

MEMORANDUM OF AGREEMENT

FOR THE

BUILT ENVIRONMENT PROFESSIONALS TO PROVIDE SERVICES TO CORPORATE MUNICIPAL FACILITIES AND OTHER CITY FACILITIES

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

[REDACTED]
[REDACTED]

CONTRACT NO: 294C/2022/23

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PREAMBLE

WHEREAS Term Tender **294C/2022/23** was awarded to [REDACTED] on 9 December 2024 in line with resolution **SCMB 37/12/24**, BUILT ENVIRONMENT PROFESSIONALS TO PROVIDE SERVICES TO CORPORATE MUNICIPAL FACILITIES AND OTHER CITY FACILITIES, from the date of commencement of contract not exceeding 10 years, subject to Section 33 public participation process of the MFMA being fully complied. Anticipate contract will expire on 30 June 2035.

AND WHEREAS the award to [REDACTED] is Standby Tenderer for item 5 (Architecture).

AND WHEREAS it is recorded that this Contract will be governed by the provisions of the Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015) as published by the Construction Industry Development Board. The General Conditions of Contract (GCC) shall be read with the Contract Specific Data ("CSD") annexed hereto marked "PART C1.2: **CONTRACT SPECIFIC DATA**".

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

- 1.1. **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("**the Employer**"), herein represented by the [REDACTED] duly authorised hereto;
- 1.2. [REDACTED] a private company registered in terms of the laws of the Republic of South Africa with registration no: [REDACTED], with its principal place of business situated at [REDACTED] 1 (the "**Contractor**"), herein represented by its duly authorised representative, [REDACTED] each a "**Party**" and together the "**Parties**".

2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Annexure attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved

by giving precedence to such different parts of this Contract in the following order of precedence:

- 2.1.1. first,; the Form of Offer and Acceptance;
- 2.1.2. second, the Contract Specific Data within the Contract Data;
- 2.1.3. third, the General Conditions of Contract;
- 2.1.4. fourth, the Drawings,
- 2.1.5. fifth, the Scope of Work;
- 2.1.6. sixth, the Pricing Data; and
- 2.1.7. seventh, Parts and Annexures to this contract,
- 2.1.8. eighth, any other documents incorporated by reference.

- 2.2 The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

3. APPOINTMENT AND DURATION

- 3.1. The Employer hereby appoints the Contractor to perform the Scope of Work to the Employer from the date of commencement of contract not exceeding 10 years, subject to Section 33 public participation process of the MFMA being fully complied.
- 3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall terminate on 30 June 2035.

4. MUTUAL GOOD FAITH / CO-OPERATION

- 4.1. The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.
- 4.2. The Parties shall at all times during the continuance of this Contract observe the principles of good faith towards one another in the performance of their obligations in terms of this Contract.

5. OBLIGATIONS OF THE EMPLOYER

- 5.1. The Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**Part C3: Scope of Work**), subject to the satisfactory fulfilment of the obligations by the Contractor as set out in this Contract.
- 5.2. The Employer shall monitor and evaluate the Contractor's performance in respect of the Scope of Work.

6. OBLIGATIONS OF THE CONTRACTOR

- 6.1. The Contractor hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work.
- 6.2. The Contractor will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 6.3. The Contractor will ensure that the Works will be of a satisfactory quality and fit for purpose.
- 6.4. The Contractor shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.
- 6.5. The Contractor will not conduct any activity of whatsoever nature, which may be detrimental to the Employer's reputation and goodwill.

