress reports endorsed by the Project Manager/Team Leader.
- Original records of the quality management system must be kept off-site, with copies on site for ease of reference during physical audits.

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

4.1.10. **Project Enrolment** of the project with the NHBRC (or ensuring that the contractor complies with all NHBRC requirements. (The PDoI will pay all fees payable to the NHBRC)

The responsibilities of the Project Manager/Team Leader will include the following:

4.1.11. Inception

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

- Provide necessary information within the agreed scope of the project to other consultants involved.

4.1.12. Concept and Viability

- Agree on the documentation programme with other consultants involved.
- Attend and chair design and consultant 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 them 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 and other consultants involved.

4.1.13. Design and Development

- Review the documentation programme with other consultants involved.
- Attend and chair design and consultant meetings.
- Incorporate the 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, outline specifications, and exercise cost control.
- Prepare detailed estimates of construction cost
- Liaise, cooperate, and provide necessary information to the principal consultant and other consultants involved.
- Submit the necessary design documentation to local and other authorities for approval.

4.1.14. Documentation and Procurement

- Attend and chair design and consultant meetings.
- Prepare specifications and preambles of work.
- 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 the approved budget.
- Call for tenders and/or negotiate prices where necessary.
- Liaise, cooperate, and provide necessary information to the other consultants as required.
- Evaluate tenders.
- Prepare contract documentation for signature.
- Assist in pricing, documentation, and tender evaluation as required when others provide the detailed services for these activities.
- Assess samples and products for compliance and design intent.

4.1.15. Construction

- Attend and chair site handover
- Issue construction documentation in accordance with the documentation schedule, including, in the case of structural engineering, reinforcement 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.
- Administer and perform the duties and obligations assigned as principal agent in the JBCC/GCC/NEC building contracts, or fulfil obligations provided for in other forms of the contract.
- Attend and chair regular site, technical, and progress meetings.
- Review the Contractor's quality control programme and advise and agree on a quality assurance plan.
- Inspect the works for quality and conformity to contract documentation, on average, once every 2 weeks during the course of the works, as described in more detail in clause 3.3.2 of the board notice for level 1: periodic construction monitoring.
- 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 the 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 drawing 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 delivery of all test certificates, statutory and other approvals, as-built drawings, and operating manuals as required.

4.1.16. Close-out

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

4.2. Civil Engineering Services

The Civil Engineer will be responsible for the following

4.2.1. Inception

- Assist in developing a clear project brief.
- Attend project initiation meetings.
- Advise on the procurement policy of 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 related to the project.
- Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.
- Provide necessary information within the agreed scope of the project to other consultants involved.

4.2.2. Concept and Viability

- Agree the documentation programme with the principal agent and other consultants involved
- Attend design and consultant's meetings.
- Establish the concept design criteria.
- Prepare initial concept design and related documentation.
- Advise the client regarding further surveys, analyses, tests, and investigations which may be required.
- Establish regulatory authorities' requirements and incorporate them into the design.
- Refine and assess the concept design to ensure conformance with 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, cooperate and provide necessary information to the client, principal consultant and other consultants involved.

4.2.3. Design and Development

- Review the documentation programme with the Principal Agent and other consultants involved.
- Attend design and consultant's meetings.
- Incorporate the 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, outline specification, and exercise cost control.
- Prepare detailed estimates of construction cost.
- Liaise, co-operate and provide necessary information to the client, principal agent or principal consultant and other consultants involved.
- Submit the necessary design documentation to local and other authorities for approval.

4.2.4. Documentation and Procurement

- Attend design and consultant's meetings.
- Prepare specifications and preambles for the works.
- Accommodate services design.
- Check cost estimates and adjust designs and documents if necessary to remain within budget.
- Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
- Prepare documentation for contractor procurement.
- Review designs, drawings, and schedules for compliance with approved budget.

- Call for tenders and/or negotiate prices and/or assist the principal consultant where relevant.
- Liaise, cooperate, and provide necessary information to the principal consultant and 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.

4.2.5. Construction

- Attend site handover.
- Issue construction documentation in accordance with the documentation schedule, including, in the case of structural engineering, bending schedules and detailing and specifications of structural steel sections and connections.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules for predictable cash flow.
- Prepare proactive cost estimates for proposed variations for client decision-making.
- Facilitate and attend site, technical, and progress meetings.
- Review the Contractor's quality control programme and advise and agree on a quality assurance plan.
- Inspect the works for quality and conformity to contract documentation, on average, once every 2 weeks during the course of the works, as described in more detail in clause 3.3.2 of the board notice for level 1: periodic construction monitoring.
- Review the outputs of quality assurance procedures and advise the contractor and the client on the adequacy and need for additional controls, inspections, and testing.
- Adjudicate and resolve financial claims by contractor(s).
- 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 the 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 and other approvals, as-built drawings, and operating manuals.

4.2.6. Close-out

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

4.3. Structural Engineering Services

The Structural Engineering/Technologist will be responsible for the following

4.3.1. Inception

- Assist in developing a clear project brief.
- Attend project initiation meetings.
- Advise on the procurement policy of 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 related to the project.
- Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.
- Provide necessary information within the agreed scope of the project to other consultants involved.

4.3.2. Concept & Viability

- Agree the documentation programme with the principal agent and other consultants involved
- Attend design and consultant's meetings.
- Establish the concept design criteria.
- Prepare initial concept design and related documentation.
- Advise the client regarding further surveys, analyses, tests, and investigations which may be required.
- Establish regulatory authorities' requirements and incorporate them into the design.
- Refine and assess the concept design to ensure conformance with 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, cooperate and provide necessary information to the client, principal consultant and other consultants involved.

4.3.3. Design and Development

- Review the documentation programme with the Principal Agent and other consultants involved.
- Attend design and consultant's meetings.
- Incorporate the 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, outline specifications, and exercise cost control.
- Prepare detailed estimates of construction cost.
- Liaise, co-operate, and provide necessary information to the client, principal agent or principal consultant and other consultants involved.
- Submit the necessary design documentation to local and other authorities for approval.

4.3.4. Documentation and Procurement

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

4.3.5. Construction

- Attend site handover.
- Issue construction documentation in accordance with the documentation schedule, including, in the case of structural engineering, bending schedules and detailing and specifications of structural steel sections and connections.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules for predictable cash flow.
- Prepare proactive cost estimates for proposed variations for client decision-making.
- Facilitate and attend site, technical, and progress meetings.
- Review the Contractor's quality control programme and advise and agree on a quality assurance plan.
- Inspect the works for quality and conformity to contract documentation, on average, once every 2 weeks during the course of the works, as described in more detail in clause 3.3.2 of the board notice for level 1: periodic construction monitoring.
- Review the outputs of quality assurance procedures and advise the contractor and the client on the adequacy and need for additional controls, inspections, and testing.
- Adjudicate and resolve financial claims by contractor(s).
- 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 the 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 and other approvals, as-built drawings, and operating manuals.

4.3.6. Close-Out

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

4.4. Geotechnical Engineering Services

4.4.1. The Geotechnical Engineer will be responsible for the following, amongst others:

- Provide a preliminary geotechnical site investigation in accordance with the requirements of the Generic Specification GFSH-2 of the National Department of Human Settlements.
- Provide a Phase 1 Geotechnical Site Investigation in accordance with the requirements of the Generic Specification GFSH-2 of the National Department of Human Settlements.
- Provide a Phase 2 Geotechnical Site Investigation in accordance with the requirements of the Generic Specification GFSH-2 of the National Department of Human Settlements.

4.5. Transport/Traffic Engineering Services

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

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

4.6. Electrical Engineering Services

4.6.1. The Electrical Engineer will be responsible for the following, amongst others:

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

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

4.7. Clerk of Works (Civil Works)

4.7.1. The Clerk of Works (Civil Works) shall inter alia be responsible for the following, amongst others:

- Perform any duties and responsibilities assigned to him by the Civil Engineer.
- Ensure that the work being constructed conforms to the minimum specifications and standards.
- Ensure that the required testing is carried out and approved.
- Ensure that the Contractor is compliant in terms of the EPWP
- Ensure that the Contractor is compliant regarding local labour and local subcontractor obligations.
- Liaise with all other Government Departments and NHBRC Inspectors.
- Provide a monthly report regarding progress, local labour, and subcontractors on site, for discussion at the monthly site meetings.

