



**Western Cape
Government**

Transport and Public Works

Invitation to Tender

Tender Number: S174/14

Provision of Professional Services to undertake Urban Planning, Landscape Architecture, Engineering, Environmental and Heritage Studies for the Two Rivers Urban Park (TRUP) Project, Cape Town.

January 2015

SCM Enquiries:

Lennie Thomas

Supply Chain Management

Tel: 021 483 5337

Email: Lennie.Thomas@westerncape.gov.za

TECHNICAL Enquiries:

Francois Joubert

Tel: 021 483 5436

Email: francois.joubert@westerncape.gov.za

Tender Closing Date: 11h00 on 02 March 2015

NOTE: The Form of Offer C1.1 on Page 113 must be completed in full and signed. Non-compliance will render your tender invalid.

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Stage 1: Compliance Verification				
COMPULSORY RETURNABLE TENDER FORMS & DOCUMENTS:	RESPONSIBILITY OF:	PURPOSES REQUIRED FOR:	TO BE PLACED IN ENVELOPE:	FULLY COMPLETED AND INCLUDED IN ENVELOPE?
Covering Letter	Tenderer	Compliance Verification	A	
Tax Clearance A valid tax clearance certificate from SARS for the Tenderer or all firms participating in a Joint Venture for purposes of this bid and all South African firms to be sub-contracted to the Tenderer for this tender. Refer WCBD 2, no 4).	Tenderer JV Partners Sub-contractors	SCM Compliance requirement	A	
Confirmation of WCSD Registration	Tenderer JV Partners	SCM Compliance	A	
Schedule of Required Personnel	All required personnel's information to be included.	Additional Qualifying requirement. Only personnel included on this schedule will be assessed in terms of qualifying criteria.	A	
Certified copies of Professional Qualification. Append to Schedule of Required Personnel.	All required personnel. Please attach in the order that personnel are listed on the schedule.	Compliance Verification	A	
Certified copies of Professional Registration. Append to Schedule of Required Personnel.	All required personnel. Please attach in the order that personnel are listed on the schedule.	Compliance Verification	A	
The Curriculum Vitae. The CVs of each individual must be appended to the Schedule of Required Personnel. (Template for CV provided. All CVs to be provided in this template.)	All required personnel. Please attach in the order that personnel are listed on the schedule.	Compliance Verification	A	
Certified copy of Board Resolution, if applicable. If not applicable, append letter confirming this.	Tenderer	SCM Compliance requirement	A	
A copy of the Joint Venture Agreement (if applicable). Append to Certificate of Authority for the financial administration of the contract for Joint Ventures.	Tenderer	SCM Compliance requirement	A	
Certificate of Authority for the financial administration of the contract for Joint Ventures (if applicable)	Tenderer	SCM Compliance requirement	A	
Schedule of Sub-contracting agreements signed by Tenderer and Sub-Consultants	All	SCM Compliance requirement	A	
Certified copy(s) of Identity Documents [Certified Copy for each individual/member/partner or director as appropriate. No representation is allowed.	All key personnel.	SCM Compliance requirement	A	
WCBD 5: The National Industrial Participation Programme	Tenderer	SCM Compliance requirement	A	
WCBD 7.1: Contract Form Purchase of Goods/Works and Rendering of Services	Tenderer	SCM Compliance requirement	A	
Declaration of Interests	Tenderer	SCM Compliance requirement	A	

Stage 2: Functionality Assessment				
COMPULSORY RETURNABLE TENDER FORMS & DOCUMENTS:	RESPONSIBILITY OF:	PURPOSES REQUIRED FOR:	TO BE PLACED IN ENVELOPE:	FULLY COMPLETED AND INCLUDED IN ENVELOPE?
Schedule of Relevant Experience, Skills & Expertise	For each required personnel. No company profiles will be assessed. No additional company information must be included.	Required for functionality assessment. Only information provided in this schedule will be assessed and not general company profiles.	A	
Proposed Approach & Methodology	Tenderer. Needs to reflect all inputs and integration.	Required for functionality assessment. Scoring will be based on the information provided in this proposal.	A	
Proposed Work Breakdown, Work Programme & Resource Allocation	Tenderer. Needs to reflect all inputs/outputs and integration of inputs/outputs.	Required for functionality assessment. Only information provided in this schedule will be assessed and not general company profiles.	A	
Stage 3: Evaluation of Price & BBBEE status				
WCBD 1: Invitation to Tender Form	Tenderer	SCM Compliance requirement	B	
WCBD 3.3: Pricing Schedule: Professional Services	Tenderer	SCM Compliance requirement & Stage 3 Assessment	B	
WCBD 6.1: Preference Certificate	Tenderer	SCM Compliance requirement & Stage 3 Assessment	B	

FAILURE TO PROVIDE ALL THE DOCUMENTATION LISTED ABOVE AT TIME OF CLOSURE OF THE TENDER WILL RESULT IN YOUR TENDER BEING DISQUALIFIED.

TENDER CONDITIONS

Tender Submission

The **two-envelope system** applies for this tender process. The tender must be submitted as follows:

1. Envelope A: Compliance & Functionality

- Envelope A must be clearly marked “*Compliance & Functionality*” and include the following:
 - The original tender invitation document completed, signed and bounded.
 - The response to the Terms of Reference. One Original (one sided), one bounded and one in PDF formatted saved in a CD, each separated in terms of Compliance and Functionality.
 - Envelope A should not include any price proposal, any indication of professional rates or fees or BBBEE status.

2. Envelope B: Price and BBBEE

- Envelope A must be clearly marked “*Price & BBBEE*” and include the following documents
 - The price of the project and BBBEE status of the tenderer.

Both these envelopes must be clearly marked with the tender reference number and the contact details of the tenderer.

Compulsory Briefing Meeting

A compulsory briefing meeting will be held at the **Department of Transport and Public Works, Supply Chain Management Briefing Room, 9 Dorp Street on 6 February 2015 at 13h00**. The briefing meeting will highlight the requirements for tender submissions and needs to be attended by the Tenderer or an authorised representative. Representatives need to present a written mandate at the meeting. Documents relevant to this project (as listed in subsection 2.1.1.6) will be made available in to the tenderers at the briefing meeting. Tenderers must ensure that their contact details are recorded accurately and legibly on the attendance register.

Preparation of the Tender

1. The Tenderer must be a single legal entity with all other necessary expertise secured via subcontract, or under a Joint Venture arrangement. The DPTW will enter into a single contract with a single firm for the delivery of the work set out in these terms of reference.

2. The Tenderer must be registered with Western Cape Supplier Database at closing of tender in order to be considered for an appointment in terms of this tender.
3. Telegraphic, telephonic, telex, facsimile, e-mail, copied and late tenders will not be accepted.
4. Bid forms must be properly received as per the two envelope system instructions.
5. The BID invitation form (WCBD 1) and the Contract form (WCBD 7.1) must be signed and the name of the Tenderer must be clearly stated.
6. Bid forms must be fully completed, dated and signed in black ink.
7. This bid document must be submitted as is, without removing any pages.
8. All compulsory documentation must be submitted (see Checklist)
9. The Tenderer shall not re-capture the required information (official forms) that forms part of this tender.
10. Tenders submitted by legal entities yet to be formed/registered, will not be considered.
11. Tenderers are advised to insert "N/A" in areas where requested information, condition or instruction does not apply to them.
12. Any amendments made by the Tenderer must be initialled. The use of correcting fluid is prohibited and the use thereof will lead to disqualification of the Tenderer's bid.
13. All documents requiring a signature must be signed as follows: -
 - 13.1. Where the Tenderer is an individual, by that individual; or,
 - 13.2. Where the Tenderer is a partnership, by a duly authorised partner; or,
 - 13.3. Where the tenderer is a company, by a duly authorised director, or,
 - 13.4. Where the Tenderer is a consortium, all consortium members must sign all documents and forms, which require a signature. Unless the Joint Venture has been registered as a separate business entity in its own name with the South African Revenue Service, as well as on Cipro, the applicant must nominate the joint venture partner who will be responsible for the financial administration of the contract.
14. Tenderers are solely responsible for their costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the DTPW, or any of their advisors, be liable for any costs or expenses borne by Tenderers or advisors in this process. Tenderers are required to complete and provide all information required by the DTPW in accordance with the Conditions and the ITT requirements. Failure to comply with the Conditions and the ITT requirements may lead the DTPW to reject a Tender.
15. Specialist Consultants, excluding the Project Manager may be part of more than one team but, if so, may not be part of a Joint Venture of any one team.
16. Tenderers may ask for clarification on these terms of reference or any of its annexures up to **16h00 on 20 February 2015**. Any request for clarification must be submitted in writing. SCM related queries can be e-mailed to the SCM Manager, Mr Lennie Thomas (lennie.thomas@westerncape.gov.za) and technical queries can be submitted by e-mail to the Director: Provincial Regeneration

Programme (francois.joubert@westerncape.gov.za). Copies of questions and answers will be emailed to all firms that attended the briefing session, without revealing the identity of the source of the questions. Tenderers are responsible to ensure contact emails are legible when registering for the tender.

17. The maximum project period is set at 18 months (inclusive of the end of year builder holiday period) and it will therefore be essential to ensure an efficient and focussed planning and design process. Tenders are encouraged to demonstrate if the project can be completed within a shorter time frame.

General Conditions of Tender

1. The Department at its sole discretion reserves the right to interview any of the qualified Tenderers for clarification on any issue pertaining to their respective tender documentation and to further negotiate with the preferred tenderer on any aspect related to the tender. The DTPW reserves the right to request Tenderers to provide additional information or clarification where their responses are judged to be incomplete or clarification is deemed necessary. This may include examples of previous work.
2. A tender may be rejected as non-compliant if the tenderer fails to provide any clarification requested by the DTPW within the time for submission stated in the DTPW's written request for such clarification.
3. It should be noted that the DTWP is not bound to accept the lowest tender or highest point scorer.
4. The onus is on the Tenderer to ensure the completeness of the document and should notify the Department before submission of the document of any discrepancy or omission.
5. Words importing any gender include any other gender and words in the singular include the plural and words in the plural include the singular.
6. The DTPW reserves the right to reject or disqualify a Tenderer where: -
 - 6.1. The Tenderer fails to comply fully with the requirements of this ITT; and/ or
 - 6.2. The Tenderer is guilty of misrepresentation in relation to its Tender and/ or the Tender process, and/ or
 - 6.3. There is a change of identity, control, financial standing or other factor affecting the Tenderer impacting on the selection and/ or evaluation process.
 - 6.4. Tenderers (natural persons or legal persons/ entities) who submit more than one Tender.
7. Short listed Service Providers may be required to make a presentation to the Bid Evaluation Committee on a date determined by the Department.

Validity of Tenders

Tenders shall remain open for acceptance by the Department for a period of **16 (sixteen) weeks** calculated from the date of closure of the tender. The Department, however, maintains the right to negotiate an extension of time

and conditions. The WCG will during this validity period consider all valid tenders received and decide which offer to accept.

Conditions of Contract

A detailed Service Level Agreement (SLA) will be entered into between the Department and the Service Provider (the successful Tenderer) within 14 days after appointment of the Service Provider and/or any time thereafter as agreed upon between same.

General Conditions of Contract

The General Conditions of Contract outlining the rights and obligations of all parties involved in doing business with government. Whenever there is a conflict with the General Conditions of Contract, the provisions of the Special Conditions of Contract (SCC) shall prevail.

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.



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General Conditions of Contract

1. Definitions:

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's' fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty. Sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

- 4. Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5 Use of contract documents and information; inspection.** 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights** 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security** 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding

documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the

requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly

- and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or

omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the inspector with the invoices accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.5 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the

contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all

**Participati
on
Program
me (NIPP)**

**35. Prohibitio
n of
Restrictiv
e
practices**

contracts that are subject to the NIP obligation.

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Special Conditions of Contract

The following Special Conditions of Contract are relevant to this tender and shall supplement (and override where relevant) the General Conditions of Contract:

1. **Termination of or amendment of the Scope of Works**

The DTPW retains the right to, depending on circumstances (including costs and budgets) and at its discretion, to reduce or increase the scope of works, or to exclude any component listed in the scope of works or to terminate the contract at any stage, without adjustments to agreed rates or fees and without payment of any penalty or surcharge in this regard.

2. **Payment**

The Service Provider will submit invoices on the submission of deliverables and/or the satisfactory completion of each deliverable and per the Pricing Schedule (WCBD 3.3). The final payment schedule will be agreed during the project initiation phase and will be reflected in the approved Project Plan. The Service Provider must be registered for electronic funds transfer or must complete a credit order instruction. Bank charges incurred will be for the account of the bidder and not for the Department.

3. **Confidentiality**

The successful bidder(s) shall regard all information in, or in support of the project, as confidential and may not use any information for personal or 3rd party gain. All communication with the media regarding this project (if any) will be conducted through the communication component of the DTPW.

4. **Intellectual Property**

Bidders must note that all drafts, including the final draft of the document and any digital information derived in undertaking the project will be the sole property of the DTPW. The copyright of all documentation and ownership of reports etc. will vest with the DTPW.

5. **Accuracy and quality of work**

The Service Provider is expected to:

- **Render services commensurate with the required high level of skill and expertise and leading professionals in the industry.**
- **Ensure all legislative requirements are met.**
- **All legal processes are adhered to.**

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

responsible for all work carried out by same in terms of this contract. Any errors made by the Service Provider will need to be corrected at the cost of the Service Provider.

Instructions from the DTPW or any of its employees will not release the Service Provider in any way of his/her professional responsibility.

6. DTPW's right to recover costs

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

7. Penalties

The project must be completed within 18 months of the date of appointment. Failure to meet all the final deliverables by the delivery dates will result in a deduction of a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime rate for each day of delay.

TENDER EVALUATION PROCESS

The Tender Evaluation of tenders will be carried out in three stages, namely:

- Stage 1: Compliance Verification**
- Stage 2: Functionality assessment**
- Stage 3: Evaluation of Price & BBBEE status**

Stage 1: Compliance Verification

Compliance criteria applicable to this bid are set out in the **Tender Conditions**. Each of the tender conditions for the preparation of the tender must be complied with. In order to assist the evaluation process, the following is required and failure to adhere to this instruction will disqualify the proposal. Failure to comply with the criteria will disqualify the bid.

- Submission of all the required tender forms.
- Submission of all the required documentation.
- Qualification requirements with regard to local office.
- Qualification requirements with regard to required professional personnel, qualifications, professional registration and number of years' experience.

The Stage 1 compliance check will verify the following:

- Does the proposed multi-disciplinary team(s) include the minimum required personnel (this will be confirmed using the required schedule completed by the tenderer)?;
- Do all the required personnel meet the required qualification criteria?
- Does the supporting certificate verify this?
- Do all the required personnel meet the professional registration criteria?
- Does the supporting registration certificate verify this?
- Do all the required personnel meet the minimum years of experience criteria?
- Do they have the required experience in the field consistent with the role that they have been allocated for in the team?
- Do the supporting documentation verify this?

Only Compliant Tenders will be evaluated in Stage 2.

