CITY OF CAPE TOWN
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MEMORANDUM OF AGREEMENT

FOR THE

PROVISION OF SPECIALISED MULTIDISCIPLINARY PROFESSIONAL SERVICES RELATED TO ENGINEERING AND BUILT ENVIRONMENT WORKS

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

AND

HHO CONSULTING ENGINEERS (Pty) Ltd
(REGISTRATION NO: [redacted]

Contract No. 092C/2024/25

[redacted]

PREAMBLE

WHEREAS a contract in terms of Tender **092C/2024/25** was awarded to **HHO Consulting Engineers (Pty) Ltd as the alternative supplier of Award Package 3**, per the Appeal Authority decision dated 12 December 2025 for provision of specialised multidisciplinary professional services related to engineering and built environment works, to commence on the date of commencement and terminate on 30 September 2030, subject to the conclusion of a section 33 of the MFMA process and council adopting a resolution in which it approves the entire contract exactly as it is to be executed and in which it authorises the municipal manager to sign the contract on behalf of the municipality.

AND WHEREAS it is recorded that this Contract will be governed by the provisions of **New Engineering Contract, Version 4 (NEC4), Framework Contract (2017)** with the **New Engineering Contract, Version 4 (NEC4), Professional Service Contract (2017)** as published by NEC, Thomas Telford Ltd, 1 Heron Quay, London E14 4JD. Individual Work Orders will be based on **New Engineering Contract, Version 4 (NEC4), Professional Service Contract (2017)** read with the Contract Specific Data **("Special Conditions of Contract - SCC")** Part C1.2.

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 [redacted] in his capacity as the **Executive Director: Future Planning and Resilience** duly authorised hereto;

1.2. duly authorised hereto;

1.3. **HHO Consulting Engineers (Pty) Ltd,** 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 14th Floor, The Towers South, 2 Hertzog Boulevard, Cape Town, 8001 (the "**Contractor**"), herein represented by its duly authorised representative, [redacted] **in** his capacity as **Director.**

[redacted]

hereinafter jointly referred to as “Parties” and in singular, a “Party” and.

2. INTERPRETATION

2.1. In the event of any conflict between the provisions of this Contract, the **New Engineering Contract, Version 4 (NEC4), Framework Contract (2017)** with the **New Engineering Contract, Version 4 (NEC4), Professional Service Contract (2017)** as published by NEC, Thomas Telford Ltd, 1 Heron Quay, London E14 4JD and any Part attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:

2.1.1. first, the Form of Offer and Acceptance,

2.1.2. second, the Appendix to Tender within the Contract Data,

2.1.3. third, the Particular Conditions within the Contract Data,

2.1.4. fourth, these General Conditions,

2.1.5. fifth, the Employer’s Requirements,

2.1.6. sixth, the Schedules, and

2.1.7. seventh, the drawings.

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 for the Employer from the date of commencement.

3.2. Unless terminated earlier in accordance with the provisions as set out in the **New Engineering Contract, Version 4 (NEC4), Framework Contract (2017)** with the **New Engineering Contract, Version 4 (NEC4), Professional Service Contract (2017)** as published by NEC, Thomas Telford Ltd, 1 Heron Quay, London E14 4JD or any other provision in terms of this Contract, this Contract shall commence on the “on date of commencement and terminate on 30

September 2030, subject to the conclusion of a Section 33 of the MFMA process and council adopting a resolution in which it approves the entire contract exactly as it is to be executed and in which it authorises the municipal manager to sign the contract on behalf of the municipality".

4. MUTUAL GOOD FAITH / CO-OPERATION

4.1. The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.

4.2. The Parties shall at all times during the continuance of this Contract observe the principles of good faith towards one another in the performance of their obligations in terms of this Contract.

5. OBLIGATIONS OF THE EMPLOYER

5.1. The Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**PART C3: SCOPE OF WORK**), subject to the satisfactory fulfilment of the obligations by the Contractor as set out in this Contract.

5.2. The Employer shall monitor and evaluate the Contractor's performance in respect of the Scope of Work.

6. OBLIGATIONS OF THE CONTRACTOR

6.1. The Contractor hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work (**PART C3: 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 annexed marked "**PART C2: PRICING DATA**".

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.

[redacted]

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

CITY OF CAPE TOWN

CORPORATE PROJECT, PROGRAMME AND PORTFOLIO MANAGEMENT DEPARTMENT

CONTRACT NO: 092C/2024/25

PROVISION OF SPECIALISED MULTIDISCIPLINARY PROFESSIONAL SERVICES RELATED TO ENGINEERING AND BUILT ENVIRONMENT WORKS

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: n\a	
Section 4: Particulars of sole proprietors and partners in partnerships n\a ** 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 . . . Tax reference number	
Section 6: Foreign Bidding Suppliers Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	See attached CESA Certificate ☒Yes ☐No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐Yes ☐No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	
a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	☐Yes ☐No n\a
b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	☐Yes ☐No n\a
c) Does the tenderer have a permanent establishment in the Republic of South Africa?	☐Yes ☐No n\a
d) Does the tenderer have any source of income in the Republic of South Africa?	☐Yes ☐No n\a
e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	☐Yes ☐No n\a

[redacted]

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: .....

CITY OF CAPE TOWN

DIRECTORATE: CORPORATE PROJECT, PROGRAMME AND PORTFOLIO MANAGEMENT DEPARTMENT

CONTRACT NO. 092C/2024/25

PROVISION OF SPECIALISED MULTIDISCIPLINARY PROFESSIONAL SERVICES RELATED TO ENGINEERING AND BUILT ENVIRONMENT WORKS

C1.1 Form of Offer and Acceptance
AWARD PACKAGE 3– GEOTECHNICAL AND SURVEYING SERVICES

CITY OF CAPE TOWN

DIRECTORATE: CORPORATE PROJECT, PROGRAMME AND PORTFOLIO MANAGEMENT DEPARTMENT

CONTRACT NO: 092C/2024/25

PROVISION OF SPECIALISED MULTIDISCIPLINARY PROFESSIONAL SERVICES RELATED TO ENGINEERING AND BUILT ENVIRONMENT WORKS

C1.1 Form of Offer and Acceptance
AWARD PACKAGE 3 – GEOTECHNICAL AND SURVEYING SERVICES

Offer

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

CONTRACT NO: 092C/2024/25: PROVISION OF SPECIALISED MULTIDISCIPLINARY PROFESSIONAL SERVICES RELATED TO ENGINEERING AND BUILT ENVIRONMENT WORKS

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 Supplier under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

This is a rates based contract.

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

Signature(s) [redacted]

Name(s) ...

Capacity ...

for the tenderer

(Name of organization/tenderer) [redacted]

(Address of organization/tenderer [redacted]

Name and signature of witness [redacted]

Date 08/11/2024

For official use.

INITIALS OF CITY OFFICIALS AT TENDER [redacted]

[redacted]

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer in respect of the award package(s) awarded to the tenderer. In consideration thereof, the employer shall pay the Supplier any amounts due in accordance with the conditions of contract identified in [redacted] 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:

Part C1:	Agreements and contract data, (which includes this agreement)
Part C2:	Pricing data
Part C3:	Framework Information
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 Client'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 latest of the dates on which the parties have signed the table below and the Supplier has confirmed receipt from the Employer of one fully completed original copy of this agreement, including the schedule of deviations (if any), provided that an official tender award letter has been issued by the Employer to the Supplier, confirming the award to the Supplier (referred to as "**coming into effect**").

The tenderer (now Supplier) 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 the delivered fully completed original copy of the agreement as a complete and accurate memorandum of the agreement, failing which the agreement presented to the Supplier shall constitute the binding contract between the parties.

This agreement constitutes a framework contract for the purposes of developing individual Works Orders to be allocated in terms of the procedures described in the contract, the status of the contractor with respect to the award packages awarded to him in terms of this term tender process being recorded in the schedule of deviations.

[redacted]

The Parties	Employer	Contractor
Business Name	**CITY OF CAPE TOWN**	**HHO Consulting Engineers (Pty) Ltd**
Business Registration	Not applicable	[redacted]
Tax number (VAT)	4500193497	
Physical Address (Registered)	Civic Centre 12 Hertzog Boulevard Cape Town 8000	
Postal Address (Registered)	Civic Centre 12 Hertzog Boulevard Cape Town 8000	[redacted]
Accepted contract duration	From "on date of commencement and terminate on 30 September 2030, subject to the conclusion of a Section 33 of the MFMA process and council adopting a resolution in which it approves the entire contract exactly as it is to be executed and in which it authorises the municipal manager to sign the contract on behalf of the municipality"	
Signed – who by signature hereto warrants authority	[redacted] SIGN HERE	
Designation of signatory	Executive Director: Future Planning and Resilience	Director
Name of signatory	[redacted]	
Signed: Date	11.09.2026	09 September 2026
Signed: Location	Cape Town	Cape Town
Signed: Witness	[redacted]	
Name of Witness	[redacted]	

[redacted]

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 [redacted] 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 Award Package(s) awarded.

Details The status of the Supplier with respect to the Award Package(s) awarded to him in terms of this term tender process is recorded in the table below.

Regions[1]:		Award Package 1	Award Package 2	Award Package 3
Status of Supplier (tick as applicable):	**Winner**			
	Alternative Supplier			✓

[1] Unused regions are to be struck through.

2 Subject . None . . . . . .

Details. . . None . . . . . .

. . . . . .

. . . . . .

. . . . . .

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

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

[redacted]

C1.2 Contract Data

The Data which will apply to all work under the Framework Contract is

The *Supplier* is

Name	
Address for communications	
Address for electronic communications	
The *quotation information* is in	

The Data which will apply to all Time Charge Orders is

Time Charge Orders are not utilised under this contract.

The Data which will apply to all Work Orders is

1 General

The *Consultant* is

Name	
Address for communications	
Address for electronic communications	

The *fee percentage* is 0.0 %

as *people rates* are deemed to include all overheads & mark-ups. Expenses are treated as per sections C2.2 Schedule of Rates – 1.4, 2.4, 3.4, 4.4.