4.8. Clerk of Works Services (Top Structures)

4.8.1. The Clerk of Works (Top Structures) shall inter alia be responsible for the following, amongst others:

- Perform any duties and responsibilities assigned to him by the Structural Engineer.
- Ensure that the work being constructed conforms to the minimum specifications and standards.
- Ensure that all required testing is carried out and approved.
- Ensure that the Contractor is compliant in terms of the EPWP.
- Ensure that the Contractor is compliant regarding local labour and local subcontractor obligations.
- Liaise with all other Government Departments and NHBRC Inspectors.
- Provide a monthly report regarding progress, quality, local labour, and local subcontractors on site, for discussion at the monthly site meetings.

4.9. Health and Safety Officer Services

4.9.1. The Health and Safety Officer will be responsible for the following, amongst others:

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

4.10. Environmental Control Officer

4.10.1. The Environmental Control Officer will be responsible for the following, amongst others:

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

4.11. Town Planning Services

4.11.1. The Town Planner will be responsible for the following, amongst others:

Formulation of a layout plan

- Undertake a contextual analysis and complete a development framework for the application sites, which must be worked on with the Project Team.
- Prior to completion of the concept development framework, the Town Planner shall analyse the broader context. Reference must be made to major movement routes, including NMT and public transport networks, activity corridors, economic generators, natural systems, and the provision of existing community/public facilities and amenities with a view to identifying the strengths and opportunities of the sites.
- Workshop the plan with the Project Steering Committee (including representatives of registered local organizations).
- Prepare all materials for the above workshop to ensure that planning concepts are conveyed effectively.
- Assess the title deeds of all application sites and obtain Conveyancer certificates from a Conveyancer to determine the necessity to apply for the removal of the restrictive conditions.
- Consider the Adam Tas Corridor (ATC) – Local Spatial Development Framework and ATC Development Guidelines and determine whether it is necessary to apply for amendment of the said documents.
- Obtain zoning certificates for all the sites and determine the most suitable zoning for future land uses in the project.
- Obtain approvals, if required, from the relevant National and Provincial Departments.
- Complete a layout plan (detailed subdivision) based on the development framework as discussed above and ensure that sustainable land use principles are recognised. Recognise both the opportunities and constraints of the applicable sites and promote a development that incorporates key energy, water, waste, public spaces, mobility networks, and biodiversity design features. The Town Planner must liaise with the Project Team's Traffic Engineer as well as the Municipal Traffic Engineer to incorporate traffic calming measures and to produce a layout sensitive to pedestrians and limit speeding.
- Arrange pre-application meetings with local municipal planners to discuss future development proposals. Also, arrange meetings and engage with the relevant Municipal Line Departments to ensure that the technical requirements of each department are met within the town planning application and layout plan.
- Complete and submit relevant town planning applications in accordance with the requirements and standards of the Stellenbosch Municipality Land Use Planning By-Law, 2023 (SMLUPBL).
- Attend briefing sessions and site visits as and when required. Also attend Project Team meetings, Project Steering Committee meetings, and public meetings as and when required.
- Liaise with the Project Team and provide input into other statutory processes as part of this project.
- Coordinate the town planning public participation process on behalf of the Project Team, which may include, amongst others, placement of site notices and public meetings
- After agreeing on the Street Names with the community, the Town Planner is required to illustrate the list of names on the layout plan in accordance with the Municipality's Street Naming policy and submit a copy to the GIS Department.
- Defend and represent the Stellenbosch Municipality at the Planning Tribunal if required. Should an appeal be lodged against the town planning decision, handle the appeal, and present and defend the Stellenbosch Municipality

4.11.2. Application of Township Establishment

- Once the Subdivision Plan has been agreed to by all role players, proceed to prepare, submit, and obtain approval for all applications necessary for the establishment of a township on the sites in accordance with the layout plan and with the requirements of the Stellenbosch Municipality Land Use Planning By-Law, 2023 (SMLUPBL) and any other relevant legislation, wherever possible.
- You are required to ensure that sufficient information is provided to obtain approval of the SG plans and that the approvals, which you obtain, are in line with acceptable survey practices.
- You are required to provide a list of street names, and you will be required to provide Council with a plan indicating the name of each of the streets created, to the Council's satisfaction. You will similarly be required to provide the Council with a plan indicating street numbers to the Council's satisfaction.
- You will be required to place all advertisements and notices related to the application.
- All plans are to be in electronic and hard copy format as per the Council's GIS data requirements.

4.11.3. Reporting requirements

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

4.11.4. Time Frames

The Project Manager will be required to ensure the completion of the above scope of work in the shortest time possible within the ambit of the Stellenbosch Municipality Land Use Planning By-Law, 2023 (SMLUPBL), Heritage and EIA regulations. Work product must be delivered in accordance with the time frames agreed with the Municipal Programme Manager.

4.11.5. Specialist Input

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

4.11.6. Essential Administrative Requirements

- <u>Submission of land use application</u>

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

  - Portion Numbers.
  - The extent of the Portion Numbers.
  - Dimensions.

- Proposed Street or Unit Numbers.
- Proposed Street Names (Private and/or Public).
- Contours at an interval that makes the design of the engineering services and placement of housing units, other structures, and installations forming part of the development possible.
- Any other information that may be required by the Land Use Planning and/or Spatial Planning Departments for the proposed subdivision approval.

- <u>After council approval</u>

  Should the proposed Subdivision Plan, as submitted by the applicant, require any amendments as a result of Council decision, it will be required that the applicant also submit the relevant land use application for the approval of the Stellenbosch Municipality for such amended subdivision plan (hard/or electronic format) to the GIS Section where the application was submitted.

4.12. Urban Designer/Architect

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

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

4.12.2. Inception

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

4.12.3. Concept and Viability

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

4.12.4. Design and Development

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

4.12.5. Documentation and Procurement

Prepare documentation required for local authority submission:

- Coordinate technical documentation with the consultants and complete primary coordination.
- Prepare specifications for the work.
- Review the costing and programme with the consultants.
- Obtain the client's authority and submit documents for approval.
- Obtain construction documentation and proceed to call for tenders.
- Assist in preparing documents for procuring offers for the execution of the works.
- Assist in the evaluation of offers and recommend on awarding the building contract.
- Assist in the preparation of the contract documentation and arrange the signing of the building contract.

4.12.6. Construction

- Issue construction documentation.
- Initiate and/or check sub-contractor design and documentation that are appropriate.
- Inspect the work for conformity to the contract documentation and acceptable quality in terms of industry standards.
- Issue the certificate of practical completion.
- Assist the client in obtaining the occupation certificate.

4.12.7. Close out

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

- When the contractor's obligations with respect to the building contract have been fulfilled, the architectural professional shall issue the certificate related to the contract completion.
- Provide the client with as-built drawings and relevant technical and contractual undertakings by the contractor and subcontractors.

4.13. Landscape Architectural Services

The Landscape Architect will be responsible for the following, amongst others:

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

4.13.1. Inception,

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

4.13.2. Concept and Viability

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

- Liaise, cooperate, and provide necessary information to the client, principal consultant, and other consultants.

4.13.3. Design Development

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

4.13.4. Documentation and Procurement

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

4.13.5. Construction

- This stage is, in broad terms, defined as follows:
- Manage, administer, and monitor the contracts and processes, including the preparation and coordination of the procedures and documentation to facilitate practical completion of the works.
- Attend the site handover.
- Issue construction documentation in accordance with the documentation programme.
- Carry out contract administration procedures delegated by the principal agent in terms of the contract.
- Prepare schedules of predicted cash flow. Prepare proactive estimates for proposed variations for client decision-making.

- Attend regular site, technical and progress meetings.
- Inspect the works for conformity to contract documentation.
- Adjudicate and resolve financial claims by contractor(s).
- Assist in the resolution of contractual claims by the contractor.
- Establish and maintain a financial control system.
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates.
- Approve valuations for payment.
- Witness and review all tests and mock-ups carried out both on and off site.
- Check and approve subcontract shop drawings for design intent.
- Update and issue the drawings register.
- Issue contract instructions as and when required.
- Review and comment on operations and maintenance manuals, guarantees, certificates and warranties.
- Inspect the works and issue practical completion and defects lists.
- Assist in obtaining statutory approvals where required.