Stage 2: Functionality Assessment

In addition, Tenderers are required to submit the following in order for *Stage 2: The Functionality Assessment* to be undertaken:

- i) Schedule of Relevant Experience, Skills and Expertise
- ii) Proposed Approach and Methodology
- iii) Proposed Work Programme, Work Breakdown Schedule, Resource Allocation, Milestones and Deliverables.

Failure to comply with these qualifying criteria and/or failure to submit the documentation required for undertaking the functionality assessment will disqualify the bid. The functionality assessment cannot be undertaken without the above proposals and information.

Stage 3: Evaluation of Price and BBBEE Score

During Stage 3, the price and BBBEE score (90/10) will be evaluated. The Tender's Functionality must be acceptable (minimum required for each evaluation category and a total of 70 or higher).

STAGE 1: COMPLIANCE VERIFICATION

1.1 Covering Letter

The Tenderer must include a *Covering Letter*, whereby the following are stated:

- Accepting the rules of bidding, evaluation of bids, and bid evaluation criteria set out in the terms of reference;
- Providing full contact details for the Tenderer;
- Providing the Tenderer's VAT Registration Number (if applicable);
- Confirmation that a valid tax clearance certificate has been attached or is included in the tender submission for the Bidder and all sub-consultants, Joint Venture partners, etc.
- Providing the Tenderer's WCSD Registration Number. In the case of Joint Venture Partnerships the WCSD Registration Number is required for each party to the Joint Venture.
- Confirmation that the Project Manager, Town Planner and Public Participation Practitioner are located in the City of Cape Town municipal area

1.2 Tax Clearance Certificate

Each Tenderer must submit a valid tax clearance certificate. Where the Tenderer is a consortium, all consortium members or Joint Venture partners must submit a valid tax clearance certificate. In addition, all firms or consultants to be sub-contracted to the Tenderer for this assignment must submit a valid tax clearance certificate.

1.3 Confirmation of WCSD Registration

Tenderers to ensure that this requirement is complied with. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

NAME OF COMPANY, CLOSE CORPORATION, PARTNERSHIP or SOLE PROPRIETOR	WCSD VENDOR NUMBER	DULY AUTHORISED SIGNATORY
		Signature: Name: Designation:
		Signature: Name: Designation:

		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

1.4 Schedule of Required Personnel

In order to be considered for an appointment in terms of this tender, the tenderer must have the required personal (as per Table 1) in its permanent employment for the duration of the project. Alternatively, the tenderer needs to have entered into sub-consultant agreements with specialist consultants. These agreements will need to be appended to the compulsory completed and returnable '**Annexure A: Schedule of Required Personnel**'.

1.5 Professional Qualification

Certified copies of professional qualifications of each Team Member must be attached to the Schedule of Required Personnel.

1.6 Professional Registration.

Certified copies of professional registration certificates (where relevant Councils exists) of each individual Team Member must to be attached to the Schedule of Required Personnel.

1.7 Curriculum Vitae

- CVs must be submitted in the required format.
- Only Include CV's for the required personnel as listed in the above table and in the format of the template as per Annexure B. Please attach in the order that personnel are listed on the schedule.
- Do NOT include CVs for support staff.

Please note:

- The tenderer should respond to the requirements listed in Table 1 and insert the details of the required personnel in the Schedule of Required Personnel and attach the supporting documentation and sub-contracting agreements (where applicable).
- Do not include support staff in the Schedule of Required Personnel. Only required personnel will be assessed. Support staff will therefore not be assessed. It is however the responsibility of the tenderer to ensure that project is provided with adequate support capacity.

- Where there are no names next to a required personnel, it will be assumed that the Tenderer does not have that required personnel included in the professional team.
- Only individual professionals will be assessed and not companies or company profiles.
- In order to qualify, the team must include all the required personnel and each team member must meet the minimum requirements in relation to qualification, registration and number of years' experience, as stated in Table 1.
- The Project Manager must Professionally Registered Town Planner and may therefore perform more than one role. Any of the team members may also perform more than one role.
- The required personnel must be registered with their respective related regulatory bodies and have recognised qualifications. Registration with Councils, for those professions where Councils exist, and with Associations or Institutes for those professions where only Associations and/or Institutes exist (e.g. Urban Design Institute of South Africa), is required.

Table 1: Required Personnel, Qualifications and Registration

Required Personnel	Qualification required	Professional Registration required	Required years of experience in the profession relevant to the proposed role in this project, calculated from date of qualification in that specific profession/role.
Project Manager	Town Planning Post-Graduate Degree	Yes	15
Town Planner	Town & Regional Planning Post-Graduate Degree	Yes	7

Required Personnel	Qualification required	Professional Registration required	Required years of experience in the profession relevant to the proposed role in this project, calculated from date of qualification in that specific profession/role.
Public Participation Practitioner	Relevant Degree and/or post-graduate qualification. This task could also be undertaken by the environmental or heritage practitioner	No	7
Urban Designer	Urban Design Post Graduate Degree	Yes	7
Green Technology Specialist	Tertiary qualification on alternative/green technology	No	7
Landscape Architect	Landscape Architecture Degree	Yes	5
Urban Development Economist	Development Economics Degree or Diploma	Yes	5
Civil Engineer Water	Civil Engineering Degree or Diploma Experience in 2D modelling	Yes	7
Civil Engineer Sewerage	Civil Engineering Degree or Diploma	Yes	7
Electrical/Power Engineer	Electrical Engineering Degree or Diploma	Yes	7
Civil Engineer Stormwater	Civil Engineering Degree or Diploma	Yes	7

Required Personnel	Qualification required	Professional Registration required	Required years of experience in the profession relevant to the proposed role in this project, calculated from date of qualification in that specific profession/role.
Transport Planner/ Traffic Engineer	Civil Engineering Degree Additional Transportation Planning qualification preferred.	Yes	7
Environmental Practitioner	Minimum NQS level 6 in Integrated Environmental Management	Yes EAPASA	7
Heritage Practitioner	Relevant Degree and/or post-graduate heritage qualification.	Yes APHP	5

Annexure A: Schedule of Required Personnel

Required Personnel	Name	Qualifications	Registration Number	No of years' experience in the profession / role indicated	Company Name and Physical address and contact details of local office
Project Manager					
Town Planner					
Public Participation Practitioner					
Urban Designer					
Green Technology Specialists					
Landscape Architect					
Urban Development Economist					
Civil Engineer Water					
Civil Engineer Sewer					
Electrical/Power Engineer					
Civil Engineer Stormwater					
Transport Planner/Traffic Engineer					
Environmental Practitioner					
Heritage Practitioner					
Other (specify)					

Date (From – To)	
Client	
Location	
Position in firm or project role	
High level description of duties or responsibilities in position or project team	
Date (From – To)	
Client	
Location	
Position in firm or project role	
High level description of duties or responsibilities in position or project team	

10. References

Name:
Position:
Tel:
E-mail:

Name:
Position:
Tel:
E-mail:

1.8 Certified copy of Board Resolution

If applicable, if not applicable, append letter confirming this.

1.9 Joint Venture Agreement.

A copy of the Joint Venture Agreement (if applicable). Append to Certificate of Authority for the financial administration of the contract for Joint Ventures.

1.10 Certificate of Authority for the financial administration of the contract for Joint Ventures

To be completed by Joint Ventures:

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

NAME OF COMPANY, CLOSE CORPORATION OR PARTNERSHIP	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner:		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

1.11 Sub-contracting agreements

Schedule of Sub-contracting agreements signed by Tenderer and Sub-Consultants

1.12 Identity Documents

Certified copy(s) of Identity Documents [Certified Copy for each individual/member /partner or director as appropriate. No representation is allowed.

1.13 WCBD 5 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
- or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
- or
- (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
- or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Bidding Document (WCBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
 - Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
 - (a) the contractor and the DTI will determine the NIP obligation;
 - (b) the contractor and the DTI will sign the NIP obligation agreement;
 - (c) the contractor will submit a performance guarantee to the DTI;
 - (d) the contractor will submit a business concept for consideration and approval by the DTI;
 - (e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - (f) the contractor will implement the business plans; and

- (g) the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:.....
Name of bidder.....	
Postal address.....	
.....	
Signature.....	Name (in print).....
Date.....	

1.14 WCBD 7.1 Contract Form Purchase of Goods/Works and Rendering of Services

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL TENDERER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL TENDERER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE TENDERER)

1. I hereby undertake to supply all or any of the goods and/or works / rendering of services described in the attached Tendering documents to (name of institution) in accordance with the requirements and specifications stipulated in Tender number **S174/14** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of Tender.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Tendering documents, viz
 - Invitation to Tender;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011; [WCBD 6.1 (a) / (b)]
 - Declaration of Interest; Declaration of Tenderer's past SCM practices and Certificate of Independent Tender Determination [WCBD 4]
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my Tender; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the Tendering documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

- 5. I declare that I have no participation in any collusive practices with any Tenderer or any other person regarding this or any other Tender.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)	WITNESSES 1
CAPACITY	
SIGNATURE	
NAME OF FIRM	
DATE	

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- 1. I..... in my capacity as..... accept your Tender under reference numberdated.....for the supply of goods/works/ services indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

WITNESSES 1.....

OFFICIAL STAMP

--

1.15 DECLARATION OF INTERESTS, BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Procurement (Business Interest of Employees) Act No 8 of 2010, Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the Institution must be registered on the central procurement database on this prescribed form.

3. Definitions

“Bid” includes a price quotation, advertised competitive bid, limited bid or proposal

“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

“business interest” means —

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, and includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“Consortium or Joint Venture” 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;

“employee” means a person employed by the Institution, whether permanently or temporarily, including —

- (a) an employee as contemplated in section 8 of the Public Service Act;
- (b) a person appointed in terms of section 12A of the Public Service Act;
- (c) a person transferred or seconded to the Institution or a provincial public entity in terms of section 15 of the Public Service Act; and
- (d) an educator as defined in the Employment of Educators Act, 1998 (Act 76 of 1998), and includes a member of the board or other controlling body of a provincial public entity;

“entity” means any —

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province

“Family member” means a person's —

- (a) spouse; or
- (b) child, parent, brother or sister, whether such a relationship results from birth, marriage or adoption;

“intermediary” means a person through whom an interest is acquired, and includes—

- (a) a person to whom is granted or from whom is received a general power of attorney; and
- (b) a representative or agent;

“Institution” means —

Western Cape Government

“Provincial Government Western Cape (PGWC)” means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

“RWOPS” means — Remunerative Work Outside the Public Service

“spouse” means a person's —

- (a) partner in marriage;

- (b) partner in a customary union according to indigenous law; or
 - (c) partner in a relationship in which the parties live together in a manner resembling a marital partnership or customary union;
4. Any legal person, including persons employed by the Institution, or their family members, 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 employed by the PG, or to their family member, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution; and/or
 5. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
 6. 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). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
 7. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
 8. 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.

SECTION A: DETAILS OF THE ENTITY

A1.	<i>Name of the Entity</i>	
A2.	<i>Entity registration Number (where applicable)</i>	
A3.	<i>Entity Type</i>	
A4.	<i>Tax Reference Number</i>	

TABLE A

FULL NAME	DESIGNATION <i>(Where a director is a shareholder, both should be confirmed.)</i>	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

To disclose relationships between the bidding entity and persons listed in Table A

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SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance with the Institution.

C1. Did the entity conduct business with the Institution in the last twelve months?

NO	YES
----	-----

(If yes complete Table C)

C2. Table C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT / ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

C3.

Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?

NO	YES
----	-----

C4.

Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?

NO	YES
----	-----

(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.)

C5.

If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?

NO	YES
----	-----

C6.

Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South

Africa)?

NO	YES
----	-----

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

The form should be signed by a duly authorised representative of the entity before a commissioner of oaths.

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I understand the content of the document;
- iii. the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be 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 the Institution.
- iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

DULY AUTHORISED REPRESENTATIVE'S
SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

1.1 Do you know and understand the contents of the declaration?

ANSWER:

1.2 Do you have any objection to taking the prescribed oath?

ANSWER:

1.3 Do you consider the prescribed oath to be binding on your conscience?

ANSWER:

1.4 Do you want to make an affirmation?

ANSWER:

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed before me and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....

SIGNATURE

FULL NAMES

Commissioner of Oaths

Designation (rank)ex officio: Republic of South Africa

Date:Place

Business Address:

STAGE 2: FUNCTIONALITY ASSESSMENT

Glossary of Terms

CCRP	Central City Regeneration Programme
CoCT	City of Cape Town
CHEC	Cape Higher Education Consortium
Client	Western Cape Department of Transport and Public Works and City of Cape Town
DEDAT	Department of Economic Development and Tourism
EMS	Emergency Medical Services
NHLS	National Health Laboratory Services
Service Provider/ Consulting Team	Successful Tenderer
Tenderer	Each party who submits a tender in response to this invitation to tender.
TRUP	The Two Rivers Urban Park
TRUP Contextual Framework	Two Rivers Urban Park Contextual Framework and Phase 1 Environmental Management Plan (CoCT, Aug 2003)
TRUP Urban Design Concept	Two Rivers Urban Park Local Area Sustainable Neighbourhood, High Level Development and Urban Design Concept (WCG. 2012).
TRUP Engineering Assessment and Guidelines	The TRUP High Level Bulk Infrastructure Assessment. (GIBB. March 2012). The TRUPP Engineering Guidelines Report (GIBB. Aug 2013).
WCDTPW	Western Cape Department of Transport and Public Works
WCG	Western Cape Government
WCGRP	Western Cape Government Regeneration Programme

2.1 Terms of Reference and Evaluation Criteria

2.1.1 Introduction

This tender aims to procure the services of a suitably qualified and experienced Multi-disciplinary team of built environment professionals to undertake urban planning, landscape architecture, engineering, environmental and heritage studies for the Two Rivers Urban Park (TRUP), situated in the City of Cape Town's (CoCT's) Table Bay District. The Two Rivers Urban Park (TRUP) Programme is a partnership initiative between the CoCT and the Western Cape Government (WCG). The intention is to enhance the area's natural and cultural resources and develop TRUP for residential, commercial, institutional, manufacturing and recreational activities, aimed at generating a wide range of housing, recreation, business and employment opportunities. An important objective of this tender is to obtain planning (development rights), transportation as well as environmental and heritage authorisation for the planning areas identified in this TOR. This document aims to equip Tenderers with sufficient information in order to respond to this request for professional services. The terms of reference, includes the background to the programme, the scope of work, work streams, deliverables, requirements for tendering well as standard tender information and forms to be completed.

2.1.1.1 Western Cape Government Vision and Regeneration Programme

The Vision of the Western Cape Government, Department of Transport and Public Works (WCDTPW) is *to create an open opportunity society for all so that people can live lives they value*. The WCDTPW's Mission Statement is *to develop and maintain appropriate infrastructure and related services for sustainable economic development*. The WCDTPW, consistent with its vision, wishes to unlock the latent value in its surplus and/or underutilised land portfolio and leverage its land assets through partnering with the other public sector entities as well as with the private sector.

