CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

# 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]

**REGISTRATION NO** [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 Standy Tenderer for item 2 (Civil).

**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 **Executive Director: Corporate Services** 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] (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:



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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



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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.



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## COMPULSORY ENTERPRISE QUESTIONNAIRE



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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 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** [redacted]

**Section 2: VAT registration number, if any:** [redacted]

**Section 2a: National Treasury Central Supplier Database registration number:** [redacted]

**Section 2b: SARS Tax Compliance Status PIN :** [redacted]

**Section 3: cidb registration number, if any:** [redacted]

**Section 4: Particulars of sole proprietors and partners in partnerships**

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

**Section 5: Particulars of companies and close corporations**

Company registration number [redacted]

Close corporation number N/A

Tax reference number [redacted]

| **Section 6: Foreign Bidding Suppliers** | |
|---|---|
| Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered? | ☐Yes ☑No<br>If yes, enclose proof |
| Is tenderer a foreign based supplier for the Goods / Services / Works offered? | ☐Yes ☑No<br>If yes, answer the Questionnaire to Bidding Foreign Suppliers (below) |
| **Questionnaire to Bidding Foreign Suppliers** N/A | |
| 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 the 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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**T2.2 Returnable Schedules ..... 17 – 29**

# 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:

CONTRACT 294C/2022/23: FRAMEWORK CONTRACT FOR THE BUILT ENVIRONMENT PROFESSIONALS TO PROVIDE SERVICES TO CORPORATE MUNICIPAL FACILITIES AND OTHER CITY FACILITIES

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.

ONLY TO BE COMPLETED AT THE ACCEPTANCE STAGE

Signature(s) .....

Name(s) .....

Capacity .....

**for the tenderer**

(Name of organization/tenderer) .....

(Address of organization/tenderer) .....

.....

Name and signature of witness .....

.....

Date 13 May 2026

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

Tender



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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 | [redacted] |
| Business Registration | N/A | 2[redacted] |
| Tax number (VAT) | 4500193497 | 4[redacted] |
| Physical Address | Tower Block, Civic Centre,<br>12 Hertzog Boulevard<br>Cape Town<br>8001 | [redacted] |
| Accepted contract sum including tax | RATES BASED | RATES BASED |
| Accepted contract duration | DATE OF COMMENCEMENT EXPIRING 30 JUNE 2035 | |
| Signed – who by signature hereto warrants authority | Digitally signed by Ernest Sass Date: 2026.07.02 13:29:55 +02'00' SIGN HERE | [redacted] |
| Name of signatory | ERNEST SASS | [redacted] |



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| | | |
|---|---|---|
| Signed: Date | | 13 May 2026 |
| Signed: Location | Cape Town | [redacted] |
| Signed: Witness | A.Maqubela | [redacted] |
| Name of Witness | Asanda Maqubela | [redacted] |



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# 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.

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

[1] Unused Desciplines 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



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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

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

C1.2 Contract Data

Data provided by the Supplier

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

The name of the Supplier is [redacted]

The address of the Supplier is

Physical Address: [redacted]

Postal Address:

Telephone: [redacted] Fax:

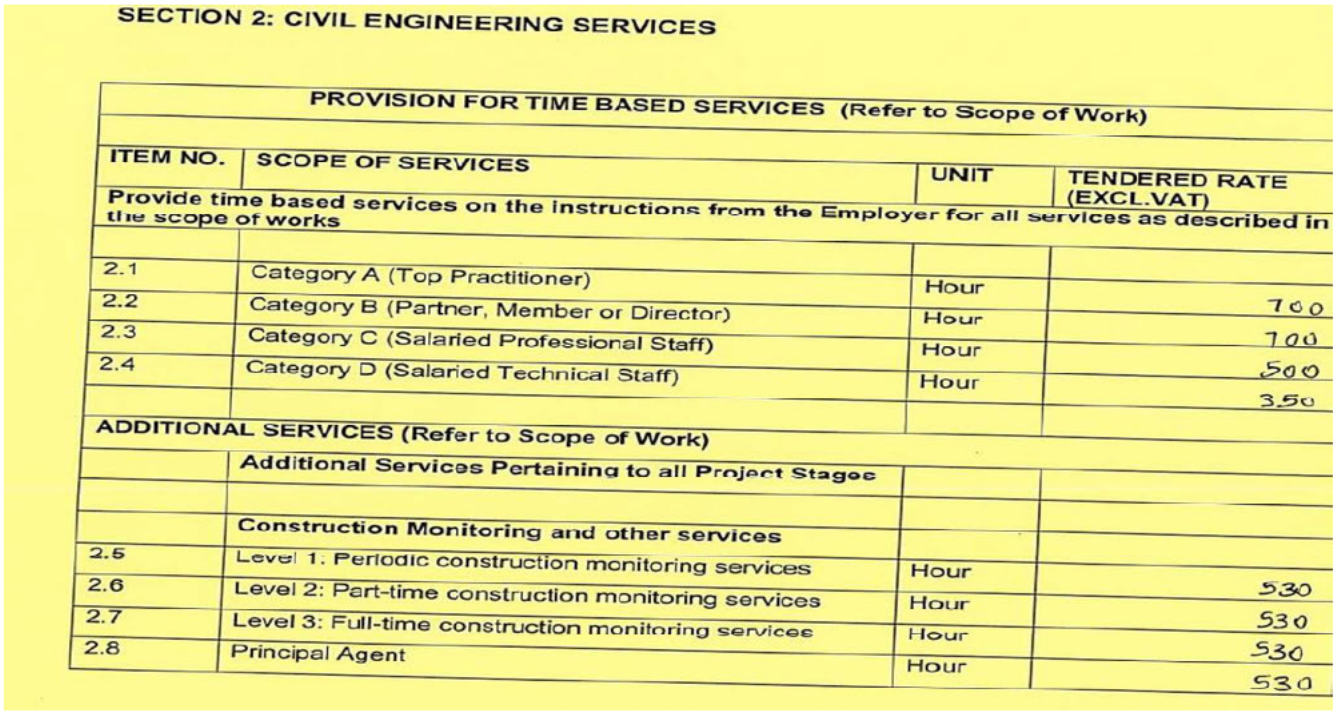
email :

SUPPLIER'S ANNUAL HOLIDAY PERIODS DURING DELIVERY PERIOD

| | | | | |
|---|---|---|---|---|
| Year 1 holiday period | Start date | 11/12/2026 | End date | 03/01/2027 |
| Year 2 holiday period | Start date | 15/12/2027 | End date | 04/01/2028 |
| Year 3 holiday period | Start date | 15/12/2028 | End date | 05/01/2029 |
| Year 4 holiday period | Start date | 14/12/2029 | End date | 06/01/2030 |
| Year 5 holiday period | Start date | 13/12/2030 | End date | 05/01/20231 |
| Year 6 holiday period | Start date | 12/12/2031 | End date | 04/01/2032 |
| Year 7 holiday period | Start date | 11/12/2032 | End date | 03/01/2033 |
| Year 8 holiday period | Start date | 15/12/20233 | End date | 04/01/2034 |
| Year 9 holiday period | Start date | 15/12/2034 | End date | 05/01/2035 |
| Year 10 holiday period | Start date | 14/12/2035 | End date | 07/01/20236 |

# C2.2 Activity Schedule

## SECTION 2: CIVIL ENGINEERING SERVICES



SECTION 2: CIVIL ENGINEERING 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 | | | |
| 2.1 | Category A (Top Practitioner) | Hour | |
| 2.2 | Category B (Partner, Member or Director) | Hour | 700 |
| 2.3 | Category C (Salaried Professional Staff) | Hour | 700 |
| 2.4 | Category D (Salaried Technical Staff) | Hour | 500 |
| | | | 350 |
| ADDITIONAL SERVICES (Refer to Scope of Work) | | | |
| | Additional Services Pertaining to all Project Stages | | |
| | | | |
| | Construction Monitoring and other services | | |
| 2.5 | Level 1: Periodic construction monitoring services | Hour | |
| 2.6 | Level 2: Part-time construction monitoring services | Hour | 530 |
| 2.7 | Level 3: Full-time construction monitoring services | Hour | 530 |
| 2.8 | Principal Agent | Hour | 530 |
| | | | 530 |

## SECTION 16: RECOVERABLE EXPENSES

| 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 | % | 1 |



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## 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 | R0.85 |
| 17.2 | Printing/Copying A 4 size coloured paper | Each | R0.85 |
| 17.3 | Printing/Copying A 3 size white paper | Each | R1.50 |
| 17.4 | Printing/Copying A 3 size coloured paper | Each | R1.50 |
| 17.5 | Printing/Copying A 2 size white paper | Each | R1.50 |
| 16.6 | Printing/Copying A 1 size white paper | Each | R17.00 |
| 16.7 | Printing/Copying A 0 size white paper | Each | R26.00 |
| 16.8 | Binding of tender document set | Each | R18.00 |
| 16.9 | 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 | R0.00 |

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

**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.

[redacted]