4.13.6. Close out

- This stage is, in broad terms, defined as follows:
- Fulfil and complete the project close-out, including the preparation of the necessary documentation to facilitate effective completion, handover, and operation of the project.
- Inspect and verify rectification of defects.
- Prepare valuation for payment.
- Approve relevant payment valuations and completion certificates.
- Advise on soft landscape maintenance.
- Prepare and/or procure operations and maintenance manuals, guarantees, and warranties.
- Prepare and/or procure as-built drawings and documentation
- Inspect and verify rectification of defects.

4.14. Environmental Assessment Services

4.14.1. The Environmental Assessment Practitioner will be responsible for the following, amongst others:

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

- Ensure that the provisions of the National Environmental Management Act No 107 of 1998 (hereafter referred to as NEMA) are fulfilled and that all the relevant statutory procedures are followed.
- Liaise with and coordinate the activities and inputs from the Project Team, insofar as their inputs may have bearing on the environmental application.
- The NEMA process must, as far as possible, run concurrently with the Town Planning application; this includes the public participation process, and every effort must be made to avoid duplication. It is therefore critical that the Environmental Practitioner and the Town Planner work in close collaboration.
- Assess the application site and timeously identify any professional study that may be required as part of the environmental process. These may include, but are not limited to, a Water Use License application (WULA), a Wetlands study, a Botanical study, etc. These professionals will be managed by the Environmental Practitioner as sub-consultants, and every effort must be made to complete studies according to a programme as agreed by the Municipality's Programme Manager and the appointed Project Manager.

- Provide environmental input into the planning and design of the proposed Conceptual Development Framework and final layout plan/subdivision plan.
- Attend briefing sessions, site visits, Project Team meetings, PSC meetings and public meetings as and when required.
- Liaise with the Department of Environmental Affairs and Development Planning (DEA&DP) to ensure that the proposed development meets the requirements of the NEMA regulations and the Department's standards. Also, communicate with DEA&DP to ensure the shortest approval time possible within the ambit of NEMA.
- Coordinate and prepare the necessary documentation for the public participation process. This may include, amongst others, the placement of site notices, posting of information letters, etc.
- Defend and represent the Stellenbosch Municipality should an appeal be lodged against the final environmental authorisation.

4.15. Heritage Assessment Services

4.15.1. The Heritage Assessment Practitioner will be responsible for the following, amongst others:

The Heritage Assessment Practitioner will be responsible for completing the Heritage Assessment process and obtaining the necessary authorisation. Duties may include, but are not limited to the following:

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

4.16. Land Surveying Services

4.16.1. The Land Surveyor will be responsible for the following, amongst others:

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

- Phase 1: Supply of Provisional General Plans

  To prepare, submit, and obtain provisional approval (by the Surveyor General) of General Plans for the approved layout. The field survey shall include the pegging of the extent of the project layout, picking up of all engineering services on the site, and topographical features of the site. No internal beacons are to be placed at this stage. The General Plan shall include the plotting of all servitudes and spatial rights which are required to be registered in order to enable the approval of the General Plan, as well as the payment of all fees required by the Surveyor General for such approval. The scope of work also includes the following:
    - To prepare a calculated Base Plan from the town planning layout plan provided by the Town Planner, showing all existing engineering services and

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

- Phase 2: Supply of Final General Plans
    -
    - Place the beacons of the internal erven as and when required.
    - Prepare the final sheet of the general plans and submit the same to the Surveyor General for final approval;
    - If amendments to the General Plans are required, undertake the following actions:
        - Frame the necessary amending General Plans
        - Supply the same to the Town Planner to obtain the necessary Town Planning consents
        - Submit the amended General Plans to the Surveyor General for approval once the Town Planning approval has been received.

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

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

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

You are to report directly to the Project Manager

The Land Surveyor is required to make provision:

- For attending at least one Project Technical Committee meeting per month or as required by the Municipality's Programme Manager;

- For short written updates to the Municipality's Programme Manager on the progress of the project, submitted on a monthly basis or as required.

4.17. Beneficiary Administration Services

4.17.1. The Beneficiary Administrator will be responsible for the following, amongst others:

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

4.18. Social Facilitation Services

4.18.1. The Social Facilitator will be responsible for the following, amongst others:

- Will form part of the project steering committee and be the liaison person between project matters and the community.
- Will prepare meeting venues and assist the Ward Councillor in calling the public meetings.
- No public meeting will be organised by a Social Facilitator without the approval of the Stellenbosch Municipality's Programme Manager and the respective Steering Committee and Ward Councillor.
- Ensure effective public participation and transparency regarding beneficiary administration and job opportunities within the project.
- Will work in conjunction with the Beneficiary Administrator in advertising and communicating the names of successful applicants and informing unsuccessful beneficiaries.
- Assist the Beneficiary Administrator in tasks as described
- The Social Facilitator will form part of the project team and will be required to report on progress to the Project Manager and thus be required to attend project meetings.
- Stellenbosch Municipalities' Programme Manager

4.19. Conveyancing Services

4.19.1. The Conveyancer will be responsible for the following, amongst others:

- The opening of the township registers for GPs of the sites.
- Conveyancing certificates for all parents, even by a qualified attorney listing restrictive conditions, if any, and certifying the zoning of these even.

- Submission of the Deed of Sale documentation to the Deeds Office.
- Ensuring timeous receipt of the title deeds
- Issuing of the title deeds to the Municipality's Programme Manager

5. EXTENT OF SERVICES

The Employer intends to appoint the Project Manager/Team Leader (the Tenderer), who shall act as the Principal Agent and lead the multidisciplinary professional team appointed under this tender. The Project Manager/Team Leader shall be the lead point of accountability for the coordination, integration and management of the professional team and shall be responsible for driving the performance of the team and the delivery of the services required under each Works Order.

The Project Manager/Team Leader shall establish and maintain an integrated programme for the applicable Works Order, coordinate the inputs of all professional disciplines, allocate and monitor responsibilities, drive the preparation and timely submission of all required deliverables, review and coordinate submissions before they are issued to the Employer or authorities, monitor progress and performance against the agreed programme, quality requirements and approved scope, and intervene where slippage, non-performance or coordination failures occur. The Project Manager/Team Leader shall report directly to the Employer's Municipal Programme Manager. Each professional discipline shall remain responsible for its own professional and statutory obligations.

The appointment shall be utilised for the approved development phases arising from the Municipal Planning Tribunal (MPT) decision and for the portions of those phases instructed by the Employer. Any additional phase, extension or portion of the development that may subsequently be approved during the period of the appointment may be included in the services at the discretion of the Employer, subject to the Framework Contract, the availability of funding and a written Works Order issued by the Employer in accordance with the Framework Contract. No approval of an additional phase shall, in itself, create an entitlement for the Service Provider to commence work on that phase.

The professional services covered by this appointment may include planning, studies, investigations and assessments, detailed design and documentation, statutory and regulatory approvals, procurement documentation and support, contract administration, construction monitoring, project close-out, funding support and other specialist professional services required for the implementation of an instructed phase. The services to be performed for any particular phase or portion thereof shall be those specified in the applicable Works Order and shall be read with the detailed discipline-specific requirements in this Part C3.

5.1. **Detailed Design and Documentation for Civil Engineering Infrastructure:**

a) Detailed design of bulk and reticulation water networks, including connection points to the proposed Kayamandi Northern 10 ML reservoir and associated rising mains.
b) Detailed design of gravity sewer collector networks and connection to the existing Adam Tas drainage system and the Stellenbosch WWTP, incorporating the required bulk outfall upgrades.
c) Design integrated stormwater management systems that prioritise the retention, infiltration, reuse, and evapotranspiration of stormwater at source wherever feasible, with these principles demonstrably reflected in the hydraulic and spatial design. The extent of conventional underground pipe drainage infrastructure shall be minimised where practical and economically viable. Areas for attenuation ponds and Sustainable Drainage Systems (SuDS) are envisaged; however, the design shall identify and develop the most appropriate combination of measures for public, private, and commercial areas, maximising multifunctional use and wider environmental and social benefits where possible. The

stormwater management strategy shall ensure that post-development peak flows do not exceed pre-development peak flows.

d) Design of earthworks and road pavements for a hierarchy of streets, including 16m boulevards, 13m secondary routes, 10m tertiary routes, and 8m shared residential streets.