The *Western Cape Government Regeneration Programme (WCGRP)* was initiated by the WCDTPW as a strategic programme to assist the department with achieving its vision, mission statement and strategic objectives. The WCGRP aims to promote the concept of urban renewal within a framework aimed at producing developments that are socially, economically and environmentally sustainable. The Cape Town Central City Regeneration Programme Strategic Framework, (August 2010) forms part of the WCGRP and has the following objectives:

- Unlock Cape Town's potential to become a city that serves the needs of all its citizens;

- Leverage private sector investment, capacity and expertise;
- Improve underperforming properties; refurbish and achieve savings in the operation and maintenance of its properties; and
- Generate an income stream to finance provincial property development and maintenance.

The WCGRP aims to achieve specific Strategic Objectives and these include:

- Reinforcing the vision of transit-oriented development;
- Providing access to green and vibrant public spaces within walking distance of all residential buildings; and
- Developing exemplary social facilities for all age groups and cultural persuasions.

2.1.1.2 Two Rivers Urban Park

The Two Rivers Urban Park (TRUP) is located approximately 5km from the City CBD, at the intersection of the N2, M5 and N1 freeways and at the confluence of the Black- and Liesbeek Rivers. The Two Rivers Urban Park is approximately 300ha in extent and includes WCG owned properties such as Alexandra Psychiatric Hospital; Valkenberg Psychiatric Hospital and Oude Molen. CoCT-owned properties include Maitland Garden Village, the Maitland Abattoir Site, Diesel Road and land within the Black and Liesbeek river floodplain corridors. Transnet owns the River Club, while privately owned land is located mainly in the Ndabeni Triangle. The South African Astronomical Observatory is also located in TRUP. The area is served by the Southern and Cape Flats railway lines and has access to least five stations (See Figure 1).

Figure 1. Two Rivers Urban Park



2.1.1.3 The Two Rivers Urban Park Programme

The TRUP Programme embodies a collaborative partnership between the Western Cape Government (WCG) and the City of Cape Town (CoCT) and is jointly managed by the WCDTPW Regeneration Programme and the CoCT's Development Facilitation Unit (DFU). This partnership includes engaging with entities such as the Cape Higher Education Consortium (CHEC) who represents the four Universities in the Cape Town Metropolitan area. The WCGDTP has established a formal relationship with CHEC through signing a Memorandum of Understanding (MOU) and followed by their appointment. This engagement is intent to:

- Generate research that has relevance to the TRUP Programme;
- Use the TRUP Programme as a community engagement, teaching and learning resource; and
- Use the university academic programmes to assist in developing solutions to problems encountered in the TRUP Programme.

The appointed Multi-Disciplinary Team will be required to consider include, where appropriate, the findings of relevant research undertaken by CHEC during the duration of the TRUP Project. The private sector and broader Cape Town community are also regarded as important role players in building this collective partnership.

2.1.1.4 Package of Plans Approach

Planning and Research for the TRUP Project occurs within the framework provided by the 'Package of Plans' approach as set out in the **City of Cape Town Zoning Scheme Regulations. Part IV, Chapter 18 General Provisions (November, 2012)**.

The general purpose of a package of plans is to provide for a mechanism to plan and manage the development of large or strategic urban development areas. It is a phased process of negotiation, planning and approvals, whereby increasing levels of planning detail are approved together with conditions for such approvals (18.11.1).

Components of the 'package of plans' include the following:

- Contextual Framework,
- Development Framework,
- Precinct Plans,
- Subdivision Plans,
- Development Plans, and
- Building Plans.

The 'package of plans' approach allows the approval of bulk development rights by the CoCT, against agreements with the Heads of Departments for the required utility and transportation service. This approach is unique in that a 'basket of land use rights' is approved by the CoCT in relation to the capacity of the utility and transportation services. Precincts prioritised for development can be re-zoned to sub-divisional areas with zonings allocated once projects are identified for specific sites within the ambit of the agreed development rights. Traditional 'blue print' master planning is not appropriate for the TRUP Project due to uncertainty regarding changing market demands and investments opportunities. The 'package of plans' approach was successfully implemented at the V&A Waterfront and Century City developments in Cape Town. The intention is for this hierarchy of plans to guide future public and private investment and development in the TRUP. This is a fundamental departure from an approach aimed at preparing 'blueprint plans' and intends rather to establish an enabling and flexible framework to guide development in the TRUP. Research and analysis activities for the TRUP should be guided by principles of achieving effective integration of planning, landscape

architecture, economic, environmental and heritage processes, including combining public participation and approval processes.

2.1.1.5 Scope of Work

The Scope of Work for this tender focuses on the following five activity areas:

- Preparing analysis and planning studies;
- Enabling work for specific projects within TRUP;
- Obtaining the required authorisations and approvals;
- Facilitating public participation and engagement process; and
- Project management and administration.

Deliverables are required in terms of the following:

1. TRUP Context
 - 1.1. Specialist Study: Pre-Colonial Study and Updated Heritage Study
 - 1.2. Specialist Study: Modelling of Flood Mitigation Options on the Salt River
 - 1.3. Review of TRUP Contextual Framework.
2. TRUP Development Framework
 - 2.1. Draft TRUP Development Framework
 - 2.2. Specialist Study: Watercourse Management and Creating a Docking/Waterfront Feature
 - 2.3. Specialist Study: Engineering Service Model
 - 2.4. Specialist Study: Market Potential Analysis
 - 2.5. Specialist Studies: Environmental, Heritage and Traffic Impact Assessments
 - 2.6. Heads of Agreement
 - 2.7. Final Two Rivers Urban Park Development Framework
3. Two Rivers Urban Park Precinct Plans
 - 3.1. Oude Molen Precinct Plan
 - 3.2. Alexandra Precinct Plan
 - 3.3. Ndabeni Precinct Plan
 - 3.4. Two Rivers Urban Park Green Corridor Plan
4. Site Development Plans
 - 4.1. Site Development Plan 1: SKA Priority Release Area 1
 - 4.2. Site Development Plan: CHTP Priority Release Area 2
 - 4.3. Site Development Plan: Maitland Abattoir Priority Release Area 3

2.1.1.6 Planning and Research Work completed

A significant amount of research and planning work have been undertaken and completed for TRUP. Tenderers should study the available documentation and take

these into consideration when responding to the scope of work, in particular with regards to professional fees and other cost estimates. The listed reports will be made available in digital format to the tenderers. Research and planning studies completed for the study area include the following:

- *The Table Bay District Spatial Development Plan and Environmental Management Framework Technical Report* (CoCT. 2013) (the **Table Bay District SDP**). The *Table Bay District SDP* was approved by the CoCT and considers TRUP as a significant environmental and heritage asset and a special destination place.
- *The Two River Urban Park Contextual Framework and Phase 1 Environmental Management Plan. Final Report* (CoCT. Aug 2003)(the **TRUP Contextual Framework**) was approved by the CoCT and included the following specialist studies:
 - *Two Rivers Urban Park Baseline Heritage Study* (Aikman Associates. May 2002).
 - *Two Rivers Urban Park Traffic Impact Assessment* (CoCT, December 2001).
 - *Avifauna and Flora Study* (City of Cape Town. undated).

The *TRUP Contextual Framework* provides a framework for the environmental management of the area at the confluence of the Black- and Liesbeek Rivers. Other heritage studies that have relevance for TRUP are listed in Annexure 9.2 of the *Two Rivers Urban Park Local Area Sustainable Neighbourhood, High Level Development and Urban Design Concept* report (WCG, 2012). The **TRUP Contextual Framework** concluded that significant investment in utility and road transport infrastructure would be required for further developments in TRUP. This includes the need to increase the capacity of the surrounding road, sewerage and water supply networks.

- *Two Rivers Urban Park Local Area Sustainable Neighbourhood, High Level Development and Urban Design Concept* (WCG. 2012) (the **TRUP Urban Design Concept**). The **TRUP Urban Design Concept** included a vision for the area, urban design framework, assessment of development potential and proposals for the Oude Molen and Alexandra Precincts. The purpose of the TRUP Urban Design Concept was to secure high-level support for the initiative and, communicate key ideas and proposals.
- *The TRUP High Level Bulk Infrastructure Assessment* (GIBB. March 2012). *The TRUP Engineering Guidelines Report* (GIBB. Aug 2013). The **TRUP Engineering Assessment and Guidelines** assessed the capacity of existing bulk utility services (i.e. the provision of water and electricity and the disposal of sewage

and storm water) and transportation services for the study area. The *TRUP Engineering assessment and Guidelines* concluded that if the development proposals as identified in the *TRUP Urban Design Concept* are pursued, the capacity shortfalls would be substantial. The road network, in particular, cannot sustain an increase in traffic. Both the *TRUP Contextual Framework* and *TRUP Urban Design Concept* resolved that it would not be possible to recover the anticipated substantial costs associated without upgrading the required bulk infrastructure through the TRUP Programme, if conventional engineering approaches are used.

- Regeneration: TRUP/Valkenberg Revitalisation Project. Final Draft (Lucien le Grange, Architects and Urban Planners, May 2013).
- The following policy documents exist to guide the management of rivers and stormwater in the City of Cape Town and these have relevance for the TRUP:
 - *Floodplain and River Corridor Management Policy (CoCT.2009)*
 - *Management of Urban Storm Water Impact Policy (CoCT.2009)*

2.1.2 Update of TRUP CONTEXT and Specialist Studies

A number of specialist studies and an update of the TRUP context are required and should include the following:

- Specialist Study: Pre-Colonial and Updated Heritage study
- Specialist Study: Modelling of Flood Mitigation Options on the Salt River
- Review of TRUP Contextual Framework

These studies should be informed by all previous and relevant work completed (for both inside and outside the TRUP area) as identified in subsection 1.6 above. The outcome of the specialist studies and contextual reviews as well as the preparation of the TRUP Development Framework will determine if an update of the *Two River Urban Park Contextual Framework and Phase 1 Environmental Management Plan*. Final Report (CoCT. Aug 2003) will be required.

2.1.2.1 Specialist Study: Pre-Colonial Study and Updated Heritage Study

The confluence of the Black-and Liesbeek Rivers is believed to be one of the earliest sites of human settlement in the Cape during the pre-colonial and colonial periods and has therefore significant heritage value. A specialist study is required of the pre-colonial period, including the hunter-gatherer, pastoralists and other activities of archaeological importance. This must be evidence-based research that considers the cultural and historic significance and relevance of the Liesbeek- and Black river

courses for indigenous communities. The research should include areas of occupation as well as production, trade, cultural and religious practices. This specialist study should take into consideration the findings of all previous baseline heritage studies completed for TRUP. This should include an historical overview of more recent land uses in the area such as agricultural and milling activities windmills, the construction of the Black River for stormwater management, the development of psychiatric hospital facilities, the SA Astronomy as well as other related activities. Oral history of the area should be included, where this information is available. The findings of the pre-colonial study should be incorporated in an updated Heritage Study that reflects the findings of all heritage work completed for TRUP and include recommendations for sites that can be considered for heritage and cultural remembrance and celebration.

2.1.2.2 Specialist Study: Modelling of Flood Mitigation Options on the Salt River

Background

The CoCT has recently modelled the entire Salt River catchment using 1D PCSWMM and HEC-RAS software. Experience and the models show that the lower Salt River is subject to severe flooding during storm events. The aim of this specialist study is to prepare a 2D model of the flooding of the area and to propose and model various interventions aimed at reducing flooding.

Study Area

The spatial extent of the study area is limited to the area shown in Figure 2 below, being the lower Salt River from just west of Vanguard Road where it crosses the N2, to the mouth of the river and north to the outlet of Zoarvlei. The study area also includes the Liesbeeck River from the Liesbeek Parkway crossing to the junction with the Salt River and the other canals included in Figure 2. The Service Provider is to ensure that the 2D model covers the entire floodplain study area for each scenario modelled.

Figure 2: Extent of Flood Modelling Assessment Area

Study Objectives

The outputs of this study are expected to illustrate the success of various interventions in reducing flooding of the lower Salt River. The Service Provider will expand on the existing 1D Catchment wide master plan (SWMP) model by modelling flooding in the study area in two dimensions. It is envisaged that the Service Provider will use the outputs of earlier models as input into their own 2D model or they may choose to expand the existing model by adding a 2D component in the area of interest. Once the new model has been set up and calibrated, the Service Provider will make adjustments to the model to mimic various interventions aimed at reducing flooding of the catchment. The completed models will be a deliverable.

Task 1: Set up Model

The Service Provider will collect all relevant data and models (from the Co CT) and develop the 2D PCSWMM model in the area of interest. The Service Provider is expected to check the model, which will include, amongst others, checking conduit size and material and various levels. The Service Provider is expected to confirm that bridge opening data is correct and to conduct surveys to confirm these. Similarly, some conduit cross-section and invert survey will be required. Like the master plan model, the 2D model will only model the bulk stormwater drainage system preliminarily defined as follows:

- Ponds for the attenuation and/or treatment of stormwater including the entire downstream connector infrastructure;
- Open watercourses whether constructed or natural, channel and pipe systems draining sub- catchment areas between 1-5km²;
- Any associated overland flow route along roadways, open spaces, etc. Depressed areas that can act as ponds must also be modelled; and
- Pumping stations and associated pressure mains draining public streets/areas.

Where network attribute data is conflicting or deemed unreliable or not available, it is to be augmented through a combination of rule-based assumptions, extraction of data from as-built or record plans and where absolutely necessary physical surveys. The consultant is also expected to liaise with district and operational staff to verify assumptions made regarding the location and size of infrastructure, historical flood prone areas and areas of concern.

All attribute data stored in the geo-database and utilised for modelling purposes must be accompanied by meta-data indicating the nature and extent of any assumptions made. Simulation of the functioning of the stormwater drainage systems must be undertaken for the 10, 20, 50 and 100 year recurrence interval (RI) storms as well as formal and informal water ponding areas associated with the bulk drainage system.

Calibration utilising recorded rainfall and stream flow data for at least two significant historical events is required (where available). This will entail identification and extraction of applicable hydrological data records and observational data on previous flood extents. For this purpose, available rainfall and flow data will be provided at commencement of the study. Sensitivity analysis for each of the model parameters must be undertaken and considered in the calibration process. Flows

obtained through the model simulation process should be compared with previous studies where available.

Towards the end of this stage the Service Provider will meet with the Client in order to discuss issues with the model and to agree on flood mitigation measures to be modelled in Task 2.

Task 2: Model Flood Mitigation Measures

A model of sufficient detail is required to simulate response of the bulk drainage system for a range of climatic and development scenarios. The climatic scenarios are the current rainfall and future rainfall (taking climate change into account) and should account for sea level rise. Future design rainfall and sea levels will be provided by the Client.

The first development scenario is the future scenario, which is based on the zonings and land use plans of the CoCT's Spatial Development Framework (CTSDF) and District spatial plans together with known development plans. These scenarios have already been defined and simulated in the SWMP model project. Information for these scenarios will be provided during the execution of the study.

The Service Provider will be required to propose, agree and model further development scenarios, in the area of interest, as well as flood mitigation interventions. These will be proposed in a report due at the end of Task 1. The Client and the Service Provider will agree on combinations of interventions to be modelled. This should include the development proposals emanating from the TRUP work as set out in this tender. It is envisaged that no more than ten (10) separate modelling runs will be required. Results of these simulations will be discussed with the Client and refinements agreed upon. It is envisaged that no fewer than ten (10) further iterations will be required to come up with the three best practical solutions.