SIGNATURE OF TENDERER/S

17 APRIL 2023

DATE

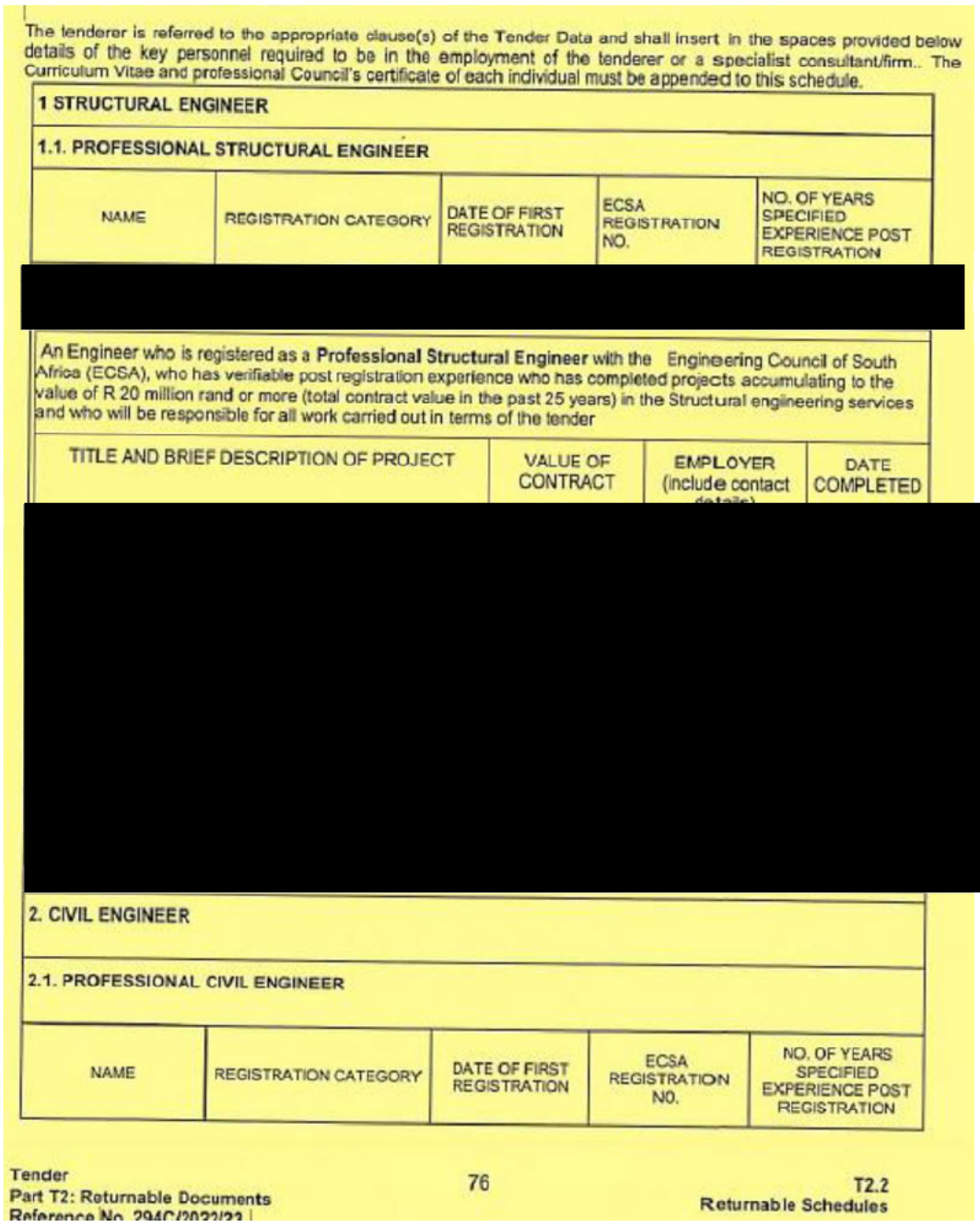


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## SCHEDULE 11: KEY PERSONNEL

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



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 |
|---|---|---|---|---|
| [redacted] | | | | |

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 |
|---|---|---|---|
| [redacted] | | | |

**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 |
|---|---|---|---|---|

Tender
Part T2: Returnable Documents
Reference No. 294C/2022/23

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T2.2
Returnable Schedules



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[redacted]

(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 |
|---|---|---|---|
| [redacted] | | | |
| PLEASE REFER TO CV FOR MORE PROJECT EXPERIENCES | | | |

| | | | | |
|---|---|---|---|---|
| | | | | |

**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 |
|---|---|---|---|---|
| | | N/A | | |

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

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





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|---|---|---|---|---|
| | | | | |

N/A

| 4. ELECTRICAL ENGINEER | | | | |
|---|---|---|---|---|
| 4.1. PROFESSIONAL ELECTRICAL ENGINEER | | | | |
| NAME | REGISTRATION CATEGORY | DATE OF FIRST REGISTRATION | ECSA REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE POST REGISTRATION |
| | | | | |

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 |
|---|---|---|---|
| | | | |

N/A

**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 |
|---|---|---|---|
| | | | |

**6. PROFESSIONAL QUANTITY SURVEYING**

| NAME | REGISTRATION CATEGORY | DATE OF FIRST REGISTRATION | SACOSP 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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N/A

**7. PROFESSIONAL PROJECT MANAGER**

| NAME | REGISTRATION CATEGORY | DATE OF FIRST REGISTRATION | SACPCMP REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE POST REGISTRATION |
|---|---|---|---|---|
| NEIL SANKAR | PROFESSIONAL ENGINEER | 19 NOVEMBER 1998 | D/1144/2006 | 25 YEARS |

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 |
|---|---|---|---|

| | | details) | |
|---|---|---|---|
| [redacted] | | | |
| | | | |

PLEASE REFER TO CV FOR MORE PROJECT EXPERIENCES

**8. OCCUPATIONAL HEALTH AND SAFETY AGENT/SPECIALIST**

| NAME | REGISTRATION CATEGORY | DATE OF FIRST REGISTRATION | SACPCMP REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE POST REGISTRATION |
|---|---|---|---|---|
| | | N/A | | |

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) | |
|---|---|---|---|
| | | | |

N/A

**9. ENVIRONMENTAL ASSESSMENT PRACTIONER**

| 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**





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| NAME | REGISTRATION CATEGORY | DATE OF FIRST REGISTRATION | SAGC REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE POST REGISTRATION |
|---|---|---|---|---|
| | | N/A | | |

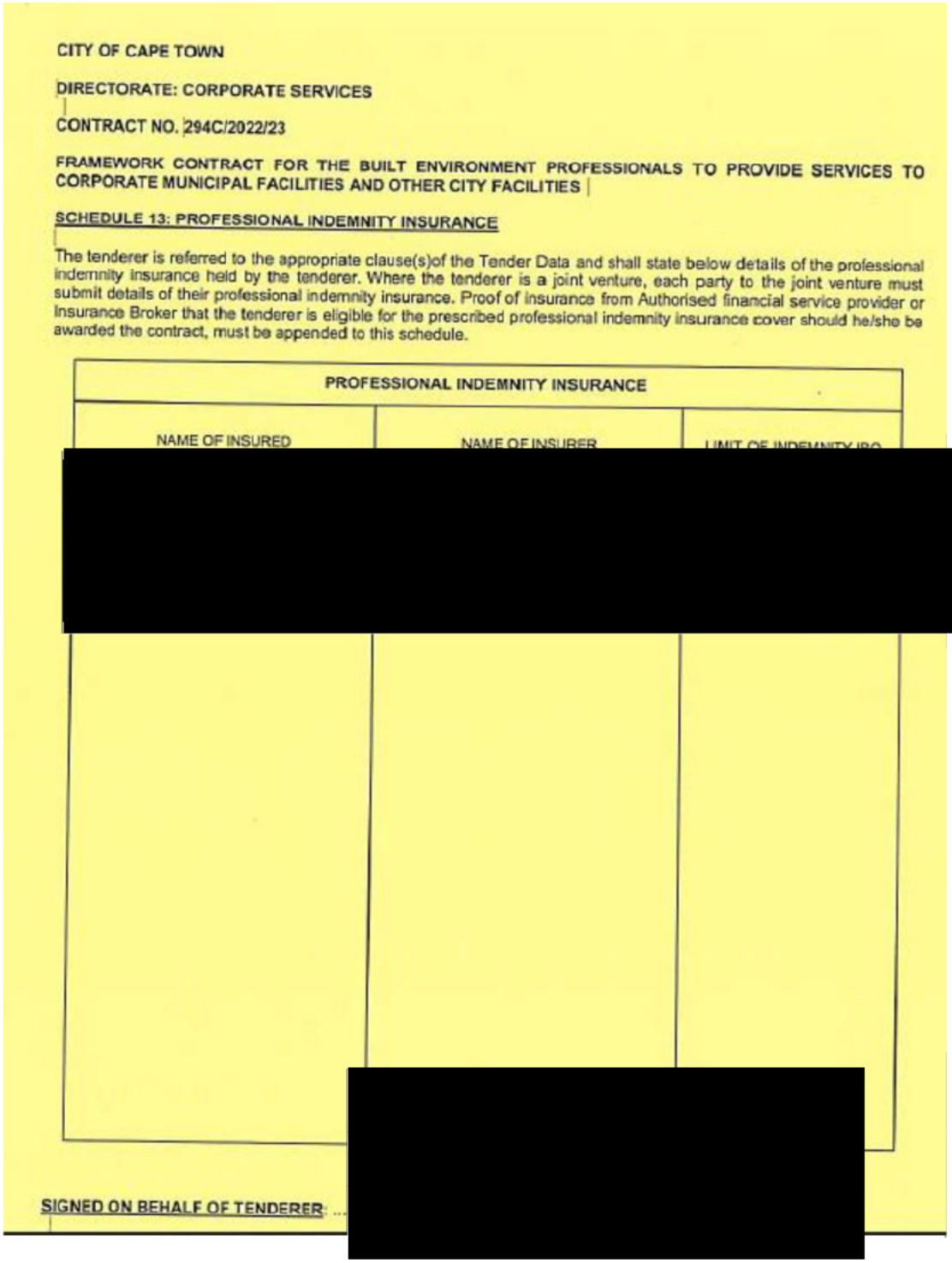
| 13. PROFESSIONAL LANDSCAPE ARCHITECT | | | | |
|---|---|---|---|---|
| NAME | REGISTRATION CATEGORY | DATE OF FIRST REGISTRATION | SACLAP REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE POST REGISTRATION |
| | | | | |

SIGNED ON BEHALF OF TENDERER: [redacted]

## T2.2 Returnable Schedules

**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

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.

| PROFESSIONAL INDEMNITY INSURANCE | | |
|---|---|---|
| NAME OF INSURED | NAME OF INSURER | LIMIT OF INDEMNITY IRO |
| [redacted] | | |
| | | |
| | | |

SIGNED ON BEHALF OF TENDERER: [redacted]

