

TENDER NO 70C/2026/27



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

SCM - 515 | Approved by Branch Manager: 15/07/2024

Version: 5.4

Page 1 of 160

FRAMEWORK TENDER DOCUMENT

FOR THE

TERM TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF STORMWATER INFRASTRUCTURE

THE TENDER

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 42** of this document
- Table 1: Tender Preference Claim Form is on **page 146** of this document.

ISSUED BY:

**DIRECTOR: ROADS
INFRASTRUCTURE
MANAGEMENT
URBAN MOBILITY
DIRECTORATE CITY OF CAPE
TOWN**

Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

For official use.

TENDER SERIAL No.:

**SIGNATURES OF CITY OFFICIALS AT
TENDER OPENING**

1.

2.

3.

September 2026

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

CITY OF CAPE TOWN

DIRECTORATE: URBAN MOBILITY

CONTRACT NO. 70C/2026/27

TERM TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF STORMWATER INFRASTRUCTURE

General Tender Information

TENDER ADVERTISED	:	18 September 2026
CLARIFICATION MEETING	:	Time: 10h00 on 5 October 2026 A non-compulsory but strongly recommended hybrid clarification meeting with representatives of the Employer will take place at the below venue in person, as well as virtually via Teams on 5 October 2026 at 10:00am. Virtual attendees will need to email the City of Cape Town, SCM.Tenders8@capetown.gov.za for the link to the meeting at least 2 days prior to the meeting date and time
VENUE FOR CLARIFICATION MEETING	:	Hybrid meeting held at the Parow Chambers, Parow Municipality, corner of Voortrekker and Tallent Roads, Parow
CLOSING DATE	:	26 October 2026
CLOSING TIME	:	10h00
TENDER BOX & ADDRESS	:	Tender Box 242 at the Tender & Quotation Box Office , 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town
TENDER BOX	:	The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.

If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. The onus remains with the tenderer to ensure that the tender is placed in either the original box or as alternatively instructed.

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

CITY OF CAPE TOWN

URBAN MOBILITY: ROADS INFRASTRUCTURE MANAGEMENT

CONTRACT NO. 70C/2026/27

TERM TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF STORMWATER INFRASTRUCTURE

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Part T1: Tendering procedures

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CITY OF CAPE TOWN

URBAN MOBILITY: ROADS INFRASTRUCTURE MANAGEMENT

CONTRACT NO. 70C/2026/27

TERM TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF STORMWATER INFRASTRUCTURE

T1.1 Tender Notice and Invitation to Tender

The **CITY OF CAPE TOWN**, Director: URBAN MOBILITY, ROADS INFRASTRUCTURE MANAGEMENT, invites tenders for Tender No. **70C/2026/27: TERM TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF STORMWATER INFRASTRUCTURE**.

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

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

Preferences are offered to tenderers who tender in accordance with the Preferential Procurement Regulations and the City of Cape Town's Supply Chain Management Policy (SCM Policy). Furthermore, in terms of these Regulations and the SCM Policy, tenderers are required to meet the HDI and/or RDP specific goals

The physical address for collection of tender documents is:

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

Documents may be collected during working hours between 08:30 –15:00 from **18 September 2026**.

A non-refundable tender fee of R250.00 payable by cash or Electronic Funds Transfer (EFT) in favour of the City of Cape Town is required on collection of the tender documents.

The Employer's Information Officer who is responsible for overseeing questions in relation to data protection may be contacted at via email Popia@capetown.gov.za. Additional contact details are provided in clause C.1.6.5.6 of the Tender Data.

Queries relating to any issues in these documents may be addressed to [**SCM.tenders8@capetown.gov.za**](mailto:SCM.tenders8@capetown.gov.za).