The "best" solutions will be those that give the greatest reduction in flooded area without impacting negatively on the upstream catchment or incurring exorbitant costs. Although costing of the proposed interventions is not required, the consultant is expected to rate the solutions by estimated cost.

Figure 3. Required Modelling Runs

Modelling	Purpose	Rainfall event Return Interval in years (RI)	Input for model calibration (Where data is available)
Set up and Calibrate	Floodline determination - present conditions	10,20,50,100 (No climate change factor)	Compare against observed flood levels for storms of known RI. Compare conduit flow rates with other models
Model Creative Flood Reduction Interventions	Possible Flooded area reduction for planning purposes	10,20,50,100 (including climate change factor)	N/A

Important Study Guidelines

- i.) This specialist study should not be seen as a separate analysis and must be integrated into the planning, urban design, landscape architecture, engineering, etc. work for the TRUP Contextual Framework and TRUP Development Framework.
- ii.) This work should be seen as a catalyst for the planning of the TRUP and surrounding area, focussing not only on identifying flood mitigation measures but also enhancing the residing, recreational and amenity use of the area for the broader Cape Town community.
- iii.) The process of searching for appropriate options should be iterative and innovative, aimed at generating creative solutions that are fully integrated with the design proposals for TRUP.
- iv.) The options and ideas considered should be bold and include, for example, improving the river ecology and functioning; utilising the flood plains and river for sport/recreation; dredging and reclaiming land for construction purposes – that may lead to enlarging the construction area and improve profitably of the project; utilisation of a water body that may be created in the process (see subsection 3.2); sluices and flood gates; the introduction of water features; the identification of a suitable site for a “memory park”; the location of bridges, positioning solar towers, windmills and other structures; using the river as a “connection” (green connection, transport connection) of the TRUP with activities upstream and downstream of the river; water purification and quality; opening it up to the sea etc.

- v.) The entire project team and client body will contribute to the identification of the “what if’s”. The process should be structured around a series of workshops or another suitable process in order to generate ideas and find solutions.
- vi.) The feasibility analysis and options should include understanding of the implications
- vii.) The 2D model should be delivered in the specified format, with intellectual and copyrights retained by the CoCT and the WCG.
- viii.) Conclusions and firm recommendations are required, with at least some indication of costs as well as legal, planning, zoning, ownership, etc. implications and importantly, matters/implications/ required steps/ way forward arising from these proposals.

To be provided by the Client

The following will be provided by the Client at the project initiation:

- i.) LiDAR survey of the study area
- ii.) Arial Photography of the study area
- iii.) Existing 1D PCSWMM model of the greater Salt River Catchment
- iv.) Previous reports on the Hydrology and Hydraulics of the Salt River Catchment
- v.) Design rainfall figures
- vi.) Table Bay sea level rise estimates
- vii.) Land use plans

Deliverables

The following deliverables are expected:

1. Task1 Report. Includes description of model, difficulties experienced, assumptions made and proposed scenarios for Task 2 modelling
2. Survey of bridge crossings and stream centrelines
3. Report volumes covering the findings of the project
4. Flood line drawings for each Task 2 Scenario
5. Final Report covering the modelling methodology, all assumptions made, and comparisons of the Task 2 Scenarios modelled with conclusions as to their practicality and suitability
6. Electronic copies of all of the above including all modelling and GIS data

All reports should be submitted as drafts for Client comment before finalisation

2.1.2.3 Review of TRUP Contextual Framework

This review and update of developments, challenges and opportunities impacting on Two Rivers Urban Park context is required and should include, but not necessary be limited to the following:

Update of Surrounding Developments

An update of the status quo of other large land parcels and developments within a 5km radius of TRUP is required. This should include the Mowbray Golf Course, the Athlone Power Station Site and the River Club, amongst other developments. This analysis should consider the possible inclusion of these and other developments in the TRUP Programme in terms of their relevance and possible impact. The analysis should include aspects such as ownership, approved rights and proposals as well as the identification of projects that could support the vision for the TRUP Programme. Possible areas for collaboration and partnerships, involving the public, private and community role players, in the search for innovative and creative uses for the TRUP landholdings and rivers, should be identified.

Challenges and Opportunities

TRUP is strategically located and well endowed with natural resources. However, these areas are characterised by the following significant development constraints:

- *Heritage Assets not Recognised:* The heritage and cultural significance of this area has not been reflected in contemporary land uses and should therefore be incorporated in the future development and management of TRUP.
- *Need for Flood Mitigation Measures:* The lower Salt River is subject to severe flooding during storm events and this requires the need to model various interventions aimed at reducing flooding.
- *Lack of spatial integration.* The movement linkages and associated land use activities are separated due to physical boundaries such as the freeways, railway lines and rivers as well as past restrictive zoning practices. However, the physical features, such as the rivers and associated open spaces as well as the transportation infrastructure, are significant assets and offers opportunity for high levels of connectivity.
- *Existing space expansive health related institutions.* The psychiatric hospital institutions occupy large area in the short to medium term and this adds complexity to the development of TRUP in a holistic and phased manner, as do the private landowners with development intentions. However, most of the land in TRUP remains in public ownership.

- *Inappropriate land use density and mix.* Although TRUP has a strategic location in the city, the current mainly mono-functional and low-density land-use activities do not optimise on this advantage. However, the changing needs of the existing space extensive institutional and related activities have created new opportunities for redevelopment.
- *Insufficient bulk services for conventional development.* This includes the disposal of sewage, provision of power, water and transport facilities for the area. However, these challenges provide the opportunity for more sustainable development, through the application of alternative, innovative and holistic approaches, methods and designs.
- *Polluted and denuded river courses.* These limit the amenity value of the river and associated public open spaces, as well as their role in attracting further investment to the area. However, the opportunity exists to re-establish the river and associated wetlands and floodplains as high value recreational areas in the city.

A comprehensive evaluation and assessment dealing with the development challenges and opportunities for TRUP is required.

Review of TRUP Contextual Framework

The outcome of the specialist studies and contextual reviews as well as the preparation of the TRUP Development Framework (next planning stage) will determine if an update of the *Two River Urban Park Contextual Framework and Phase 1 Environmental Management Plan*. Final Report (CoCT. Aug 2003) will be required. The consultant will be required to prepare the updated TRUP Contextual Framework report and secure approval by the TRUP Steering Committee (see sub-section 2.1.8. Significant land holdings (e.g. hospitals) have become available for development in TRUP since the TRUP Contextual Framework was prepared in 2003 and an update is mostly likely required. The process of formal approval of an updated TRUP Contextual Framework (if required) will be undertaken by the CoCT and does not form part of this tender.

2.1.2.4 Deliverables

Deliverables for this work component should include the following:

- Specialist Study: Pre-Colonial and Updated Heritage study.
- Specialist Study: Modelling of Flood Mitigation Options on the Salt River.
- Review and update (if required) of TRUP Contextual Framework.

2.1.3. Two Rivers Urban Park Development Framework

This component of the terms of reference requires the preparation of the Two Rivers Urban Park Development Framework.

A development framework identifies overall policy, broad goals, and principles for development within the development. The development framework identifies the range of uses, general spatial distribution of uses, major transport and pedestrian linkages, infrastructure and any limits within the development, including but not limited to density and floor space (CoCT, Zoning Scheme Regulations, 18.11.13)

The process of preparing the Two River Urban Park Development Framework (TRUP DF) should be framed in terms of the following:

- The vision and proposals for the TRUP area as reflected in the Table Bay District SDP, the TRUP Contextual Framework as well as the TRUP Urban Design Concept, should be regarded as points of departure.
- Providing a convincing case for alternative, 'off the grid' engineering and transport infrastructure and services in order to ensure that the high density, mixed-use development advocated with the TRUP Urban Design report, becomes viable.
- Ensuring that the TRUP DF includes goals, principles, design concepts, guidelines and proposed land uses that are spatially indicated and that the framework conforms to the CoCT's Zoning Scheme Regulations (section 18.11)

The TRUP Development Framework area consists of the following Precincts (See Fig 1) with different, but reinforcing functional roles:

- *River Club and SA Astronomical Observatory:* Land within this precinct is owned by Transnet and the Western Cape Government.
- *Valkenberg West Precinct:* The Department of Health is in the process of upgrading this psychiatric facility. The Development Framework should consider possible future intensification of urban activities within this precinct at a conceptual level.
- *Alexandra Precinct:* This precinct is owned by the WCG and has the Alexandra Psychiatric Hospital as the anchor tenant.
- *Maitland Garden Village Precinct:* This includes the local residential neighbourhood and its associated public facilities and amenities. Measures must be considered to increase the quality of the physical environment and

increase the connection and integration with the surrounding TRUP environment.

- *Oude Molen Precinct*: This precinct is owned by the WCG and is currently occupied by a wide range of uses located in the old hospital buildings, and includes private residents, lodges, restaurants, private schools, etc. This entire precinct is subject to redevelopment.
- *Ndabeni Precinct*: This includes the Industrial area with significant development opportunities on CoCT owned land holdings such as the Maitland Abattoir, Emergency Medical Services (EMS) and Diesel Road sites as well as privately owned land. These areas are potentially available for (re) development.
- *Liesbeek and Black River Green Corridors*: Land within the river corridor is largely owned by the CoCT and includes the floodplains and wetlands.

Please note, the precinct boundaries are indicative. This implies that land use linkages and connections should be retained and encouraged, for example open space and movement networks.

Vision Informants

The Vision for TRUP should be reviewed and updated as a key component of Development Framework process. TRUP's location at the confluence of the Liesbeek- and the Black rivers, associated floodplains and wetland, magnificent views of Devil's Peak and the Table Mountain range and its essential rural and recreational character, enhance its unique sense of place. The area is believed to be one of the earliest sites of human settlement and agriculture in the Cape during the pre-colonial and colonial periods and therefore has significant heritage value. The more recent land uses in the area are predominantly space extensive medical, astronomy and recreational activities. The changing patterns of development in the city have highlighted the strategic importance of this land holds for redevelopment and intensification.

The design philosophy for TRUP is based on sustainability and innovation. The challenges associated with developing the area have resulted in radically different thinking towards resource efficiency and sustainability. The intention is to enhance the area's natural and cultural resources and develop TRUP for residential, commercial, institutional, manufacturing and recreational activities, aimed at generating a wide range of housing and tenure typologies; employment opportunities as well as business and leisure activities. Significant emphasis is placed on creating an environment that is compact, high density, mixed land use (including

at a building level), walk-able and public transit-oriented, with a prioritised public realm, guided by the interlinked concepts of 'live – work – play'.

This TRUP vision is consistent with the CoCT's 'Smart Living Handbook'; Spatial Development Framework (SDF); Comprehensive Integrated Transport Plan (CITP) and Transit Oriented Development (TOD) strategy. Of critical importance is to ensure that all future developments can be provided with the required utility and transportation services, given the insufficient bulk engineering services available for conventional developments. This could include determining the extent of allowable development with the constraints of existing services and identifying the extent to which new developments can occur 'off the grid', in particular through alternative green technologies.

Development of TRUP therefore provides a unique opportunity for collaborative and innovative city building and the demonstration of an alternative to the prevailing tendency of un-sustainable development. Although a wide range of planning and research work have been completed for the TRUP area, significant gaps still exist, hence the need for additional specialist studies and research. A number of public and private initiated projects are proposed for TRUP and this underscores the urgency for the planning and research work to be undertaken.

The vision identified for TRUP should be guided by the review of the TRUP Contextual Framework (and update, if required) and further elaborated upon. The role of the site in achieving the TRUP vision should be discussed, clarified and updated through engagement with relevant role players.

2.1.3.1 Draft TRUP Development Framework

The following work is required to prepare the **Two Rivers Urban Park Development Framework**:

- Status Quo Analysis
 - Detailed analysis of the environmental assets, opportunities and constraints, including geology, flora, fauna, river, aquatic and other ecosystems.
 - Land ownership and title deed restrictions, cadastral boundaries and subdivisions.
 - All on-site activities, including existing land uses and buildings.
 - Evaluation of on-site heritage assets, opportunities and constraints, dealing comprehensively with the pre-colonial and post-colonial period and incorporating all previous work undertaken. This should include conclusions

and recommendations that have direct relevance for the TRUP Development Framework.

- Evaluation of the outcomes of the previous work completed for TRUP, which included an analysis of the engineering services, such as the identification, mapping, analysis and assessment of the bulk supply/treatment reticulation network and capacity of water, electricity and the disposal of waste, sewage and storm water. Areas of risk as well as opportunity in terms of spare capacity should be identified, as well as future plans to increase capacities.
- Assessment of the transportation network (road and rail) that has relevance for the TRUP, building on previous work undertaken.
- Vision and Principles
 - The vision and development principles for the TRUP should be informed and be in alignment with the development policies and strategies of the National Government, WCG and the CoCT and articulated in clear practical terms.
 - These should be informed and respond to the outcomes of the status quo analysis
 - These should view nature as the source for design solutions through, for example biomimicry and the re-connecting of people - nature and city – via biophillic design; 'design with nature', etc.
- Conceptual Planning and Design
 - Key spatial structuring elements and informants at the scale of the TRUP area, including strategic road connections, linkages, nodes and focus areas.
 - Landscaping framework for TRUP, including the open space systems, gateways, water sensitive urban design, interface with the river, urban agriculture, etc.
 - The connections and linkages should extend beyond the boundaries of TRUP.
 - Existing buildings and road connections within TRUP should be subject to review, given the objective of creating a compact, high density, mixed land use (including at a building level), walk-able and public transit-oriented environment guided by the interlinked concepts of 'live – work – play'.
 - Interlocking systems based approach that integrates the natural and urban systems to create a holistic design, for example integrating the stormwater management with the overall planning.
- Development Proposals
 - Reflection on the outcomes of the status quo analysis and the vision for TRUP.
 - Confirmation of precincts and permeable boundaries.
 - Identification of the range and general spatial distribution of land uses, pedestrian linkages and major transport set within a campus setting, i.e. shared spaces and avoidance of fences, walls etc.

- Landscaping framework and guidelines, including hard and soft public open spaces.
- Broad indication of land use density and floor space informed by the infrastructure capacity.
- Determination of what bulk utility infrastructure is required for the proposed development, informed by any limits emanating from the findings of Specialist Study: Engineering Service Model.
- The identification of view lines across TRUP and the inclusion of these in the design and development guidelines.
- The development framework proposals should respond and reflect the urban design concept, guidelines and treatment of edges as proposed in the updated TRUP Contextual Framework and the recently completed Design and Management Guidelines for a Safer City.
- A clear distinction should be made between "fixes" (or 'non-negotiables') and guidelines to ensure that opportunities for flexibility are not closed down where this may be appropriate.
- Determination of what bulk infrastructure is required for the proposed development. Focus on the 'gap' between existing capacities and what is required.
- Draft Spatial and urban design framework for the TRUP.