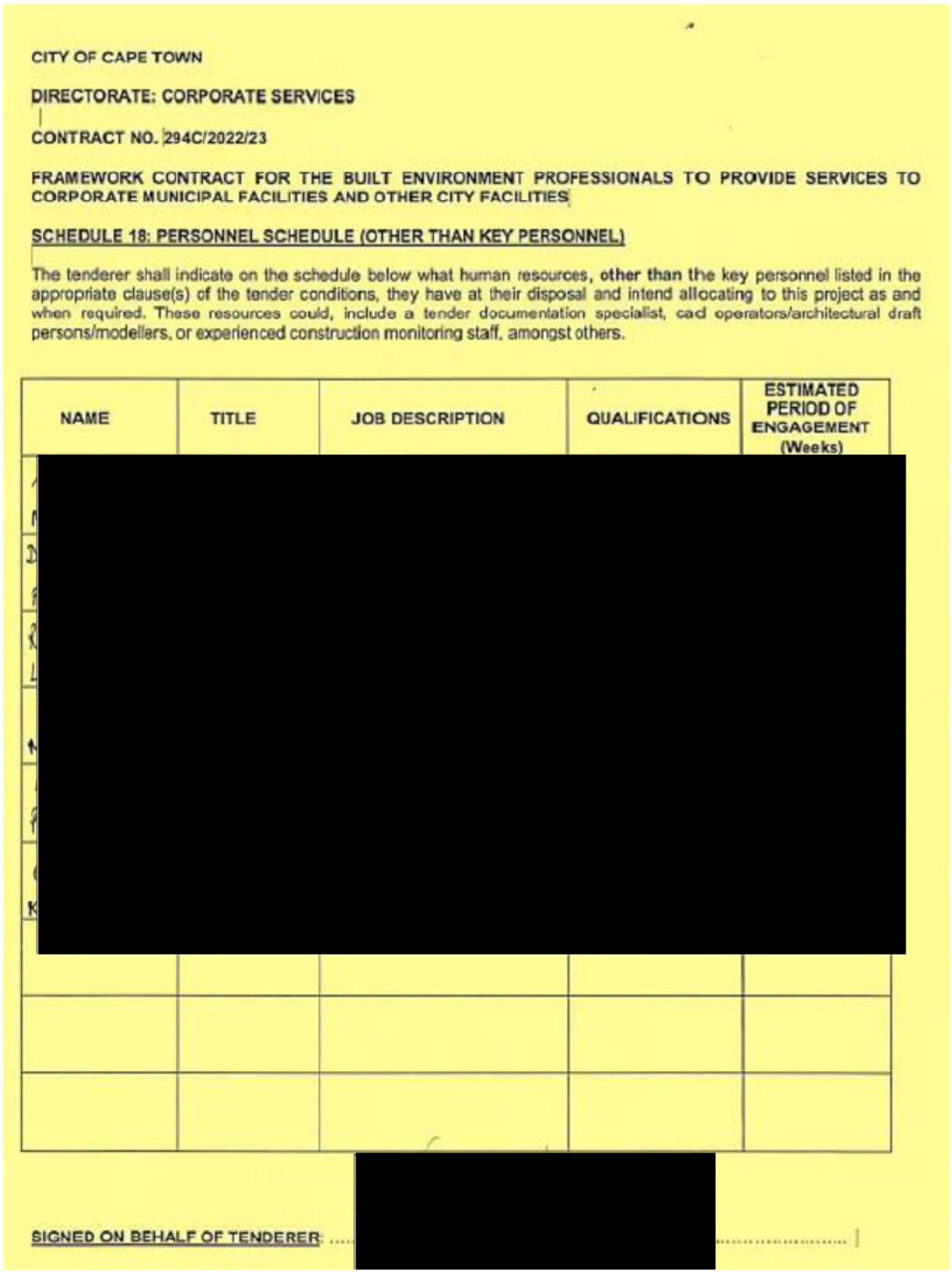


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## SCHEDULE 18: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

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. 294C/2022/23

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

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| NAME | TITLE | JOB DESCRIPTION | QUALIFICATIONS | ESTIMATED PERIOD OF ENGAGEMENT (Weeks) |
|---|---|---|---|---|
| [redacted] | | | | |
| | | | | |
| | | | | |
| | | | | |

SIGNED ON BEHALF OF TENDERER: [redacted]

**SIGNED ON BEHALF OF TENDERER**: .....



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# Part C1: Agreements and Contract Data

Pages

C1.2 Contract Data (data provided by the Employer) .....31 – 41

C1.3 Occupational Health and Safety Agreement.....42

C1.4 Insurance Broker's Warranty .....43

# 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



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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

**Cla9use 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:*



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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,



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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 Provider". The Employer will inform the "Winner" in writing, giving reasons for the decision.

**Step 8:** The Employer will issue the Works Project Brief to the "Standby Service Provider". • If, at this stage the "Standby Service Provider" declines the work, the Employer reserves the right to consider an alternative procurement method for this particular works project. • If the "Standby Service Provider" accepts the



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work, a Works Project Proposal will be submitted as per Step 4 above then Step 9 below.

**Step 9:** Following submission of the documents, the Employer will review the Works Project Proposal from "Standby Service Provider".

**Step 10:** If the Works Project proposal is satisfactory, the Employer will notify the "Standby Service Provider" 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 prior to this approval will be at the Service Provider's cost.

**Step 11:** If the Employer is not satisfied with the Works Project proposal, consultations will proceed between both parties (Employer and "Standby Service Provider"). • If consultations are resolved, the Works Project proposal must be revised by the "Standby Service Provider" and submitted to the Employer for final approval. The Employer will then inform the "Standby Service Provider" in writing to commence with the work as for Step 10 above. • If consultations are unresolved, the Employer reserves the right to consider an alternative procurement method for this particular works project. The Employer will then inform the "Standby Service Provider" in writing, giving reasons for the decision.

**Clause 5.4.1:**
*Add the following:*
The Service Provider is required to take out and maintain, for the full duration of the performance of this contract, the following insurance cover:

a) Professional Indemnity (PI) insurance providing cover in an amount of not less than R10 000 000 in respect of each and every claim during the period of insurance. Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.
b) Public Liability insurance with a limit of indemnity of not less than R20 000 000 for any single claim, the number of claims to be unlimited during the contract period.
c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

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

**Clause 5.4.2**
*Add the following:*
Evidence of insurance or confirmation (warranty) from a reputable Insurance Broker that the required insurances are in place, shall be submitted within **14** days of the Start Date.

*Add the following clause after Clause 5.4.2:*

5.4.3 The Service Provider shall maintain the insurance policy/ies for the duration of the liability period in terms of Clause 13.4 and shall upon request by the Employer provide periodic proof of such insurance.

**Clause 5.5:**
*Add the following:*
The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

a) Replacing any of the key personnel listed at the time of tender.
b) Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract.
c) Making a material change, addition or omission from the approved designs.

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

**Clause 6.4:**
*Add the following clause after Clause 6.3:*

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

**Clause 7.1.2**
*Add the following:*
Key Persons shall be those individuals listed under "Key personnel" in Part C3.1 Scope of Work.

**Clause 7.2.1:**
*Add the following:*
The Service Provider shall provide appropriate Personnel for such time periods as required and shall enter all data pertaining to Personnel and Key Persons on the Personnel Schedule (comprised of Schedules 9 and 16, Part T2.2 : Returnable Schedules).

**Clause 8.1:**
*Add the following:*
The Service Provider is to commence the performance of the Services within **14** days of the Start Date.

**Clause 8.4.1:**
*Delete "or" at the end of Clause 8.4.1(d) and add the following three clauses after Clause 8.4.1(e):*
f) if the Service Provider has failed to provide the required insurances within the prescribed time;
g) if the Service Provider has committed a corrupt or fraudulent act during the tender process or the execution of the Contract;
h) if the Service Provider has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract;
i) if a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its SCM Policy; or
j) The implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
    (i) reports of poor governance and/or unethical behaviour;
    (ii) association with known family of notorious individuals;
    (iii) poor performance issues, known to the Employer;
    (iv) negative social media reports; or
    (v) adverse assurance (e.g. due diligence) report outcomes.

**Clause 8.4.3(c):**
*Add the following:*

The period of suspension under Clause 8.5 is not to exceed 6 months.

**Clause 8.4.4:**
*Delete the content of this clause and replace with the following:*
Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge, including any pro-rata payment for partially completed Services, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

*Add the following after clause 8.4.5:*



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**Clause 8.4.6**
In addition to anything else contained in this contract, the Employer may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated in instances where the Service Provider has been liquidated:

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

**Clause 9:**
*Delete the clause and replace with the following:*

9.1 The Service Provider acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.

9.2 The Service Provider hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.

9.3 The Service Provider shall, and warrants that it shall:

9.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;

9.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the Service Provider produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;

9.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;

9.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer's Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the Service Provider from time to time;

9.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 9.3.1 to 9.3.3 above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

9.4 The Service Provider represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Service Provider of any third party's Intellectual Property rights.

9.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the Service Provider and no copies thereof shall be retained by the Service Provider unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

9.6 Copyright of all documents prepared for the project, and the patent rights or ownership in any plant, machine, item, system or process designed or devised, shall be vested with the Employer. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against



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any claim which may be made against him by any party arising from the use of such documentation for other purposes.

9.7 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.

9.8 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

**Clause 11.1:**
*Add the following:*
A Service Provider may not sub-contract any work which he has the skill and competency to perform, unless he has the Employer's prior approval in writing.

**Clause 12.1.2:**
*Add the following:*
Interim settlement of disputes is to be by **mediation**.

**Clause 12.2.1:**
*Add the following:*
In the event that the parties fail to agree on a mediator, the mediator is nominated by the **President of the South African Institution of Civil Engineering or the Association of Arbitrators.**

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

**Clause 12.3.3:**

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

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

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

An agreement is included in the Contract Document (C1.3 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a licenced compensation insurer) within fourteen (14) days of the Start Date. The Service Provider shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

**Clause 13.4:**
*Delete the content of this clause and replace with the following:*
Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within a liability period of five years, which period shall commence on the earlier of:
(a) Final completion of the construction contract.
(b) Suspension, postponement, expiry or termination of all construction contracts.
(c) Cancellation or termination of this Contract.

**Clause 13.7.3:**
*Add the following clause after Clause 13.7.2:*

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



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

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

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

**Clause 14.6: More frequent payments**
The Service Provider may submit a fully motivated application regarding more frequent payment to the Employer's Project Manager to be submitted to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

**Clause 15:**
*Add the following:*
The interest rate will be the prime interest rate of the Employer's Bank at the time the amount is due.

**Additional Clauses:**

**Clause 16 Protection of Personal Information**

The Supplier acknowledges that, for the purposes of this agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which Purchaser is responsible in terms of Protection of Personal Information Act ("POPIA"). Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.