5.2. **Detailed Design and Documentation for Electrical Engineering Infrastructure:**

a) Design of the 11kV electrical reticulation network fed from the Cloetesville 66kV/11kV substation, including the positioning and specification of two required switching substations (each requiring approximately 14m x 20m sites).
b) Design of low-voltage networks, municipal metering, and distribution cabling to individual erven.
c) Design of street lighting for the full road network hierarchy.
d) Coordination of a 3 m-wide registered servitude along the southern boundary for future cable routes.

5.3. **Housing and Top Structure Design:**

a) Development of housing typologies in line with the Urban Design Framework, ranging from BNG and less formal (USIP) units to gap market houses and multi-unit apartment blocks (2 to 4 storeys, with greater height along the R304).
b) Preparation of construction drawings, specifications, and bills of quantities for the various housing typologies.

5.4. **Land Use, Planning, and Statutory Approvals:**

a) Management of conditions of the land use approval, including the preparation of Site Development Plans (SDPs) and sketch plans for development in heritage-sensitive areas (the portion west of the ridgeline) for approval by the Stellenbosch Municipality Heritage Section.
b) Coordination of the final general plan submission and Surveyor-General approvals.
c) Liaison with Heritage Western Cape and the Department of Environmental Affairs and Development Planning (DEA&DP) regarding compliance with the Environmental Impact Assessment (EIA) Basic Assessment and any subsequent conditions.

5.5. Construction Procurement and Monitoring:

a) Preparation of tender documentation for the appointment of civil works contractors and housing contractors.
b) Full-time construction monitoring for civil works (Clerk of Works – Civils) and top structures (Clerk of Works – Top Structures), including quality assurance, contract administration (using GCC/JBCC/NEC forms), and certification of payment certificates.
c) Management of Health and Safety, Environmental Control, and compliance with the Expanded Public Works Programme (EPWP) principles for labour-intensive construction.

6. USE OF REASONABLE SKILL AND CARE

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

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

7. BRIEF

7.1. Terms of Reference

The purpose of this tender is to procure the professional services necessary to implement the Employer's objective of providing integrated residential developments within the Stellenbosch Municipality.

The Northern Extension Development shall be implemented in accordance with the approved phasing framework arising from the Municipal Planning Tribunal (MPT) decision. The development shall be planned and managed as a series of defined development phases, including the associated planning, infrastructure, professional services and implementation requirements applicable to each phase. The phasing identified in the MPT Decision shall constitute the basis for planning and programming the implementation of the Northern Extension; however, commencement of any particular phase or portion thereof shall be subject to a **Works Order issued by the Employer in accordance with the Framework Contract.**

For each phase or portion of a phase instructed through a Works Order, the Service Provider shall undertake the professional services and deliverables specified in the applicable Works Order, including the required planning, subdivision, SDP, engineering investigations and designs, statutory approvals, infrastructure assessments and related services. The Service Provider shall identify and address the internal, link, bulk and other infrastructure requirements relevant to the Works Order and shall advise the Employer of any infrastructure upgrades, approvals, dependencies or other requirements that may affect implementation of the instructed phase. Such requirements shall inform the scope, programme and deliverables of the relevant Works Order and shall not constitute an independent authority for the Service Provider to commence, defer or expand a development phase.

The Service Provider shall maintain an integrated implementation programme reflecting the approved MPT phasing and the Works Orders issued by the Employer from time to time. Each Works Order shall define the specific services, scope, quantum, programme, deliverables and other requirements to be undertaken for the relevant phase or portion thereof. The Service Provider shall coordinate the requirements of the applicable phase with the requirements of the relevant Works Order and shall not proceed with professional services or activities falling outside the scope of an issued Works Order unless separately authorised by the Employer in accordance with the Framework Contract.

The engineering services to be provided in terms of this contract include, inter alia, the Planning, Studies, Investigations and Assessments, Normal Services and Additional Services as broadly described in the relevant sections of Board Notice 783 of 2025: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No 52691, 16 May 2025, as amended or amplified by the specific requirements below. If there is any conflict between the Specific Requirements and the Guideline Scope of Services document referred to above, the Specific Requirements shall take precedence.

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

7.2. Planning, Studies, Investigations, and Assessments

7.2.1. Normal Services

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

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

The cost of Planning, Studies, Investigations, and Assessments shall be priced into the basic fee for the professional engineering services required, which include the fee for normal services as described below (Item No. 1; C2.2 Activity Schedule refers).

Stage 1 - Inception

The Service Provider shall provide those services as described in the relevant section of Board Notice 167 of 2019: Guideline Scope of Services and Tariff of Fees, 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.

Stage 2 - Concept and Viability (Preliminary Design)

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

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

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

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

Stage 3 - Design Development (Detail Design)

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

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

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

A set of draft plans/drawings shall be submitted to both the Employer and services authorities for comment and approval prior to going out to tender. All plans must be thoroughly checked by the Service Provider's project leader prior to submission. On approval of the detail design drawings, two sets of paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Service Provider. All other prints issued henceforth shall carry the words "Initial version signed on (date)" at the signature location in the title block.

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

Stage 4 - Documentation and Procurement

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

The construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) format. The General Conditions of Contract shall be the General Conditions of Contract for Construction Works, Fourth Edition 2025, published by the South African Institution of Civil Engineering. The Service Provider shall liaise with the Employer during the preparation of the contract document to determine any other specific requirements that the Employer may have in this regard.

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

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

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

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

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

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

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

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

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

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

5- Contract Administration and Inspection

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

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

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

Stage 6-Close-Out

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

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

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

7.2.2. Additional Services

Service Enquiries/Wayleave Applications

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

Targeted Procurement

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

Act as Leader of the Professional Team

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

Construction Monitoring

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

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

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

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

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

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2014, as amended, ensure that any sub-consultants/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this Contract (Form 1.3, Part C1, refers)

7.3. Time Frames/Milestones

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

For the project, we have estimated a time period not exceeding 84 months, from the date of appointment to works completion.

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

7.4. Places for the Performance of Specific Tasks

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

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

7.5. Reporting Requirements

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

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

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

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

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

8. REFERENCE DATA

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

9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

10. APPROVALS

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

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

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

11. PROCUREMENT

11.1. Preferential Procurement

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

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

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

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

Notwithstanding the restriction on sub-contracting as described on the Preference Schedule, it is 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 practice, of the B-BBEE status level of every sub-contractor employed by the Contractor. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

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

11.3. Contract administration

The Service Provider shall note that the Employer is currently in the process of procuring a contract management software solution for contract administration purposes.

Where the Service Provider elects to utilize or identifies its own contract administration systems, software, or other related resources as part of its proposed methodology, such resources shall be deemed supplementary only. Upon implementation of the Employer's contract management software, the Employer's designated system shall take precedence and shall be the primary platform for all contract administration, record management, reporting, workflow processes, and related contractual functions.

The Service Provider shall be required to fully cooperate with, and utilize, the Employer's designated system without entitlement to any additional compensation arising from such requirement.