2.1.3.2 Specialist Study: Watercourse Management and Creating a Docking/Waterfront Feature

The focus of this component of the TOR is on the portion of the Black River before it joins with the Liesbeek River. Large sections of the Black River consist of concrete canals constructed when the Cape Flats and Northern Suburb were developed. The Vygekraal and Elsiekraal Rivers connect to the Black River and together forms the Salt River Catchment, which ultimately discharges into the Table Bay via the Salt River Canal. This systems is currently heavily polluted due to activities such as, illegal dumping, litter, sewer overflows resulting from blockages and malfunctions in the sewer systems, chemicals and nutrients flowing from the Athlone and Borchers Quarry's Waste Water Treatment Works as well as farming activity in the upper Elsiekraal River. The rising sea level in the lower catchment further increases the disaster potential of winter flooding, in particular in TRUP. The National Government through the Department of Water Affairs acts as the trustee for the rivers and is responsible for their management. The City of Cape Town owns the public open space within the river corridors (excluding private land) and is responsible for its maintenance. Development is not allowed within the 1:50 year floodplain as these

play an important role in managing potential floods. Poor co-ordination between role-players responsible for the river impedes the successful maintenance of the river, both from a flood management and ecological perspective.

Scope of Work Required

Feasibility study should be undertaken with the following objectives:

- (i) An investigation of how the water in the Black River can be better managed, treated and improved at the point where the river enters and leaves the TRUP. Possible contribution towards flood management should also be considered.
- (j) Exploring the possibility of creating a docking/waterfront feature on the Black River in order to improve the attractiveness of the interface and the functional use of the river course and planned mixed- use urban development adjacent to the river course.

This feasibility study should be undertaken in terms of the following steps:

Step 1 Relevant Policy Documents and Plans

This should include consideration of the following:

- The implications of relevant reports, including those listed in sub-section 1.6 (Planning and Research Work completed); and
- The findings of the Specialist Study: Modelling of Flood Mitigation Options on the Salt River.

Step 2: Consult Role Key Players

Close engagement is required with the Department of Water Affairs, the City of Cape Town (hydrology, river catchment and environmental units) and the Western Cape Government as well as other interested and affected role players.

Step 3: Prepare and Test Proposal

This should include engagement with the following activities and role players with regards to feasibility:

- Water management mechanisms and approaches for the river.
- Conceptually design the proposal for the docking/waterfront feature.
- Formulate and measuring/success criteria and test effectiveness and appropriateness.
- Engagement and incorporation of the design and management proposals emanating from the Two Rivers Urban Park Green Corridor Precinct work (sub-section 2.1.4.5).

- Identify the required environmental authorisations/plans and processes, including:
 - EIA and HIA (HWC)
 - HIA (HWC) (e.g. Khoisan Legacy Park)
 - Water Use License Agreement (WULA) in terms of the National Water Act (Dept. of Water Affairs)
 - River Corridor Management Policy (CoCT) Updated/Review of Phase 1 Environmental Management Plan. Final Report (CoCT. Aug 2003)
 - Updated Stormwater Catchment Management Plan (CoCT)
- Identify Possible Impact Assessments
 - Alteration to the floodplain more than 32 metres from the bank of the watercourse, may not require an EIA.
 - Developments closer than the 32 m distance from the watercourse/wetland. Applications for a Development Setback line (shorter process than an environmental authorization) (DEADP).
 - Need to consider implications along a substantial reach of the river, to ensure that there are no detrimental effects to adjacent, upstream or downstream properties, with particular reference to flooding and environmental issues, as well as social and economic factors.
 - A suitable project boundary for the study area and River Management Plan would need to be agreed with the City's Environmental Resource Management, Transport for Cape Town Planning and Parks Departments, amongst others.
 - The findings of these impacts must be included in the Specialist Studies: Environmental, Heritage (sub-section 2.1.3.5)

Step 4: Recommendations

Submit recommendations to proceed or not. Specific attention should be given to the interface between the river course and mixed- use urban development.

2.1.3.3 Specialist Study: Engineering Service Model

The Service Provider is required to prepare an *Engineering Services Model* for the Two Rivers Urban Park. The *Engineering Service Model* should aim to test the high-density mixed-use land use and pedestrian orientated development envisaged for TRUP. This should be based on the assumption that additional conventional bulk engineering and transport infrastructure will not be provided. The 'gap' to be covered through the application of alternative, innovative and affordable green technologies to reduce the demand on conventional infrastructure provision).

- *Transportation:* Measures to dramatically limit the use of vehicles within TRUP and limit the demand for vehicular trips originating from within the development. The focus should be on non-motorised transport with emphasis on pedestrian movement. This should include consideration of the impact of the intended development on the capacity of in particular the freeway and secondary networks as well as modelling the implications of alternatives such as converting Alexandra Street into a one-way street northwards toward Berkley Road. The feasibility of re-establishing a road link between Alexandra Institute and the Observatory across the M5, must be investigated. Clear guidelines that illustrate how a greater modal shift can reduce parking demand and parking can be shared within TRUP should be included. This should include a transportation analysis to enable the preparation of a traffic impact assessment (TIA) for the proposed Development Framework and should include a review of the status quo of all elements of the surrounding transport system and include a supportive parking strategy to respond to the envisaged development.
- *On site waste processing and recycling,* with the view to a zero waste community. This should include sewerage and storm water waste management measures such as recycling; waste to energy, biogas, water purification; grey water systems, etc.
- *Provision of energy* for developments within TRUP, including the possibility of solar and other non-conventional power generation and storage methods.
- *The provision of potable water* in TRUP, including rainwater harvesting and recycling.

These should include “green” infrastructure applied across the district and incorporate locations for specific items, e.g. wastewater treatment works included to ensure that the urban, utility/services, movement systems are integrated seamlessly, rather than retrofitted. The engineering services model should also be supported with a phasing plan. The *Engineering Services Model* must consist of a set of evidence based assumptions, descriptions, tables, spread sheets and calculations explaining how the engineering services would function and effectively managed within TRUP with minimum impact on the existing conventional bulk services network. The *Engineering Services Model* should contain sufficient technical detail in order to respond to the CoCT's engineering standards for high-density mixed-use developments.

2.1.3.4 Specialist Study: Market Potential Analysis

This should include the identification, analysis and assessment of appropriate land use activities, given the vision for TRUP and should include the following activities:

- Assessment of the socio-economic context, extent (type and size in m² or range and number of units) trading areas and performance (e.g. sales, turnover, etc.) for various economic activities, including offices, retail, accommodation, manufacturing, etc.
- Identification of competitive areas for each of the identified economic activities.
- Identification of the disposal income and potential buying/purchasing power for the planned TRUP population.
- Identification for additional uses for each of the identified economic activities.
- Whether the proposed alternative/green utility service and minimal car ownership environment is viable from a market perspective (i.e. would potential developers see value in this potential).

The Market Potential Analysis must be evidenced based, show trends over the last 5 years and have specific relevance for TRUP.

2.1.3.5 Specialist Studies: Environmental, Heritage, Traffic Impact Assessments and Public Participation

Environmental, Heritage and Traffic Impact assessments and approvals are required for the TRUP Development Framework in terms of the relevant legislation and regulations. The Service Provider is required to obtain comments and inputs from public sector authorities and targeted interest and affected parties in order to obtain these statutory approvals. Environmental and heritage authorisation should include appropriate mitigation measures in relation to the envisaged development for the TRUP DF. The Traffic Impact Assessment (TIA) should be informed by the outcomes of the *Engineering Services Model*. This process should include at least two focus groups meetings with interested and affected parties and one public/open house meeting(s). A comprehensive Public Participation Report forms part of this deliverable.

2.1.3.6 Heads of Agreement

The service provider is also required to prepare the *Heads of Agreement*¹ between the CoCT and the WCG with the following documents as guidelines:

- *The Package of Plans approach as included in the City of Cape Town Zoning Scheme Regulations. Part IV, Chapter 18 General Provisions (November, 2012).*
- *The Development Charges Policy for Engineering Services for the City of Cape Town.*

The Heads of Agreement should include the following components:

- The ***total bulk for Oude Molen; Alexandra, Valkenberg West and Ndabeni Precincts;***
- Content and procedures for the approval of Precinct Plans and Site Development Plans; subdivision of erven and the allocation of land use zonings;
- A requirement that the Two Rivers Urban Park Development Framework be reviewed and updated at five yearly intervals;
- The design and construction of engineering services to comply with standards as set by the CoCT;
- The operation, maintenance and relevant costs implications to comply with standards as set by the CoCT;
- The cost implications of the engineering service costs emanating from the Heads of Agreement;
- The costs of the required infrastructure (associated with the development proposals scenario) and making a case for funding (cost vs. benefit to the CoCT);
- The phasing of the various components of the TRUP project; and
- Other relevant conditions as agreed to between the CoCT and the WCG.

The Heads of Agreement should take into consideration the potential for reduced contribution towards development charges and rates due to the CoCT, if the alternative technologies are introduced at a scale that enables the development to be 'off the grid'. The primary outcome of this work component should be the draft Heads of Agreement to be finalised by the CoCT and the WCG. The Heads of

¹ The Memorandum of Agreement between Transnet Limited, the V&AW (Pty) Ltd and the City of Cape Town for the V&AW development as an example.

Agreement should include costs estimates for the proposed services, with particular focus on how the additional development will be funded, given the application of alternative green technological interventions.

2.1.3.7 Final Two Rivers Urban Park Development Framework

Preparation of the Final TRUP Development Framework should include inputs and comments received on the Draft TRUP Development Framework report, the study dealing with watercourse management and creating a docking/waterfront feature; the engineering services model and Heads of Agreement as well as the outcomes of the market potential analysis. This should also include an implementation programme, phasing of development approvals, recommendations and possible risks associated with this development. The constraints of transportation and bulk utility service infrastructure necessitate a phased and incremental approach for the various precincts and on site developments. The service provider will be required to obtain approval of the TRUP Development Framework by the TRUP Steering Committee. The TRUP DF Development Framework will be used as motivation/background support documents for rezoning application at a Precinct Level and formal Council approval of the TRUP Development Framework is not included in this tender.

2.1.3.8 TRUP Development Framework Deliverables

The TRUP Development Framework deliverables must include the following:

- Draft TRUP Development Framework
- Specialist Study: Watercourse Management and Creating a Docking/Waterfront Feature
- Specialist Study: Engineering Service Model
- Specialist Study: Market Potential Analysis
- Specialist Studies: Environmental, Heritage and Traffic Impact Assessments
- Heads of Agreement.
- Final Two Rivers Urban Park Development Framework

These products must conform to the project stages and specified document and map format guidelines (reference sub-section 2.1.7 below).

2.1.4. Two Rivers Urban Park Precinct Plans

Precinct plans apply to specific areas within the development framework that have common features, functional relationships or phasing requirements. A precinct plan describes in more detail the development objectives and intentions for a specific area in the development, as well as principles for urban form, land use, pedestrian links, traffic movement, floor space and environmental management (City of Cape Town Zoning Scheme Regulations. Part IV, Chapter 18 General Provisions (November, 2012).

The Terms of Reference requires the preparation of **Precinct Plans for Oude Molen, Alexandra and Ndabeni** in terms of the statutory required process and submission to the CoCT for approval. A plan is also required for the *Two Rivers Urban Green Corridor* to deal with sport, recreational, urban agriculture and other appropriate proposals along the Black and Liesbeek rivers as well as the associated management of the floodplain and wetlands.

2.1.4.1 Oude Molen Precinct

This precinct will be main focus of development during the initial phases of the Two Rivers Urban Park. Consideration must be given to retaining buildings of cultural and historical significance. Existing productive economic activity within this precinct should, where possible, be incorporated into the redevelopment. These include the lodging, restaurant, entertainment and other on-site activities. The initial focus should be on the priority release areas identified below (see sub-section 2.15).

2.1.4.2 Alexandra Precinct

The Alexandra Institute intends to remain on site for the foreseeable future. Buildings and other facilities not utilised by the institute should be identified for alternative use, within the context of an overall future development plan for this precinct. The initial focus should be on the priority release area identified below (see sub-section 2.15).

2.1.4.3 Ndabeni Precinct

Although the industrial activity within this area would remain for the foreseeable future, significant parcels of public and privately owned land remains vacant or have become available for redevelopment. These are identified in the priority release areas identified below. There are also opportunities to increase the density and diversity of urban activities in this precinct. The public realm should also be improved, as well as access to the rail stations serving the area. Analysis of this precinct must include clarification of the existing and future landholding

requirements for a number of CoCT and WCG departments. This precinct plan must clearly articulate what are the likely development opportunities and constraints and how these will impact on the potential developable area (and associated bulk calculations) (see sub-section 2.15).

Precinct Scope of Work

The following Scope of Work must be included when preparing the precinct plans for **Oude Molen, Alexandra and Ndabeni** and must be informed by the outcomes of the TRUP Development Framework as well as all previous work completed.

- Status Quo Analysis

This should include the following:

- Identification and assessment of the precinct environmental and heritage assets through a comprehensive scoping exercise, inclusive of the outcomes of the pre-colonial heritage study as well as all previous environmental and heritage studies undertaken for TRUP.
- Determination of the viability of urban agriculture
- Confirmation of the precinct boundary and extent; the identification and size of land parcels, cadastral boundaries and land ownership; title deed restrictions and servitudes; land claims; location and dimensions of streets.
- Identification of existing buildings and uses, including type, condition and tenants.
- Identification and assessment of engineering services (water, stormwater, sewerage, electricity and transport) and increased capacity emanating from the *Engineering Services Model*.
- An assessment of the public realm, including roads and parks etc. that should also identify desire lines, sunny vs. shady, steep vs. flat, etc.

- Principles and Development Objectives

Precinct specific principles and objectives must be informed by the outcomes of the TRUP Development Framework.

- Conceptual Planning and Development Proposals

The Precinct proposals should include the urban form, public spaces, land use, roads, pedestrian links, traffic movement and floor space. Proposals should be in terms of the TRUP Development Framework principles and objectives. The emphasis should be on creative and evocative proposals that look to design as a means of optimising the use of limited resources in a sustainable manner, whilst creating human-scaled environments.

- Engineering Services

The viability and applicability of alternative/green technologies in servicing the increased demand for capacity should be determined with reference to the

outcomes of the Engineering Services Model. Provision should be made for the spatial requirements for the 'green' infrastructure and other engineering services, guided by the outcomes of the Engineering Services Model.

- Precinct and Urban Design Development Guidelines

The formulation of precinct development guidelines should be informed by the land use activities, environmental and heritage informants, road network, parking arrangements and bulk development rights as confirmed in the TRUP Development Framework. The guidelines should reinforce the vision for the TRUP area i.e. mixed-use development based on the concept of 'live – work – play' and green and sustainable development. Urban design guidelines should aim at creating a pedestrian orientated and public realm and include details regarding the proposed building elevations, heights, setbacks, orientation, landscape palette (street furniture, paving, planting themes, shelters etc.).

- Project Selection Criteria

A set of Project Selection Criteria must be formulated for each precinct to guide the selection of appropriate and viable projects.

- Final Precinct Plan and Implementation Framework

The final precinct plans must include and reflect comments received from the CoCT, the WCG as well as the inputs received through the participation of interested and affected parties and the public. A SWOT analysis is required accompanied by a comprehensive matrix that outlines the possible risks and their mitigation measures associated with envisaged development of each precinct. The three precinct plans must be discussed and approved by the CoCT and the WCG and include the approval of a rezoning to sub divisional area applications. Public participation for these products will be as required by the CoCT. The Implementation Framework for each precinct must include the phasing of development approvals, recommendations and possible risks associated with the proposals for each Precinct Plan.