The Supplier agrees that they will at all times comply with POPIA and Purchaser's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.

The Supplier agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement.

The supplier agrees that it shall notify the Purchaser immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.

Unless so required by law, the Supplier agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of the Purchaser.

The Supplier hereby indemnifies and holds the Purchaser harmless against all claims, losses, damages and costs of whatsoever nature suffered by the Purchaser arising from or in relation to the Supplier's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

The Supplier agrees that the Purchaser may conduct regular data protection audits on the Supplier and undertakes to give its full co-operation in this regard.

**Clause 17 Review Clause**

This Agreement is valid 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.. This Agreement shall be reviewed once every three years; however, in lieu of a review during any period specified, the current Agreement will remain in effect. The purchaser reserves the right



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to reduce or increase the scope of works according to the dictates of the budget, to terminate this contract, and/or to review and terminate this contract as is contemplated in Section 116(1)(b)(iii) of the Local Government: Municipal Finance Management Act 56 of 2003, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The supplier shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, payment for good delivered.

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



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# C1.3 Occupational Health and Safety Agreement

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

## C1.3 Occupational Health and Safety Agreement

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

[redacted] .....,

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

I, [redacted] ....., representing

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

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

COID ACT Registration Number: [redacted] .....

OR Compensation Insurer: .....

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

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

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

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

Signed at DURBAN on the 17 day of APRIL 2023

[redacted]

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

A. Maqubela

Witness

Digitally signed by Ernest Sass
Date: 2026.07.02 13:30:45 +02'00'

for and on behalf of
City of Cape Town

SIGN HERE

# C1.4 Insurance Broker's Warranty

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

## C1.4 Insurance Broker's Warranty

Pro Forma

Logo

*Letterhead of Contractor's Insurance Broker*

Date _____

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

Dear Sir

**CONTRACT NO.:** 294C/2022/23

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

NAME OF CONTRACTOR: [redacted]

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

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

Yours faithfully

Signed: [redacted]

For: [redacted]





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# Part C2: Pricing Data


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# C2.1 Pricing Assumptions

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

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.

2. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:

| | |
|---|---|
| Unit: | The unit of measurement for each item of work. |
| Quantity: | The number of units of work for each item. |
| Rate: | The agreed payment per unit of measurement. |
| Amount: | The product of the quantity and the agreed rate for an item. |
| Sum: | An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units. |

3. A rate, sum, and/or price as applicable, is to be entered against each item in the Activity Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

4. The rates, sums, and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. The rates, sums and prices rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.

5. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.

6. Provision for time-based services for the scope of services as described in the Scope of Work has been made in the Activity Schedule. This provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.

7. The categories of persons (A, B, C, D) in respect of time-based fee rates for professional services shall be as defined in the relevant guideline scope(s) of services (as referenced in the Specifications).

8. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.

9. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, and prices for normal and additional services rendered.

10. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.

11. Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling

expenses in respect of trips exceeding 50km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 50 km.

12. The per kilometre rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. Travelling cost shall be reimbursed at the latest standard rates of the Department of Public Works and National Department of Transport's National Travel policy.

13. Tenderers are to note that the planning for this contract is based on a three-year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.

14. All charges in respect of attendance at meetings and the provision of secretarial services, shall be included in the tendered rate for normal services.

15. In order to be considered for the category the bidder should price for all items indicated in the activity schedule for that category (refer to item 3 and 4 above).

# Part C3: Scope of Work


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# C3.1 Scope of Work

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## 1. INTRODUCTION

The professional service providers are required to provide the professional services necessary, which, in terms of the Municipal Finance Management Act, 56 of 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders form suitably qualified and experienced consulting firms **for Contract No 294C/2022/23: FRAMEWORK CONTRACT FOR THE BUILT ENVIRONMENT PROFESSIONALS TO PROVIDE SERVICES TO CORPORATE MUNICIPAL FACILITIES AND OTHER CITY FACILITIES,** which will be evaluated using a financial offer and preferences based system as described in the tender data.

## 2. BACKGROUND

The City of Cape Town municipality owns and leases out various buildings in the metropolitan. These buildings provide services to the public throughout the year and require alterations, refurbishment/major upgrades and maintenance services, in addition new municipal buildings may be required.

## 3. EMPLOYER'S OBJECTIVE

The employer's objective is to establish professional service providers (PSP) and advisers to assist the City with conceptual planning, detailed design, development of technical n specifications, preparation of tender documentation as well as project management services of the new build, minor and major extensions, minor and major interior alterations installations as well as facility maintenance, upgrades, modernisation and refurbishment projects for municipal facilities within the City of Cape Town.

The amount of work to be undertaken will differ between the various specialists and will be dependent upon the availability of funding.

This PSP will be appointed to render the professional and/or advisory services required on ad hoc basis.

## 4. DESCRIPTION OF THE SERVICES REQUIRED

The Service Provider is required to provide the following services:

### 4.1 Engineering Services: Electrical, Mechanical, Structural and Civil

#### 4.1.1 Planning, Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 22 of 2021), as amended or amplified upon in the project brief below.

For pricing purposes, the hourly rate tendered (Part C2.2 Activity Schedule) shall include for all costs in respect of Planning Studies and Assessments as well as the Normal Services described below.

#### 4.1.2 Normal Services

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of the aforementioned Guideline in Clause 4.1.1 above, as amended or amplified upon in the project brief below.

#### 4.1.3 Additional Services

(a) The provision of construction monitoring service as described in Clause 3.3.2 of the aforementioned Guideline in Clause 4.1.1 above, as amended or amplified upon in the project brief below.

(a) The provision of a Principal Agent of the Client as described in Clause 3.3.8 of the aforementioned Guideline in Clause 4.1.1 above, as amended or amplified upon in the project brief below.

#### 4.1.4 Knowledge and experience of green building principles

The City of Cape Town has adopted an Energy and Climate Change Strategy, has drafted Green Building Guidelines and has committed itself to Sustainable Development.

### 4.2 Architectural Services



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### 4.2.1 Standard Services

The provision of all services as described in Clause 1.1 of Board Notice 172 of 2021: Guidelines Scope of Services and Tariff of Fees of Persons Registered in terms of The Architectural Profession, Act 44 of 2000, published in Government Gazette No. 45554, 26 November 2021, as amended or amplified upon in the project brief below.

### 4.2.2 Additional Services

(a) The provision of Special Design Services as described in Clause 1.2.1.1 of Board Notice 172 of 2021: Guidelines Scope of Services and Tariff of Fees of Persons Registered in terms of The Architectural Profession, Act 44 of 2000, published in Government Gazette No. 45554, 26 November 2021, as amended or amplified upon in the project brief below.

(b) The provision of Special Management Services as described in Clause 1.2.1.2 of Board Notice 172 of 2021: Guidelines Scope of Services and Tariff of Fees of Persons Registered in terms of The Architectural Profession, Act 44 of 2000, published in Government Gazette No. 45554, 26 November 2021, as amended or amplified upon in the project brief below.

(c) The provision of Special Studies as described in Clause 1.2.1.3 of Board Notice 172 of 2021: Guidelines Scope of Services and Tariff of Fees of Persons Registered in terms of The Architectural Profession, Act 44 of 2000, published in Government Gazette No. 45554, 26 November 2021, as amended or amplified upon in the project brief below.

### 4.2.3 Knowledge and experience of green building principles

The City of Cape Town has adopted an Energy and Climate Change Strategy, has drafted Green Building Guidelines and has committed itself to Sustainable Development

## 4.3 Quantity Surveying Services

### 4.3.1 Standard Services

The provision of all services described in Clauses 2 of the 2015 Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the project brief below.

### 4.3.2 Additional Services

(a) Appointment as Principal Consultant as described in Clause 10.29 of the 2015 Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the project brief below.

(b) Appointment as Project Monitor as described in Clause 10.33 of the 2015 Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the project brief below.

### 4.3.3 Knowledge and experience of green building principles

The City of Cape Town has adopted an Energy and Climate Change Strategy, has drafted Green Building Guidelines and has committed itself to Sustainable Development.

## 4.4 Project Management Services

### 4.4.1 Standard Services

The provision of all services described in Clauses 1.0 to 6.0 (inclusive) of Board Notice 168 of 2019: Guidelines Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions, Act 48 of 2000, published in Government Gazette No. 42697, 13 September 2019, as amended or amplified upon in the brief below



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### 4.5 Occupation Health and Safety Services

#### 4.5.1 Standard Services

The provision of all services described in Clauses 2.2.1 – 2.2.6 of the of the registration rules for Construction Health and Safety Agents in terms of section 18 (1) of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000), as amended or amplified upon in the project brief below.

#### 4.5.2 Additional Services

(a) Appointment as Asbestos Approved Inspection Authority (AAIA).

## 5. EXTENT OF THE SERVICES

This tender does require the services of the professional service providers and that would predominantly related to municipal facilities building and municipal depots.

The activity schedule has been structured in such a way that Service Providers are to tender, inter alia, a hourly rates.

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

## 6. USE OF REASONABLE SKILL AND CARE

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.

## 7. BRIEF

### 7.1 Terms of Reference

The purpose of this contract is to procure the professional services necessary to implement the Employers objective of new build, minor and major extensions, minor and major interior alterations installations as well as facility maintenance, upgrades, modernisation and refurbishment projects for municipal facilities within the City of Cape Town.

It is also a requirement of this contract that the Service Provider has in its employment, or employs the services of, one or more, experienced registered professionals who has previously acted as Project Manager, Architect, Architectural Technologist, Architectural Draughtsperson, Civil, Structural, Mechanical Engineers, Electrical, Quantity Surveying, Construction Health and Safety Agent, Interior Designer, Environmental Assessment Practitioner, Town Planner, Land Surveyor, Landscape Architect, Heritage Practitioner and GBCSA Practitioner provided input into construction, alterations and renovation projects.

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

### 7.2 Specific Requirements

#### 7.2.1 Engineering Services

**The Engineering services are to include the following services in project types:**

(1) Works types for Civil and Structural Engineering Services
All services related to water, municipal and building civils, geotechnical, reinforced concrete, structural steel and building structural.