The *key persons* are **(No need to complete in this tender. Will be required when appointed per Work order. Please ignore)**

Name (1)	
Job	
Responsibilities	
Qualifications	
Experience	
Name (2)	

Job	
Responsibilities	
Qualifications	
Experience	

The following matters will be included in the Early Warning Register **(No need to complete in this tender. Will be required when appointed per Work order. Please ignore)**

2 The *Consultant's* main responsibilities

If the *Consultant* is to provide Scope	The Scope provided by the *Consultant* is in	To be confirmed per Work Order

3 Time

If a programme is to be identified in the Contract Data	The programme identified in the Contract Data is	To be confirmed per Work Order
If the *Consultant* is to decide the *completion date* for the whole of the *service*	The *completion date* for the whole of the *service* is	To be confirmed per Work Order

5 Payment (No need to complete in this tender. Will be required when appointed per Work order. Please ignore)

If the *Consultant* states *expenses* item

The *expenses* stated by the *Consultant* are any

	amount

If Option A or C is used	The *activity schedule* is	To be confirmed per Work Order
	The tendered total of the Prices is	To be confirmed per Work Order

Resolving and avoiding disputes (No need to complete in this tender. Will be required when appointed per Work order. Please ignore)

The *Senior Representatives* of the *Consultant* are

Name (1)	
Address for communications	
Address for electronic communications	
Name (2)	
Address for communications	
Address for electronic communications	

X10: Information modelling

If Option X10 is used

If an *information execution plan* is to be identified in the Contract Data	The *information execution plan* identified in the Contract Data is	To be confirmed per Work Order

Data for the Short Schedule of Cost Components (used only with Option A)

The *people rates* are in **C2 Pricing Data**

SUPPLIER'S ANNUAL HOLIDAY PERIODS DURING DELIVERY PERIOD

Year 1 holiday period	commencement date		finish date	
Year 2 holiday period	commencement date		finish date	
Year 3 holiday period	commencement date		finish date	
Year 4 holiday period	commencement date		finish date	
Year 5 holiday period	commencement date		finish date	

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

C2.2 Schedule of Rates

	Pages
Schedule No. 1: Buildings	**61 - 70**
Schedule No. 2: Civil Infrastructure, Mechanical and Electrical Engineering Services	**71 - 79**
Schedule No. 3: Geotechnical and Survey Services	**80 - 92**

SCHEDULE NO. 3: GEOTECHICAL ENGINEERING AND SURVEY SERVICES

The following notes in section Error! Reference source not found. **and details in section** Error! Reference source not found. **are applicable to Built Environment Services:**

1.1 PROFESSIONAL SERVICES RATE CATEGORIES MATRIX

The discipline specific rate categories obtained below provides common groupings for similar personnel for which the same rate would apply. Reference is made to the personnel descriptions in the above schedule and the schedule of rates (Section 3.2). Tendered rates per category are applicable to all specified personnel within the category.

1.1.1 PRIMARY RESOURCE MATRIX

			RATE CATEGORIES				
Group	**Discipline**	**Speciality**	**Category A**	**Category B / Specialist**	**Category C**	**Category D**	**Specification Reference**
Geotechnical and Surveying	Geotechnical Engineering	Geotechnical Engineer	C1	C2	C3	C4	Note D2
	Geotechnical Engineering	Engineering Geologist	S1	S2	S3	S4	Note D3
	Geotechnical Engineering	Geophysicist		S2			Note D4
	Documentation & Support	BIM Manager	D1				Note D5
	Documentation & Support	BIM Modeller		D2			Note D6
	Documentation & Support	CAD Technician			D3		Note D7
	Documentation & Support	GIS Technician		D2			Note D8
	Documentation & Support	Document Control / Support				D4	Note D9
	Hydrogeological Engineering	Groundwater Engineer	C1	C2	C3	C4	Note D10
	Hydrogeological Engineering	Hydrogeologist		S2			Note D11
	Hydrogeological Engineering	Groundwater Quality specialist (Geochemist)		S2			Note D12
	Project Management & Construction Monitoring	Project Manager	P1	P2	P3	P4	Note D13
	Surveying	Land Surveyor			S3	S4	Note D14
	Occupational Health and Safety	Construction Health and Safety Agent		QH2			Note D15

1.2 TIME-BASED FEES FOR PROFESSIONAL SERVICES

Time-based fees for all services as described in the Scope of Work for the following disciplines:

Fee Types Explained :
This section covers the fees for strategic and specialist advice, high-level operational or implementation activities, and design, planning, and part-time implementation monitoring. These services are provided by professionals working from their own offices. Appointments can vary in duration, being either short-term or long-term.

Primary resources are linked to resource categories A, B, C and D.

All overheads included in tendered rates (refer to table 1).

Table 1 - Overheads

Description	For Noting
Salaries (total cost of employment) of fee earning staff, i.e. professional/technical staff including benefits and leave entitlement.	Included
Salaries of non-fee-earning staff, i.e. administrative staff salaries	Included
Internet and fixed communication at premises of where work is performed. (excluding mobile phones)	Included
Rental of premises where work is performed, including water, electricity and rates	Included
Transport (not recovered directly from projects)	Included
Paper, stationary, consumables at premises where work is performed.	Included
Audit, bank charges, interest, insurance	Included
Marketing	Included
Office equipment at premises where work is performed	Included
Training and development	Included
Project direct expenses not recoverable	Included

Note: Table derived from DPSA "Guide to Hourly Fee Rates for Consultants"

1.2.1 PRIMARY RESOURCE MATRIX

Item No.	Fee Category	Personnel Group	Specification Reference	Unit	Tendered Rate
Civil Engineering and Related Fields					
4.2.1	C1	Category A Engineer	Note D2, Note D10	Hour	R 850.00
4.2.2	C2	Category B Engineer / Specialist	Note D2, Note D10	Hour	R 820.00

Item No.	Fee Category	Personnel Group	Specification Reference	Unit	Tendered Rate
4.2.3	C3	Category C Engineer	Note D2, Note D10	Hour	R 730.00
4.2.4	C4	Category D Engineer	Note D10, Note D14, Note D2	Hour	R 620.00
Natural Sciences and Related Fields					
4.2.17	S1	Category A Professional	Note D3,	Hour	R 850.00
4.2.18	S2	Category B Professional / Specialist	Note D3, Note D4, Note D11, Note D12,	Hour	R 730.00
4.2.19	S3	Category C Professional	Note D3, Note D15,	Hour	R 730.00
4.2.20	S4	Category D Professional	Note D3	Hour	R 620.00
Project, Contract Management Fields					
4.2.21	P1	Category A Professional	Note D13	Hour	R 850.00
4.2.22	P2	Category B Professional / Specialist	Note D13	Hour	R 820.00
4.2.23	P3	Category C Professional	Note D13	Hour	R 730.00
4.2.24	P4	Category D Professional	Note D13	Hour	R 620.00
Quantity Surveying and Health & Safety Services					
4.2.26	QH2	Category B Professional / Specialist	Note D15,	Hour	R 820.00
Draughting, Modelling, Documentation and Support Services					
4.2.29	D1	Specialist / Expert	Note D5,	Hour	R 820.00
4.2.30	D2	Senior Professional	Note D6, Note D8,	Hour	R 760.00
4.2.31	D3	Junior Professional	Note D7,	Hour	R 680.00
4.2.32	D4	Support Services	Note D9,	Hour	R 480.00

1.2.2 RECOVERABLE EXPENSES

Recoverable Expenses

Item No.	Activity Description	Unit	Sum
4.4.1	Supplier's cost for materials, equipment, testing and/or any other recoverable expenses not covered in the tender document will be claimed under this item for each individual Work Order during the Framework Contract Period in accordance with C3.4 of Part C3 - Framework Information.	Sum	**The estimated value shown below is used for tender evaluation purposes only** R 1 000 000

Provision for Supplier's Mark-up on Recoverable Expenses claimed under item 3.3.1

Item No.	Activity Description	Unit	Tendered Percentage
4.4.2	Supplier's percentage mark-up on item 4.4.1 above (for tender evaluation purposes **ONLY**, tenderers must base their % mark-up on an estimated value of **R1 000 000**)	%	R 50 000

1.2.3 DISBURSEMENTS/RECOVERABLE EXPENSES

Item No.	Description	Unit	Tendered Rate
	Recoverable expenses in respect of printing/plotting/copying, traveling expenses, etc. as specified below:		
4.4.3	Size A0 (Monochrome)	No.	R 50.00
4.4.4	Size A1 (Monochrome)	No.	R 36.00
4.4.5	Size A2 (Monochrome)	No.	R 24.00
4.4.6	Size A3 (Monochrome)	No.	R 3.00
4.4.7	Size A4 (Monochrome)	No.	R 1.50
4.4.8	Size A4 (Monochrome on colour paper)	No	R 1.50
4.4.9	Size A0 (Colour)	No.	R 85.00
4.4.10	Size A1 (Colour)	No.	R 60.00
4.4.11	Size A2 (Colour)	No.	R 42.00

4.4.12	Size A3 (Colour)	No.	R 6.00
4.4.13	Size A4 (Colour)	No.	R 1.85
4.4.14	Laminated posters: Size A0 (Colour)	No.	R 100.00
4.4.15	Laminated posters: Size A1 (Colour)	No.	R 80.00
4.4.16	Laminated posters: Size A2 (Colour)	No.	R 60.00
4.4.17	Laminated posters: Size A3 (Colour)	No.	R 40.00
4.4.18	Compilation and binding of reports/tender documents, books of drawings, etc.	No.	R 100.00
4.4.19	Travel expenses	km	SARS Rates
4.4.20	Travel expenses (4 X 4)	km	SARS Rates

1.2.4 RATES FOR GEOTECHNICAL INVESTIGATION AND SURVEYING WORKS

Rates for all services as described in the Framework Scope for the following items, refer to section Error! Reference source not found.**:**