Precinct Contents

The following must be included and reflected in the deliverables for each Precinct Plan:

- Key elements of the precinct's urban structure should be mapped as a means of understanding the interaction, relationship and functionality of the various systems, such as the land uses, transport, public realm and engineering services and utility bulk services.
- Quantification of bulk (i.e. GLA figures, potential unit numbers, density, etc.), based on the outcomes of the *Engineering Services Model* and a clearly articulated set of assumptions for each precinct.

- Proposals should reflect consideration of anticipated phasing and time-scale for the development of each precinct and required sequencing of transport and utility service investments.
- Significant development opportunities and associated risks in relation to the precinct should be identified.
- It is critical that the assessments, analysis and precinct proposals be undertaken in an integrated and synthesised manner, with an understanding of the linkages and interdependencies between the various networks and systems.

2.1.4.4 Rezoning Application

The Service Provider is required to prepare, submit and obtain approval for rezoning applications for the **Oude Molen, Alexandra and Ndabeni Precincts** respectively. These applications must comply with the requirement of the *CoCT's Zoning Scheme Regulation*. It is anticipated that appropriate categories would be general business or mixed-use zones.

2.1.4.5 Two Rivers Urban Park Green Corridor

This includes all of the CoCT and WCG owned open space areas on both sites of the Black River, including the canal, water bodies, vlei areas, floodplains, etc. The findings of the Contextual Framework and Phase 1 Environmental Management Plan (CoCT, 2003) as well as the outcomes of the Two Rivers Urban Park Development Framework must form the basis for the preparation of the TRUP Green Corridor. The scope of work for this work component includes the following:

- Status Quo Analysis:
 - Confirmation and detailed analysis of all on-site natural systems identified in subsection 3.1, including geology, topography, flora, fauna, river, aquatic and other ecosystems.
 - Detailed confirmation of the flood lines and associated management areas.
 - Confirmation and detailed analysis of all on-site man-made features including heritage assets, land ownership, title deed restrictions, roads, pathways, buildings, bridges, engineering services and servitudes etc.
 - Identification of sensitive natural (e.g. wetlands) and heritage areas.
- Conceptual Planning and Design
 - Identification of the key structuring elements and informants and includes linkages, connections, nodes, foci, gateways, hard and soft spaces, active vs. passive recreational areas, etc.

- Specific attention should be given to the interface between the green precinct and the adjacent Oude Molen, Alexandra and Valkenberg West Precinct.
- Landscape Master Plan
 - Preparation of a detailed landscape master plan for the Black River Green Precinct.
 - The inclusion of specific land use proposals, including parks, pathway, roads and bridges, public ablution amenities, etc.
 - Inclusion of the docking/waterfront feature identified in subsection 3.6.
 - Landscaping framework, including hard and soft public open spaces.
 - The focus must be on maximum public access and amenity for the local and broader metropolitan community with a significant active recreational component.
 - This should be aimed at connecting people across the river divide, hosting active and competitive sporting events, designing iconic and interesting landmark features, celebrating cultural and heritage diversity, illustrating scientific and green innovation, etc.
- River Corridor Management Plan
 - The TRUP Contextual Framework and Phase 1 Environmental Management Plan 1 should form the point of departure for the management of this portion of the Black River, informed by the proposals emanating from the Two Rivers Urban Park Development Framework.
 - This should include management guidelines with regard to water, avifauna, flora, etc.
 - The focus should be on measures that are self-sustaining and involving a multitude of role players

2.1.5. Site Development Plans: Priority Release Areas

This component of the TOR requires the preparation of Site Development Plans for three *Priority Release Areas* (See Figure 4). This is preferred to subdivision plans as the public landowners intend to retain land ownership in the long term. The *Priority Release Areas* are in response to specific projects that have been identified for the TRUP. The preparation of Site Development Plans for three *Priority Release Areas* are important planning tools to achieve the vision and objectives for the TRUP area to develop high density, integrated, full mixed-use activities at the levels of the *Priority Release Areas* as well as buildings; including residential, commercial, offices, semi-industrial, recreational and institutional. This implies that uniform and mono-functional precincts, sites and buildings should be avoided.

Figure 4: Priority Release Areas



The service provider is required to prepare Site Development Plans and obtain statutory approval in terms of CoCT's *Zoning Scheme Regulation*. It is anticipated that all of the Priority Release Areas for the envisaged development will be allocated a General Business or Mixed Use Zone, in terms of the CoCT Zoning Scheme Regulations in order to achieve the vision for the TRUP. Specific attention

must be given to the public realm, including the shared role of courts / shared parking/pocket parks and kick-about and how these will operate.

2.1.5.1 SKA Priority Release Area 1

This *Priority Release Area* includes a strip of land that forms the southern edge of this precinct and not used by the Alexandra Institute. The development plan for this priority release area should include the following:

- Status Quo and Demand Analysis
 - Ownership and extent of the priority release area
 - Existing buildings and activities
 - Analysis of available and suitable land.
 - Demand analysis regarding other land uses.
- Proposals
 - Incorporate the site allocated for the Headquarters for the Square Kilometre Array (SKA).
 - Access road linking with Alexandra Road and sharing access with Maitland Village.
 - Enable a new southern access for the Alexandra Institute.
 - Include other land use activities suitable for this priority release area.
- Impact Assessments
 - Implications for bulk utility services.
 - Environmental and heritage impact assessments and authorisations.
 - Transportation impact assessment and approval.
- Phasing and Planning Approvals
 - Phasing of the envisaged development and specific projects
 - Submission (if required) and approval of the Alexandra Priority Release Area 1

2.1.5.2 Cape Health Technology Park Priority Release Area 2

This Priority Release Area straddles two precincts and includes the northern portion of Oude Molen Precinct as well as land within the Ndabeni Precinct, currently occupied by the EMS as well as the Diesel Road Site. The Cape Health Technology Park initiative seeks to establish a world-class health technology hub in which innovative firms, government and academia co-locate in order to better co-ordinate, share services and knowledge, and reduce costs in order to supply innovative products and services to the local and international markets (WCG Cabinet, 2011). The TOR focuses on the accommodation needs of 9 out of 14 potential tenants for the Cape Health Technology Park. The Department of Economic Development and Tourism (DEDAT) will identify the 9 potential tenants to

be selected and included in this TOR. The vision is for Cape Health Technology Park to be accommodated within a mixed land use and building environment or hub and not confined to, for example, a gated 'park'. The expansion of Biovac² is earmarked for Priority Release Area as well as the relocation of other health technology companies.

- Status Quo and Demand Analysis

The service provider will be required to engage with a Task Team, consisting of management from the selected companies as well as officials from DTPW and DEDAT. The TOR requires the following accommodation related issues to be considered for each of the selected tenants for the Hub.

- The extent of existing activities and associated need for land, road access, parking and utility infrastructure (physical infrastructure).
- The demand for additional manufacturing; research and development, storage and administrative/office facilities.
- The short, medium and long-term growth plans and associated demand for physical infrastructure as well as the potential for sharing these.
- The identification of alternative and 'off-the-grid' utility service and transport infrastructure of relevance to the identified projects.

Some of the identified companies have to meet the licencing requirements for Good Manufacturing Practice (GMP) and these conditions have to be adhered to.

- Proposals

Specific land parcels and buildings should be identified for the identified companies in response to their specific accommodation needs, taking into consideration the following:

- Extension of Biovac's manufacturing activities must be contiguous to the site. Possible land parcels for this extension include the existing EMS site as well as the Diesel Road site.
- Manufacturing activities may be best located within the Ndabeni Precinct.

² The Biovac Institute is a Public Private Partnership between the RSA government and the Biovac Consortium. The Biovac Institute is responsible for the development and manufacture of vaccines.

- It is possible that the various land needs (e.g. manufacturing, storage, research and offices) could be located on separate land parcels within any of the identified precincts included in this TOR.
- Impact Assessments and Phasing
 - Implications for the required bulk utility services.
 - Heritage and environmental impact assessments and authorisations
 - Transportation impact assessment and approval.
- Phasing and Planning Approvals
 - Phasing of specific projects.
 - Submission and required planning approvals and authorisation.

2.1.5.3 Maitland Abattoir Site Priority Release Area 3

This *Priority Release Area* has become available for redevelopment with the closure of the Maitland Abattoir. The component of the TOR requires the preparation of a Development Plan, inclusive of the following:

- Status Quo and Demand Analysis
 - Existing buildings and activities
 - Analysis of available and suitable land.
 - Demand analysis from CoCT and WCG service departments.
- Proposals
 - Land use proposals for the site
 - Accommodation of the Pinelands Emergency Medical Services (EMS)
- Impact Assessments and Phasing
 - Implications for the required bulk utility services.
 - Heritage and environmental impact assessments and authorisations
 - Transportation impact assessment and approval.
- Phasing and Planning Approvals
 - Phasing of specific projects.
 - Submission and approval of the Abattoir Development Plan.

2.1.6. Project Programme, Stages and deliverables

The required deliverables are listed in the table below. Each deliverable and accompanied stages of the work undertaken by the Service Provider will be evaluate in terms of the checklist of deliverables with clear measurement criteria. The completion of each stage must be accompanied with proposals and associated risks and include recommendation from the Service Provider to proceed to the next stage. The approval to proceed to subsequent phases must be granted by the department. **The department will have the option to terminate the project or any work component at any stage. The costs and associated professional fees for a**

specific deliverables will be adjusted accordingly. The preparation of the following deliverables should be completed within 18 months (inclusive of the end of year builder holiday period) from date of appointment. Extensions for final approvals of applications in terms of relevant planning, environmental and heritage legislation may be granted by the client. The measurement criteria that each deliverable must be adhered to are indicated in Figure 5 below:

Figure 5: Deliverables and Measurement Criteria

Deliverable	Measurement Criteria/Check List
1. Specialist Study: Pre-Colonial Study and Updated Heritage Study	Focus on, hunter-gatherer, pastoralists and other activities of archaeological importance in the TRUP area. Evidence-based research that considers the cultural significance and relevance of the river course(s) for historic indigenous communities. Areas of occupation as well as production, trade, cultural and religious practices. Inclusive of findings of all previous baseline heritage studies completed for the TRUP area. Historical overview of more recent land uses in the area such as the construction of the Black River for storm water management, agricultural activities including windmills, psychiatric institutions, the SA Astronomy as well as other related activities. Recommendations for areas to be considered for heritage and cultural considerations (for example, sites of remembrance). Inclusion of oral history and overall findings in updated Heritage Study.
2. Specialist Study: Modelling of Flood Mitigation Options on the Salt River	Preparation of a 2D model of the flooding of the area and to propose and model various interventions aimed at reducing flooding. Illustrate the success of various interventions in reducing flooding of the lower Salt River. Task 1: Set up Model; Task 2: Model Flood Mitigation Measures. Important Study Guidelines. Deliverables 1. Task1 Report. Includes description of model, difficulties experienced, assumptions made and proposed scenarios for Task 2 modelling. 2.Survey of bridge crossings and stream centrelines. 3. Report volumes covering the findings of the project. 4. Floodline drawings for each Task 2 Scenario. 5.Final Report covering the modelling methodology, all assumptions made, and comparisons of the Task 2 Scenarios modelled with conclusions as to their practicality and suitability. 6. Electronic copies of all of the above including all modelling and GIS data.
3. Review of TRUP Contextual Framework	Update of the status quo of other large land parcels and developments in the surrounding TRUP area (e.g. Mowbray Golf Course, Athlone Power Station Site and the River Club, amongst others) developments. Analysis to consider the possible inclusion of these and other developments into the TRUP area. Identification of areas of collaboration and support amongst role players. Update of surrounding developments, challenges and opportunities. Review of TRUP Contextual Framework and inclusion of findings of the

	TRUP Development Framework and specialist studies.
4. Specialist Study: Watercourse Management and Creating a Docking/Waterfront Feature	Step 1: Review Existing and Relevant Policy Documents and Plans; Step 2: Consult Role Key Players; Step 3: Prepare and test Proposal; Identify Possible Impact Assessments; Recommendations.
5. Specialist Study: Engineering Service Model	Review previous work completed regarding engineering services. Determination of what bulk infrastructure is required for the proposed development. Focus on the 'gap' between existing capacities and what is required. Identify area of risk and opportunity. Prepare Engineering Services Model for the TRUP and test the high-density mixed-use land use, tenure and pedestrian orientated development proposals w.r.t transportation, on site waste processing and recycling, provision of energy and provision of potable water. Engineering Model must consist of evidence-based assumptions, descriptions, tables, spreadsheets and calculations explaining how the engineering services would function and be effectively managed. Sufficient technical detail in order to respond to the CoCT's engineering standards for high-density mixed-use developments.
6. Specialist Study: Market Potential Analysis	The identification, analysis and assessment of the land use activities appropriate for the TRUP. Assessment of the socio-economic context, extent, trading areas and performance for various economic activities. Identification of competitive areas for each of the identified economic activities; disposal income and potential buying/purchasing power for the planned TRUP population; potential for additional uses for each of the identified economic activities. Whether the proposed alternative/green utility service and minimal car ownership environment is viable from a market perspective (i.e. would potential developers see value in this potential). The MPA must be evidence based, show trends over the last 5 years and have specific relevance for the TRUP.
7. Specialist Studies: Environmental, Heritage, Traffic Impact Assessments and Public Participation.	EIA, HIA and TIA are required for the TRUP Development Framework in terms of the relevant legislation and regulations. Comments and inputs from public sector authorities and targeted interest and affected parties in order to obtain these statutory approvals. This process should include at least two focus groups meetings with interested and affected parties and one public/open house meeting(s). A comprehensive Public Participation Report forms part of this deliverable
8. Heads of Agreement	Preparation of Heads of Agreement between the CoCT and the WCG informed by the outcomes of the Engineering Services Model.
9. TRUP Development Framework	Status quo analysis, vision and principles, conceptual planning and design, development proposals. Inputs and comments received on the Draft TRUP Development Framework report, the Engineering Services Model and Heads of Agreement. Implementation programme and recommendations and risks; proposed development and

	planning approval phasing. Draft and final reports. Approval by the TRUP Steering Committee.
10. Oude Precinct Plan 11. Alexandra Precinct Plan 12. Ndabeni Precinct Plan	Prepared as per requirements of the CoCT's Zoning Scheme Regulations. Part IV, Chapter 18 General Provisions (November, 2012). Rezoning applications for each precinct plans.
13. Two Rivers Urban Park Green Corridor	Status Quo Analysis, Conceptual Planning and Design, Landscape Master Plan, River Corridor Management Plan
Site Development Plans 14. SKA Priority Release Area 1 15. CHTP Priority Release Area 2 16. Maitland Abattoir Priority Release Area 3.	Preparation of Site Development Plans for each of the Priority Release Areas in terms of the statutory content and process requirements of the CoCT's Zoning Scheme Regulations (2012). Details for each Priority Release Area as per the TOR. Status Quo and Demand Analysis, Proposals, Impact Assessments, Planning and Phasing Approvals

These deliverables must be undertaken in terms of the stages identified for each deliverable and also include:

- Study initiation/brief clarification
- Analysis and assessment
- Conceptual Planning and Design
- Development Proposals
- Recommendations and Implementation
- Study close out

2.1.7. Document and Map Format Guidelines

The reports, documents and maps should be delivered in terms of the following format guidelines:

- It is anticipated that the reports will include amongst others, a significant number of maps, drawings and illustrations; which must be appropriately referenced in the text. All reports must be prepared in word format (for the purpose of commenting) and in terms of guidelines (including referencing) provided by the department. All findings must be reflected in A4 reports and maps must be produced in GIS
- All maps and diagram must be legible, of high quality and submitted in high resolution PDF or JPG format.
- Three hard copies (including one unbound copy suitable for photocopying) and two electronic copies (Microsoft Word and Adobe PDF versions) of the final draft and final documents will need to be submitted.
- All project related files and documents should be available to the client at request.
- All reports (including draft reports) must be professionally produced and edited before submission to the client.