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(2) Works types for Mechanical Engineering Services

All services related to building and engineering:
- Green building design and energy management
- Specialised smoke extraction, fire protection systems such as gas suppression, fire sprinkler protection, fire hose reels, fire hydrant systems, foam extinguishing, etc.
- HVAC systems, air supply and extraction systems, etc.
- Mechanical plant and equipment such as lifts, escalators, diesel burners, etc.
- Wet services, plumbing and drainage design internally in buildings
- Refrigeration and cold storage

(3) Works types for Electrical and Electronic Engineering Services

All services related to engineering and building:
- Green building design and energy management
- Communications, data, telephone and IT cabling systems
- Energy generation and transmission
- Fire protection, security and access control
- Building facilities infrastructure, electrical and electronic installations
- LV and MV Distribution

**7.2.1.1 Planning, Studies, Investigations and Assessments**

The Service Provider shall carry out all of the studies and investigations necessary to determine the a scope of work for each project.

The cost of Planning, Studies, Investigations and Assessments shall be priced into the hourly rate for the professional engineering services required, which include the rate for normal services as described and or time based. The services described in clause 3.1 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 22 of 2021) will normally be remunerated on a time and cost basis.

**Deliverables required include**:,

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

**7.2.1.2 Normal Services**

**Stage 1 – Inception**

The Service Provider shall provide those services as described in the relevant section of the aforementioned Guideline in Clause 4.1.1 above, as are necessary to establish the Employer's requirements and preferences, assess user needs and options and confirm the project brief moving forward including project objectives, priorities, constraints, assumptions aspirations and strategies.

**Deliverables required include:**

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

**Stage 2 - Concept and Viability (Preliminary Design)**

The Service Provider shall provide those services as described in the relevant section of the aforementioned Guideline in Clause 4.1.1 above, as are necessary to prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary and viability of the project.
**Deliverables required include:**

- Concept design

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

**Stage 3 - Design Development (Detail Design)**

The Service Provider shall provide those services as described in the relevant section of the aforementioned Guideline in Clause 4.1.1 above, as are necessary to develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project.

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

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

The design development shall consider and minimise disruption to the working environment of staff adjacent to renovated areas. Form of screen at public entrances, corridors and private working areas must be considered to minimise loss of privacy and entry into the properties and those immediately adjacent.

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

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

**Deliverables required include:**

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

**Stage 4 – Documentation and Procurement**

The Service Provider shall provide those services as described in the relevant section of the aforementioned Guideline in Clause 4.1.1 above, as are necessary to prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.

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

The Service Provider should note that it is the Employer's preference that all payment items must be measured out in the Bills of Quantities, as opposed to the use of provisional sums or prime cost items. Should monetary allowances in excess of R300 000 (incl. VAT) in respect of provisional sums or prime cost items have been included in the bid documents, where the work items to which the sums relate are to be execute/supplied by sub-contractors/suppliers, then the SCM processes should be followed, This will include the preparation of a tender document, advertising and receiving tenders, and evaluating same on behalf of the contractor, at no extra cost to the Employer.

The Service Provider shall attend a Bid Specification Committee meeting prior to the finalisation of the contract document and the advertising of tenders. All comments of the committee shall be incorporated into the final contract documents. A standard City's template of the draft contract document shall be



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submitted to the Employer for scrutiny at least one week prior to the Bid Specification Committee meeting taking place.

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

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

The Service Provider shall, during the tender period, attend and respond to all technical queries received during this period.

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

Once approved by the Employer, the Contract Manager shall facilitate the signing up of the construction contract.

**Deliverables required include:**

- Specifications
- Services co-ordination
- Working drawings
- Budget construction cost
- Tender documentation
- Assist with tender technical evaluation

**Stage 5 – Contract Administration and Inspection**

The Service Provider shall provide those services as described in the relevant section of the aforementioned Guideline in Clause 4.1.1 above, as are necessary to manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

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

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

**Deliverables required include:**

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

**Stage 6 – Close-Out**

The Service Provider shall provide those services as described in the relevant section of the aforementioned Guideline in Clause 4.1.1 above, as are necessary to fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project.

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

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

**Deliverables required include:**

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

#### 7.2.1.3 Additional Services

The Service Provider shall provide those services as described in the relevant section of the aforementioned Guideline in Clause 4.1.1 above, as are additional to the normal services provided.

Additional services anticipated in Clause 3 of Board Notice 22 of 2021: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No. 44933, 26 March 2021, will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the Supplier by the employer.

The following additional services shall form part in this tender:

- Construction monitoring level 1, 2 and 3
- Principal agent of the client

### 7.2.2 Architectural Services

The Service Provider shall provide those services as described in the relevant section of the aforementioned Guideline in Clause 4.2.1 above. The architectural service required is in respect of input into the concept and viability and design development, documentation and procurement, construction and close-out stages of the project. The function of each work stage relevant to the service as follows:

#### 7.2.2.1 Standard Services

**Stage 1: Inception**

1.1 Receive, appraise and report on the clients requirements with regard to:

- Client's brief
- Site and rights and constraints
- Budgetary constraints
- the need for consultants
- project programme
- methods of contracting

**Stage 2: Concept and viability**

2.1 Prepare an initial design and advise to:

- the intended space provisions and planning relationships.
- proposed materials and intended building services.
- the technical and functional characteristics of the design.

2.2 Check for conformity of the concept with the rights to the use of the land.
2.3 Review the anticipated costs of the project.
2.4 Review the project programme.
2.5 Prepare Business case



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**Stage 3: Design development**

3.1 Confirm the scope and complexity.
3.2 Review the design, and consult with local and statutory authorities.
3.3 Develop the design, construction system, materials and components.
3.4 Incorporate and co-ordinate all services and the work of consultants.
3.5 Review the design, costing and programme with the consultants.

**Stage 4: Documentation and procurement**

4.1 Prepare documentation required for local authority submission:

- Co-ordinate technical documentation with the consultants and complete primary co-ordination.
- Prepare specifications for the works.
- Review the costing and programme with the consultants.
- Obtain the client's authority, and submit documents for approval.

4.2 Complete construction documentation and proceed to call for tenders:

- Obtain the client's authority to prepare documents for to procuring offers for the execution of the works.
- Obtain offers for the execution of the works.
- Evaluate offers, and recommend on awarding the building contract.
- Prepare the contract documentation, and arrange the signing of the building contract.

**Stage 5: Construction**

- Administer the building contract.
- Give possession of the site to the contractor
- Issue construction documentation.
- Initiate and/or check sub-contract design and documentation that are appropriate.
- Inspect the works for conformity to the contract documentation and acceptable quality.
- Administer and perform the duties and obligations assigned to the building contract.
- Issue the certificate of practical completion.
- Assist the client in obtaining the occupation certificate.

**Stage 6: Close-out**

- Facilitate the project close-out including supporting documentation, etc.
- Issue final completion certificate.
- Provide as-built drawings and relevant technical and contractual undertakings by the contractor and sub-contractor.

**7.2.2.3 Additional Services**

7.2.2.3.1 Special design services

- Rational design and Green star design.
- Master planning.
- Liaison with special designers and specialist consultants.
- Purpose-made items.
- Promotional material and art work.
- Plant operation and production layouts.
- Building information modelling services beyond design, verification and space audits.

7.2.2.3.2 Special management services

- Elaboration of architectural professionals services including inter alia: the preparation of broad project parameters, project scope statements, project milestones, budget and cash-flow forecasts, tender enquiry documentation, contractor and supplier selection, adjudication and tender awards, progress status monitoring, variations management, quality management over and above the industry norm, communication management, payment processing and final account close-outs.
- Cost and valuation services.
- Special inspections.

7.2.2.3.3 Special studies

- Preparation of the client's brief.
- Site selection.
- Feasibility studies.
- Environmental studies.
- Energy analysis.
- Energy studies, studies and planning.
- Market surveys.
- Traffic studies – participation in traffic-flow studies.
- Building condition assessments
- Building Life Cycle Analysis

### 7.2.4 Quantity Surveying Services

The Service Provider shall provide those services as described in the relevant section of the aforementioned Guideline in Clause 4.2.1 above.

#### 7.2.4.1 Standard Services

**Stage 1: Inception**

- Assisting in developing a project brief.
- Project initiation meetings.
- Advising on the procurement policy for the project.
- Advising on economic factors affecting the project.
- Advising on financial design criteria.
- Agreed scope of work.
- Agreed services.
- Signed client agreement.

**Stage 2: Concept and Viability**

- Agreeing the documentation programme.
- Attending design and consultants meetings.
- Reviewing and evaluating design concepts.
- Receiving data and cost estimates from others.
- Preparing preliminary and elemental estimates of construction cost.
- Preparing a financial viability report.
- Auditing space allocation against the initial brief.
- Liaising, co-operating and providing necessary information to the client as described above.

**Stage 3: Design Development**

- Reviewing the documentation programme.
- Attending design and consultants meetings.
- Reviewing and evaluating design and outline specifications and exercising cost control.
- Receiving relevant data and cost estimates from others.
- Preparing detailed estimates of construction cost.
- Assisting the client in reviewing the financial viability report.
- Commenting on space and accommodation allowances and preparing an area schedule.
- Liaising, co-operating and providing necessary information to the client as described above.

**Stage 4: Documentation and Procurement**

- Attending design and consultant's meetings
- Assisting the principal consultant in the formulation of the procurement strategy for contractors, etc.
- Reviewing working drawings for compliance with the approved budget of construction cost and financial viability.
- Preparing documentation for both principal and subcontract procurement.
- Assisting the principal consultant with calling of tenders and negotiation of prices.
- Assisting with financial evaluation of tenders.
- Assisting with preparation of contract documentation for signature.



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**Stage 5: Contract Administration and Inspection**

- Attending the site handover.
- Preparing schedules of predicted cash flow.
- Preparing pro-active estimates for proposed variations for client decision-making.
- Attending regular site, technical and progress meetings.
- Adjudicating and resolving of contractual claims by the contractor(s).
- Assisting in the resolution of contractual claims by the contractor (s).
- Establishing and maintaining a financial control system.
- Preparing valuations for payment certificates to be issued by the principal agent.
- Preparing final account(s) including remeasurement(s) as required for the works on a progressive basis.
  and for which the following deliverables are applicable:

- Schedule(s) of predicted cash flow.
- Estimates for proposed variations.
- Financial control reports.
- Valuations for payment certificates.
- Progressive and draft final account (s).