12. FORMAT OF COMMUNICATION

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

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

13. KEY PERSONNEL

a) A **Project Manager/ Team Leader (The Tenderer),** who will act as Principal Agent, with at least a bachelor's degree in the built environment and at least 10 years verifiable post-graduate experience in the management of planning, design, and construction monitoring services for Residential Housing Development, at least five (5) of which must be related to Government Subsidised Housing Development. The Project Manager/Team Leader will assume full contractual responsibility for the professional team and all services carried out in terms of this tender, which includes primarily assembling, managing, and driving the professional team. The Project Manager/Team Leader must be registered with SACPCMP or PMI and must provide proof in this regard. The Project Manager/Project Management entity shall remain independent of all other professional service providers forming part of the multidisciplinary team.

b) A **Professional Civil Engineer/Technologist** with at least 7 (seven) years verifiable post-graduate experience in the planning, design, and construction monitoring of subsidised housing development, and who will be responsible for all civil infrastructure work carried out in terms of this tender. The Civil Engineer must be registered with ECSA and must provide proof in this regard.

c) A **Professional Geotechnical Engineer** with at least 7 (seven) years verifiable post-graduate experience in undertaking geotechnical engineering work relating to subsidised housing development and who will be responsible for geotechnical work required in terms of this tender. The Geotechnical Engineer must be registered with ECSA and must provide proof in this regard.

d) A **Professional Transport/Traffic Engineer** with at least 7 (seven) years verifiable post-graduate experience in undertaking Traffic Impact Assessment work relating to subsidised housing developments and who will be responsible for Traffic/Transportation work carried out in terms of this tender. The Traffic/Transport Engineer must be registered with ECSA and must provide proof in this regard.

e) A **Professional Electrical Engineer** with at least 7 (seven) years verifiable post-qualification experience in the planning, design, and construction monitoring of subsidised housing development and who will be responsible for all electrical infrastructure work carried out in terms of this tender. The Electrical Engineer must be registered with ECSA and must provide proof in this regard.

f) A **Clerk of Works (Civil)** with at least 7 (seven) years verifiable post-graduation experience in construction site monitoring relating to the construction of subsidised residential civil engineering infrastructure and who will be responsible for all on-site construction activities, including quality assurance, in terms of this tender. The Clerk of Works (Civils) must be registered with ECSA as an Engineering Technician and must provide proof in this regard.

g) A **Health & Safety Officer/Specialist** with at least 7 (seven) years verifiable post-graduation experience in housing development, who will be responsible for all health and safety planning and assurance work carried out in terms of this tender. The Health and Safety Officer/Specialist must be registered with SACPCMP and must provide proof in this regard.

h) An **Environmental Control Officer** with at least 7 (seven) years verifiable post-graduation experience in housing development, who will be responsible for all environmental control work carried out in terms of this tender. The Environmental Control Officer must be registered with EAPASA and must provide proof in this regard.

i) A **Town Planner** with at least 7 (seven) years verifiable post-graduation experience in town planning practice for subsidised housing developments and who will be responsible for all town planning work carried out in terms of this tender. The Town Planner must be registered with SACPLAN and must provide proof in this regard.

j) An **Architect/Urban Designer** with at least 7 (seven) years verifiable post-graduation experience in architectural or urban design practice for subsidised housing development and who will be responsible for all architectural or urban design work carried out in terms of this tender. The Architect/Urban Designer must be registered with SACAP and UDISA and must provide proof in this regard.

k) An **Environmental Assessment Practitioner** with at least 7 (seven) years verifiable post-graduation experience in environmental impact assessments and who will be responsible for all such work carried out in terms of this tender. The Environmental Assessment Practitioner must be registered with the South African Council for Natural Scientific Professions and must provide proof in this regard.

l) A **Land Surveyor** with at least 7 (seven) years verifiable post-graduate experience in surveying housing developments and who will be responsible 3for all such work carried out in terms of this tender, including the uploading of the Approved General Plans to the Municipalities' GIS Department. The Land Surveyor must be registered with SAGC and must provide proof in this regard.

Should it become necessary to replace any of the key personnel listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements, and then only with the approval of the Employer.

14. MANAGEMENT MEETINGS

14.1. Management Meetings

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

14.2. Community/Stakeholder Meetings

The Service Provider will also be expected to contribute to and attend community/stakeholder meetings, presenting proposals at these forums, and taking cognisance of input from the

various interested and affected parties in the conceptual and detailed design development, where possible. It is not anticipated that it will be necessary to continue with community/stakeholder participation through the construction period, other than to respond to any individual queries/concerns that may be raised.

14.3. Supply Chain Management (SCM) Committee Meeting

During the course of the Documentation and Procurement stage, the Service Provider shall attend and participate in the SCM Bid Specification and Bid Evaluation Committee meetings in order to present the contract document and tender evaluation report to the Employer.

14.4. Site/Technical Meetings

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

14.5. Ad-hoc Meetings

The Service Provider will be expected to attend ad hoc meetings from time to time, with the Employer, stakeholder groups, or service or other authorities, in order to address specific issues as and when the need arises.

14.6. General

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

All charges in respect of attendance at meetings and the provision of secretarial services shall be included in the tendered basic fee (Item No.1: C2.2 Activity Schedule).