- All reports and presentations must be in line with the WCG corporate requirements. Templates for reports and presentations will be provided.
- All digital data (e.g. GIS, CAD, drawing, etc.) generated as part of the project forms part of the deliverables made available to the department.
- All meta-data and models, including GIS data and shape files, related to the study, if applicable, must be provided.
- Reports must include summary, conclusions, recommendations and risks for consideration by the department.
- Reports and documents must be signed off by Project Manager on behalf of the team once he/she is satisfied that the reports are integrated and synthesised into the final product.
- All reports must include the checklist for the relevant deliverable to indicate compliance.
- Each deliverable must be accompanied by a Power Point Presentation, summarising the analysis and main findings for all deliverables of the project.
- Copyright of all work produced rest with the client and may not be distributed for any other purpose without express written consent.
- All documents and presentations that are to be submitted must be done using the Corporate Guidelines as prescribed by the Western Cape Government.

2.1.8. Project Management and Administration

This tender requires the appointment of a suitably qualified and experienced Consulting Team, with a dedicated Project Manager that will report the WC Urban Regeneration office; TRUP Project Management Team and TRUP Steering Committee.

2.1.8.1 TRUP Project Organisations

The TRUP Project builds on a close relationship between the WCG and CoCT and is jointly managed by the WCDTPWs' Provincial Regeneration Programme and the City of Cape Town's Development Facilitation Unit (DFU).

- TRUP Area Steering Committee: The TRUP Steering Committee (SC) manages, monitors and determines strategy for the overall running of the TRUP Project and reports to the Inter-governmental Committee on a quarterly basis.
- TRUP Project Management Team (PMT): The PMT reports to the SC and will manage and facilitate the delivery of the research and planning studies identified in this TOR. The PMT's role upon the appointment of the successful Service Provider will be to monitor progress and undertake co-ordination so as

to assist the Consulting Team in undertaking their work. The Consulting Team will report to the PMT on a monthly basis and present to the SC on a third-monthly basis.

- WC Regeneration Office: The Consulting Team will report to this Office, in terms of contractual requirements and on-going technical guidance and assistance.
- Community Liaison Forum: This forum must be established by the Consulting Team and include representation from local communities, NGO's and civil society and engage with the deliverables (planning, environmental and heritage authorisation) via the Stakeholder Liaison and Public Participation Process.

Liaison with the relevant CoCT and WCG officials will be an essential part throughout the process to ensure that all the pertinent information is provided and included for the required approvals.

2.1.8.2 Project Management.

The Consulting Team must include a dedicated Project Manager to manage and provide administrative support for the Project and the Consulting Team. The Project Manager cannot be replaced without the written authorisation from the department. Although the Project Manager may delegate some of the responsibilities listed below, he/she remains responsible for integration of all work produced by members of the Consulting Team and comments received from the client. The Project Manager is accountable for all aspects of the project administration, including but not limited to the following.

- Function as the primary appointed consultant with all other consultants as sub-consultants. Collate and verify all invoices from the sub-consultants and submit these to the client and ensure that all approved bills are settled.
- Convening all joint consultant project meetings, prepare meeting agenda's, minutes, attendance registers and logistical arrangements. The drafting, correction and circulation of minutes for all project related meetings and workshops within 3 working days of the event.
- Obtaining and storing all information or data obtained or produced during the course of the project. This data remains the property of the WCG and CoCT must be maintained and presented to the client in a useable format with each deliverable.

- Prepare and submit written monthly progress reports at monthly progress meetings. These must be prepared in a format provided, approved and signed of by the client.
- Presentations of work in progress, presented at various project meetings, as well as presentation material that may be requested by the WCG from time to time.
- All other administrative work related to the research, planning, design and approval processes. The total project costs must include all the costs associated with the project administration.
- Monthly meetings will be held with the project manager, minutes will be taken by the Service provider as per a prescribed template.

2.1.8.3 Project Team and Resources Required

This invitation calls for the submission of proposals from firms and professionals registered with the WCG's vendor database with a proven track-record and the relevant expertise in the successful compilation of urban planning, transport, civil engineering, environmental and heritage plans and frameworks. Sub-section **2.2: Functional Assessment**, deals with the evaluation criteria for the Technical Specifications

2.2 Functionality Assessment

In addition, Tenderers are required to submit the following in order for *Stage 2: The Functionality Assessment* to be undertaken:

- Schedule of Relevant Experience, Skills and Expertise
- Proposed Approach, Methodology and Process
- Proposed Work Programme, Work Breakdown Schedule, Resource Allocation, Deliverables and Potential Project Risks.

Failure to comply with these qualifying criteria and/or failure to submit the information required for undertaking the functionality assessment will disqualify the bid. The Functionality Assessment cannot be undertaken without the above proposals and information. The criteria for the Functionality Assessment are shown in Table 3.

2.2.1 Schedule of Relevant Experience, Skills and Expertise

The Tenderer is requested to highlight the relevant experience and specific skills and expertise of each team members. Only information that is of relevance to this project will be assessed and need to be included:

1. Projects of similar scope, scale, nature and outcomes;
2. Specialist studies of similar scope and outcome;
3. Projects of a different nature or outcome, but of particular relevance to this site/project.

Please note that the individual team members' experience, skills and expertise will be assessed and not the general company profiles. The Table 2 below provides an overview of the skills and expertise required for each key personnel.

The Tenderer must complete *Annexure C: Schedule of Relevant Experience, Skills and Expertise* and must include the following required information.

- The experience, skills and expertise of all Team Members.
- Only projects and work experience of a similar nature or of particular relevance should be listed. Three reference letters required from Clients for 3 relevant and successfully completed projects must be included.
- The track record of each team member relevant to the role he/she will assume in the TRUP Project.

- A summary of lessons learnt from previous relevant projects may be added at the end of the completed schedule.
- The list of key personnel and expertise is not exhaustive and the Tenderer should identify all areas of expertise required with the understanding that it could reasonably have been deduced. Provision should be made for the appointment of ad hoc sub-consultants for unforeseen inputs that may be required.

Please Note:

- Proposed team members should list relevant experience and highlight the similarities and relevance of the projects they have been involved in relation to the Two Rivers Urban Park Project. It will be an advantage should ALL team members have had experience in projects relevant and similar to the TRUP project.
- The Service Provider (successful Tenderer) shall maintain the involvement of the required personnel throughout the duration of the project, either as full time staff or sub-consultants. Should it be necessary to replace any of the required personnel during the project period, they may only be replaced by individuals who satisfy the minimum requirements as listed and then only with the approval of the DTPW.
- Preference will be given to personal with demonstrated experience in unconventional and alternative and self-sustainable built environmental practices.
- In addition to the required personnel, expertise and experience stipulated, it will be an advantage should any of the team members have had exposure to successful national and/or preferably international planning, design, projects or acknowledged research involving the following:
 - The 'Package of plans' approach, as originally conceptualised;
 - Sustainable neighbourhood practices;
 - Alternative energy, waste disposal and non-motorised transport practices;

Table 2: Required Personnel: Skills & Expertise

Required Personnel	Required experience, skills and expertise
Project Manager	<p>Relevant experience, successfully managed mixed land use, high density, complex urban projects</p> <p>Planning of large scale development projects</p> <p>Package of plans approach.</p> <p>Long term strategic planning</p> <p>Co-ordination and project management of multi-disciplinary teams</p> <p>Report writing and presentation of complex ideas and concepts</p>
Town Planner	<p>Spatial & policy planning, including spatial assessments, drafting of Development Frameworks, Precinct Plans, Site Development Plans and development guidelines.</p> <p>Package of plans approach.</p> <p>Alternative and sustainable planning practices.</p> <p>Statutory planning application approval processes.</p>
Public Participation Practitioner	<p>Designing and managing public participation processes for complex planning processes</p> <p>Experience with urban development, precinct planning, site planning, EIA and HIA processes</p>
Urban Designer	<p>Urban design assessment and evaluation.</p> <p>Urban design guidelines</p> <p>Urban design frameworks</p> <p>Concept designs at a local and site scales</p> <p>Alternative and sustainable urban design practices</p>
Green Technology Specialist	<p>Green technology evaluation and assessment</p> <p>Alternative/green/'off-grid' utility infrastructure</p> <p>Urban developments</p>
Landscape Architect	<p>Landscape assessments</p> <p>Landscape and public space design: urban landscape projects</p> <p>Innovation and conceptualization of new spaces and parks as urban focus areas</p> <p>Sustainable landscape planning</p>
Urban Development Economist	<p>Development and infrastructure economics</p> <p>Economic modelling</p> <p>Property market research and understanding of trends within Western Cape and specific sub-metropolitan area.</p> <p>Valuations</p>
Civil Engineer Water	<p>Planning and conceptual design of engineering services for township design and site planning</p> <p>Infrastructure capacity assessments and projecting infrastructure requirements of bulk networks</p> <p>Planning and design of alternative technologies and engineering solutions</p>
Civil Engineer Sewerage	<p>Planning and conceptual design of engineering services for township design and site planning</p> <p>Infrastructure capacity assessments and projecting infrastructure requirements of bulk networks</p> <p>Planning and design of alternative technologies and engineering solutions</p>

Required Personnel	Required experience, skills and expertise
Civil Engineer Power/Electrical	Planning and conceptual design of engineering services for township design and site planning Infrastructure capacity assessments and projecting infrastructure requirements of bulk networks Planning and design of alternative technologies and engineering solutions
Civil Engineer Stormwater	Planning and conceptual design of engineering services for township design and site planning Infrastructure capacity assessments and projecting infrastructure requirements of bulk networks Planning and design of alternative technologies and engineering solutions
Transport Planner/ Traffic Engineer.	Integrated Transportation Planning Non-motorised transport Planning Traffic Engineering, including Traffic Impact Assessments & Modelling Sustainable transport planning
Environmental Practitioner	Involvement in preparation of planning frameworks and influencing sustainability outcomes at planning stage Sustainability guidelines for development planning Environmental Impact Assessments Environmental scoping and basic assessments Preparation of statutory reports and submission of applications Public participation, management, co-ordination and facilitation Facilitation
Heritage Practitioner	Identification and management of cultural landscapes and heritage assets Heritage Impact Assessments Submission of statutory applications and NIDs Archaeology

Annexure C: Schedule of Relevant Experience, Skills and Expertise.

PREVIOUS RELEVANT WORK EXPERIENCE		
<p>1. Name of Professional (team member):</p> <p>Role in the proposed TRUP Team:(e.g. Project Manager)</p>		
Project 1:	<p>Name and short description of project previously completed/involved in:</p> <p>Role:</p> <p>Responsibilities:</p> <p>Skills & expertise provided during that project:</p> <p>Please note: only projects of similar scope and outcomes or of particular relevance to the TRUP Project will be evaluated and should therefore be included.</p>	
	<p>References:</p> <p>Please provide details of contactable references</p>	
	<p>Relevance of project:</p> <p>Highlight relevance of experience (similarities of projects and/or areas of relevance to this project)</p>	
	<p>Key lessons:</p> <p>Identify key lessons learnt during this project and highlight applicability to this tender</p>	
Project 2:	<p>Name and short description of project previously completed/involved in:</p> <p>Role:</p> <p>Responsibilities:</p> <p>Skills & expertise provided during that project:</p> <p>References:</p> <p>Key lessons:</p>	
Project 3:	<p>Name and short description of project previously completed/involved in:</p>	

PREVIOUS RELEVANT WORK EXPERIENCE		
	Role: Responsibilities: Skills & expertise provided during that project: References: Key lessons:	
2. Name of Professional (team member): Role in the proposed TRUP Team:(e.g. Project Leader)		
Project 1	Name and short description of project previously completed/involved in: Role: Responsibilities: Skills & expertise provided during that project: References: Key lessons:	
Project 2	Name and short description of project previously completed/involved in: Role: Responsibilities: Skills & expertise provided during that project: References: Key lessons:	
3. Name of Professional (team member): Role in the proposed TRUP Team:(e.g. Project Leader)		

PREVIOUS RELEVANT WORK EXPERIENCE		
Project 1	Name and short description of project previously completed/involved in: Role: Responsibilities: Skills & expertise provided during that project: References: Key lessons:	

2.2.2 Proposed Approach, Methodology and Process (Maximum of 25 pages)

The proposal must respond to the Terms of Reference and outline the approach to the assignment, the processes that will be followed and how the required outcomes will be reached.

The *Approach* needs to outline the following and must be supported by relevant process flow diagrams:

- Interpretation of the Terms of Reference and the overall scope of work.
- Overall project approach and methodology, explained and shown diagrammatically.
- Approach to innovation, creativity and sustainability in relation to specific deliverables as well as the overall project.
- How the approach encapsulates the integration of the various deliverables and related processes.
- Approach to and strategy for stakeholder engagement and public participation.
- How the approach will add value to the approach set out in the Terms of Reference.
- Other aspects of importance to the approach.

The *Methodology and Process* proposal should outline:

- **Details of processes related to each of the various deliverables, i.e. work streams and specialist studies;**
- How the required objectives and outcomes of the scope of work and/or specialist studies will be achieved and how these will be integrated to complete the overall assignment and achieve the overall project objectives.
- Additional value to the methodology reflected in the tender document.
- The phasing and integration of work components;
- How the Provincial Regeneration Programme Office will remain actively involved in all aspects of the project.
- A communication protocol between the consultants and the client.
- Other aspects of the methodology and process of importance.

Aspects that should be addressed in the phasing of the each of the deliverables as set out in the Terms of Reference, should include the following:

- Clarification of the brief and the scope of work for each deliverable.
- Appropriate methodology and process.
- Identification of the required work streams and deliverables.
- Resource allocation with work breakdown chart, indicating staff responsibilities.
- All other aspects to ensure the successful completion of the required research and planning studies.

2.2.3 Proposed Work Programme, Work Breakdown Schedule, Resource Allocation, Milestones, Deliverables and Potential Project Risks.

In order for the tender to be evaluated in terms of functionality, the Tenderer must submit a detailed Work Programme, Work Breakdown Schedule, and a Resource Allocation Schedule. The Work Programme and Work Breakdown Schedule will be measured in terms of the following criteria:

- Is it a realistic work programme, allocating adequate time to various work streams?
- Does it include and indicate all work streams, integration of work streams, inter-dependencies, critical milestones and deliverables?
- Does it address project priorities?)