7. PRICING DATA

- 7.1. The Contract Price for the Works shall be as set out in the Pricing Data marked "**PART: C2.1**".
- 7.2. The Contractor shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

COMPULSORY ENTERPRISE QUESTIONNAIRE

CITY OF CAPE TOWN

DIRECTORATE: CORPORATE SERVICES

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FRAMEWORK CONTRACT FOR THE BUILT ENVIRONMENT PROFESSIONALS TO PROVIDE SERVICES
CORPORATE MUNICIPAL FACILITIES AND OTHER CITY FACILITIES

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be completed in respect of each partner	
Section 1: Name of entity	
Section 2: VAT registration number	
Section 2a: National Treasury number	
Section 2b: SARS Tax Compliance Status PIN	
Section 3: cldb registration number, if any	
Section 4: Particulars of sole proprietors and partners in partnerships	
<i>* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i>	
Section 5: Particulars of company	
Company registration number	
Close corporation number	
Tax reference number	
Section 6: Foreign Suppliers	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☒ Yes ☐ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☒ No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	
a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	☐ Yes ☐ No
b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	☐ Yes ☐ No
c) Does the tenderer have a permanent establishment in the Republic of South Africa?	☐ Yes ☐ No
d) Does the tenderer have any source of income in the Republic of South Africa?	☐ Yes ☐ No
e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	☐ Yes ☐ No

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

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

SIGNED ON BEHALF OF TENDERER:

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PART C1: AGREEMENTS AND CONTRACT DATA

CITY OF CAPE TOWN

DIRECTORATE: CORPORATE SERVICES

CONTRACT NO. 294C/2022/23

FRAMEWORK CONTRACT FOR THE BUILT ENVIRONMENT PROFESSIONALS TO PROVIDE SERVICES TO CORPORATE MUNICIPAL FACILITIES AND OTHER CITY FACILITIES

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of

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The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THIS IS RATES BASED CONTRACT:

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

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

Signature

Name(s)

Capacity

for the tenderer

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

For official use

INITIALS OF CITY OFFICIALS AT TENDER
OPENING

1. <i>[Signature]</i>	2. <i>[Signature]</i>	3. <i>[Signature]</i>
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Acceptance

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

The terms of the contract, are contained in:

- Clause 1 to 7, and the sub-clauses, cited in pages 1 to 4 above
- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

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

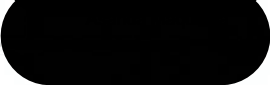
Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of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

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

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

This agreement constitutes a framework contract for the purposes of developing individual Works Projects to be allocated in terms of the procedures described in the contract, the discipline(s) awarded to the contractor in terms of this term tender process being recorded in the schedule of deviations.

The Parties	Employer	Contractor
Business Name	CITY OF CAPE TOWN	
Business Registration	N/A	
Tax number (VAT)	4500193497	
Physical Address	Tower Block, Civic Centre, 12 Hertzog Boulevard Cape Town 8001	 7441
Accepted contract sum including tax	Rates Based	Rates Based
Accepted contract duration	From date of commencement until	30 June 2035
Signed – who by signature hereto warrants authority		
Name of signatory		

Signed: Date		15/06/2026
Signed: Location	Cape Town	Cape Town
Signed: Witness		
Name of Witness		

Schedule of Deviations

Notes:

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

1 Subject Status of Supplier per Discipline(s) awarded.

Details The Discipline(s) awarded to the Supplier in terms of this term tender process is/are recorded in the table below.

Disciplines (tick as applicable):		GBSA Practitioner	Heritage Practitioner	Landscape Architect	Land Surveyor	Town Planner	Interior Designer/Arch	Environmental Practitioner	Health and Safety Agent	Project Manager	Quantity Surveying	Architecture	Electrical	Mechanical	Civil	Structural
	Winner															
	Standby											✓				

¹ Unused Disciplines are to be struck through.

2 Subject

Details

.....

3 Subject

Details

.....

4 Subject

Details

.....

5 Subject

Details

.....