Item No.	Activity Description	Specification Reference.	Unit	Tendered Rate
	ESTABLISHMENT OF THE CONTRACTOR			
	Establishment of contractor on Site			
4.5.1.	Fixed Charges (% of Investigation Cost)	B1.1.1	%	5%
4.5.2.	Time Related Charges (% of Investigation Cost)	B1.1.2	%	5%
4.5.3.	Health and Safety Obligations	1.1.3	day	R 550.00
4.5.4.	Environmental management (% of Investigation Cost)	B1.1.4	%	2%
4.5.5.	Provision of labour (per person)		hour	R 65.00
4.5.6.	Appointment of PSIRA grade B security personnel for 24 hours per day, 7days a week including weekends and public holidays	B1.5	Person hour	R 75.00
4.5.7.	Appointment of PSIRA grade C security personnel for 24 hours per day, 7days a week including weekends and public holidays	B1.6	Person hour	R 95.00
4.5.8.	Appointment of PSIRA grade D security personnel for 24 hours per day, 7days a week including weekends and public holidays	B1.7	Person hour	R 128.00
	TRAFFIC ACCOMMODATION (Inclusive of cones,signs,flagmen)			
	Local Roads (60kph speed limit):			
4.5.9.	Two-way traffic accommodated by partial lane closure	SARTSM Manual 2, Detail 13.37.1	hour	R 250.00
4.5.10.	One-way traffic accommodated by full lane closure - STOP/GO operation alternately on single lane	SARTSM Manual 2, Detail 13.37.2	hour	R 360.00
4.5.11.	One-way traffic accommodated by lane drop	SARTSM Manual 2, Detail 13.38.2	hour	R 235.00
	Collector Roads (80kph speed limit):			
4.5.12.	Two-way traffic accommodated by partial lane closure	SARTSM Manual 2, Detail 13.37.1	hour	R 270.00
4.5.13.	One-way traffic accommodated by full lane closure - STOP/GO operation alternately on single lane	SARTSM Manual 2, Detail 13.37.2	hour	R 380.00

Item No.	Activity Description	Specification Reference.	Unit	Tendered Rate
4.5.14.	One-way traffic accommodated by lane drop	SARTSM Manual 2, Detail 13.38.2	hour	R 250.00
	Arterials or Expressways (100kph speed limit):			
4.5.15.	Two-way traffic accommodated by partial lane closure	SARTSM Manual 2, Detail 13.37.1	hour	R 270.00
4.5.16.	One-way traffic accommodated by full lane closure - STOP/GO operation alternately on single lane	SARTSM Manual 2, Detail 13.37.2	hour	R 380.00
4.5.17.	One-way traffic accommodated by lane drop	SARTSM Manual 2, Detail 13.38.2	hour	R 250.00
	ESTABLISHMENT AND PROVISION OF RIGS AND EQUIPMENT			
4.5.18.	Core drilling rigs (Total Drilling <20m)	B3.1.1	sum	R 50 000.00
4.5.19.	Core drilling rigs (Total Drilling 20-50m)	B3.1.2	sum	R 50 000.00
4.5.20.	Core drilling rigs (Total Drilling >50m)	B3.1.3	sum	R 50 000.00
4.5.21.	Large diameter auger/Continuous Flight Auger rig	3.2	sum	R 5 000.00
4.5.22.	Drilling Barges	3.4	sum	R 25 000.00
	Establishment of other plant and equipment			
4.5.23.	Tractor-loader-backhoe (TLB) (should be able to reach maximum depth of 3m with >90HP)	3.5.1	sum	R 4 500.00
4.5.24.	Excavator (should be able to reach maximum depth of 6m with >150HP)	3.5.2	sum	R 6 500.00
4.5.25.	Core orientation equipment	3.5.6	sum	R 2 500.00
4.5.26.	Water pressure equipment	3.5.7	sum	R 6 800.00
4.5.27.	Low Bed (For excavator)	B3.5.10	sum	R 8 500.00
4.5.28.	DPSH equipment	3.5.9	sum	R 12 500.00
	SETTING OUT AND SURVEYING			
4.5.29.	Surveyor (including all equipment, etc.)	B4.1	hr	R 950.00
	SETTING UP			
	Mobile Setups			
4.5.30.	Core drill	5.1.1	no.	R 6 500.00

[redacted]

Item No.	Activity Description	Specification Reference.	Unit	Tendered Rate
	Skid Set-ups			
4.5.31.	Normal skid setups	5.2.1	no.	R 6 500.00
4.5.32.	Difficult skid setups	5.2.2	no.	R 7 500.00
4.5.33.	Very difficult skid setups	5.2.3	no.	R 10 500.00
4.5.33.1	Setting up on inclined holes (Extra over 5.1 or 5.2)	5.3	no.	R 4 000.00
4.5.34.	Extremely difficult setups (E.O. 5.2.3.) very long an very steep set ups	B5.4.1	no.	R 12 800.00
4.5.35.	Very shallow water (0.05 to 0.5m deep) E.O5.2.3	B5.4.2	no	R 8 500.00
4.5.36.	Movement between boreholes (Extra over 5.1 or 5.2,(rotary core))	5.5	km	R 500.00
	ACCESS TRACKS			
	Making of access tracks using different types of equipment as given in the Bill of Quantities			
4.5.37.	Tractor-loader-backhoe (TLB) (>90HP)	6.1.2	day	R 6 500.00
	CUTTING DOWN OF TRESS AND CROPS			
	Cutting down of trees and removal thereof			
4.5.38.	Between 150 and 300mm diameter	7.1.1	no.	R 50.00
4.5.39.	Greater than 300mm diameter	7.1.2	no.	R 50.00
4.5.40.	Destruction of crops	7.2	ha	R 50.00
	AUGERING			
	Large diameter augering (>200mm diameter)			
4.5.41.	Daily rate hire (CFA/Conventional Auger rig)	9.2.1	day	R 10 000.00
4.5.42.	Backfilling of hole (only when delayed by the Engineer)	9.2.2	m	R 200.00
	ROTARY CORE DRILLING			
4.5.43.	In category A materials	10.1	m	R 1 050.00
4.5.44.	In category B materials	10.2	m	R 1 250.00
4.5.45.	In category C materials	10.3	m	R 1 350.00
4.5.46.	In category D materials (EO Item 10.3) by different rock types	10.4	m	R 200.00
4.5.47.	In very closely fractured material (EO Item 10.3)	10.5	m	R 200.00

[redacted]

Item No.	Activity Description	Specification Reference.	Unit	Tendered Rate
4.5.48.	Triple tube drilling (EO Item 10.1 and 10.2)	10.6	m	R 300.00
4.5.49.	Drilling in gravel	10.7	m	R 200.00
4.5.50.	Drilling in cobbles and boulder	10.8	m	R 1 650.00
4.5.51.	Drilling steel in concrete	10.9	mm	R 55.00
	Extra Over for drilling inclined boreholes in all categories			
4.5.52.	Inclination >60° and <85°	10.10.1	m	R 50.00
4.5.53.	Inclination <60° and >30°	10.10.2	m	R 50.00
4.5.54.	Inclination <30° and >0°	10.10.3	m	R 50.00
	WASHBORING			
4.5.55.	Washboring	11.1	m	R 500.00
	CORE AND SOIL MATERIAL RECOVERY			
4.5.56.	Soil material recovery in all material types	12.1	m	R 425.00
4.5.57.	Core recovery in Category A material	12.2	m	R 525.00
4.5.58.	Core recovery in Category B material	12.3	m	R 625.00
4.5.59.	Core recovery in Category C material	12.4	m	R 675.00
4.5.60.	Core recovery in Category D material	12.5	m	R 750.00
4.5.61.	In very closely fractured material (Extra over 12.4 in different rock types)	12.6	m	R 100.00
4.5.62.	Triple tube drilling	12.7	m	R 675.00
	CASING (N-SIZE)			
4.5.63.	Casing, which may be removed (N size)	13.1	m	R 350.00
4.5.64.	Casing in material category B or harder (Extra over 13.1)	13.2	m	R 100.00
4.5.65.	Casing in boulders or gravel (Extra over 13.1)	13.3	m	R 250.00
4.5.66.	Casing left in hole (Extra over 13.1) – N size	13.4	m	R 1 750.00
4.5.67.	Casing in inclined holes (Extra over 13.1)	13.5	m	R 150.00
	THE USE OF DRILLING AIDS			
4.5.68.	Use in lieu of casing	14.1	m	R 500.00
4.5.69.	Drilling aid	B14.2	kg	R 350.00

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Item No.	Activity Description	Specification Reference.	Unit	Tendered Rate
	DISTURBED SAMPLING			
4.5.70.	Samples (<5kg, 250x400mm 150 micron sampling bag, tags included)	B16.1.1	no.	R 25.00
4.5.71.	Large Samples (<40kg,2x 600x900mm 150 micron sampling bags, tags included)	B16.1.2	no.	R 60.00
	UNDISTURBED SAMPLING			
4.5.72.	Thin walled tube samples (tube not returned)	B17.1	no.	R 1 250.00
4.5.73.	Piston sample	17.2	no.	R 2 350.00
4.5.74.	Block samples	17.3	no.	R 450.00
	CORE ORIENTATION SURVEYS			
4.5.75.	Core orientation surveys (putty impression type)	19.1	no.	R 275.00
	DOWN THE HOLE PHOTOGRAPHY			
4.5.76.	Establishment (per trip)	B21.1	[redacted]	R 15 000.00
4.5.77.	Logging and interpretation report using logging calliper, ATV and OTV and orientated borehole image	B21.2	m	R 150.00
	STANDARD PENETRATION TEST			
4.5.78.	SPTs	23.1	no.	R 405.00
	DYNAMIC PROBE (SUPER HEAVY)			
4.5.79.	Setup at each location	24.1	no.	R 1 000.00
4.5.80.	DPSH	24.2	m	R 25.00
	PIEZOMETERS			
4.5.81.	Supply (uPVC 50mm pipe, 2m slotted wrapper in geotextile)	28.1	no.	R 320.00
4.5.82.	Installation	28.2	m	R 55.00
4.5.83.	Permeability Testing	28.3	hr	R 1 250.00
	WATER SAMPLING AND BOREHOLE WATER REST LEVEL			
4.5.84.	Recording water rest levels	30.1	no.	R 150.00
4.5.85.	Recording water levels (6months or 12 months after drilling)	30.1	no.	R 25.00
4.5.86.	Water samples	30.2	no.	R 300.00
	CORE BOXES			

[redacted]