14.7. CLAIMS FOR PAYMENT

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

14.8. EMPLOYER'S RIGHT TO RECOVER COSTS

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

PART C4: SITE INFORMATION

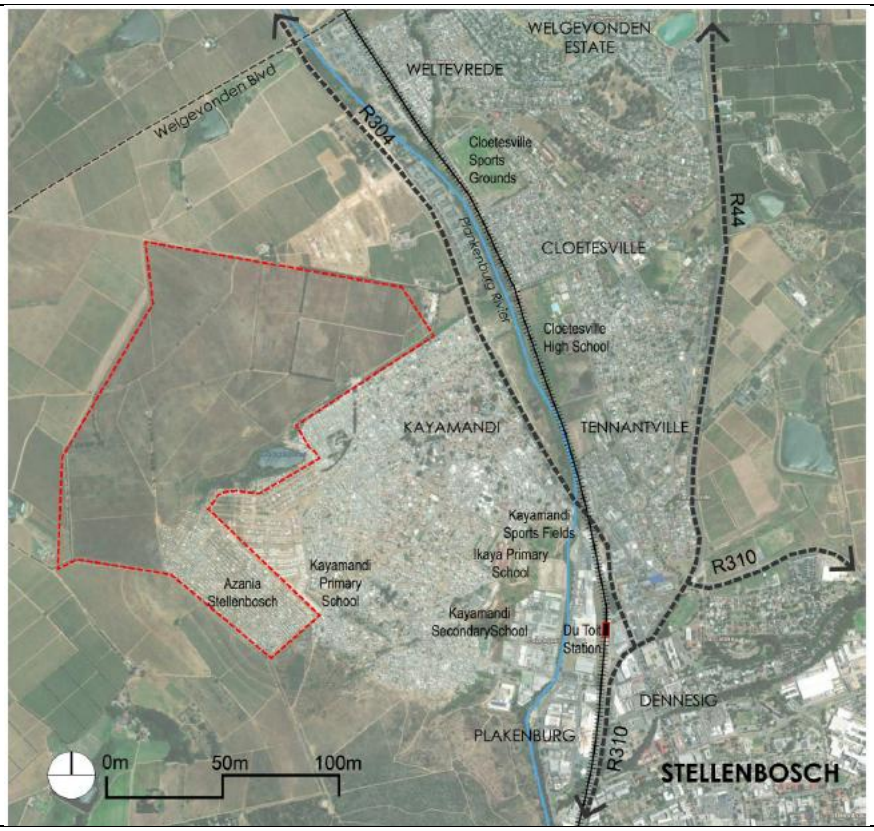


Figure 1: Site Development Area

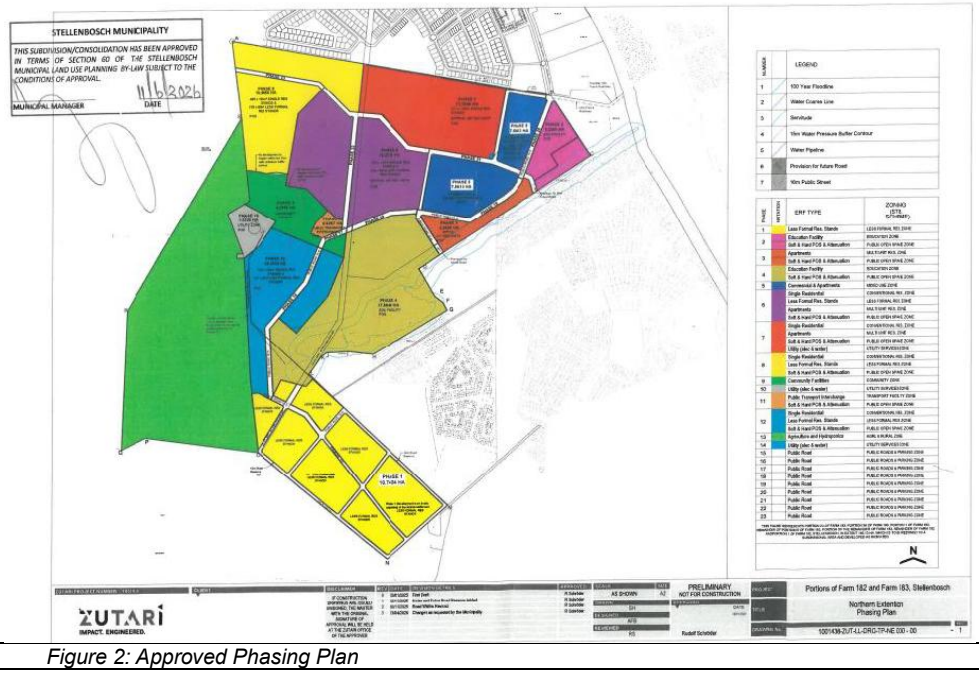


Figure 2: Approved Phasing Plan

PART C5: ADDITIONAL RETURNABLE DOCUMENTS

	Pages
C5.1 List of Additional Returnable Documents……	163
C5.2 Additional Returnable Schedules……..	164 – 230

STELLENBOSCH MUNICIPALITY

DIRECTORATE: PLANNING AND ECONOMIC DEVELOPMENT

B/SM 10/27

APPOINTMENT OF A MULTIDISCIPLINARY PROFESSIONAL CONSULTING TEAM ON A FRAMEWORK CONTRACT TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT DOCUMENTATION, AND CONSTRUCTION MONITORING SERVICES OF THE PORTION OF ADAM TAS PRECINCT 10 REFERRED TO AS NORTHERN EXTENSION

C5.1 List of Returnable Documents

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

23:	SCHEDULE OF EXPERIENCE OF PROJECT MANAGER	
24:	SCHEDULE OF EXPERIENCE OF CIVIL ENGINEER/TECHNOLOGIST	
25:	SCHEDULE OF EXPERIENCE OF STRUCTURAL ENGINEER	
26:	SCHEDULE OF EXPERIENCE OF GEOTECHNICAL ENGINEER	
27:	SCHEDULE OF EXPERIENCE OF TRANSPORT/TRAFFIC ENGINEER	
28:	SCHEDULE OF EXPERIENCE OF ELECTRICAL ENGINEER	
29:	SCHEDULE OF EXPERIENCE OF CLERK OF WORKS (CIVIL)	
30:	SCHEDULE OF EXPERIENCE OF CLERK OF WORKS (TOP STRUCTURES)	
31:	SCHEDULE OF EXPERIENCE OF HEALTH & SAFETY OFFICER/SPECIALIST	
32:	SCHEDULE OF EXPERIENCE OF ENVIRONMENTAL CONTROL OFFICER	
33:	SCHEDULE OF EXPERIENCE OF TOWN PLANNER	
34:	SCHEDULE OF EXPERIENCE OF URBAN DESIGNER/ARCHITECT	
35:	SCHEDULE OF EXPERIENCE OF LANDSCAPE ARCHITECT	
36:	SCHEDULE OF EXPERIENCE OF ENVIRONMENTAL ASSESSMENT PRACTITIONER	
37:	SCHEDULE OF EXPERIENCE OF HERITAGE ASSESSMENT PRACTITIONER	
38:	SCHEDULE OF EXPERIENCE OF LAND SURVEYOR	
39:	SCHEDULE OF EXPERIENCE OF BENEFICIARY ADMINISTRATOR	
40:	SCHEDULE OF EXPERIENCE OF SOCIAL FACILITATOR	
41:	SCHEDULE OF EXPERIENCE OF CONVEYANCING ATTORNEY	
42:	SCHEDULE OF EXPERIENCE OF QUANTITY SURVEYOR	
43:	SCHEDULE FOR ATTACHING JOINT VENTURE AGREEMENT	
44:	SCHEDULE FOR ATTACHING PROOF OF INDEMNITY INSURANCE	
45:	SCHEDULE FOR ATTACHING LETTER OF GOOD STANDING	
46:	SCHEDULE FOR ATTACHING SIGNED UNDERTAKINGS	
47:	SCHEDULE FOR ATTACHING OTHER DOCUMENTS	

SCHEDULE 23: DISCIPLINE TENDERED: PROJECT MANAGER				
Tenderer shall append certified copies of the relevant qualifications and current professional registration certificates for the personnel listed in this schedule.				
Current designation at Tendering Company				
First Name				
Surname				
Nationality			Date of Birth	
Current Residence				
Highest Qualification			NQF Level	
Years of Experience				
Professional Body Registered on				
Registration No				
Project No:				
1.	Client Name			
	Project Description			
	Services Rendered			
	Position Held in Project			
	Project Value (incl. VAT)			
	Project Start Date			
	Project Completion Date			
	Client Contactable Reference Details	Client Contact Person Name		
		Client Contact Person Email Address		
		Client Contact Number		
2.	Client Name			
	Project Description			
	Services Rendered			
	Position Held in Project			
	Project Value (incl. VAT)			
	Project Start Date			
	Project Completion Date			
	Client Contactable Reference Details	Client Contact Person Name		

		Client Contact Person Email Address	
		Client Contact Number	
3.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
4.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
5.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		

	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	

The undersigned warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his / her personal knowledge and are, to the best of his / her knowledge, both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

The following must be completed by the institution where previous services (projects) have been delivered	
Name of the Institution providing reference	
Name and Surname of person who completed reference	
Capacity of the person who completed the reference	
Contact Telephone Number	
Contact Email Address	
Reference Supplied for	
Contract description and value if service was provided in terms of a tender.	R
Please comment below on the quality of the service rendered:	
Signature:	
Date:	
	STAMP

NON-COMPLIANCE WILL INVALIDATE YOUR TENDER

Note:** If the service provider completed projects for different clients, they may make copies of this page and complete one page for each project listed in this schedule.

SCHEDULE 24: DISCIPLINE TENDERED: PROFESSIONAL CIVIL ENGINEER/TECHNOLOGIST					
Tenderer shall append certified copies of the relevant qualifications and current professional registration certificates for the personnel listed in this schedule.					
Current designation at Tendering Company					
First Name					
Surname					
Nationality			Date of Birth		
Current Residence					
Highest Qualification			NQF Level		
Years of Experience					
Professional Body Registered on					
Registration No					
Project No:					
1.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				
	Project Value (incl. VAT)				
	Project Start Date				
	Project Completion Date				
	Client Contactable Reference Details	Client Contact Person Name			
		Client Contact Person Email Address			
		Client Contact Number			
2.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				

	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
3.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
4.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	

		Client Contact Number	
5.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	

The undersigned warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his / her personal knowledge and are, to the best of his / her knowledge, both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

The following must be completed by the institution where previous services (projects) have been delivered	
Name of the Institution providing reference	
Name and Surname of person who completed reference	
Capacity of the person who completed the reference	
Contact Telephone Number	
Contact Email Address	
Reference Supplied for	
Contract description and value if service was provided in terms of a tender.	R
Please comment below on the quality of the service rendered:	
Signature:	
Date:	
	STAMP

NON-COMPLIANCE WILL INVALIDATE YOUR TENDER

Note:** If the service provider completed projects for different clients, they may make copies of this page and complete one page for each project listed in this schedule.