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the

tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

C1.2 Contract Data

Data provided by the Supplier

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C1.2 Contract Data

Data provided by the Supplier

The name of the Supplier: [REDACTED]

The address of the Supplier: [REDACTED]

Physical Address: [REDACTED]

Telephone: [REDACTED]

email: [REDACTED]

SUPPLIER'S ANNUAL HOLIDAY PERIODS DURING DELIVERY PERIOD

Year	Start date	End date
Year 1 holiday period	Start date	End date
Year 2 holiday period	Start date	End date
Year 3 holiday period	Start date	End date
Year 4 holiday period	Start date	End date
Year 5 holiday period	Start date	End date
Year 6 holiday period	Start date	End date
Year 7 holiday period	Start date	End date
Year 8 holiday period	Start date	End date
Year 9 holiday period	Start date	End date
Year 10 holiday period	Start date	End date

C2.2 Activity Schedule

SECTION 5 : ARCHITECTURAL SERVICES

SECTION 5: ARCHITECTURAL SERVICES

PROVISION FOR TIME BASED SERVICES (Refer to Scope of Work)			
ITEM NO.	SCOPE OF SERVICES	UNIT	TENDERED RATE (EXCL.VAT)
Provide time based services on the instructions from the Employer for all services as described in the scope of works			
5.1	Principal Agent	Hour	R1417.50
5.2	Professional Architect	Hour	R1060.50
5.3	Professional Senior Architectural Technologist	Hour	R511.00
5.4	Professional Architectural Technologist	Hour	R304.50
5.6	Architectural Draughtsperson	Hour	R217.00
ADDITIONAL SERVICES (Refer to Scope of Work)			
5.7	Special Design Services	Hour	R1060.50
5.9	Special Management Services	Hour	R1060.50
5.10	Special Studies	Hour	R1060.50

SECTION 16: RECOVERABLE EXPENSES

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RECOVERABLE EXPENSES FOR EACH WORKS PROJECT			
ITEM NO.	SCOPE OF SERVICES	UNIT	SUM
16.1	Supplier's cost for materials, equipment, testing and any other recoverable expenses not covered in the contract document will be claimed under this item for each individual Works Project during the Framework contract period.	Sum	The estimated value shown below is used for tender evaluation purposes only R 800 000.00

RECOVERABLE EXPENSES			
ITEM NO.	SCOPE OF SERVICES	UNIT	TENDERED PERCENTAGE
16.2	Supplier's percentage mark-up on item 16.1 above (for tender evaluation purposes ONLY, tenderers must base their percentage mark-up on an estimated value of R 800 000.00	%	6

SECTION 17: DISBURSEMENTS

DISBURSEMENTS/RECOVERABLE EXPENSES (DPSA & TRANSPORT RATES)			
ITEM NO.	SCOPE OF SERVICES	UNIT	TENDERED RATE (EXCL.VAT)
17.1	Printing/Copying A 4 size white paper	Each	R0.95
17.2	Printing/Copying A 4 size coloured paper	Each	R1.35
17.3	Printing/Copying A 3 size white paper	Each	R2.35
17.4	Printing/Copying A 3 size coloured paper	Each	R2.70
17.5	Printing/Copying A 2 size white paper	Each	R19.95
17.6	Printing/Copying A 1 size white paper	Each	R28.80
17.7	Printing/Copying A 0 size white paper	Each	R44.30
17.8	Binding of tender document set	Each	R28.80
17.9	Recoverable expenses in respect of travelling distance Per km shall be reimbursed at the latest standard rates of the Department of Public Works and National Department of Transport's National Travel policy.	Km	R4.96

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DECLARATION (In respect of completeness of Tender)

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

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender No. 294C/2022/23: **FRAMEWORK CONTRACT FOR THE BUILT ENVIRONMENT PROFESSIONALS TO PROVIDE SERVICES TO CORPORATE MUNICIPAL FACILITIES AND OTHER CITY FACILITIES** has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause C.3.2 in Part T1.2 Tender Data.

SIGNATURE OF TENDERER/S

SCHEDULE 11: KEY PERSONNEL

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm.. The Curriculum Vitae and professional Council's certificate of each individual must be appended to this schedule.

CITY OF CAPE TOWN

DIRECTORATE: CORPORATE SERVICES

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FRAMEWORK CONTRACT FOR THE BUILT ENVIRONMENT PROFESSIONALS TO PROVIDE SERVICES TO CORPORATE MUNICIPAL FACILITIES AND OTHER CITY FACILITIES

SCHEDULE 11: KEY PERSONNEL

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm.. The Curriculum Vitae and professional Council's certificate of each individual must be appended to this schedule.