Item No.	Activity Description	Specification Reference.	Unit	Tendered Rate
4.5.87.	Core boxes (N-size; plastic deep channelled steel lid 6m box)	31.1	no.	R 585
	CORE SHEDS			
4.5.88.	Core shed/20' Dry Container	32.1	no.	R 20 000.00
4.5.89.	Core rack module	32.2	no.	R 2000.00
4.5.90.	Name board	32.3	no.	R 2000.00
	CORE PHOTOGRAPHY			
4.5.91.	Core photographs	33.1	no.	R 150.00
	TRANSPORTATION			
4.5.92.	Vehicle of less than 1.5ton	34.1	km	R 7.00
4.5.93.	Vehicle of greater than 1.5ton	34.2	km	R 12.50
	MARKING OF HOLES			
4.5.94.	Standpipe and cap	35.1	no.	R 1250.00
4.5.95.	Concrete block only	35.2	no	R 750.00
4.5.96.	Plastic water meter box cover	35.3	no.	R 1 500.00
	MACHINE AND HAND TRENCHING			
	Hand excavation			
4.5.97.	Up to 1.5m depth	36.1.1	hr	R 565.00
4.5.98.	In excess of 1.5m depth	36.1.2	hr	R 700.00
	Machine excavation (by type)			
4.5.99.	Tractor-loader-backhoe (TLB) (>90HP)	36.2.1	day	R 6000.00
4.5.100.	Excavator (>150HP)	36.2.2	day	R 13500.00
4.5.101.	Safety fencing	36.3	m	R 9.00
4.5.102.	Backfilling of holes (only as ordered by Engineer)	36.4	no.	R565.00
	STANDING TIME			
4.5.103.	Standing time (per core rig)	37.1	hr	R 1350.00
	LOGGING AND PROFILING			
4.5.104.	Logging of core by Geotechnical Engineer or Engineering Geologist	B38.1	m	R 250



Item No.	Activity Description	Specification Reference.	Unit	Tendered Rate
	LABORATORY AND MINOR SITE TESTING			
4.5.105.	Foundation Indicator Test	B42.1	no.	R 580.00
4.5.106.	Moisture Content and in-situ dry density (Undisturbed sample),m	B42.2	no.	R 50.00
4.5.107.	Oedometer Test	B42.3	no.	R 2 250.00
4.5.108.	Double Oedometer	B42.4	no.	R 5 050.00
4.5.109.	Triaxial Test (SCD)	B42.5	no.	R 19 150.00
4.5.110.	Triaxial Test (SCU)	B42.6	no.	R 17 080.00
4.5.111.	Unconfined Compression Test	B42.7	no.	R 2 600.00
4.5.112.	Consolidated Shear Box Test	B42.8	no.	R 6 500.00
4.5.113.	Maximum Dry Density Estimation	B42.9	no.	R 480.00
4.5.114.	California Bearing Ratio (CBR) Test	B42.10	no.	R 480.00
4.5.115.	Uniaxial Compression (UCS) on Rock sample	B42.11	no.	R 600.00
4.5.116.	Point Load Index (PLI) Test on Rock sample	B42.12	no.	R 820.00
4.5.117.	Carbonate Content	B42.13	no.	R 600.00
4.5.118.	Sulfate Content	B42.14	no.	R 340.00
4.5.119.	pH Determination	B42.15	no.	R 220.00
4.5.120.	Chloride Content	B42.16	no.	R 340.00
4.5.121.	Dynamic Cone Penetrometer (1m)	B42.19	no.	R 200.00
4.5.122.	Dynamic Cone Penetrometer (2m using extension rods)	B42.20	no.	R 240.00
4.5.123.	Dynamic Cone Penetrometer (3m using extension rods)	B42.21	no.	R 320.00
4.5.124.	Hand Augering	B42.22	m	R 350.00
4.5.125.	Sand replacement test	B42.23	no.	R 800.00
4.5.126.	Electrical resistivity	B42.24	m	R 1 750.00
4.5.127.	Continuous Surface Wave (CSW)	B42.25	day	R 1 750.00
4.5.128.	Rising head test	B42.26	no.	R 10 000.00

Item No.	Activity Description	Specification Reference.	Unit	Tendered Rate
	SURVEYING TECHNIQUES			
4.5.129.	Aerial / drone based survey approvals, mobilisation & demobilisation	C1	sum	R 2 650.00
4.5.130.	Aerial / drone based LIDAR survey	C2	ha	R 950.00
4.5.131.	Aerial / drone based oblique photogrammetry survey	C2	ha	R 950.00
4.5.132.	Ground based site or building light scanning including mobilisation and demobilisation	C3	day	R 17 000.00
4.5.133.	Ground Penetrating Radar for service detection including mobilisation and demobilisation	C4	day	R 15 000.00
4.5.134.	Land based site survey support team and equipment (excluding land surveyor time)	C5	day	R 5 350.00

CITY OF CAPE TOWN

CORPORATE PROJECT, PROGRAMME AND PORTFOLIO MANAGEMENT DEPARTMENT

CONTRACT NO . DP8038C/2022/23

PROVISION OF SPECIALISED MULTIDISCIPLINARY PROFESSIONAL SERVICES RELATED TO ENGINEERING AND BUILT ENVIRONMENT WORKS

SCHEDULE 13: PROFESSIONAL INDEMNITY INSURANCE

CITY OF CAPE TOWN

CORPORATE PROJECT, PROGRAMME AND PORTFOLIO MANAGEMENT DEPARTMENT

CONTRACT NO: 092C/2024/25

PROVISION OF SPECIALISED MULTIDISCIPLINARY PROFESSIONAL SERVICES RELATED TO ENGINEERING AND BUILT ENVIRONMENT WORKS

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 or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be appended to this schedule.

PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM
HHO Consulting Engineers (Pty) Ltd	[redacted]	R10 million

SIGNED ON BEHALF OF TENDERER: ..... [redacted] .....

Tender
Part T2: Returnable

T2.2111
Documents
Returnable Schedules

Reference No. 092C/2024/25

[redacted]

CITY OF CAPE TOWN

CORPORATE PROJECT, PROGRAMME AND PORTFOLIO MANAGEMENT DEPARTMENT

CONTRACT NO . 092C/2024/25

PROVISION OF SPECIALISED MULTIDISCIPLINARY PROFESSIONAL SERVICES RELATED TO ENGINEERING AND BUILT ENVIRONMENT WORKS

SCHEDULE 22 : PRICE BASIS FOR IMPORTED RESOURCES

VALUE OF IMPORTED RESOURCES TO BE ADJUSTED						Customs Surcharge		Customs Duty*		Total in Rand of (C) + (D) + (E) included in Schedules of Quantities Item
Schedules of Quantities Item No.	Description of Resources	Value in Foreign Currency (A)	Rate of Exchange as at BASE DATE (B)	Value in Rand (A) x (B) (C)		%	Rand (D)	%	Rand (E)	(F)

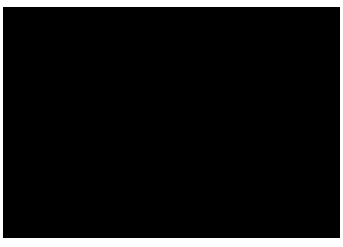
* State Customs Duty Tariff Reference for each item

Note:

Note that any Resources not inserted in this schedule shall be deemed to be manufactured / supplied in South Africa for the purposes of Contract Price Adjustment. The BASE DATE referred to in column (B) will be7 calendar days before tender closing.

SIGNED ON BEHALF OF TENDERER: .....

Part C1: Agreements and Contract Data



CITY OF CAPE TOWN

CORPORATE PROJECT, PROGRAMME AND PORTFOLIO MANAGEMENT DEPARTMENT

CONTRACT NO . 092C/2024/25

PROVISION OF SPECIALISED MULTIDISCIPLINARY PROFESSIONAL SERVICES RELATED TO ENGINEERING AND BUILT ENVIRONMENT WORKS

C1.2 Contract Data

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the **New Engineering Contract, Version 4 (NEC4), Framework Contract (2017)** with the **New Engineering Contract, Version 4 (NEC4), Professional Service Contract (2017)** as published by NEC, Thomas Telford Ltd, 1 Heron Quay, London E14 4JD. Individual Work Orders will be based on **New Engineering Contract, Version 4 (NEC4), Professional Service Contract (2017).**

Copies of these General Conditions of Contract may be obtained from NEC's website https://www.neccontract.com/. Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the *Client*.

Part 1: Contract Data provided by the *Client*

The Data which will apply to all work under the Framework Contract is

The *conditions of contract* are the clauses of the NEC4 Framework Contract June 2017 and any *additional conditions of contract*. To the extent of any inconsistency or conflict between the NEC4 Framework Contract June 2017 and any *additional conditions of contract*, the *additional conditions of contract* shall prevail and be given effect.

The *Client* is

Name	[redacted]
Address for communications	6th Floor Murray And Roberts Building 73 Hertzog Boulevard, Cape Town
Address for electronic communications	[redacted]

The *Client's Representative* is

Name	[redacted]
Address for communications	6th Floor Murray And Roberts Building 73 Hertzog Boulevard, Cape Town
Address for electronic communications	[redacted]
The Framework Information is in	Part C3 Framework Information
The *framework scope* is in	C3.2 Framework Scope
The *selection procedure* is in	C3.3 Selection Procedure
The *quotation procedure* is in	C3.4 Quotation Procedure
The *end date* is	30 September 2030
The period for reply to a *Supplier's* quotation is	To be confirmed

[redacted]

The *additional conditions of contract* are as set out below:

Z1 The *framework contract start date* is the date at which the agreement comes into effect as per C1.1 Form of Offer and Acceptance.

Z2 The framework contract *base date* is defined as 7 days prior to the tender closing date defined in T1 – Tendering Procedures. The *base date* will be used as the reference date for all and any relevant price adjustment.

Z3 The *Supplier* is required to obtain the *Client*'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 accepted designs.

d) The exercising of any discretion in terms of any terms and conditions in this contract, that results in the utilisation of the contingency allowance of a construction contract, increasing the contract value for that construction contract or awarding any additional time for that construction contract 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/Engineer/Principal Agent or their respective representatives (as applicable) in terms of the relevant Conditions of Contract.

g) Authority of the's Agent/Engineer/Principal Agent to delegate.

h) Granting permission to work during non-working times in terms of the relevant Conditions of Contract.

i) Suspend the progress of the works in terms of the relevant Conditions of Contract.

j) The issuing of an instruction to accelerate progress in terms of the relevant Conditions of Contract.

k) Approval of any other Additional and Specialist Services and their respective costs/hourly rates.

Z4 The *Client* reserves the right to terminate the framework contract for any of the following reasons:

- if the *Supplier* 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;
- 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 and as otherwise required by applicable law; or
- The implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia) in relation to the *Supplier*:
- reports of poor governance and/or unethical behaviour;
- association with notorious individuals and/or their families;
- poor performance issues, known to the *Client*;
- negative social media reports; or
- adverse assurance (e.g. due diligence) report outcomes.