SCHEDULE 25: DISCIPLINE TENDERED: PROFESSIONAL STRUCTURAL ENGINEER					
Tenderer shall append certified copies of the relevant qualifications and current professional registration certificates for the personnel listed in this schedule.					
Current designation at Tendering Company					
First Name					
Surname					
Nationality			Date of Birth		
Current Residence					
Highest Qualification			NQF Level		
Years of Experience					
Professional Body Registered on					
Registration No					
Project No:					
1.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				
	Project Value (incl. VAT)				
	Project Start Date				
	Project Completion Date				
	Client Contactable Reference Details	Client Contact Person Name			
		Client Contact Person Email Address			
		Client Contact Number			
2.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				

	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
3.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
4.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	

		Client Contact Number	
5.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	

The undersigned warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his / her personal knowledge and are, to the best of his / her knowledge, both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 26: DISCIPLINE TENDERED: PROFESSIONAL GEOTECHNICAL ENGINEER					
Tenderer shall append certified copies of the relevant qualifications and current professional registration certificates for the personnel listed in this schedule.					
Current designation at Tendering Company					
First Name					
Surname					
Nationality			Date of Birth		
Current Residence					
Highest Qualification			NQF Level		
Years of Experience					
Professional Body Registered on					
Registration No					
Project No:					
1.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				
	Project Value (incl. VAT)				
	Project Start Date				
	Project Completion Date				
	Client Contactable Reference Details	Client Contact Person Name			
		Client Contact Person Email Address			
		Client Contact Number			
2.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				

	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
3.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
4.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	

		Client Contact Number	
5.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	

The undersigned warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his / her personal knowledge and are, to the best of his / her knowledge, both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 27: DISCIPLINE TENDERED: PROFESSIONAL TRANSPORT/TRAFFIC ENGINEER					
Tenderer shall append certified copies of the relevant qualifications and current professional registration certificates for the personnel listed in this schedule.					
Current designation at Tendering Company					
First Name					
Surname					
Nationality			Date of Birth		
Current Residence					
Highest Qualification			NQF Level		
Years of Experience					
Professional Body Registered on					
Registration No					
Project No:					
1.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				
	Project Value (incl. VAT)				
	Project Start Date				
	Project Completion Date				
	Client Contactable Reference Details	Client Contact Person Name			
		Client Contact Person Email Address			
		Client Contact Number			
2.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				

	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
3.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
4.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	

		Client Contact Number	
5.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	

The undersigned warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his / her personal knowledge and are, to the best of his / her knowledge, both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 28: DISCIPLINE TENDERED: PROFESSIONAL ELECTRICAL ENGINEER				
Tenderer shall append certified copies of the relevant qualifications and current professional registration certificates for the personnel listed in this schedule.				
Current designation at Tendering Company				
First Name				
Surname				
Nationality			Date of Birth	
Current Residence				
Highest Qualification			NQF Level	
Years of Experience				
Professional Body Registered on				
Registration No				
Project No:				
1.	Client Name			
	Project Description			
	Services Rendered			
	Position Held in Project			
	Project Value (incl. VAT)			
	Project Start Date			
	Project Completion Date			
	Client Contactable Reference Details	Client Contact Person Name		
		Client Contact Person Email Address		
		Client Contact Number		
2.	Client Name			
	Project Description			
	Services Rendered			
	Position Held in Project			

	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
3.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
4.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	

		Client Contact Number	
5.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	

The undersigned warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his / her personal knowledge and are, to the best of his / her knowledge, both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 29: DISCIPLINE TENDERED: CLERK OF WORKS (CIVIL)				
Tenderer shall append certified copies of the relevant qualifications and current professional registration certificates for the personnel listed in this schedule.				
Current designation at Tendering Company				
First Name				
Surname				
Nationality			Date of Birth	
Current Residence				
Highest Qualification			NQF Level	
Years of Experience				
Professional Body Registered on				
Registration No				
Project No:				
1.	Client Name			
	Project Description			
	Services Rendered			
	Position Held in Project			
	Project Value (incl. VAT)			
	Project Start Date			
	Project Completion Date			
	Client Contactable Reference Details	Client Contact Person Name		
		Client Contact Person Email Address		
		Client Contact Number		
2.	Client Name			
	Project Description			
	Services Rendered			
	Position Held in Project			

	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
3.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
4.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	

		Client Contact Number	
5.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	

The undersigned warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his / her personal knowledge and are, to the best of his / her knowledge, both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 30: DISCIPLINE TENDERED: CLERK OF WORKS (TOP STRUCTURES)				
Tenderer shall append certified copies of the relevant qualifications and current professional registration certificates for the personnel listed in this schedule.				
Current designation at Tendering Company				
First Name				
Surname				
Nationality			Date of Birth	
Current Residence				
Highest Qualification			NQF Level	
Years of Experience				
Professional Body Registered on				
Registration No				
Project No:				
1.	Client Name			
	Project Description			
	Services Rendered			
	Position Held in Project			
	Project Value (incl. VAT)			
	Project Start Date			
	Project Completion Date			
	Client Contactable Reference Details	Client Contact Person Name		
		Client Contact Person Email Address		
		Client Contact Number		
2.	Client Name			
	Project Description			
	Services Rendered			
	Position Held in Project			

	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
3.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
4.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	

		Client Contact Number	
5.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	

The undersigned warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his / her personal knowledge and are, to the best of his / her knowledge, both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 31: DISCIPLINE TENDERED: HEALTH AND SAFETY OFFICER/SPECIALIST				
Tenderer shall append certified copies of the relevant qualifications and current professional registration certificates for the personnel listed in this schedule.				
Current designation at Tendering Company				
First Name				
Surname				
Nationality			Date of Birth	
Current Residence				
Highest Qualification			NQF Level	
Years of Experience				
Professional Body Registered on				
Registration No				
Project No:				
1.	Client Name			
	Project Description			
	Services Rendered			
	Position Held in Project			
	Project Value (incl. VAT)			
	Project Start Date			
	Project Completion Date			
	Client Contactable Reference Details	Client Contact Person Name		
		Client Contact Person Email Address		
		Client Contact Number		
2.	Client Name			
	Project Description			
	Services Rendered			
	Position Held in Project			

	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
3.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
4.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	

		Client Contact Number	
5.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	

The undersigned warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his / her personal knowledge and are, to the best of his / her knowledge, both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 32: DISCIPLINE TENDERED: ENVIRONMENTAL CONTROL OFFICER				
Tenderer shall append certified copies of the relevant qualifications and current professional registration certificates for the personnel listed in this schedule.				
Current designation at Tendering Company				
First Name				
Surname				
Nationality			Date of Birth	
Current Residence				
Highest Qualification			NQF Level	
Years of Experience				
Professional Body Registered on				
Registration No				
Project No:				
1.	Client Name			
	Project Description			
	Services Rendered			
	Position Held in Project			
	Project Value (incl. VAT)			
	Project Start Date			
	Project Completion Date			
	Client Contactable Reference Details	Client Contact Person Name		
		Client Contact Person Email Address		
		Client Contact Number		
2.	Client Name			
	Project Description			
	Services Rendered			
	Position Held in Project			

	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
3.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
4.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	

		Client Contact Number	
5.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	

The undersigned warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his / her personal knowledge and are, to the best of his / her knowledge, both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 33: DISCIPLINE TENDERED: PROFESSIONAL TOWN PLANNER					
Tenderer shall append certified copies of the relevant qualifications and current professional registration certificates for the personnel listed in this schedule.					
Current designation at Tendering Company					
First Name					
Surname					
Nationality			Date of Birth		
Current Residence					
Highest Qualification			NQF Level		
Years of Experience					
Professional Body Registered on					
Registration No					
Project No:					
1.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				
	Project Value (incl. VAT)				
	Project Start Date				
	Project Completion Date				
	Client Contactable Reference Details	Client Contact Person Name			
		Client Contact Person Email Address			
		Client Contact Number			
2.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				

	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
3.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
4.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	

		Client Contact Number	
5.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	

The undersigned warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his / her personal knowledge and are, to the best of his / her knowledge, both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 34: DISCIPLINE TENDERED: URBAN DESIGNER/ARCHITECT					
Tenderer shall append certified copies of the relevant qualifications and current professional registration certificates for the personnel listed in this schedule.					
Current designation at Tendering Company					
First Name					
Surname					
Nationality			Date of Birth		
Current Residence					
Highest Qualification			NQF Level		
Years of Experience					
Professional Body Registered on					
Registration No					
Project No:					
1.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				
	Project Value (incl. VAT)				
	Project Start Date				
	Project Completion Date				
	Client Contactable Reference Details	Client Contact Person Name			
		Client Contact Person Email Address			
		Client Contact Number			
2.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				

	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
3.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
4.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	