1 STRUCTURAL ENGINEER				
1.1. PROFESSIONAL STRUCTURAL ENGINEER				
NAME	REGISTRATION CATEGORY	DATE OF FIRST REGISTRATION	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE POST REGISTRATION
An Engineer who is registered as a Professional Structural Engineer with the Engineering Council of South Africa (ECSA), who has verifiable post registration experience who has completed projects accumulating to the value of R 20 million rand or more (total contract value in the past 25 years) in the Structural engineering services and who will be responsible for all work carried out in terms of the tender				
TITLE AND BRIEF DESCRIPTION OF PROJECT		VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED
2. CIVIL ENGINEER				
2.1. PROFESSIONAL CIVIL ENGINEER				
NAME	REGISTRATION CATEGORY	DATE OF FIRST REGISTRATION	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE POST REGISTRATION

An Engineer who is registered as a Professional Civil Engineer with the Engineering Council of South Africa (ECSA), who has verifiable post registration experience who has completed projects accumulating to the value of R 10 million rand or more (total contract value in the past 25 years) in the Civil engineering services and who will be responsible for all work carried out in terms of the tender				
TITLE AND BRIEF DESCRIPTION OF PROJECT		VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED
3. MECHANICAL ENGINEER				
3.1. PROFESSIONAL MECHANICAL ENGINEER				
NAME	REGISTRATION CATEGORY	DATE OF FIRST REGISTRATION	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE POST REGISTRATION
An Engineer who is registered as a Professional Mechanical Engineer with the Engineering Council of South Africa (ECSA), who has verifiable post registration experience who has completed projects accumulating to the value of R 20 million rand or more (total contract value in the past 25 years) in the Mechanical engineering services and who will be responsible for all work carried out in terms of the tender				

Engineer who is registered as a **Professional Electrical Engineer** with the Engineering Council of South Africa (ECSA), who has verifiable post registration experience who has completed projects accumulating to the value of R 20 million rand or more (total contract value in the past 25 years) in the Electrical engineering services and who will be responsible for all work carried out in terms of the tender

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

4.2. PROFESSIONAL ELECTRONIC ENGINEER

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An Engineer who is registered as a **Professional Electronic Engineer** with the Engineering Council of South Africa (ECSA), who has verifiable post registration experience who has completed projects accumulating to the value of R 20 million rand or more (total contract value in the past 25 years) in the Electronic engineering services and who will be responsible for all work carried out in terms of the tender

TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED
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5. ARCHITECTURE

5.1. PROFESSIONAL ARCHITECT

NAME	REGISTRATION CATEGORY	DATE OF FIRST REGISTRATION	SACAP REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE POST REGISTRATION
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An Architect who is registered as a **Professional Architect** with the South African Council for the Architectural Profession (SACAP) who has verifiable post registration experience who has completed commercial or office accommodation projects accumulating to the value of R 20 million rand or more (total contract value in the past 25 years) as Senior Principal Agent/Senior Architect and who will be responsible for all work carried out in terms of the tender.

TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED
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6. PROFESSIONAL QUANTITY SURVEYING

NAME	REGISTRATION CATEGORY	DATE OF FIRST REGISTRATION	SACQSP REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE POST REGISTRATION

A Quantity Surveyor who is registered as a **Professional Quantity Surveying** with the South African Council for the Quantity Surveying Profession (SACQSP) who has verifiable post registration experience who has completed projects accumulating to the value of R 20 million rand or more (total contract value in the past 25 years) as a Quantity Surveyor and who will be responsible for all work carried out in terms of the tender.