Z5 The *Supplier* hereby indemnifies and holds the *Client* harmless against all claims, losses, damages and costs sufuffered by the *Client* in relation to claims of third parties which arise, directly or indirectly, out of or in connection with the Services rendered or to be rendered under this Contract, where such

claims are wholly or partly, directly or indirectly caused by or relating to any failure by the *Supplier* to exercise reasonable professional skill, care and diligence in the exercising of its obligations.

Z6 Within 14 (fourteen) days of receipt of the notification of contract award, the *Supplier* shall furnish to the *Client* the performance bond of the amount specified herein if requested by the *Client*. The Guarantee Sum shall be determined at the point of works project allocation.

Z7 The *Supplier* acknowledges that during the course of the performance of the services, it and its employees, representatives and/or sub-contractors may gain access to and become acquainted with the Personal Information and/or Special Personal Information and children's information (collectively, "Personal Information") (as these terms are defined or explained in the Protection of Personal Information Act 4 of 2013, as amended from time to time, referred to as "**POPIA**"), of the *Client*, its employees, clients, representatives, sub-contractors and/or suppliers. The *Supplier* will, and will procure that its employees, representatives and sub-contractors, treat such Personal Information as confidential and respect the privacy of the *Client*, its employees, clients, representatives, sub-contractors and/or suppliers.

Z8 The *Supplier* further acknowledges that during the course of the performance of the services, it and its employees, representatives and/or sub-contractors may also be required to collect, use or process the Personal Information of the *Client* and/or its employees, clients, representatives, sub-contractors and/or suppliers and, when doing so, will comply, and will procure that they comply, with (i) the conditions of lawful processing as set out in terms of POPIA and other applicable laws and regulations; (ii) the CCT Privacy Notice and (iii) the *Client*'s data protection procedures;

Z9 The *Client*, its employees, representatives and sub-contractors may, from time to time, Process the *Supplier*'s and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged in the Privacy Notice and/or in relation to the Supply Chain Management Policy or as may be otherwise permitted by law. This may include the cross-border transfer of Personal Information and/or Special Personal Information (including children's information) from time to time.

Z10 The *Supplier* acknowledges that it has read and understood the contents of clause Z9 above, the Privacy Notice and Supply Chain Management Policy and hereby consents to the *Client*, its employees and/or representatives and/or sub-contractors Processing its Personal Information for those purposes and/or as otherwise contemplated herein.

Z11 The *Supplier* agrees and undertakes to procure that its employees and/or representatives and/or sub-contractors are made aware that the *Client* may process their Personal Information from time to time as envisaged in clause Z9 above.

Z12 The *Supplier* hereby warrants in favour of, and represents to, the *Client*, its employees, representatives and sub-contractors, that the *Supplier* and its employees, representatives and sub-contractors are permitted to Process the Personal Information, which they have and/or will Process in, and in relation to, this tender and agreement, including but not limited to the disclosure of the Personal Information herein and irrevocably undertake to comply with all applicable laws in this regard and will procure that their employees, representatives and sub-contractors also so comply.

Z13 The *Supplier* hereby indemnifies and holds each of the *Client*, its employees, representatives and sub-contractors harmless against all claims, losses, damages and costs relating to the Processing of Personal Information by the *Supplier*, its employees, representatives and/or sub-contractors.

Z14 In order to comply with section 19 read with section 21 of POPIA to the extent that the *Supplier* processes Personal Information for which it is the Operator and the *Client* is the Responsible Party under POPIA, the parties agree as follows:

Z15.1 The *Supplier* agrees and irrevocably undertakes that it shall:

Z15.1.1 only Process Personal Information on behalf of the *Client* if (i) the processing of such information is within the knowledge or authorisation of the *Client*, (ii) it treats the Personal Information which comes to its knowledge as confidential and does not disclose it, and (iii) the Processing is done in a lawful and reasonable manner, and only

to the extent required to execute the services, or to provide the goods, or to perform its obligations pursuant to the agreement;

Z15.1.2 put in place, and at all times maintain, appropriate, reasonable, technical and organisational measures to ensure the protection and confidentiality of the Personal Information that it, or its employees, its representatives, its sub-contractors and other authorised individuals come into contact with pursuant to the agreement;

Z15.1.3 do all such things as are necessary to prevent the: (i) loss of, damage to, and/or unauthorised destruction of Personal Information; and (ii) unlawful access to or processing of personal information;

Z15.1.4 notify the *Client* immediately where there are reasonable grounds to believe that the Personal Information in its possession has been accessed or acquired by any unauthorised person;

Z15.1.5 at all times comply with the provisions of POPIA, its regulations and any applicable codes of conduct, as well as the Privacy Notice;

Z15.1.6 give the *Client* reasonable access to its premises, systems and processes to enable the *Client* to inspect same and conduct a data protection compliance audit thereof from time to time on receipt of request from the *Client* and undertakes to give its full co-operation in this regard; and

Z15.1.7 upgrade, adapt and/or change its systems and processes upon request from the *Client* from time to time, to meet the security standards reasonably required by the *Client* as the Responsible Party in terms of POPIA.

Z16 The *Supplier* hereby indemnifies and holds the *Client* harmless against all claims, losses, damages and costs of whatsoever nature suffered by the *Client* arising from or in relation to the *Supplier*'s (and/or its employees', representatives' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

Z17 The *Client*'s Information Officer who is responsible for overseeing questions in relation to data protection may be contacted at Popia@capetown.gov.za.

The Data which will apply to all Time Charge Orders is

Time Charge Orders are not utilised under this contract.

The Data which will apply to all Work Orders is

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017 (with amendments October 2020)

Main Option	A	Option for resolving and avoiding disputes	W1, as specifically amended herein
Secondary Options	X1, X2, X5 (where applicable), X7, X9, X10 (where applicable), X11		
The *service* is	(To be completed per Work Order)		

The *Client* is

Name	(To be completed per Work Order)
Address for communications	(To be completed per Work Order)
Address for electronic communications	(To be completed per Work Order)

The *Service Manager* is

Name	(To be completed per Work Order)
Address for communications	(To be completed per Work Order)
Address for electronic communications	(To be completed per Work Order)
The Scope is in	C3.5 - WORK ORDER SCOPE prepared for each Work Order contract

[redacted]

The *language of the contract* is: English

The *law of the contract* is the law of: Republic of South Africa

The *period for reply* is: 2 weeks except that

- The *period for reply* for: To be confirmed per Work Order is: To be confirmed

The *period for retention* is: To be confirmed per Work Order year(s) following Completion or earlier termination

The following matters will be included in the Early Warning Register

(To be completed per Work Order)

Early warning meetings are to be held at intervals no longer than: (To be confirmed)

2 The *Consultant's* main responsibilities

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*

The *key dates* and *conditions* to be met are

	condition to be met	*key date*
(1)	(To be completed per Work Order)	(To be completed per Work Order)
(2)	(To be completed per Work Order)	(To be completed per Work Order)
(3)	(To be completed per Work Order)	(To be completed per Work Order)

If Option A is used

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than: 4 weeks

3 Time

The *starting date* is

(To be completed per Work Order but not earlier than date of the purchase order)

The *Client* provides access to the following persons, places and things

access		*access date*
(1)	(To be completed per Work Order)	(To be completed per Work Order)
(2)		
(3)		

The *Consultant* submits revised programmes at intervals no longer than

4 weeks

If the *Client* has decided
the *completion date* for the whole of the *service*

The *completion date* for the whole of the *service* is

(To be completed per Work Order)

If no programme is identified in part two of the Contract Data

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is

2 weeks

[redacted]

4 Quality management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is: 2 weeks

The period between Completion of the whole of the *service* and the *defects date* is: (To be completed per Work Order)

5 Payment

The *currency of the contract* is the: South African Rand

The *assessment interval* is: 4 weeks

If the *Client* states any *expenses* item

The *expenses* stated by the *Client* are stated in C2.2 Pricing Data

The *interest rate* is: 0.00 % per annum

If the period in which payments are made is not three weeks and Y(UK)2 is not used

The period within which payments are made is: [redacted]

6 Compensation events

If there are additional compensation events

These are additional compensation events

None

[redacted]

8 Liabilities and insurance

These are additional *Client's* liabilities

If there are additional *Client's* liabilities

(1) None

(2) None

(3) None

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE *SERVICE* OR TERMINATION
The *Consultant's* failure to use the skill and care normally used by professionals providing services similar to the *service*	R 10 000 000.00 in respect of each claim, without limit to the number of claims	7 years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the *Consultant*) arising from or in connection with the *Consultant* Providing the Service	R 20 000 000.00 in respect of each event, without limit to the number of events	7 years
Death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with the contract	As per Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993 in respect of each event, without limit to the number of events	As per Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993

If the *Client* is to provide any of the insurances stated in the Insurance Table	The *Client* provides these insurances from the Insurance Table	
	(1) Insurance against	Not applicable
	Minimum amount of cover is	Not applicable
	The deductibles are	Not applicable

If additional insurances are be provided	The *Client* provides these additional insurances to	
	(1) Insurance against	Not applicable
	Minimum amount of cover is	Not applicable
	The deductibles are	Not applicable

The *Consultant* provides these additional insurances

(1) Insurance against	(To be completed per Work Order)
Minimum amount of cover is	(To be completed per Work Order)
The deductibles are	(To be completed per Work Order)
(2) Insurance against	(To be completed per Work Order)
Minimum amount of cover is	(To be completed per Work Order)
The deductibles are	(To be completed per Work Order)
(3) Insurance against	(To be completed per Work Order)
Minimum amount of cover is	(To be completed per Work Order)
The deductibles are	(To be completed per Work Order)

The *Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters is limited to	R 10 000 000.00 or twice the total value of the Work Order whichever is greater.

[redacted]

Resolving and avoiding disputes

The *tribunal* is

A court of competent jurisdiction in the Western Cape or Arbitration proceedings conducted in terms of the Arbitration Foundation of South Africa Rules or the Arbitration Act 42 of 1965, at the sole discretion of the *Client*.

If the *tribunal* is arbitration

The *arbitration procedure* is

Arbitration Foundation of Southern Africa Rules or arbitration in terms of the Arbitration Act 42 of 1965

The place where arbitration is to be held is

Cape Town

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

Chairperson of the Arbitration Foundation of Southern Africa (AFSA)

The *Senior Representatives* of the *Client* are

Name (1)

(To be confirmed per Work Order)

Address for communications

(To be confirmed per Work Order)

Address for electronic communications

(To be confirmed per Work Order)

Name (2)

(To be confirmed per Work Order)

Address for communications

(To be confirmed per Work Order)

Address for electronic communications

(To be confirmed per Work Order)

The *Adjudicator* is

Name

(To be confirmed per Work Order)

Address for communications

(To be confirmed per Work Order)

Address for electronic communications

(To be confirmed per Work Order)

The *Adjudicator nominating body* is

ICE-SA or appropriate built environment professional nominating body relevant to the specific Work Order scope as nominated by the *Client*.