		Client Contact Number	
5.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	

The undersigned warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his / her personal knowledge and are, to the best of his / her knowledge, both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 35: DISCIPLINE TENDERED: LANDSCAPE ARCHITECT					
Tenderer shall append certified copies of the relevant qualifications and current professional registration certificates for the personnel listed in this schedule.					
Current designation at Tendering Company					
First Name					
Surname					
Nationality			Date of Birth		
Current Residence					
Highest Qualification			NQF Level		
Years of Experience					
Professional Body Registered on					
Registration No					
Project No:					
1.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				
	Project Value (incl. VAT)				
	Project Start Date				
	Project Completion Date				
	Client Contactable Reference Details	Client Contact Person Name			
		Client Contact Person Email Address			
		Client Contact Number			
2.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				

	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
3.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
4.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	

		Client Contact Number	
5.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	

The undersigned warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his / her personal knowledge and are, to the best of his / her knowledge, both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 36: DISCIPLINE TENDERED: ENVIRONMENTAL ASSESSMENT PRACTITIONER					
Tenderer shall append certified copies of the relevant qualifications and current professional registration certificates for the personnel listed in this schedule.					
Current designation at Tendering Company					
First Name					
Surname					
Nationality			Date of Birth		
Current Residence					
Highest Qualification			NQF Level		
Years of Experience					
Professional Body Registered on					
Registration No					
Project No:					
1.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				
	Project Value (incl. VAT)				
	Project Start Date				
	Project Completion Date				
	Client Contactable Reference Details	Client Contact Person Name			
		Client Contact Person Email Address			
		Client Contact Number			
2.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				

	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
3.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
4.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	

		Client Contact Number	
5.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	

The undersigned warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his / her personal knowledge and are, to the best of his / her knowledge, both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 37: DISCIPLINE TENDERED: HERITAGE ASSESSMENT PRACTITIONER					
Tenderer shall append certified copies of the relevant qualifications and current professional registration certificates for the personnel listed in this schedule.					
Current designation at Tendering Company					
First Name					
Surname					
Nationality			Date of Birth		
Current Residence					
Highest Qualification			NQF Level		
Years of Experience					
Professional Body Registered on					
Registration No					
Project No:					
1.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				
	Project Value (incl. VAT)				
	Project Start Date				
	Project Completion Date				
	Client Contactable Reference Details	Client Contact Person Name			
		Client Contact Person Email Address			
		Client Contact Number			
2.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				

	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
3.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
4.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	

		Client Contact Number	
5.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	

The undersigned warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his / her personal knowledge and are, to the best of his / her knowledge, both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 38: DISCIPLINE TENDERED: LAND SURVEYOR				
Tenderer shall append certified copies of the relevant qualifications and current professional registration certificates for the personnel listed in this schedule.				
Current designation at Tendering Company				
First Name				
Surname				
Nationality			Date of Birth	
Current Residence				
Highest Qualification			NQF Level	
Years of Experience				
Professional Body Registered on				
Registration No				
Project No:				
1.	Client Name			
	Project Description			
	Services Rendered			
	Position Held in Project			
	Project Value (incl. VAT)			
	Project Start Date			
	Project Completion Date			
	Client Contactable Reference Details	Client Contact Person Name		
		Client Contact Person Email Address		
		Client Contact Number		
2.	Client Name			
	Project Description			
	Services Rendered			
	Position Held in Project			

	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
3.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
4.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	

		Client Contact Number	
5.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	

The undersigned warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his / her personal knowledge and are, to the best of his / her knowledge, both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 39: DISCIPLINE TENDERED: BENEFICIARY ADMINISTRATOR					
Tenderer shall append certified copies of the relevant qualifications and current professional registration certificates for the personnel listed in this schedule.					
Current designation at Tendering Company					
First Name					
Surname					
Nationality			Date of Birth		
Current Residence					
Highest Qualification			NQF Level		
Years of Experience					
Professional Body Registered on					
Registration No					
Project No:					
1.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				
	Project Value (incl. VAT)				
	Project Start Date				
	Project Completion Date				
	Client Contactable Reference Details	Client Contact Person Name			
		Client Contact Person Email Address			
		Client Contact Number			
2.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				

	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
3.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
4.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	

		Client Contact Number	
5.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	

The undersigned warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his / her personal knowledge and are, to the best of his / her knowledge, both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 40: DISCIPLINE TENDERED: SOCIAL FACILITATOR				
Tenderer shall append certified copies of the relevant qualifications and current professional registration certificates for the personnel listed in this schedule.				
Current designation at Tendering Company				
First Name				
Surname				
Nationality			Date of Birth	
Current Residence				
Highest Qualification			NQF Level	
Years of Experience				
Professional Body Registered on				
Registration No				
Project No:				
1.	Client Name			
	Project Description			
	Services Rendered			
	Position Held in Project			
	Project Value (incl. VAT)			
	Project Start Date			
	Project Completion Date			
	Client Contactable Reference Details	Client Contact Person Name		
		Client Contact Person Email Address		
		Client Contact Number		
2.	Client Name			
	Project Description			
	Services Rendered			
	Position Held in Project			

	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
3.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
4.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	

		Client Contact Number	
5.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	

The undersigned warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his / her personal knowledge and are, to the best of his / her knowledge, both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 41: DISCIPLINE TENDERED: CONVEYANCING ATTORNEY					
Tenderer shall append certified copies of the relevant qualifications and current professional registration certificates for the personnel listed in this schedule.					
Current designation at Tendering Company					
First Name					
Surname					
Nationality			Date of Birth		
Current Residence					
Highest Qualification			NQF Level		
Years of Experience					
Professional Body Registered on					
Registration No					
Project No:					
1.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				
	Project Value (incl. VAT)				
	Project Start Date				
	Project Completion Date				
	Client Contactable Reference Details	Client Contact Person Name			
		Client Contact Person Email Address			
		Client Contact Number			
2.	Client Name				
	Project Description				
	Services Rendered				
	Position Held in Project				

	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
3.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
4.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	

		Client Contact Number	
5.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	

The undersigned warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his / her personal knowledge and are, to the best of his / her knowledge, both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 42: DISCIPLINE TENDERED: QUANTITY SURVEYOR				
Tenderer shall append certified copies of the relevant qualifications and current professional registration certificates for the personnel listed in this schedule.				
Current designation at Tendering Company				
First Name				
Surname				
Nationality			Date of Birth	
Current Residence				
Highest Qualification			NQF Level	
Years of Experience				
Professional Body Registered on				
Registration No				
Project No:				
1.	Client Name			
	Project Description			
	Services Rendered			
	Position Held in Project			
	Project Value (incl. VAT)			
	Project Start Date			
	Project Completion Date			
	Client Contactable Reference Details	Client Contact Person Name		
		Client Contact Person Email Address		
		Client Contact Number		
2.	Client Name			
	Project Description			
	Services Rendered			
	Position Held in Project			

	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
3.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	
4.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	

		Client Contact Number	
5.	Client Name		
	Project Description		
	Services Rendered		
	Position Held in Project		
	Project Value (incl. VAT)		
	Project Start Date		
	Project Completion Date		
	Client Contactable Reference Details	Client Contact Person Name	
		Client Contact Person Email Address	
		Client Contact Number	

The undersigned warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within his / her personal knowledge and are, to the best of his / her knowledge, both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 43: JOINT VENTURE AGREEMENT

Bidders submitting a joint venture bid shall attach a signed Joint Venture (JV) Agreement in this section.

SCHEDULE 44: PROOF OF PROFESSIONAL INDEMNITY INSURANCE

Bidders shall attach valid proof of Professional Indemnity Insurance in this section.

SCHEDULE 45: LETTER OF GOOD STANDING/RELEVANT ASSESSMENT

Bidders shall attach a valid Letter of Good Standing in this section.

SCHEDULE 46: SIGNED UNDERTAKINGS

Bidders shall attach the signed undertakings in this section. Where any proposed team member is employed by a different company, the bidder shall provide the relevant details in the table below. An example has been provided in the shaded section for guidance.

COMPANY	ROLE	REPRESENTATIVE	CONTACT DETAILS
ACT	Project Manager	Elliot Matthews	elliot@act.co.za

SCHEDULE 47: OTHER DOCUMENTS

Bidders shall submit all supporting documentation required in accordance with the instructions contained in the Tender Document.