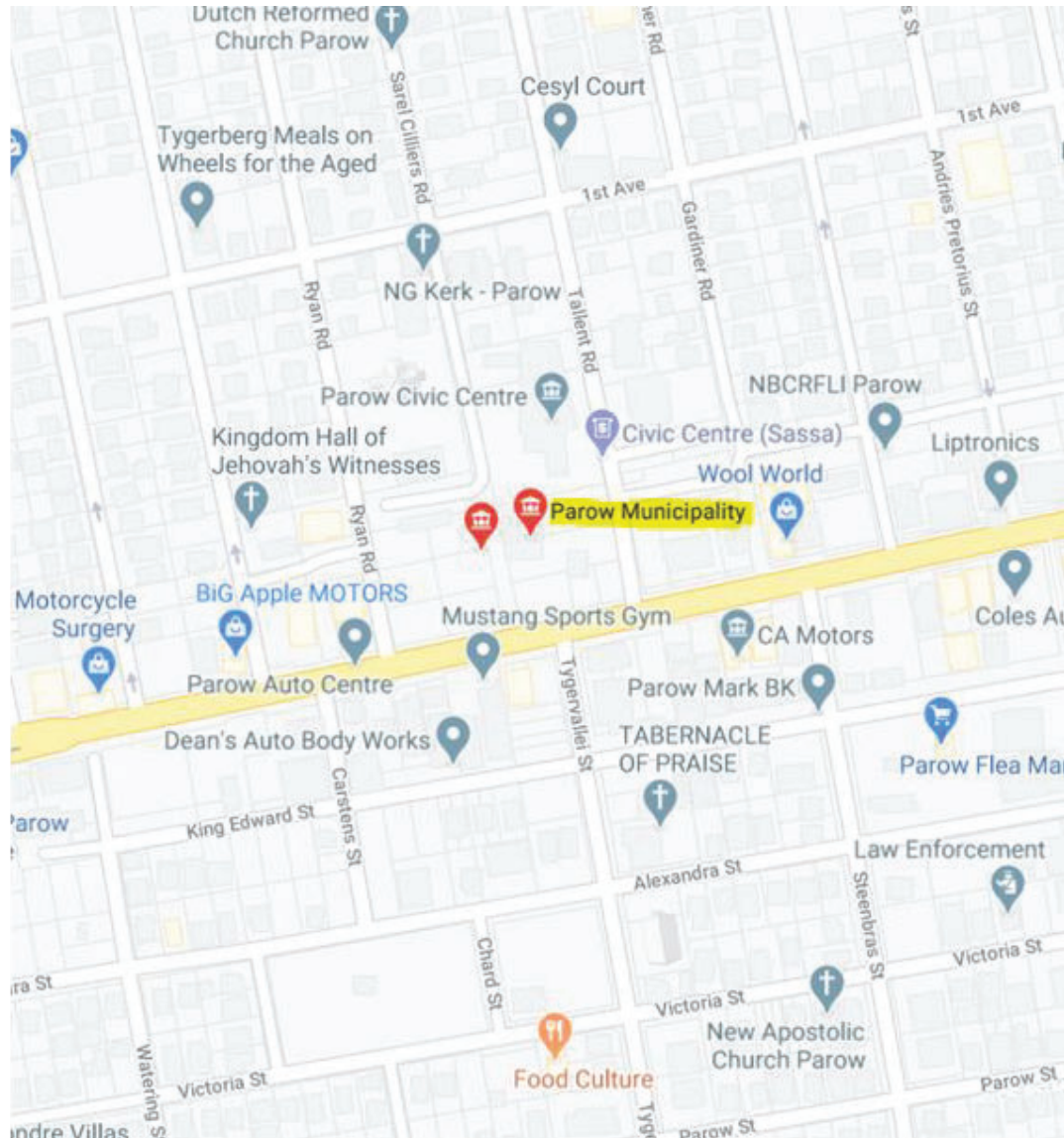
A non-compulsory but strongly recommended clarification meeting with representatives of the Employer will be held on **5 October 2026 at 10h00** at the Council Chamber, Parow Civic Centre, corner of Voortrekker and Tallent Roads, Parow (Refer to Locality Plan – Site Visit/Clarification Meeting Venue overleaf).

The closing time for receipt of tenders is **10h00 on 26 October 2026**.

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

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

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



Parow Municipal Offices
Parow Chambers on the 1st Floor
121 Voortrekker Road
Parow

CITY OF CAPE TOWN
URBAN MOBILITY
CONTRACT NO. 70C/2026/27
TERM TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF STORMWATER
INFRASTRUCTURE

LOCALITY PLAN – SITE VISIT/CLARIFICATION MEETING VENUE

CITY OF CAPE TOWN

URBAN MOBILITY: ROADS INFRASTRUCTURE MANAGEMENT

CONTRACT NO. 70C/2026/27

TERM TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF STORMWATER INFRASTRUCTURE

T1.2 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
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C.1	General
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C.1.1	Actions
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C.1.1.1	<i>Add the following:</i>
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The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract Please refer to this document contained on the Employer's website.