**Stage 6: Close-Out**

- Preparing valuations for payment certificates to be issued by the principal agent.
- Concluding final account(s)
- Valuations for payment certificates
- Final account(s)

**7.2.5 Project Management Services**

The Service Provider shall provide those services as described in the relevant section of the aforementioned Guideline in Clause 4.4.1 above.

**7.2.5.1 Standard Services**

**Stage 1: Inception**

- Facilitate the development of a clear project brief.
- Establish the client's procurement policy for the project.
- Assist the client in the procurement of the necessary and appropriate consultants including the clear definition of their roles, responsibilities and liabilities.
- Establish in conjunction with the client, consultants and all relevant authorities the site characteristics necessary for the proper design and approval of the intended project.
- Manage the integration of the preliminary design to form the basis for the initial viability assessment of the project.
- Prepare, co-ordinate and monitor a project initiation programme.
- Facilitate the preparation of the preliminary viability assessment of the project.
- Facilitate client approval for all stage 1 documentation.

**Deliverables:**

- Project brief
- Project procurement policy.
- Signed consultants/client agreements.
- Project initiation programme
- Record of all meetings
- Approval by client to proceed to stage 2

**Stage 2: Concept and Viability**

- Assist the client in the procurement of the necessary and appropriate consultants
- Advise the client on the requirement to appoint a Health and Safety Consultant.
- communicate the project brief to the consultants and monitor the development of the concept and feasibility within the agreed brief.
- Co-ordinate and integrate the income stream requirements of the client into the concept design and feasibility.

- Agree the format and procedures for cost control and reporting by the consultants on the project.
- Manage and monitor the preparation of the project costing by other consultants.
- Prepare and co-ordinate an indicative project documentation and construction programme.
- Manage and integrate the concept and feasibility documentation for presentation to the client for approval.
- Facilitate client approval of all stage 2 documentation.

**Deliverables:**

- Signed consultant/client agreements.
- Indicative project documentation and construction programme.
- Approval by client to proceed to stage 3.

**Stage 3: Design Development**

- Assist the client in the procurement of the balance of the consultants
- Establish and co-ordinate and agree the formal and informal communication structure, processes and procedures for the design development of the project.
- Prepare, co-ordinate and agree a detailed design and documentation programme, based on an updated indicative construction programme, will all consultants.
- Manage, co-ordinate and integrate the design by the consultants in a sequence to suit the project design, documentation programme and quality requirements.
- Conduct and record the appropriate planning, co-ordination and management meetings.
- Facilitate any input from the design consultants required by Construction Manager on constructability.
- Facilitate any input from the design consultants required by Health and Safety on constructability.
- Manage and monitor the timeous submission by the design team of all plans and documentation to obtain the necessary statutory approvals.
- Establish responsibilities and monitor the information flow between the design team, including the cost consultants.
- Monitor the preparation by the cost consultants of cost estimates, budgets, and cost reports.
- Monitor the cost control by the cost consultants to verify progressive design compliance with approved budget, including necessary design reviews to achieve budget compliance.
- Facilitate and monitor the timeous technical co-ordination of the design by the design team.
- Facilitate client approval of all Stage 3 documentation.

**Deliverables:**

- Signed consultant/Client agreements
- Detailed design and documentation programme
- Updated indicative construction programme
- Record of all meetings
- Approval by Client to proceed to Stage 4

**Stage 4: Documentation and Procurement**

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

The Service Provider should note that it is the Employer's preference that all payment items must be measured out in the Bills of Quantities, as opposed to the use of provisional sums or prime cost items. Should monetary allowances in excess of R300 000 (incl. VAT) in respect of provisional sums or prime cost items have been included in the bid documents, where the work items to which the sums relate are to be execute/supplied by sub-contractors/suppliers, then the SCM processes should be followed. This will include the preparation of a tender document, advertising and receiving tenders, and evaluating same on behalf of the contractor, at no extra cost to the Employer.

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

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

The Service Provider shall, during the tender period, attend and respond to all technical queries received during this period.

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

Once approved by the Employer, the Contract Manager shall facilitate the signing up of the construction contract.

The services include the following:

- Select, recommend and agree the procurement strategy for contractors, subcontractors and suppliers with the client and consultants.
- Prepare and agree the project procurement programme.
- Co-ordinate and monitor the preparation of the tender documentation by the consultants in accordance with the project procurement programme.
- Facilitate and monitor the preparation by the Health and Safety Consultant of the Health and Safety specification for the project.
  Participate the tender process in accordance with agreed procedures, including calling for tenders, adjudication of tenders, and recommendation of appropriate contractors for approval by the client.
- Advice the client, in conjunction with other consultants of the tender prices with the project budget.
- Agree the format and procedures for monitoring and control by the cost consultants of the cost of the works.
- Facilitate client approval of the tender recommendations (s).

**Deliverables**

- Contractors, subcontractors, and suppliers procurement strategy
- Project procurement programme
- Project tender/contract conditions
- Record of all meetings
- Approval by Client of tender recommendation (s).

**Stage 5: Construction**

- Appoint contractor(s) on behalf of the client including the finalization of all agreements.
- Instruct the contractor on behalf of the client to appoint subcontractors.
- Receive, co-ordinate, review and obtain approval of all contract documentation provided by the contractor, subcontractors, and suppliers for compliance with all of the contract requirements.
- Monitor the ongoing projects insurance requirements.
- Facilitate the handover of the site to the contractor.
- Establish and co-ordinate the formal and informal communication structure and procedures for the construction process.
- Regularly conduct and record the necessary site meetings.
- Monitor, review and approve the preparation of the contract programme by the contractor.
- Regularly monitor the performance of the contractor against the contractor programme.
- Review and adjudicate circumstances and entitlements that may arise from any changes required to the contract programme.
- Monitor the preparation of the contractor's Health and Safety plan and approval thereof by the Health and Safety Consultant.
- Monitor the auditing of the contractor's Health and Safety plan by the health and safety consultant.
- Monitor the compliance by the contractors of the requirements of the Health and Safety consultant.
- Monitor the production of the Health and Safety file by the Health and Safety Consultant and contractors.
- Monitor the preparation by the Environmental Consultants of the Environmental Management Plan.
- Establish the construction information distribution procedures.



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- Agree and monitor the construction documentation schedule for timeous delivery of required information to the contractors.
- Expedite, review and monitor the timeous issue of construction information to the contractors.

- Manage the review and approval of all necessary shop details and product propriety information by the design consultants.
- Establish procedures for monitoring, controlling and agreeing all scope and cost variations.
- Agree the quality assurance procedures and monitor the implementation thereof by the consultants and contractors.
- Monitor, review, approve and certify monthly progress payments.
- Receive, review and adjudicate any contractual claims.
- Monitor the preparation of monthly cost reports by the cost consultants.
- Monitor long lead items and off-site production by the contractors and suppliers.
- Prepare monthly project reports including submission to the client.
- Manage, co-ordinate and monitor all necessary testing and commissioning by consultants and contractors.
- Co-ordinate, monitor and issue the Practical completion lists and the certificate of practical completion.
- Co-ordinate and monitor the preparation and issue of the works completion list by the consultants to the contractors.
- Monitor the execution by the contractors of the defect items to achieve works completion.
- Facilitate and co-ordinate adequate access with occupant for the rectification of defects by the contractors.

**Deliverables:**

- Signed contractor(s) agreements
- Agreed contractor programme
- Adjudication and award of contractual claims
- Construction documentation schedule
- Monthly progress payment certificates
- Monthly project progress reports
- Record of all meetings
- Certificates of practical completion.

**Stage 6: Close-Out**

- Issue the works completion certificate
- Manage, co-ordinate and expedite the preparation by the design consultants of all as-built drawings and design documentation
- Manage and expedite the procurement of all operating and maintenance manuals as well as all warrantees and guarantees.
- Manage and expedite the procurement of all statutory compliance certificates and documentation
- Manage the finalization of the Health and Safety file for submission to the Client
- Co-ordinate, monitor and manage the rectification of defects during the defects liability period
- Manage, co-ordinate and expedite the preparation and agreement of the final account by the cost consultants with the relevant contractors
- Co-ordinate, monitor and issue the final completion defects list and certificate of final completion.
- Prepare and present project closeout report.

**Deliverables:**

- Works completion certificate
- Certificate of final completion
- Record of all meetings
- Project closeout report.

4 (2) of Board Notice 168 of 2019: Guidelines Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of Project and Construction Management Professions, Act 48 of 2000, published in Government Gazette No. 42697,13 September 2019.

**7.2.6 Occupational Health & Safety Services**

The Service Provider shall provide those services as described in the relevant section of the aforementioned Guideline in Clause 4.5.1 above.



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**7.2.6.1 Standard Services**

**Stage 1: Project initiation and Briefing**

The Health and Safety services required is in respect on agreeing client requirements and preferences, assessing user needs and options, appointment of necessary consultants/specialist/authorities in establishing project brief, objections, priorities, constraints, assumptions and strategies in consultation with client. The services that will be required includes the following:

- Demonstrate the Construction Health and Safety Agent competency and resource.
- Assist in developing a clear construction project health and safety brief.
- Attend the construction project initiation meetings.
- Conclude the terms of the agreement with the client.
- Advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for the next stage of the project.
- Advise the client on the adequacy of health and safety competency and resources of the other consultants.
- Identify construction project health and safety risk profile.
- Provide the necessary information within the agreed scope of the construction project to the other consultants.
- Define the Construction Health and Safety Agent scope of work and services.

**Deliverables:**

- Record of construction health and safety agent competency and resource
- Construction project health and safety brief
- Agreed scope of work
- Agreed services
- Signed agreement
- Record of consultants' construction health and safety competency and resource assessments.
- Schedule of required surveys, tests, analyses, site and other investigations.
- Preliminary construction project risk profile.
- Record of construction project health and safety risk communication.