TITLE AND BRIEF DESCRIPTION OF PROJECT	VALUE OF CONTRACT	EMPLOYER (include contact details)	DATE COMPLETED
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7. PROFESSIONAL PROJECT MANAGER

NAME	REGISTRATION CATEGORY	DATE OF FIRST REGISTRATION	SACPCMP REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE POST REGISTRATION

A Project Manager who is registered as a **Professional Project Manager** with the South African Council for the Project and Construction Management Professions (SACPCMP) who has verifiable post registration experience who has completed projects accumulating to the value of R 20 million rand or more (total contract value in the past 25 years) as a Construction Project Manager and who will be responsible for all work carried out in terms of the tender

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

8. OCCUPATIONAL HEALTH AND SAFETY AGENT/SPECIALIST

NAME	REGISTRATION CATEGORY	DATE OF FIRST REGISTRATION	SACPCMP REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE POST REGISTRATION

A Occupational Health and Safety Agent who is registered as a Professional Health and Safety Agent with the South African Council for the Project and Construction Management Professions (SACPCMP) who has verifiable post registration experience who has completed projects accumulating to the value of R 20 million rand or more (total contract value in the past 25 years) as a Construction Health and Safety Agent and who will be responsible for all work carried out in terms of the tender.

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

9. ENVIRONMENTAL ASSESSMENT PRACTITIONER

NAME	REGISTRATION CATEGORY	DATE OF FIRST REGISTRATION	EAPASA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

10. PROFESSIONAL INTERIOR DESIGNER/ARCHITECT

NAME	REGISTRATION CATEGORY	DATE OF FIRST REGISTRATION	SACAP OR IID REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE POST QUALIFICATION

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A Senior Interior Designer who is registered as a **Professional Senior Interior Designer or Higher** who has obtained the minimum of a 4 year full time degree in Interior Design (B.Tech/Bsc degree or BA Hons. Interior Design or higher) from an accredited University or Technical University. Who has verifiable post qualification experience who has completed commercial or office accommodation with interior installations accumulating to the contract value of R 2 million in interior designing, decorating and related studies who will be responsible for all work carried out in terms of the tender.

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

11. PROFESSIONAL TOWN PLANNER

NAME	REGISTRATION CATEGORY	DATE OF FIRST REGISTRATION	SACPLAN REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE POST REGISTRATION

12. PROFESSIONAL LAND SURVEYOR

NAME	REGISTRATION CATEGORY	DATE OF FIRST REGISTRATION	SAGC REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE POST REGISTRATION
13. PROFESSIONAL LANDSCAPE ARCHITECT				
NAME	REGISTRATION CATEGORY	DATE OF FIRST REGISTRATION	SACLAP REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE POST REGISTRATION

SIGNED ON BEHALF OF TENDERER:

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SCHEDULE 13: PROFESSIONAL INDEMNITY INSURANCE

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

CITY OF CAPE TOWN

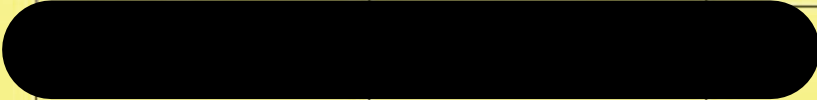
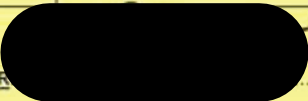
DIRECTORATE: CORPORATE SERVICES

CONTRACT NO. 294C/2022/23

FRAMEWORK CONTRACT FOR THE BUILT ENVIRONMENT PROFESSIONALS TO PROVIDE SERVICES TO CORPORATE MUNICIPAL FACILITIES AND OTHER CITY FACILITIES |

SCHEDULE 13: PROFESSIONAL INDEMNITY INSURANCE

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

SIGNED ON BEHALF OF TENDERER

SCHEDULE 18: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

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

CITY OF CAPE TOWN

DIRECTORATE: CORPORATE SERVICES

CONTRACT NO. Z94C/2022/23

FRAMEWORK CONTRACT FOR THE BUILT ENVIRONMENT PROFESSIONALS TO PROVIDE SERVICES TO CORPORATE MUNICIPAL FACILITIES AND OTHER CITY FACILITIES

SCHEDULE 18: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

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

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

SIGNED ON BEHALF OF TENDERER: [REDACTED]

SIGNED ON BEHALF OF TENDERER:

Part C1: Agreements and Contract Data

	Pages
C1.2 Contract Data (data provided by the Employer)	33 – 43
C1.3 Occupational Health and Safety Agreement	44
C1.4 Insurance Broker’s Warranty	45

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

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

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

"Framework Contract" means the Contract as defined in Clause 1 of the Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015).