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

The Employer is the City of Cape Town ("City" or "CCT"), represented by the Director: ROADS INFRASTRUCTURE MANAGEMENT: URBAN MOBILITY.

C.1.2	Tender Documents
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Add the following:

The documents issued by the employer for the purpose of this tender, is described in the **Contents** page preceding **Part T1: Tendering Procedures** of this document.

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

VOLUME 1 The **Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015)** as published by the Construction Industry Development Board. Tenderers must obtain copies at their own cost from the Construction Industry Development Board Pretoria, Tel. (012) 343 7136 or (012) 481 9030, Fax: (012) 343 7153, e-mail: cidb@cidb.org.za.

VOLUME 2

- 1) The relevant sections as described in the **Guideline Scope of Services and Professional Fees (Scope of Services and Professional 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.

- 2) The “**Standard for the Identification of Engineering Work**” (Government Gazette No. 44333 of 26 March 2021,) referred herein as the “**ECSA Standard**”, promulgated by ECSA.
- 3) 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 392 of 2023** as gazetted in Government Gazette No. 48017, 10 February 2023.
- 4) 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.

and

City of Cape Town’s **Example CIDB document for Civil Contracts (SCM 509)**, latest version, obtainable on request from the Employer.

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**. Bidders who obtain documents through any means other than described herein, will not be known to the employer and may thus not receive tender notices and addendums.

It is the responsibility of bidders who obtain documents through any means other than described herein to notify the employer in accordance with C1.4 of these tender conditions that they are participating in the tender. The employer accepts no liability for any tender notices or addendums not reaching any bidders who obtained documents through any means other than described herein.

C1.3 Interpretation

Add the following to C1.3.3.3:

e) **ad hoc nature** with reference to a framework contract means where there are no fixed monthly financial commitments.

f) **alternative service providers** means Alternative Service Providers defined in Part C1.2 Contract Data and means either “Alternative Service Provider 1” or “Alternative Service Provider 2”;

g) **alternative service provider 1** means the second highest ranked eligible (subject to Clause C.1.6.1 (b) and (c) of the Tender Data) Service Provider for a region appointed by the Employer under the Framework Contract to be available to execute Works Projects, for the duration of the Framework Contract Period and then only if the “Winner” declines/refuses a Works Project or unless the Employer considers that the “Winner” does not have capacity or is not performing on existing Works Projects;

h) **alternative service provider 2** means the third highest ranked eligible (subject to Clause C.1.6.1 (b) and (c) of the Tender Data) Service Provider for a region appointed by the Employer under the Framework Contract to be available to execute Works Projects, for the duration of the Framework Contract Period and then only if the “Winner” and “Alternative Service Provider 1” declines/refuses a Works Project or unless the Employer considers that the “Winner” and “Alternative Service Provider 1” do not have the capacity or are not performing on existing Works Projects;

i) **framework contract** means the Framework Contract defined in Part C1.2 Contract Data and further means a contract for construction or engineering works or goods and services, between the City and one or more service providers for the provision of construction or engineering works or goods and 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 project 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 Commencement Date to the End date as defined in Part 1 Contract Data.

k) **repetitive nature** means a contract for services that the City has an obligation to provide on an ongoing basis.

l) **winner** means Winner as defined in Part C1 Contract Data.

m) **winner-takes-all** means the basis on which the highest ranked service provider in a region, “the winner” in terms of the framework tender evaluation, is allocated work on an on-going basis, unless he refuses a work opportunity (or if his Works Project Proposal is not acceptable), in which circumstance, if alternative service providers have been appointed for that region, the service provider with the next highest evaluation points will be offered such work and so on until an alternative service provider accepts;

n) **works project** means the Works Project defined in Part C1.2 Contract Data and further means task(s) to be performed by a service provider under a framework agreement, of which the specific terms, conditions, and scope are specified in a Works Project Brief.

o) **works project agreement** means the agreement signed by the parties confirming the acceptance of the Works Project Proposal together with all other relevant information and recording the Start date, End date and project cost of the Services to be performed and completed within the Works Project. Any subsequent variations to be recorded in a revised agreement.

p) **works project 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.

q) **works project brief** means the document which sets out, amongst other matters, the project description, scope, deliverables, time frames, design criteria and other terms and conditions relevant to the project which is then offered to the Service Provider to consider.

r) **works project proposal** means the proposal/documents submitted by the Service Provider confirming the scope and reflecting the Service provider’s proposed methodology, resources, time frames, deliverables, milestones, costs and all other relevant information to address the Works Project Brief.