X1: Price adjustment for inflation (Use Option C)

If Option X1.4 is used — The proportions used to calculate the Price Adjustment Factor are

0.	85	linked to the index for	services
0.			
0.			
0.			
0.			
0.			
0.		non-adjustable	
1.00			

The *base date* for indices is: As defined in framework contract additional clause **Z2**

These indices are: Contained in Table A of the P0141 Consumer Price Index for the **CPI for services** published by Statistics South Africa.

X2: Changes in the law

If Option X2 is used — The *law of the project* is: South African Law

X5: Sectional Completion

If Option X5 is used — The *completion date* for each section of the *service* is

section	description	*completion date*
(1)	(To be confirmed per Work Order)	(To be confirmed per Work Order)
(2)	(To be confirmed per Work Order)	(To be confirmed per Work Order)
(3)	(To be confirmed per Work Order)	(To be confirmed per Work Order)
(4)	(To be confirmed per Work Order)	(To be confirmed per Work Order)

[redacted]

X7: Delay damages

If Option X7 is used without Option X5

Delay damages for Completion of the whole of the *service* are (To be specified per Work Order) per day

If Option X7 is used with Option X5

Delay damages for each *section* of the *service* are

section	description	amount per day
(1)	(To be confirmed per Work Order)	(To be confirmed per Work Order)
(2)	(To be confirmed per Work Order)	(To be confirmed per Work Order)
(3)	(To be confirmed per Work Order)	(To be confirmed per Work Order)
(4)	(To be confirmed per Work Order)	(To be confirmed per Work Order)
The delay damages for the remainder of the *service* are		(To be confirmed per Work Order)

X10: Information modelling

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is (To be confirmed per Work Order)

Additional conditions of contract

The *additional conditions of contract* are

Z18 Framework contract clauses Z1 to Z17.

Z19 The *Client* may impose the following additional penalties or fines for delay damages, as per Volume 1, Preference Schedule 23, which will be applicable to awarded Works Order contracts:

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)

Z20 Further to the reasons stipulated in Section 91 of the Contract, the *Client* reserves the right to terminate the Works Order for any of the following reasons:

- if the *Consultant* 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;
- 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 *Client* follows the processes as described in its SCM Policy and as otherwise required by applicable law; or
- The implementation of the contract may result in reputational risk or harm to the *Client* as a result of (inter alia) in relation to the *Consultant*:
- reports of poor governance and/or unethical behaviour;
- association with notorious individuals and/or their families;
- poor performance issues, known to the *Client*;
- negative social media reports; or
- adverse assurance (e.g. due diligence) report outcomes.

[redacted]

CITY OF CAPE TOWN

CORPORATE PROJECT, PROGRAMME AND PORTFOLIO MANAGEMENT DEPARTMENT

CONTRACT NO . 092C/2024/25

PROVISION OF SPECIALISED MULTIDISCIPLINARY PROFESSIONAL SERVICES RELATED TO ENGINEERING AND BUILT ENVIRONMENT WORKS

C1.3 Occupational Health and Safety Agreement

ENTERED INTO BY AND BETWEEN

THE CITY OF CAPE TOWN ("*Client*")

and

HHO CONSULTING ENGINEERS (PTY) LTD("Consultant")

1. **Introduction**

A. The *Client* has engaged the services of the *Consultant* to provide Specialised Multidisciplinary Professional Services related to Engineering and Built Environment Works in terms of the General Conditions of Contract of the New Engineering Contract, Version 4 (NEC4), Framework Contract (2017) with the New Engineering Contract, Version 4 (NEC4), Professional Service Contract (2017) as defined in TENDER NO. **092C/2024/25**. ("**Services**").

1.1 Notwithstanding the performance of services by the *Consultant* for and on behalf of the Client, the parties intend that the provisions of section 37(1) of the Occupational Health and Safety Act, 1993 ("**OHSA**") should not apply to the relationship between the *Client* and the Consultant. Accordingly, the parties have agreed to the arrangements and procedures contained in this Agreement to ensure compliance by the *Consultant* with the provisions of the OHSA.

1.2 This Agreement is intended to comply with and constitutes the Agreement contemplated in Section 37(2) of the OHSA.

2. **Duties and responsibilities of employers**

Notwithstanding the provision of services by the *Consultant* to the *Client*, the parties acknowledge and agree that they are separate employers, as contemplated in the OHSA and accordingly, must each ensure compliance with the provisions of the OHSA.

3. **Arrangements and procedures agreed between the parties**

3.1 The *Consultant* shall identify all hazards associated with the Services to be performed, assess the risks associated with those hazards and take such steps as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard to the safety or health of employees, before resorting to personal protective equipment.

3.2 The *Consultant* shall prepare and implement written work procedures and instructions relating to the Services being performed by its employees. It is agreed that:

3.2.1 the *Consultant* shall prepare, implement, maintain, review and update work procedures, standards, rules and/or codes of practice setting out the manner in which work must be performed by its employees;

3.2.2 the *Consultant* will ensure that these procedures will form part of the health and safety training and communication provided by the *Consultant* to its employees; and

3.2.3 the *Consultant* shall ensure that measures are implemented to ensure that its employees comply with the safe work procedures applicable to work being performed.

3.3 The *Consultant* shall cause all its employees performing Services to be informed, in writing, regarding the scope of their authority.

3.4 The *Consultant* shall provide health and safety training to its employees. Without derogating form the generality of this obligation:

3.4.1 the *Consultant* will provide appropriate information, instructions and training to its employees which will include communication of information regarding the hazards associated with Services to be performed; and

3.4.2 health and safety training provided must meet the requirements of the employers duty to inform, as contemplated in section 13 of the OHSA.

3.5 The *Consultant* shall ensure that a system of supervision is in place and that the Services provided are provided under the general supervision of a person trained to understand the hazards associated with the Services and who has the authority to ensure that precautionary measures are taken.

[redacted]

3.6 The *Consultant* shall ensure that all applicable and appropriate statutory appointments required in terms of the OHSA and its regulations have been effected and that these appointments are legally valid and correct.

3.7 The *Consultant* shall ensure that its employees carrying out the Services have been appointed and authorised in writing to perform the Services.

3.8 The *Consultant* shall implement fair and appropriate disciplinary processes and related action against any of its employees regarding non-compliance by such employee with any health and safety standard, policy, practice and/or procedure, or who carries out any act or omission which impacts negatively on health and safety.

3.9 The *Consultant* shall implement systems of work so that its employees are able, as far as reasonably practicable, to work safely and without harm to their health. It is agreed that:

3.9.1 the *Consultant* shall implement and provide systems of work and machinery which are, as far as reasonably practicable, safe and without risks to health;

3.9.2 the *Consultant* shall take all necessary measures to ensure that the requirements of the OHSA are complied with by its employees;

3.9.3 these systems must include the overinspection of any machinery used by the employees of the *Consultant* on a daily basis and as part of a system of regular planned maintenance by the *Consultant*;

3.9.4 occupational hygiene and health monitoring will be conducted by the *Consultant* to ensure that health related hazards are identified and appropriately treated, in line with requirements of the OHSA and its regulations; and

3.9.5 that its employees undergo medical examinations as may be required in terms of the OHSA and its regulations and that no persons will be permitted to perform work unless they are medically fit to do so.

3.10 The *Consultant* shall ensure compliance with reporting requirements, including but not limited to:

3.10.1 the *Consultant* shall ensure that its employees report all unsafe or unhealthy working situations immediately after they become aware of such unsafe or unhealthy work situations to their direct supervisor;

3.10.2 the *Consultant* shall report all significant unsafe or unhealthy working situations to the *Client* through appropriate means, including, reports, health and safety meetings, and other communications, whichever is appropriate and applicable;

3.10.3 designate and appoint health and safety representatives and establish health and safety committees as may be required by the OHSA and ensure that regular meetings are held; and

3.10.4 the *Consultant* shall ensure that all reportable incidents involving its employees and/or equipment in the performance of the Services are reported to the Department of Labour and investigated as required by section 24 of the OHSA read with General Administrative Regulation 9.

3.11 The *Consultant* shall ensure that all required permits, consents, permissions, approvals, certificates, licences and similar regulatory documents are obtained, remain valid and are complied with.

4. **Personal Protective Equipment**

4.1 The *Consultant* shall ensure that necessary and appropriate personal protective equipment ("**PPE**") is provided in accordance with the provisions of the OHSA and that such PPE is used at all relevant times.

4.2 The *Consultant* warrants that its employees have been trained in the correct use, maintenance and limits of PPE and that its employees correctly utilise the PPE when required.

5. **Undertaking to comply and indemnity**

5.1 The *Consultant* undertakes to comply with the OHSA and all applicable regulations promulgated in terms of the OHSA at all times and to implement and maintain the procedures and arrangements referred to in this agreement in pursuance of this compliance.

5.2 The *Consultant* wholly indemnifies the *Client* for any losses, howsoever incurred, caused by, connected to or associated with the *Client* being held vicariously liable for the acts or omissions of the *Consultant* in complying with the duties of an employer, user or contractor in terms of the OHSA or any attempts whatsoever to hold the *Client* vicariously liable including all costs associated with the defence of such allegations.

Signed at on 2026

Witness for **the *Client***

1. [redacted] ....

SIGN HERE

duly authorised and warranting such authority

2. .....

Signed at on

[redacted]

Witness for ***Consultant*** [redacted]

1. [redacted].....
duly authorised and warranting such authority

2. [redacted].....

[redacted]

C1.4 Insurance Broker's Warranty

[redacted]

12 August 2024

TO WHOM IT MAY CONCERN

Dear Sir / Madam

PROOF OF INSURANCE LETTER

This letter serves to confirm that the following entity have the given Insurance Policy in place.