**Stage 2: Concept and Feasibility**

The Health and Safety services required is in respect on finalisation of the project concept and feasibility. The services that will be required include the following:

- Agree the documentation programme with the principal consultant and other consultants.
- Attend design and consultants meetings.
- Review and evaluate design concepts and advise on construction project health and safety in conjunction with the other consultants.
- Review, update and agree the construction project health and safety risk profile and prepare the construction health and safety policy for the construction project.
- Advise on preliminary cost estimates/budgets for construction project health and safety.
- Prepare draft construction project baseline risk assessment.
- Prepare the draft construction project health and safety specification.
- Agree the format and procedures for health, safety and hygiene construction project control.
- Advise and agree with the other consultants/specialist/authorities regarding their construction project health and safety requirements and related design risk management.
- Liaise, co-operate and provide necessary information to the client, consultants and others.

**Deliverables:**

- Updated construction project health and safety risk profile.
- Agreed construction project health and safety policy for the project.
- Draft construction project baseline risk assessment.
- Draft construction project health and safety specification
- Record of appropriate specialists health and safety competency and resource assessments.
- Schedule of required surveys, tests, and other investigations and related reports.
- Record of construction project health and safety risk communication.
- Design risk management process.
- Preliminary cost estimates/budgets for construction project health and safety.
- Approved specialists health and safety plans.

- Specialists health and safety audit reports and record.

**Stage 3: Design Development**

The Health and Safety services required is in respect of manage, coordinate and integrate the detail design development process within the project scope, time, cost and quality parameters.

The services that will be required include the following:

- Review the documentation programme.
- Attend design and consultants meetings.
- Finalise the construction project health and safety risk profile.
- Advise designers of their health and safety legal liabilities and responsibilities.
- Manage, co-ordinate, integrate and record the design risk management process with the other consultants.
- Monitor the integration of health and safety aspects for constructability, maintainability and operationability of the structure during design process and finalise the construction project baseline risk assessment.
- Identify and implement precautions necessary for construction project health and safety control and update the construction project tender health and safety specifications.
- Agree on a format for the health and safety file.
- Assess and approve necessary construction project health and safety plans for early works.
- Monitor the implementation of necessary construction health and safety plans, including periodic audits for early works.
- Assist the cost consultant with detailed information for initial construction project health and and safety cost estimates/budgets
- Liaise, co-operate and provide necessary construction project health and safety information to the client, consultant and others.

**Deliverables:**

- Final construction project health and safety risk profile.
- Record of construction project health and safety risk communication.
- Final construction project health and safety baseline risk assessment.
- Updated draft construction project health and safety specification.
- Design risk management records.
- Schedule of precautions necessary for construction project health, safety and hygiene control.
- Approved early works health and safety plans.
- Early works audit reports and records.
- Initial schedule of construction project health and safety cost estimates/budgets.
- Template for health and safety file.

**Stage 4: Tender Documentation and Procurement**

The Health and Safety services required is in respect of the process of establishing and implementing procurement strategies and procedures, including the preparation of necessary documentation for effective and timeous execution of the project.

The services that will be required include the following:

- Attend design and consultants/specialist/authorities meetings.
- Finalise construction project tender health and safety specifications and integrate with procurement documentation.
- Provide and record construction project health, safety, hygiene and design risk information.
- Prepare construction project health and safety mobilisation and access plans for the construction work.
- Assess samples, mock-ups and products for construction project, structural maintainability and operability health and safety compliance.

**Deliverables:**

- Final construction project tender health and safety specifications.
- Records of construction project health and safety procurement process.
- Construction project health and safety tender evaluation and records.
- Design risk management records.
- Record of construction project health and safety risk communication.

- Construction project health and safety documentation for authorities.
- Evaluation schedule of samples /mock-ups and products.

**Stage 5: Construction Documentation and Management**

The Health and Safety services required is in respect of the management and administration of the construction contracts and processes, including the preparation and coordination of the necessary documentation to facilitate effective execution of the works.

The services that will be required include the following:

- Assess, discuss, negotiate and approve the contractor (s) construction project health and safety plans.
- Submit necessary construction health and safety documentation to authorities and facilitate permits that may be required to commence the construction work.
- Attend the site handover meetings.
- Attend regular site, technical and progress meetings.
- Monitor design risk management.
- Perform adhoc H&S site inspections and report on non-compliance findings.
- Perform incident and accident investigations where necessary.
- Audit compliance with the construction project health and safety plans and brief the project management team and contractor(s) following site audits.
- Facilitate construction health and safety system and plans reviews for continual improvement.
- Monitor the compilation of the construction project health and safety file by the contractor(s).
- Prepare and maintain the consolidated health and safety file.
- Prepare the structure commissioning health and safety plans.

**Deliverables:**

- Approved contractor(s) construction project t health and safety plans, including all construction health and safety appointments.
- Permits to commence construction work.
- Record of meetings, including all construction health and safety matters to be actioned
- Record of revised changes to the construction project health and safety specifications
- Record of revised changes and commissioning of the construction project health and safety plans.
- Records of design risk management.
- Record of site inspections.
- Record of construction project health and safety audit reports.
- Record of contractor (s) construction health and safety performance
- Record of construction project health and safety work stoppage reports
- Record of incident and accident investigations and correction actions
- Record of interactions with the Compensation Commissioner or similar
- Record of construction health and safety system and plans reviews

**Stage 6: Project Close-Out**

The Health and Safety services required is in respect of the process of managing and administering the project close out, including preparation and co-ordination of the necessary documentation to facilitate the effective operation of the project.

The services that will be required include the following:

- Review, discuss and approve the health and safety file with the contractor(s) and manage the construction project health and safety during the defects liability period.
- Prepare the health and safety operations and maintenance report
- Prepare the consolidated construction project health and safety close-out report

**Deliverables:**

- Record of audits during the defects liability period
- Record of construction health and safety risk communication
- Report on approved health and safety file
- Health and safety operations and maintenance report
- Consolidated construction project health safety close-out report

#### 7.2.6.2 Additional Services

Appointment as Asbestos Approved Inspection Authority (AAIA).

- Monitor and oversee the activities of the RAC to ensure compliance with the Asbestos Regulations of the OHS Act, 2001, as amended, and the approved asbestos work plan
- Conduct asbestos air monitoring, conduct/arrange for associated laboratory tests and submit test results and reports all according to the following schedule:
  The reports shall include for remedial work/action to be taken by the RAC, where applicable, and the AAIA shall brief of the RAC accordingly.

  Feedback of tests results, inspections and respective reports to be available within at least 2 (two) working days of the said test, inspection etc.

- Conduct a final inspection at the conclusion of the work and issue a site clearance certificate and job completion report certifying that all asbestos waste has been safely and correctly disposed of in full compliance with the Asbestos Regulations of the OHS Act, 2001, as amended.

### 7.2.7 Environmental Assessment Practitioner

The Service Provider shall provide from within its own organisation or, if necessary, appoint as a sub-consultant, a suitably experienced Environmental Assessment Practitioner whose responsibilities shall be as follows:

(a) Prepare a project specific Construction Environmental Management Programme (specification) (C-EMP) for inclusion into the construction tender/contract document.
(b) Assist the Engineer in ensuring that any necessary environmental authorizations and permits have been obtained.
(c) Convey the contents of the C-EMP to the Contractor's site team, and discuss the contents in detail with the Contractor, as well as to conduct induction and environmental awareness training sessions to the Contractor's and sub-contractor's workforces, as and when necessary.
(d) Monitor and verify that the C-EMP is adhered to at all times, and to inform the Engineer if the specifications are not followed.
(e) Reviewing and approving construction method statements for approval by the Engineer.
(f) Assist the Engineer and Contractor in finding environmentally responsible solutions to problems.
(g) Provide a report on environmental compliance issues (with photographic evidence, if applicable) at the monthly site meetings or any other meetings that may be called regarding environmental matters.
(h) Ensure that all activities/incidents concerning the environment are recorded in the site records, to monitor and review such records and advise the Engineer of any action necessary.
(i) Inspect the site and surrounding areas with regard to compliance with the C-EMP.
(j) Advice the Engineer on the imposition of penalties or fines specified in the C-EMP, or the removal of person(s) and/or equipment not complying with the specifications.
(k) Monitoring the undertaking by the Contractor of environmental awareness training for all new personnel coming onto site.
(l) Undertaking a continual internal review of the EMP and submitting a report to the Employer at the end of the project.
(m) Any other additional environmental services required.

### 7.2.8 Interior Designer

The Service Provider shall provide the following services:

- Advice is sought on best practice in terms of norms and specifications as it pertains to office furniture and associated equipment, fixtures, fittings and materials to be utilised within the City of Cape Town.
- Developing and compilation consultation including presentation of concepts in compliance with building regulations and work function analyses.

- Preparation and development of standards, technical specifications and a catalogue for the procurement of office furniture and associated equipment and installations in special areas. Applicable to workshops, depots, clinics, libraries and other specialised work areas within the City of Cape Town.

- Develop, within the existing office space allocation, criteria specifications and standards for the



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furniture, associated equipment, fixture, fittings and materials.

- Research of building and OHS regulations and investigate suitable materials for applications in the above.

### 7.2.9 Town Planner

**Deliverables required include:**

All services related to land development applications, spatial planning and land use management and miscellaneous planning work;

- Preparation of a Site Development Plan to accompany a land development application. Preparation, submission and application for amendment of town planning/land use by rezoning of one or more properties. Preparation, submission and processing of application for the amendment or removal of conditions of title, servitudes or reservations which affect the proposed use of land. Preparation, submission and processing of application for consent of municipality to use land as per scheme or to amend/depart from scheme provisions. Design of layout of township/extension, preparation, submission and processing of application for township establishment and or extension of boundaries of an existing township. Design of layout of township/extension, preparation, submission and processing of application to divide approved township into phases.
- Preparation of subdivision sketch plan, preparation, submission and processing of application for subdivision of urban land (an Erf or Erven in a township).
- Preparation of subdivision sketch plan, preparation, submission and processing of application for subdivision for subdivision of farm land/agricultural holdings.
- Preparation of consolidation sketch plan, preparation, submission and processing of application for consolidation of land/ components (either urban or farm land or agricultural holdings).
- Preparation of amended cancelled layout plan, submission and processing of application for amendment and or cancellation (in whole part) of a General Plan of a township.
- Preparation of application, submission and processing of a application for the consent of the Provincial/National Government to use land as provided for.
- Preparation of application, submission and processing of application to permanently close a public place (street, square or park).
- Preparation of application, submission and processing application to motivate amendment of provisions of adopted spatial development framework.
- Preparation of written arguments and attending at hearing to represent Client in a disputed matter before municipal planning, appeal authorities or similar bodies.
- Attending consultations with legal representatives, preparation of summary of evidence.
- General advice to Client in respect in respect of spatial planning and land use management matters,

### 7.2.10 Land Surveyor

**Deliverables required include:**

All services related to land surveying;

- Perform all duties related to land surveying for identifying land owners and property boundaries.
- Attending to objections and appeals of planning related applications.
- Land audits
- Attending to exemption certification requests.
- Obtaining certified copies of any document, diagram or deed from office of the Survey General or Registrar of Deeds
- Prepare and submit applications
- Attend meetings with local authorities, client and others
- Conduct inspections and surveys on sites and properties.
- Examine existing services or previous records to ensure data is correct and accuracy.