"Framework Contract Period" means the period from the date of commencement of contract not exceeding 10 years, subject to Section 33 public participation process of the MFMA.

"Framework Contract Manager" means the person named as the Framework Contract Manager in the Contract Data or any other person appointed from time to time by the Employer and of whom the is notified, in writing, to act as Framework Contract Manager for the particular branch for the purposes of the Contract as substitute for the Framework Contract Manager so named.

The function of the Framework Contract Manager is to administer the Framework Contract, and such functions as would normally fall to the Employer's Agent/Engineer/Principal Agent in accordance with the provisions of the Framework Contract, shall be undertaken by the Framework Contract Manager in this regard.

The Framework Contract Manager shall be an employee of the Employer, authorised as its representative to administer the Framework Contract, and all references to Employer's Agent/Engineer/Principal Agent in the

Contract shall apply to the Framework Contract Manager in respect of his/her administering the Framework Contract

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

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

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

The framework contract period shall be for a period of **10 years** from the commencement date of the contract subject to Section 33 process of the MFMA.

The period relating to a Works project, within the services are to be performed and completed, commencing from the start date.

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

The project is the **FRAMEWORK CONTRACT FOR THE BUILT ENVIRONMENT PROFESSIONALS TO PROVIDE SERVICES TO CORPORATE MUNICIPAL FACILITIES AND OTHER CITY FACILITIES.**

*Add the following to the definition of **Service Provider**:*

The contracting party may be a consortium/joint venture contracting as a formally constituted Joint Venture Partnership, in which all parties are jointly and severally liable. In terms of this definition, the words consortium and joint venture shall be regarded as synonymous.

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

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

*Add the following to the definition of **Start Date**:*

The Start Date is the date when the service provider confirms receipt of one fully completed original copy of this document, including the acceptance part of the form of offer and acceptance, and schedule of deviations (if any).

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

Add the following definition:

Intellectual Property

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

"Purchase Order" means the official purchase order created and released on the City of Cape Town's SAP System.

"Schedules of Rates" means, in this Framework Contract document, the document so designated in the Pricing Data, and which will be used to compile a quotation for Professional Services to be rendered for each Works Project.

"Standby Service Provider" means the second highest ranked eligible (subject to Clause C.1.6.1 in the Tender Data) Service Provider for a branch appointed by the Employer under the Framework Contract to be available to execute Works Projects, for the duration of the Framework Contract Period and then only if the "Winner" declines/refuses a Works Project or unless the Employer considers the "Winner" not to be performing on existing Works Projects.

"Winner" means the highest ranked eligible (subject to Clause C.1.6.1 in the Tender Data) Service Provider appointed by the Employer under the Framework Contract who will be allocated work as and when a Works Project arises for the duration of the Framework Contract Period.

"Works Project" means a part of the Works to be performed (task) by a Service Provider under the Contract, the specific terms, conditions and scope of the Works Project contract being specified in a Works Project Contract Brief

Clause 3

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

Add the following after clause 3.1

Clause 3.2

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

Clause 3.2

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

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is **the Director: Facilities Management**

The address for receipt of communications is: Mr Regan Melody

Telephone: 021 400 1295

E-mail: regan.melody@capetown.gov.za

Postal Address: PO Box 298
CAPE TOWN
8000

Physical Address: Podium Block
Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

Clause 3.4.1:

Add the following to the first sentence:

... , and may be given as set out hereunder and shall be deemed to have been received when:

- a) hand delivered – on the working day of delivery
- b) sent by registered mail – five (5) working days after mailing
- c) sent by email or telefax – one (1) working day after transmission

Clause 3.5:

Add the following:

The location for the performance of the Project will be the **OFFICE** of the service provider during the period of each signed works package/project, together with the site of the proposed sites situated within the City of Cape Town Municipal area. Key personnel will be expected to work out of the office as the exigencies of this contract require and establish the office within 30 calendar days in the City of Cape Town boundaries. The address of the office will be that as indicated on Schedule 1, Part T2.2: Returnable Schedules, and which will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission

Clause 3.9.1:

Add the following after f):

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

Clause 3.9.2:

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

Add the following at the end of the clause:

Should any of the event described in clause 3.9.1 occur, the professional fees and disbursement may be adjusted in a fair and reasonable manner. The Service Provider shall, however, not be entitled to an adjustment to the extent

that the variation is due to the negligence or default of the Service Provider. The Service Provider is required to provide all necessary substantiating documents required by the employer to evaluate the request for variation.

Clause 3.9.3:

Delete the clause and replace with the following:

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

Clause 3.9.2:

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

[]

Clause 3.9.3:

Add the following:

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

[]

Clause 3.12

Delete the heading and replace with "Penalties and fines"

Clause 3.12.1

Add the following:

The penalty amount per day is as follows:

The penalty for failing to submit reports, drawings, and tender/contract documentation within the prescribed time is **5%** of the particular scope of services (all stages) |

Add the following after 3.12.2

Clause 3.12.3

The Employer may impose the following additional penalties or fines:

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

Clause 3.15.1:

Add the following:

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

[]

Clause 3.16.2:

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

[]

Add the following:

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

[]

Clause 4.7:

Add the following:

The Employer shall pay the Service Provider for services rendered in accordance with the provisions of the Contract.

Add the following clause after 4.7:

Clause 4.8: Procedures for the allocation of works projects

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

If the "Winner" declines the Works Project due to lack of capacity at that time, the Employer reserves the right to offer the Works Project to the "Standby Service Provider,

The procedures are summarised under the steps below:

Step 1: The Employer's Framework Contract Manager together with the Employer's Project Manager for the project compiles a Works Project Brief and any terms and conditions associated for a particular works project. This Works Project Brief outlines the broad details of the project and includes, but is not limited to:

- 1) Reference drawings, plans and other information.
- 2) Time frames/milestones and a required completion date.

Step 2: The Employer issues the Works Project Brief to the designated representative of the "Winner". If, at this stage the "Winner" declines the work, the Employer reserves the right to consider the "Standby Service Provider" for this particular works project.

Step 3: If the "Winner" accepts the work, a project briefing session/site meeting is organised.

Step 4: After the project briefing session/site meeting, the Service Provider will provide the Employer with an estimated cost for the preparation of a Works Project proposal. Once accepted/acknowledged, the "Winner"/"Standby Service Provider" prepares and submits a Works Project Proposal (within the specified time) for approval by the Employer which includes the following documents:

- 1) The Scope of the works;
- 2) A methodology - extent of methodology required will be dependent on scope of work (as advised by Employer);
- 3) A programme of the work;
- 4) Agreed time frames/milestones;
- 5) Proposed resources (project team);
- 6) A list of CVs for each of the project team members, their company's name and the company's BBBEE status level; vii) Resource-based costing; (i.e. tasks, staff allocation, hours and rates)
- 7) A cost proposal which includes the cost of any associated fees and services and an estimated cost of construction (where applicable).

Step 5: Following submission of these documents, the Employer will review the Works Project proposal.

Step 6: If the Works Project proposal is satisfactory, the Employer will notify the "Winner" in writing to commence with the work. The Employer will confirm the start and end date for the Works Project and the associated cost. All work undertaken on the Works Project, prior to this approval, will be at the Service Provider's cost.

Step 7: If the Employer is not satisfied with the Works Project proposal, consultations will proceed between both parties (Employer and "Winner"). • If consultations are resolved, the Works Project proposal must be revised by the "Winner" and submitted to the Employer for final approval. On approval, the Employer will then inform the "Winner" in writing to commence with the work as for Step 6 above. • If consultations are unresolved, the Employer reserves the right to consider appointing "Standby Service