HHO CONSULTING ENGINEERS (PTY) LTD

1.	Cover	:	**Professional Indemnity / Third Party Liability Insurance**
	Limit of Indemnity	:	R70 000 000 each and every claim
2.	Cover	:	**General Public Liability Insurance**
	Limit of Indemnity	:	R70 000 000 each and every claim [redacted]
	Period of Insurance	:	01 April 2024 to 31 March 2025 (both days inclusive)
	Renewal Date	:	01 April 2025
	Retroactive date	:	01 January 1948
	Policy Number	:	[redacted]
	Insurers	:	

We confirm that the above-mentioned policy is currently in full force and effect and is subject to the terms, conditions and exclusions of the policy wording.

Yours faithfully

[redacted]

fia

[redacted]

[redacted]

CITY OF CAPE TOWN

CORPORATE PROJECT, PROGRAMME AND PORTFOLIO MANAGEMENT DEPARTMENT

CONTRACT NO . 092C/2024/25

PROVISION OF SPECIALISED MULTIDISCIPLINARY PROFESSIONAL SERVICES RELATED TO ENGINEERING AND BUILT ENVIRONMENT WORKS

C1.5 Form of Guarantee / Performance Security

Not Applicable

ANNEXURE A
CITY OF CAPE TOWN
CONTRACT GUARANTEES: APPROVED POLICY (updated 03/12/2020)

1. INTRODUCTION

In terms of the City's procurement policy, financial guarantees are required on behalf of contractors to secure certain performance and advance payment obligations of the contractor. The previous list of approved financial institutions from which the City accepted such guarantees has been reviewed and signed off by The Executive Director: Finance (CFO) in terms of the policy set out below.

2. POLICY

(a) Contract guarantees may be accepted only from registered banks and insurance Companies having one of the following ratings from the credit rating agencies indicated:

(i) **Banks:** a short term rating of F1 (Fitch Ratings), A1 (Global Credit Rating Co.) or Prime-1 (Moody's)

(ii) **Insurers**: a claims paying ability rating of A- or above (Global Credit Rating) or A3 or above (Moody's)

(b) A 100% cash deposit with the City (interest free) may be accepted as a contract guarantee in lieu of a paper guarantee.

(c) The Executive Director: Finance (CFO) is authorized to add or delete, temporarily or permanently, the name of a financial institution to or from the list of approved guarantors, notwithstanding the absence or presence of an acceptable credit rating, if he or she is satisfied or unsatisfied as to its credit worthiness in a particular instance.

(d) The list of financial institutions currently accepted by the City as a contract guarantor shall be posted on the City Web and maintained by the Treasury section of the Finance Department.

3. CURRENTLY APPROVED LIST OF FINANCIAL GUARANTORS (Updated 12 October 2021)

The following financial institutions are currently approved for issue of contract guarantees to the City:

National Banks

ABSA Bank Limited
Firstrand Bank Limited
Investec Bank Limited
Nedbank Limited
Standard Bank of South Africa Limited

International Banks (with branches in South Africa)

Barclays Bank PLC
Citibank NA
Credit Agricole Corporate and Investment Bank
HSBC Bank PLC
JPMorgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance Companies

American International Group Inc (AIG)
Bryte Insurance Company Limited
Coface SA
Compass Insurance Company Limited
Credit Guarantee Insurance Corporation of Africa Limited Guardrisk Insurance Company Limited
Hollard Insurance Company Limited
Infiniti Insurance Limited
Lombard Insurance Company Limited
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)

Regent Insurance Company Limited
Renasa Insurance Company Limited
Santam Limited

[redacted]

[redacted]

Part C2: Pricing Data

Pages

C2.1 Pricing Assumptions.....184 – 185

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 Schedule of Rates are brief descriptions used to identify the activities for which prices are required. Typical Work Orders, for which rates are required, are contained in the Part C3.1: Scope of Work..

2. While it is entirely at the tenderer's discretion as regards pricing the Schedules of Rates below, tariffs of fees or indicative time-based fee rates are gazetted from time to time by the built environment professional bodies. These are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums and/or prices, as applicable. Where applicable, tenderers must take into account the possible project types. when pricing the Schedules of Rates.

   The tenderer's attention is drawn to the Municipal Cost Containment Regulations, 2019 (published in Government Gazette on 7 June 2019). Rates tendered must not exceed rates:
   (a) set out in the "Guide on Hourly Fee Rates for Consultants" issued by the Department of Public Service and Administration (DPSA rates); and
   (b) as prescribed by the body regulating the profession of the consultant.

1. 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.
   Rate: The agreed payment per unit of measurement.
   Percentage: *Supplier*'s percentage mark-up.

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 (excluding VAT) in the Schedules of Rates are to be fully inclusive rates for the work described under the several items. Such 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 shall also provide for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.

5. Where a local office is required to be established by the *Supplier* (in terms of clause 3.5 in C1.2: Contract Data), these establishment and operational costs must be included in the tendered time-based rates. These tendered rates shall also include any travel, accommodation, subsistence allowances, etc. paid by the *Supplier* to his employees or sub-consultants for the duration of the local office establishment (see item 19 below) in fulfillment of the Contract.

1. The tenderer may not group a number of items together and tender one lump sum for such group of items.

2. **Tenderers may only price the Award Packages of Preference as they have indicated on Returnable Schedule 26, in accordance with clauses 3.6.1 and 4.10.5 in Part T1.2 Tender Data.**

3. There are no quantities applicable to the tender during the tender submission stage. The rates provided in the Schedules of Rates shall be used in representative Work Orders for tender evaluation purposes in accordance with clause 5.11.1 in Part T1.2: Tender Data.

4. Tenderers shall provide rates and mark-up percentages (excluding VAT) for each required rate for each item specified in every schedule in the Schedules of Rates applicable to the branch(es) tendered for (refer to clause 4.10.5 in Part T1.2: Tender Data).

5. The procedures for the allocation of Work Orders are specified in Part C3.3 – Selection Procedure and C3.4 – Quotation Procedure, Volume 3 of the Contract Document.

6. All rates shall be adjusted in terms of clause X1 of the General Conditions of Contract.

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

8. Tenderers are to note that only those recoverable expenses listed in the Schedules of Rates will be reimbursed to the *Supplier*. 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 tendered rates.

9. Payment will only be made for copies of reports and drawings when requested by the Employer, and all drafts shall be for the *Supplier*'s account.

10. Unless otherwise agreed with the Employer, any air travel will be for the *Supplier*'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 60km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 60km. For the purposes of travel reimbursement, the local office is considered to be within the City of Cape Town municipal boundary and within a 60km radius from the Civic Centre, 12 Hertzog Boulevard, Foreshore, Cape Town. The *Supplier* shall identify the local office location prior to the commencement of Work Order contracts.

12. Travel time and all associated travel costs from outside the City of Cape Town municipal boundary to the local office (eg. air travel) will not be reimbursable.

13. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.

14. Clause 4.13.7(c) in Part T1.2: Tender Data shall be applicable to the submission of Schedules of Rates which have been priced electronically, and which the tenderer wishes to submit as a printed version with his/her tender in the place of a handwritten priced Schedules of Rates.

15. Travel SARS Rates applicable

If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Schedules of Rates, then the printed Schedules of Rates shall take these into account.

The pages of the issued Schedules of Rates should not be removed from the tender document.

[redacted]

Part C3: FRAMEWORK INFORMATION (SCOPE OF WORKS)

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*C3.2.21 AP2 - Civil Infrastructure, Mechanical& Electrical Engineering Services – Specific Scope **Error! Bookmark not defined.***

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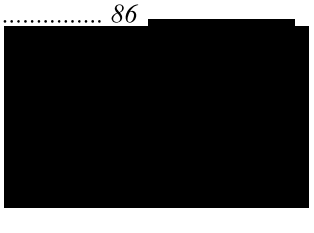
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C3.6 ANNEXES 89

[redacted]

C3.1 Definitions

"Award Package" means the discipline specific grouping of services to be provided by the *Supplier* as outlined in the *framework scope*. The word "Award Package" may be shortened to "AP" combined with the package number (e.g. AP1 means Award Package No. 1).

"**Act of Insolvency**" ,amongst other things , means any act of insolvency as defined in section 8 of the Insolvency Act and as further enumerated and explained in case law.

"Guidelines" means the discipline specific guidelines as listed in C3.2.4.

"HVAC" means heating, ventilation, and air conditioning.

"Key Personnel" means specific personnel within the *Supplier*'s organisation or through established agreements are available throughout the framework contract duration.

"**Preference Schedule"** means Schedule 23, Volume 2 of the Tender Documents.

"Project" means investigation, construction, maintenance or improvement works procured by the *Client*.

"Project Leader" means the duly nominated and qualified professional person provided by the *Supplier* to lead and coordinate Work Order contract teams.

"Schedule of Rates" means the accepted contract rates in C2. Pricing Data.

"Stage Gate Review" mean the *Client* internal process at which Projects are assessed by an internal committee to ascertain whether the Project stage is complete and is ready to proceed to the next stage.

"**Alternative *Supplier***" means the *Supplier* appointed for a specific Award Package to this contract as "Alternative *Supplier*" in C1.1 – Form of Offer and Acceptance.

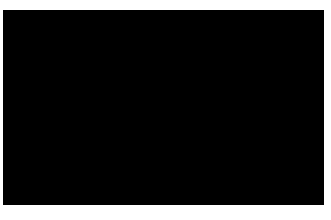
"Verifiable Postgraduate Experience" means experience gained from the time of obtaining the relevant qualification in that particular service or discipline which can be verified by records.

"**Winner**" means the *Supplier* appointed for a specific Award Package to this contract as "Winner" in C1.1 – Form of Offer and Acceptance.

"Intellectual Property" means 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.

"PSC" means the Professional Service Contract as defined in the Contract Data applicable to Work Order contracts.



C3.2 FRAMEWORK SCOPE

C3.2.1 INTRODUCTION AND *CLIENT*'S OBJECTIVE

The Engineering Managament Branch in the Corporate Services Directorate, City of Cape Town was established to provide independent technical advisory services and oversight for project planning and execution to the City's functional line departments. Given the size of organization and the scale of its operations, in order to compliment and support the services provided by the Engineering Services Unit, there is a need for external *Supplier*s to be utilised to support in the delivery of specific city identified projects.

The appointed *Supplier* may be required to full or partial services to any department in the *Client*'s organisation as defined in the specific Works Order briefs. All works will be carried out within the municipal boundaries of The City of Cape Town or as specifically stipulated in the appropriate scope.