C.1.4

Communication and employer’s agent

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

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

The Employer’s contact details are:

Name: SCM Department
Address: City of Cape Town
Civic Centre
12 Hertzog Boulevard
Cape Town 8001
E-mail: SCM.tenders8@capetown.gov.za

C.1.5

Cancellation and Re-Invitation of Tenders

Delete the full stop at the end of C.1.5.1 dd) and replace with,

Add the following after C.1.5.1 d):

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

C1.6

Procurement Procedures

C1.6.1

General

Add the following:

For the purposes of this tender, four (4) regions, each region consisting of two (two) district areas within the City of Cape Town’s Roads Infrastructure Management Department (of the Urban Mobility Directorate) are outlined in the table below.

Region Central	District Blaauwberg	Region East	District Somerset West
	District Cape Town		District Khayelitsha
Region North	District Kraaifontein	Region South	District Athlone
	District Bellville/Parow		District Plumstead

- a) The Employer intends to appoint a “Winner,” an “Alternative Service Provider 1”, and an “Alternative Service Provider 2” to provide professional consulting services for each region.
- b) Tenderers will by default provide rates for **all four (4) regions**.
- c) Tenderers submitting **one (1) team of Key Personnel** may however only be awarded a maximum of:
 - i. one (1) region as a “winner” and one (1) region as an “alternative service provider 1”
 - ii. one (1) region as a “winner” and one (1) region as an “alternative service provider 2”
 - iii. one region as an “alternative service provider 1” and one (1) region as an “alternative service provider 2”
 - iv. two (2) regions as “alternative service provider 1”
 - v. two (2) regions as “alternative service provider 2”
- d) Tenderers submitting **two (2) team of Key Personnel** may however only be awarded a maximum of:
 - i. two (2) regions as a “winner”
 - ii. one (1) region as a “winner” and one (1) region as an “alternative service provider 1”
 - iii. one (1) region as a “winner” and one (1) region as an “alternative service provider 2”
 - iv. one region as an “alternative service provider 1” and one (1) region as an “alternative service provider 2”
 - v. two (2) regions as “alternative service provider 1”
 - vi. two (2) regions as “alternative service provider 2”
- e) Awards will be made in terms of the tender evaluation ranking per region.
- f) The city intends to appoint one tenderer per region (the highest ranked tenderer (“the winner”) and in addition an (“alternative service provider 1”) and an (alternative service provider 2)) for the allocation of work. If insufficient responsive bids are received, the city reserves the right to appoint fewer tenderers or not to appoint any tenderers at all.
- g) The city reserves the right to offer an already successful service provider another region as the winner and another region as an “alternative service provider 1” or “alternative service provider 2” should there remain any region which have not been awarded, **provided the tenderer can prove they have the capacity** to undertake the additional work in the additional region.
- h) Winners and Alternative Service Providers, once appointed and **subject to operational requirements**, provided they can prove they have the capacity to undertake the work will be invited to execute the Works by means of Works Projects issued from a district within a region.

- i) The framework contract period shall be for a period of 84 months from the Commencement Date of the framework contract, as stated in Part C1.2 Contract Data.

In order to be considered for the **award of two regions, two (2) entirely separate teams of Key Personnel** that meet these criteria must be submitted. No individual may be proposed on both teams.

For the purposes of appointment under this Framework Contract, a Tenderer submitting **one (1) team** shall be **eligible** for appointment as **Winner in one (1) region only**. A Tenderer submitting **two (2) entirely separate teams** shall be eligible for appointment as **Winner in a maximum of two (2) regions**. Appointment as an Alternative Service Provider shall not require the submission of an additional team. No individual may be proposed in more than one team.

A Tenderer submitting one (1) team may be appointed as Winner in one (1) region and may be appointed as Alternative Service Provider in one more region. The requirement **for two (2) separate teams** applies only where a Tenderer seeks eligibility for appointment as “**Winner**” in more than one region.