The *Work Programme* must show the following:

- The overall programme, phasing, timelines, critical milestones and all deliverables. This must be captured in an Excel spread sheet or MS Projects.
- How and when the work streams will be integrated. The maximum project period is set at 18 months (inclusive of the end of year builder holiday period) and it will therefore be essential to ensure an efficient and focussed planning and design process. Tenders are encouraged to demonstrate if the project can be completed within a shorter time frame.

The *Work Breakdown Schedule, Resource Allocation and Deliverables* must outline the following:

- The tasks and activities for each phase and/or work stream in detail (See item 6 in WCBD 3.3 Pricing Schedule: Professional Services. Please note, an acceptable score cannot be obtained if all work streams (for all deliverables) are not sufficiently detailed.
- The allocation of resources per deliverable;
- The number of hours/days allocated for each required personnel as well as for any other personnel the tenderer intends involving in the project.

Potential Project Risk must be identified by the as well as areas of concern with regard to the project, work programme and deliverables.

Minimum Required Score

Table 3 illustrates how the minimum required scores will be applied. Only tender proposals that score a minimum required score in each of the evaluation categories and a total of 70 or higher will be evaluated in Stage 3. Please note that tender proposals that do not meet the minimum required score in a category, will not be assessed for *Stage 3: Resource Allocation Schedule*.

Table 3: Functionality Assessment Criteria & Minimum Required Scores

Relevant Experience, Skills & Expertise	Max Score	Score
1. Multi-disciplinary Team Qualification Score 2=2 Master's degrees within Team 4=3 Master's degrees within Team 6=4 Master' degrees within Team 8=5 Master's degrees within Team 10=6 Master's degrees within Team	10	
2. Project Manager relevant experience, successfully managed mixed land use, high density, complex urban projects: Score 0 = Does not comply with the requirements 4 = Partially compliance with requirements 6 = Full compliance with requirements 8= Exceeds requirements	8	
3. Multi-disciplinary Team relevant research and planning experience with similar projects in terms of scale and complexity. Score 0 = Does not comply with the requirements 4 = Partially compliance with requirements 6 = Full compliance with requirements 8= Exceeds requirements	8	
4. Experience and understanding of Modelling Flood Mitigation Options Score 0= No experience and no understanding 2= Experience and understanding at least 1 project 3= Experience and understanding at least 2 projects 4= Experience and understanding at least 3 projects	4	
Sub-total (minimum score 20)	30	
Proposed Approach, Methodology and Process	Max Score	Score
1. Overall Project Approach: Overall, Integration, phasing and alignment Score 0 = no understanding 2 = basic understanding 3 = reasonable understanding 4 = advanced understanding 5 = high level of understanding	5	
2. Methodology and Process: Integrated and innovative planning, design, environmental, heritage and public participation components Score 0 = no understanding 4 = basic understanding 6 = reasonable understanding 8 = advanced understanding 10 = high level of understanding	10	
3. Methodology and Process: Alternative (of-grid) Engineering Services and Modelling. Score 0= No experience and no understanding 3= No experience, but limited understanding 5= Experience and understanding at least 1 project 10= Experience and understanding at least 2 projects 15= Experience and understanding at least 3 projects	15	
Sub-Total Score (minimum 20)	30	

Work Programme, Work Breakdown Schedule, Resource Allocation & Potential Risks	Max Score	Score
1. Comprehensiveness of Work Programme and Work Breakdown Schedule Score 0=no comprehensive programme, resources, provided 3= basic work programme provided 5= partial detail work programme provided 10= adequate work programme provided 15=comprehensive work programme provided	15	
2. Appropriate and adequate allocation of resources for each deliverable/ work stream. 0=not provided 3= basic resource allocation provided 5= partial resource allocation provided 10= adequate resource allocation provided 15=comprehensive resource allocation provided	15	
3. Potential Project Risks: With regard to the project, work programme and deliverables: 0=not provided 4= basic risk identification 6= partial risk identification. 8= substantive risk identification 10=substantive and comprehensive risks identification	10	
Sub-total Score (minimum 30)	40	
Grant Totals: (minimum 70)	100	

Stage 3: Evaluation of Price & BBBEE status

Evaluation of Price and BBBEE score

During Stage 3, the price and BBBEE score (90/10) will be evaluated. The Tender's Functionality must be acceptable (minimum required for each evaluation category and a total of 70 or higher).

INVITATION TO TENDER FORM (WCBD 1)

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE DEPARTMENT OF TRANSPORT AND PUBLIC WORKS:

TENDER NUMBER: **S174/14**

CLOSING DATE: **2 March 2015** **CLOSING TIME: 11H00**

DESCRIPTION: Invitation to tender for the Provision of Professional Services to undertake Urban Planning, Landscape Architecture, Engineering, Environmental and Heritage Studies for the Two Rivers Urban Park (TRUP) Project, Cape Town.

The successful Tenderer will be required to fill in and sign a written Contract Form (WCBD 7).

TENDER DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT:

Ground Floor, Department of Transport and Public Works (DTPW) building, Corner of Loop and Dorp Streets

Tenderers should ensure that Tenders are delivered timeously to the correct address. If the Tender is late, it will not be accepted for consideration. The Tender box is generally open 24 hours a day, 7 days a week.

ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS TENDER IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED

(FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED)

NAME OF TENDERER:			
POSTAL ADDRESS:			
STREET ADDRESS:			
EMAIL ADDRESS:		FACSIMILE NUMBER	
TELEPHONE:		CELLPHONE :	
VAT REG NUMBER:			

(if Tenderer Registered)			
HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (YES /NO)			
WESTERN CAPE SUPPLIER DATABASE REGISTRATION NUMBER:			
HAS AN ORIGINAL AND VALID BBBEE CLEARANCE CERTIFICATE BEEN SUBMITTED? (YES /NO)			
(if Yes, certificate issued by)			<u>Tick Applicable Box</u>
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			<input type="checkbox"/>
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);			<input type="checkbox"/>
A REGISTERED AUDITOR			<input type="checkbox"/>
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? (YES /NO) [IF YES ENCLOSE PROOF]			

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

TOTAL TENDER PRICE (ZAR)	
TOTAL NUMBER OF ITEMS OFFERED	

SIGNATURE:		DATE:	
CAPACITY UNDER WHICH TENDER IS SIGNED:			

ANY ENQUIRIES REGARDING THE TENDERING PROCEDURE MAY BE DIRECTED TO:

Contact Person	Lennie Thomas	Phone:	021 483 5337
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Department	Department of Transport & Public Works	Email:	Lennie.Thomas@pgwc.gov.za
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ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person	FRANCOIS JOUBERT	Phone:	Only written enquiries will be considered.
DEPARTMENT	Department of Transport & Public Works	Email:	Francois.Joubert@westerncape.gov.za

Tender Price Conditions

Tenderers are required to provide a price per work stream or item (see Pricing Schedule). The price per work stream or item will be deemed to cover all the milestones, deliverables, tasks and activities, meetings etc. associated with that component. The fee for each work stream needs to be provided in the Pricing Schedule as well as the total fee for all work streams. The total fee (including the fee for all work components, disbursements, contingencies and VAT) must be carried forward to the Invitation to Tender Form and is the TOTAL TENDER PRICE to be evaluated in Stage 3 of the Evaluation Process.

1. Professional Fees: Payments will only be made on the satisfactory delivery of each deliverable (**as per Figure 5**) and bid price specified in the Pricing Schedule (WVBD 3.3)
2. Price Variations: Time-based fees shall not be used for this tender. All rates and prices tendered in the Pricing Schedule shall be final and binding and shall not be subject to any variation through the period of the contract.
3. Contingencies: Provision should be made for contingencies should additional unforeseen specialist work be required.
4. Disbursements: Payment will only be made for copies of final reports and drawings submitted to the DTPW as specified, and all drafts shall be for the Service Provider's account. General correspondence, minor reports, progress reports, presentation material shall be deemed to be included in the professional fees.
5. Travel Expenses and Travel Time: It is envisaged that the successful service provider will be based within the metropolitan area of Cape Town and no payments will be made in respect of travel expenses, travel time or subsistence.
6. Termination of services: Whilst it is the intention to complete all the work streams identified as part of the scope of works, the DTPW reserves the right to reduce or increase the scope of works, or to terminate this contract, without adjustments to agreed rates or fees and without payment of any penalty or surcharge in this regard. Any work component

may be excluded from the tender appointment. Alternatively, the DTPW may after appointment, choose not to proceed with any component of work.

WCBD 3.3

PRICING SCHEDULE

(Professional Services)

NAME OF BIDDER:

BID NO.: **S174/14** CLOSING TIME: **11h00** CLOSING DATE: **02 March 2015**

OFFER TO BE VALID FOR **16 weeks** FROM THE CLOSING DATE OF BID.

Notes:

1. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.
2. Allow 15% of the sub-total above for contingencies for components not foreseen in the Scope of Work and Work Programme and that could not have reasonable been deducted from the Scope of Works. The Contingency amount will be spent at the discretion of the DTPW and may be deducted in whole or part if not required.
3. Persons who will be involved in the project and rates applicable for purposes of calculating additional work at the discretion of the DTPW. Certified invoices must be rendered in terms hereof.

4.

Person and Position	Name	Hourly Rate	Daily Rate
Project Manager			
Town Planner			
Public Participation Practitioner			
Urban Designer			

Green Technology Specialist			
Landscape Architect			
Urban Development Economist			
Civil Engineer: Water			
Civil Engineer: Sewerage.			
Civil Engineer: Power/Electrical			
Civil Engineer: Stormwater			
Transport Planner/Traffic Engineer			
Environmental Practitioner			
Heritage Practitioner			
Other (specify)			

Please Note:

The rates and fees for all professional staff should include the costs for all supporting human resources, including secretarial support, administration, computer added design, GIS, etc. support, editing, etc.

5. Items or phases according to which the project will be completed and cost per item:

ITEM NO	ITEM DESCRIPTION	BID PRICE IN RSA CURRENCY
1	Specialist Study: Pre-Colonial Study and Updated Heritage Study	
2	Specialist Study: Modelling of Flood Mitigation Options on the Salt River	
3	Review of TRUP Contextual Framework	
4	Specialist Study: Watercourse Management and Creating a Docking/Waterfront Feature	
5	Specialist Study: Engineering Services Model and	
6	Specialist Study: Market Potential Analysis	
7	Specialist Studies: Environmental, Heritage, Traffic Impact Assessments and Public Participation	
8	Heads of Agreement.	
9	TRUP Development Framework	
10	Oude Molen Precinct Plan: Rezoning Application	
11	Alexandra Precinct Plan: Rezoning Application	
12	Ndabeni Precinct Plan: Rezoning Application	
13	Two Rivers Urban Park Green Corridor	
14	SKA Priority Release Area 1	
15	CHTP Priority Release Area 2	

TOTAL: R.....

7. Are the rates quoted firm for the full period of contract?

*YES/NO

*[DELETE IF NOT APPLICABLE]

8. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

I, THE UNDERSIGNED, DO HEREBY DECLARE THAT THE ABOVE REFLECTS A PROPERLY PRICED FEE PROPOSAL UPON WHICH MY/OUR TENDER FOR TENDER NO S174/14: Provision of Professional Services to undertake Urban Planning, Landscape Architecture, Engineering, Environmental and Heritage Studies for the Two Rivers Urban Park (TRUP) Project, Cape Town.

SIGNED ON BEHALF OF THE TENDERER:

.....



Schedule of Payment

The Tenderer is required to provide a schedule of payment indicating tasks and deliverables as per the Proposed Project Plan.

WCBD 6.1(b): PREFERENCE CERTIFICATE (90:10)

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

NB: BEFORE COMPLETING RELEVANT CLAIM FORMS, BIDDERS MUST STUDY THE GENERAL CONDITIONS AND DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BROAD-BASED BLACK ECONOMIC EMPOWERMENT, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011

1 GENERAL CONDITIONS:

- 1.1 The 90/10 preference point system is applicable to this bid.
- 1.2 The value of this bid is estimated to exceed R1million (all applicable taxes included).
- 1.3 Preference points for this bid shall be awarded for:
 - (a) Price = Maximum 90 points
 - (b) B-BBEE Status Level of Contribution = Maximum 10 points
- 1.4 Failure on the part of a bidder to fill in, sign this and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 If the contributor status level of a bidder changes after the closing date of the bid, the bidder must notify the Department of Transport and Public Works, and such bid will not be eligible for any change in preference points, based on the changed status.

2 GENERAL DEFINITIONS:

The defined words and expressions commencing with capital letters, shall have the meanings hereby assigned to them unless such meanings are inconsistent with the context of a particular bid document or contract:

- 2.1 **“Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)
 - 2.2 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills levies;
 - 2.3 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
 - 2.4 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
 - 2.5 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
 - 2.6 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
 - 2.7 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
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- 2.8 **“Consortium or Joint venture”** 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.
- 2.9 **“Contract”** means the agreement that results from the acceptance of a bid.
- 2.10 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.11 **“Firm Price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.12 **“Functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.13 **“Person”** includes a juristic person;
- 2.14 **“Rand Value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“Sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“Total Revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issue in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3 ADJUDICATION USING A POINT SYSTEM:

- 3.1 Subject to Regulation 7 of the Act. the bidder obtaining the highest number of points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of Value added tax (inclusive or exclusive offers);
- 3.3 Points scored will be rounded off to the nearest two (2) decimal places.
- 3.4 (a) In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- (b) However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- (c) Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4 POINTS AWARDED FOR PRICE (Ps):

- 4.1 A maximum of 90 is allocated for on the following basis:

$$P_s = 90 \left[1 - \frac{P_t - P_{min}}{\quad} \right]$$

Pmin

Where:

Ps = Points scored for comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

Pt = Comparative price of bid under consideration

- 4.2 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points will be awarded to a bidder for attaining the BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 4.3 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Registered Auditor or a Verification Agency accredited by SANAS. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 4.4 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 7 A person must not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless
-

the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

- 8 A person awarded a contract may not subcontract more than 25 % of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

9 SUB-CONTRACTING

- 9.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

9.1.1 If yes, indicate:

- (i) what percentage of the contract will be sub-contracted?
- (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? YES / NO (delete which is not applicable)

10 DECLARATION WITH REGARD TO B-BBEE STATUS LEVEL OF CONTRIBUTION

- 10.1 B-BBEE Status Level of Contributor =
(maximum 10 points)

(Points claimed in respect of paragraph 10.1 must be in accordance with the table reflected in paragraph 4.2 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA)

10.2 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-BBEE status level of contribution indicated in paragraph 10.1 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 10.1, the contractor may be required to furnish documentary proof to the satisfaction of the Department that claims are correct;
- (iv) The Department of Transport and Public Works will, upon detecting that –
 - (a) the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis; or
 - (b) any of the conditions of the contract have not been fulfilled, act against the bidder or person awarded the contract.

(v) The Department of Transport and Public Works will, in addition to any other remedy it may have against the person –

- (a) disqualify the person from the bidding process;
- (b) recover all 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audialterampartem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

SIGNATURE OF BIDDER	DATE