- Conduct research and design methods for survey
- Compile report on survey results and submit to clients
- Collaborate with other engineers and architects on project

### 7.2.11 Landscape Architect

**Deliverables required include:**

All services related to landscape architect on soft and hard surfaces:

- Study the requirements of the Client, the site, any legislative procedures and advise a programme of development for the project,
- Setting out in writing the services that are to be rendered.
- Preparation of environmental reports and management plans.
- Establishment of landscape concept and design for projects.
- Preparation of drawings and documents relating to the landscaping works.
- Preparation of a contract for the actual execution of the work on site.
- Coordinate the landscape architectural aspects of projects as part of the projects professional team.
- Issue instructions on behalf of the Client for the installation of the landscaping.
- Supervision of the landscape architectural work as may be required.
- Examine the work executed by the landscape contractor and check valuation of the work.

### 7.2.12 Heritage Practitioner

**Deliverables required include:**

All services related to heritage building services to keep them in good condition:

- Preparation of heritage specifications
- Review, provide advice and approval for works to heritage assets.
- Manage, control and ensuring heritage compliance in heritage related projects.
- Attend client and site meetings
- Prepare conservation management plan

### 7.2.13 Green Building Practitioner

**Deliverables required include:**

All services related to existing and new green building services to guide the project team around the Green Star or Net Zero submission processes; advise on what credits best suit the available budget and design; and, be the liaison between the GBCSA and the project team in the preparation, collation and submission of documents to GBCSA for review and certification.

## 8. GENERAL

### 8.1 Time Frames/Milestones

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

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

### 8.2 Places for the Performance of Specific Tasks

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



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

### 8.3 Reporting Requirements

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

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

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

## 9. SUPPORT SERVICES

The Service Provider shall prepare and provide drawings, schedules, reports, and manuals in DWG and PDF formats.

## 10. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

## 11. APPROVALS

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

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

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

## 12. PROCUREMENT

### 12.1 Preferential Procurement

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

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

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

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

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

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

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

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

**12.3 Forms for contract administration**

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

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

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

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

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

## 13. FORMAT OF COMMUNICATION

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

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

## 14. KEY PERSONNEL

The Service Provider shall maintain the involvement of the following key personnel as the exigencies of this contract require:

**14.1. Structural Engineer**

**14.1.1.** An Engineer who is registered as a **Professional Structural Engineer** (Project leader) with the Engineering Council of South Africa (ECSA).

**14.1.2**. An Engineer who is registered as a **Professional Structural Engineering Technologist or Higher** with the Engineering Council of South Africa (ECSA).

**14.2. Civil Engineer**

**14.2.1.** An Engineer who is registered as a **Professional Civil Engineer** (Project leader) with the Engineering Council of South Africa (ECSA).



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**14.2.2**. An Engineer who is registered as a **Professional Civil Engineering Technologist or Higher** with the Engineering Council of South Africa (ECSA).

**14.3. Mechanical Engineer**

**14.3.1**. An Engineer who is registered as a **Professional Mechanical Engineer** (Project leader) with the Engineering Council of South Africa (ECSA).

**14. 3.2** An Engineer who is registered as a **Professional Mechanical Engineering Technologist or Higher** with the Engineering Council of South Africa (ECSA).

**14.4. Electrical and Electronic Engineer**

**14.4.1** An Engineer who is registered as a **Professional Electrical Engineer** (Project leader) with the Engineering Council of South Africa (ECSA).

**14.4.2** An Engineer who is registered as a **Professional Electronic Engineer** with the Engineering Council of South Africa (ECSA).

**14.4.3** An Engineer who is registered as a **Professional Electrical Engineering Technologist or Higher** with the Engineering Council of South Africa (ECSA).

**14.5. Architecture**

**14.5.1** An Architect who is registered as a **Professional Architect** with the South African Council for the Architectural Profession (SACAP).

**14.5.3** An Architect who is registered as a **Professional Architectural Technologist or Higher** with the South African Council for the Architectural Profession (SACAP).

**14.6. Quantity Surveying**

**14.6.1** A Quantity Surveyor who is registered as a **Professional Quantity Surveying** (Project leader) with the South African Council for the Quantity Surveying Profession (SACQSP).

**14.7. Project Manager**

**14.7.1** A Project Manager who is registered as a **Professional Project Manager** with the South African Council for the Project and Construction Management Professions (SACPCMP).

**14.8. Health and Safety Agent**

**14.8.1** 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).

**14.9. Environmental Assessment Practitioner**

**14.9.1** An Environmental Officer should meet the conditions for registering with the Environmental Assessment Practitioner Association of South Africa (EAPASA)

**14.10. Interior Designer/Architect**

**14.10.1** A Senior Interior Designer who is registered as an **Professional Senior Interior Designer or Higher** who has obtained the minimum of a 4 year full time degree in Interior Design (B.Tech or BA Hons. Interior Design or higher) from an accredited University or Technical University.

**14.11. Town Planner**

**14.11.1** A Town Planner who is registered as a **Professional Town Planner** with the South African Council for the Planners (SACPLAN).



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### 14.12. Land Surveyor

**14.12.1** A Land Surveyor who is registered as a **Professional Land Surveyor** with the South African Geomatics Council (SAGC).

### 14.13. Landscape Architect

**14.13.1** A Landscape Architect who is registered as a **Professional Landscape Architect** with the South African Council of Landscape Architectural Profession (SACLAP).

### 14.14. Heritage Practitioner

**14.14.1** A Heritage Practitioner who is registered as a **Professional Heritage Practitioner (PHP)** with the Association of Professional Heritage Practitioner (APHP)who has experience in heritage services.

### 14.15. Green Building Council South Africa Practitioner

14.**15.1** A Green Building Council South Africa Practitioner who is registered as a **Accredited Professional Practitioner (AP+)** with the Green Building Council South Africa who has experience in existing and new green buildings.

Should it become necessary to replace any of the key personnel listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer.

## 15. MANAGEMENT MEETINGS

### 15.1 Management Meetings

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

### 15.2 Community/Stakeholder Meetings

The Service Provider will also be expected to contribute to and attend community/stakeholder meetings, presenting proposals at these forums, and taking cognisance of input from the various interested and affected parties in the conceptual and detail design development, where possible. It is not anticipated that it will be necessary to continue with community/stakeholder participation through the construction period, other than to respond to any individual queries/concerns that may be raised.

### 15.3 Supply Chain Management (SCM) Committee Meetings

During the course of the Documentation and Procurement stage, the Service Provider shall attend and participate in the SCM Bid Specification and Bid Evaluation Committee meetings in order to present the contract document and tender evaluation report to the Employer.

### 15.4 Site/Technical Meetings

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

### 15.5 Ad-hoc Meetings

The service Provider will be expected to attend ad hoc meetings from time to time, with the Employer, stakeholder groups, or service or other authorities, in order to address specific issues as and when the need arises.**15.6 General**
The Service Provider shall be represented at all meetings by at-least one of the key personnel, preferably the project leader. The service provider shall provide secretarial services (for record keeping purposes) at all management, site/technical, and ad-hoc meetings.



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All charges in respect of attendance at meetings and the provision of secretarial services shall be included in the tendered rate (Item No .1.1: C2.2 Activity Schedule).



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# C3.2 Annexes

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



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## ANNEX 1

## CITY OF CAPE TOWN

**CONTRACT NO. AND NAME:** _____

**CONTRACTOR (SERVICE PROVIDER):** _____

### B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT NO. .....

| | | | |
|---|---|---|---|
| Value of the contract (as defined in Schedule 24: Preferencing Schedule) (P*) | R | B-BBEE Status Level of Prime Contractor | |

| Name of Sub-contractor (list all Sub-contractors) | B-BBEE Status Level of Sub-contractor[1] | Total Value of Sub-contract (excl VAT)[1] | Value of Sub-contract work to date (excl VAT)[1] | Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Prime Contractor |
|---|---|---|---|---|
| Sub-contractor A | | R | R | R |
| Sub-contractor B | | R | R | R |
| Sub-contractor C | | R | R | R |
| | | | | |
| | | | | |
| | | | Total: | R |
| | | | Expressed as a percentage of P* | % |

[1]Documentory evidence to be provided

**Signatures**

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

**Verified by Employer's Representative:** ..... **Date:** .....



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**ANNEX 2** **CITY OF CAPE TOWN**

**CONTRACT NO. AND NAME:** _____

**CONTRACTOR (SERVICE PROVIDER):** _____

## JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO. .....

| | | | |
|---|---|---|---|
| Value of the contract (as defined in Schedule 19: Preferencing Schedule) (**P***) | R | B-BBEE Status Level of Joint Venture | |

| Name of Joint Venture partner (list all) | B-BBEE Status Level of each JV partner as at contract award | Percentage contribution of JV partner per JV Agreement[1] A | Total value of JV partner's contribution (excl. VAT)[1] B = A% x P* | Value of JV partner's contribution to date (excl. VAT)[1] C | Value of JV partner's contribution as a percentage of the work executed to date D = C/P*x100 |
|---|---|---|---|---|---|
| JV Partner A | | % | R | R | % |
| JV Partner B | | % | R | R | % |
| JV Partner C | | % | R | R | % |
| | | | | | |
| | | | | | |

[1]Documentary evidence to be provided

**Signatures**

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

**Verified by Employer's Representative:** ---------- **Date:** ----------

# Part C4: Site Information

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