One (1) Team Submitted	
Possible Appointment Outcome	Permitted
Winner + Alternative 1	✓
Winner + Alternative 2	✓
Alternative 1 + Alternative 2	✓
2 x Alternative 1	✓
2 x Alternative 2	✓
Winner + Winner	X

Two (2) Teams Submitted	
Possible Appointment Outcome	Permitted
Winner + Winner	✓
Winner + Alternative 1	✓
Winner + Alternative 2	✓
Alternative 1 + Alternative 2	✓
2 x Alternative 1	✓
2 x Alternative 2	✓

Please refer to C.3.11.3.4 for the manner in which awards would be made.

Service Providers, once appointed and subject to operational requirements, will be invited to execute the Works by means of Works Project Briefs in their region(s) on a “winner-takes-all” basis whereby the work will always be offered and, if accepted, allocated to the highest ranked tenderer (“the winner”) in the framework contract for that region.

C.1.6.2 Competitive negotiation procedure

Add the following to C.1.6.2.1:

A competitive negotiation procedure will not be followed.

C.1.6.3 Proposal procedure using the two-stage system

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

A two-stage system will not be followed.

Add the following after C.1.6.3.2.2

C.1.6.4 Nomination of Standby Supplier

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

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

C.1.6.5.1 Disputes, objections, complaints and queries

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

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

C.1.6.5.2 Appeals

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

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

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

C.1.6.5.4 All requests referring to sub clauses C.1.6.4.1 and C.1.6.4.2 must be submitted in writing to:
The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via fax at: 021 400 5963 or 021 400 5830
Via email at: MSA.Appeals@capetown.gov.za

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

C1.6.5.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).

For purposes of the contract and these Conditions of Tender, the terms "data subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPIA, and "Process" shall have the corresponding meaning.

The Employer, its employees, representatives and sub-contractors may, from time to time, process the tenderer's and/or its employees', representatives' and/or sub-contractors' personal information, for purposes of, and/or relating to, the tender, the contract and these conditions of tender, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the processing of the latter personal information by the Employer's due diligence assurance provider, professional advisors and the Appeal Authority as applicable. The Employer's justification for the processing of such aforesaid personal information is based on section 11(1)(b) of POPIA, i.e., in terms of which the Employer's processing of the said personal information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicable data subject (envisaged in this clause 2.1.6.6 above) is a party.

All requests relating to data protection must be submitted in writing to:

The City Manager - C/o the Information Officer, Corporate Services Directorate
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via fax at: 086 202 9982
Via email at: Popia@capetown.gov.za.

C.1.6.5.7 Compliance to the City's Appeals Policy.

In terms of the City's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals.

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as annexure 'B' (see Schedule 26). Alternatively, via EFT into the City's **NEDBANK** Account: **CITY OF CAPE TOWN** and using Reference number: **198158966**. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as $\frac{1}{2}$ (Administrative cost of the tender appeal) + 0.25%(Appellant's tender price).

Should the payment of the administration fee of R300.00 or the surcharge not be received, such fee or surcharge will be added as a Sundry Tariff to the bidder's municipal account.

In the event where the bidder does not have a Municipal account with the City, the fee or surcharge may be recovered in terms of the City's Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy.

C.1.7 City of Cape Town Supplier Database Registration

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

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

C.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration

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

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

Tenderers 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 aspect with the tender conditions, specifications, pricing instructions and contract conditions.

Add the following after C.2.1.2:

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

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

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

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

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

C.2.1.4.2 **Key Personnel**

In order to be considered for an award in terms of this tender, the tenderer must have the following key personnel in its **permanent** employment at the close of tender. When a proposed candidate for any position is not in the permanent employ of the tenderer but a contracted person, this must be indicated on **Schedule 12, Part T2.2: Returnable Schedules** and a signed letter of consent from the candidate must be submitted with **Schedule 12**.

Unless otherwise indicated below, different individuals must be identified for each of the key personnel listed below and on **Schedule 12**.

a) **Civil Engineer - Project Leader:**

- Must be registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer (PrEng) or Professional Engineering Technologist (Pr Tech Eng).

The Project Leader will ultimately be responsible for all works undertaken on this contract. This will be the same person submitted as **Project Leader for the functionality criteria**.

b) Civil Engineer – “Specialist” Hydraulic Engineering:

- Must be registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer (PrEng) or Professional Engineering Technologist (Pr Tech Eng).

The Civil Engineer shall be the necessary experience in this specialised field and specifically rainfall-runoff-water quality modelling, river (and floodplain) and open channel flow modelling, stormwater network modelling, analysis of river and rainfall data for flood management and stormwater harvesting, hydraulic engineering structures, and Sustainable Urban Drainage Systems (SUDS). This will be the same person submitted as **Civil Engineer – Hydraulic Engineering for the functionality criteria**.

c) Civil Engineer – Township Services Engineering:

- Must be registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer (PrEng) or Professional Engineering Technologist (Pr Tech Eng).

The Civil Engineer shall be the technical expert for any civil engineering services /township services and provide functions relating to design, analysis and tender documentation. This will be the same person submitted as **Civil Engineer – Township Services Engineering for the functionality criteria**.

d) Civil Engineer – “Specialist” Structural Engineering:

- Must be registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer (PrEng) or Professional Engineering Technologist (Pr Tech Eng).

The structural Engineer shall be the technical expert for bridge structures and culverts and provide functions relating to analysis, design and document and construction monitoring of the related structures. This will be the same person submitted as **Civil Engineer – Structural Engineering for the functionality criteria**.

In order to be considered for the **award of two regions, two (2) entirely separate teams of Key Personnel** that meet these criteria must be submitted. No individual may be proposed on both teams.

If **any of the Key Personnel tendered above** are also submitted as **Key Personnel by other tendering entities**, then all tendering entities proposing this same individual **will be declared non-responsive**. This requirement shall apply to all four (4) regions.

C.2.1.4.3 Support resources

Not required for Eligibility but details of the software package that will be used must be indicated on the schedule titled **Schedule 13: Support Resources**, Part C5.2: Returnable Schedules.

C.2.1.4.4 Professional indemnity insurance

Not required for Eligibility but the tenderer shall indicate on the schedule titled **Schedule 14: Professional Indemnity Insurance**, Part C5.2: Returnable Schedules. For details of the professional indemnity insurance held, refer to **Clause 5.4.1** of Part C1, Contract Data.

C.2.1.4.5 Minimum score for functionality

To be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality as stated below.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved for the **Relevant Experience of Key Personnel and Track Record of Tenderer**.

Description of Functionality Criteria	Maximum possible score
Relevant Experience of Key Personnel	50
Track Record of Tenderer	50
Maximum possible score	100

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

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

Tenderers shall ensure that all relevant information has been submitted **at the tender closing date** in the prescribed format (**FULLY COMPLETED Schedule 11 and Schedule 12**) to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed summary explanation of the functionality criteria is given below:

I) Relevant experience of Key Personnel (Maximum = 50 points)

For this tender, four Key Personnel are required.

- a) Civil Engineer - Project Leader
- b) Civil Engineer – Hydraulic Engineering
- c) Civil Engineer – Township Services Engineering
- d) Civil Engineer – Structural Engineering

For **Relevant Experience of Key Personnel**, relevant **Roles and Responsibilities** for each key staff (related to the Key Personnel) must be carefully considered and recorded accurately in the applicable tables in **Schedule 12: Key Personnel**, Part C5.2: Returnable Schedules.

Tenderers **MUST** demonstrate, for **EACH** resource (Key personnel), the relevant **Roles and Responsibilities** to score points. Failure to state this information will result in the key personnel not being considered for scoring.

a) Civil Engineer - Project Leader (Roles and Responsibilities)

The Civil Engineer – **Project Leader** will be the **Employer's primary contact person** for the service provider for the duration of the appointment and will ultimately be responsible for the leadership, coordination and delivery of the Works Project projects. The leader will act as the primary interface between the Employer, service providers, and stakeholders to ensure alignment and completion of projects. The leader oversees the **planning, design, documentation, and construction monitoring across engineering disciplines** and ensures **compliance with regulations**, integration of technical inputs, **and management of risks, quality, and resources**.

Points will be allocated for Years' Post Qualification Experience in relation to the types of projects stipulated in Project Type A.

Civil Engineer - Project Leader		
Minimum Requirement	Relevant Years' Accumulative Experience (Post Qualification)	Max Points
Pr Eng or Pr Tech Eng	1 - 8 Years	8
	9 - 14 Years	12
	≥ 15 Years	15