C3.2.2 DETAILS OF FRAMEWORK ARRANGEMENT

The range of services is divided into four Award Packages as follows:

Award Package No. 1 – Buildings
Award Package No. 2 – Civil Infrastructure, Mechanical& Electrical Engineering Services
Award Package No. 3 - Geotechnical and Survey Services

The *Client* intends to appoint two (2) Suppliers per Award Package under this framework contract based on the criteria and conditions provided under Volume 1 – Tendering Procedures. The Suppliers appointed for each Award Package are Winner and Alternative Supplier.

The scope of services included in each Award Package is outlined in all relevant sections below.

The *Supplier* will be considered for Time Charge Orders and Work Orders under the Award Package to which they were appointed in terms of the Form of Offer and Acceptance (C1.1).

The *Client* may issue any number of Time Charge Orders or Works Orders including zero.

C3.2.3 GENERAL REQUIREMENTS

This section applies to all Award Packages and includes general requirements applicable to the execution of Time Charge Order and Work Order contracts.

The Supplier to provide the professional services necessary for the implementation of Projects and advisory services to the *Client*. Projects are procured through a competitive bidding process and must comply with all requirements of the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005.

A dedicated Project Leader is required where Work Orders involve multiple discipline specific professionals. The Project Leader has the minimum experience and qualification attributes as stated below:

> **Category B, Project Manager, Engineer or Quantity Surveyor as defined in** Error! Reference source not found.**, Note A1 or** Error! Reference source not found. **Note B1 or** Error! Reference source not found. **or Note D1.**

For small and less complex Word Orders, the Project Leader may be a person involved in functional execution of the Work Order. The *Supplier* includes the role, proposed utilisation and details of the Project Leader in the *Supplier*'s quotation.

The *Supplier* will provide services under Work Order contracts to any Department or Directorate in the City of Cape Town. All Work Orders will be executed within the geographical borders of the City of Cape Town. The *Supplier* personnel engaged in Work Order contracts should be available for meetings, site visits and construction monitoring anywhere within the geographical borders of Cape Town within 48 hours of the request by the *Client's Representative* or *Service Manager* to do so.

C3.2.4 GUIDELINE REFERENCES

The following industry standard guidelines apply for the execution of Word Orders as expanded or amended by the individual Work Order scope:

Engineering (All disciplines) - The relevant sections as described in the Scope of Services of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015 as gazetted in Government Gazette No. 39480, 4 December 2015.

Quantity Surveying - The relevant sections of the Guideline Tariff of Professional Fees in respect of Services rendered by Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), Board Notice 170 of 2015 as gazetted in Government Gazette No. 39134, 28 August 2015.

Architecture - The relevant sections as described in the Framework for the Professional Fees Guideline in respect of services provided by persons registered in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), Board Notices 121 and 122 of 2015 as gazetted in Government Gazette no. 38863, 12 June 2015.

Landscape Architecture - The relevant sections as described in the Scope of Services in the Amended Landscape Architectural Work Stages – January 2011, published by the South African Council for the Landscape Architectural Profession (available on their website www.saclap.co.za).

Project Management - The relevant sections as described in the Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act, 2000 (Act 48 of 2000), Board Notice 202 of 2011 as gazetted in Government Gazette No. 34858, 23 December 2011.

Health and Safety - The relevant sections as described in the Guideline Scope of Services and Recommended Guideline Tariff of Fees for Construction Health and Safety Professionals Registered in terms of the Project and Construction Management Professions Act, 2000 (Act 48 of 2000), Board Notice 167 of 2019 as gazetted in government Gazette No. 42697, 13 September 2019.

The above Guidelines has reference to scope of work and deliverables only. The financial fee calculations and fee guidelines contained in the Guidelines are not applicable to this contract and agreed contract rates apply for all Work Orders.

C3.2.5 GENERAL SCOPE OF SERVICES

The general scope of services described in this section applies to all Award Packages and includes requirements that may be applicable to the execution of Time Charge Order and Work Order contracts.

C3.2.5.1 Normal Services

Stage 1 – Inception

Basic scope of services as detailed in the Guidelines. Any reference to an agreement in this section refers to the Work Order contracts.

The *Supplier* may be required to compile a report for the scoping Stage Gate Review and attend the Stage Gate Review session.

Stage 2 – Concept and Viability

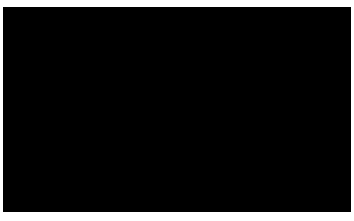
Basic scope of services as detailed in the Guidelines.

The *Supplier* may be required to compile a report for the feasibility and/or concept design Stage Gate Review and attend the Stage Gate Review session.

Stage 3 – Design Development

Basic scope of services as detailed in the Guidelines.

Design development for renovation and upgrade Projects shall consider and minimise disruption to the working environment of staff adjacent to work areas. A form of screening 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.



The *Supplier* is 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.

Format, template, number and type of copies for drawings and reports to be specified in the Work Order brief.

The *Supplier* may be required to compile a report for the detailed design Stage Gate Review and attend the Stage Gate Review session.

Stage 4 – Documentation and Procurement

Basic scope of services as detailed in the Guidelines.

The *Supplier* shall provide those services necessary for the preparation of procurement documentation, advertising of tenders, and the evaluation of tenders received. The *Supplier* shall confirm the *Client*'s procurement (Supply Chain Management) policies and procedures prior to the preparation of any procurement documentation.

The *Supplier* shall prepare construction contract document based on the Construction Industry Development Board's (CIDB) or non-CIDB format, as agreed for the Work Order with the *Client*. The *Supplier* shall liaise with the *Client* during the preparation of the contract document to determine any other specific requirements.

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

The *Supplier* should note that it is the *Client*'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 provisional sums or prime cost items of greater value than R300 000 (incl. VAT) be included in the Bills of Quantities, the *Supplier* will be expected to follow an open competitive process in respect of these items, on behalf of the contractor. This will include the preparation of a tender document, advertising and receiving tenders, and evaluating same on behalf of the contractor.

The *Supplier* shall prepare a draft contract document and should be submitted to the *Client* for scrutiny at least four weeks prior to the Bid Specification Committee meeting taking place. The *Supplier* shall attend Bid Specification Committee meetings (as required) 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.

Once the contract document has been finalised, the *Supplier* shall supply the *Client* with an electronic copy of the documents and drawings.

The *Supplier* shall be responsible for providing the *Client* with the required number of copies of plans and tender documents for tender purposes (both hard copy and on a flash drive). The requirements are to specified in the Work Order brief.

The *Supplier* shall, during the tender period, attend and preside over a tender clarification meeting, and respond to all queries received during this period. This will include the preparation of any Notice to Tenderers

Once tenders close, the *Supplier* shall prepare a technical evaluation report for consideration by the *Client*'s Bid Evaluation Committee (BEC). The *Supplier* may be required to attend the BEC Meeting and may be asked to respond to any queries the committee may raise and follow up on any issues requiring attention/action.

Once approved by the *Client*, the *Supplier* shall facilitate the signing up of the construction contract, in consultation with the *Client*.

Stage 5 – Construction Administration and Inspection

Basic scope of services as detailed in the Guidelines.

The *Supplier* shall provide those services as required to manage, administer and monitor the construction contract, including co-ordination of the inspection of the works by the other members of the professional team, as and when necessary. The service to be provided shall include, where necessary detailed drawings prepared by the contractor for manufacture and installation.

The *Supplier* 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 form part of the normal services to be provided by the *Supplier*.



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

The *Supplier* may be required to compile a report for the implementation Stage Gate Review and attend the Stage Gate Review session.

Stage 6 – Close-out

Basic scope of services as detailed in the Guidelines.

The *Supplier* prepares and coordinates the preparation of as-built record drawings, operation and maintenance manuals and any other documentation related to the operation and maintenance of the asset.

The *Supplier* compiles a project close-out report for submission to the *Client*, 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.

The *Supplier* may be required to compile a report for the close-out Stage Gate Review and attend the Stage Gate Review session.

C3.2.5.2 Planning, Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended and expanded upon in the Work Order Scope.

C3.2.5.3 Additional Services

The *Supplier* may be required to provide additional services, the scope of which is set out in the relevant sections of the Guidelines. In addition, the following requirements apply.

C3.2.5.3.1 Service Enquiries/Wayleave Applications

The *Supplier* is responsible for all initial service enquiries/wayleave applications from the various service authorities, the requirements of whom shall be carried through into the designs and tender documentation as necessary.

C3.2.5.3.2 Preferential Procurement and Targeted Participation

The *Supplier* provides all services related to preferential procurement and targeted participation in respect of the Project contract including but not limited to:

- the incorporation into the contract documentation of:

    i) preferential procurement requirements in respect of B-BBEE and, if applicable, local production and content, and
    ii) targeted participation goals in respect of targeted labour and/or resources.

- the monitoring and verification of compliance with (i) and (ii) in (a) above during the construction contract (including the receiving and collation of documentary evidence submitted by the contractor in this regard).

C3.2.5.3.3 Level 3 Construction Monitoring

The level of construction monitoring required, if any, will be stated in the Works Order brief, as defined in the Schedule of Rates applies to all full time construction monitoring services.

The *Supplier* acts as the *Client*'s Representative in terms of the Occupational Health and Safety Act.

The *Supplier*, in submitting a tender for this professional services contract, shall be deemed to have acknowledged acceptance of the appointment as the *Client*'s Construction Health and Safety Agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014, should the *Client* accept the tender. The *Supplier* shall, as such, execute all of the duties of the *Client* as contemplated in the Construction Regulations.

C3.2.5.4 Environmental, Public Participation and Heritage

C3.2.5.4.1 Environmental Assessment Practitioner

An independent Environmental Assessment Practitioner (EAP) is required to assess the project objectively, provide advice on the implementation of relevant environmental legislation and the requirements for any Environmental Assessments, undertake such assessments (where required), obtain the required Environmental Authorisation from the Environmental Authorities (where required) and develop an Environmental Management Programme (EMPr) for the project.

The EAP will be responsible for the planning, management, coordination of environmental impact assessments, strategic environmental assessments, environmental management programmes or any other appropriate environmental instruments introduced through regulations

An EAP may be required to act as a Review EAP on any project as instructed by the *Client*. A Review EAP must fulfil the requirements of an EAP and must be registered with EAPASA.

C3.2.5.4.2 Public Participation Practitioner

When required, a Public Participation Practitioner will assist with any Environmental Impact Assessments or similar.

C3.2.5.4.3 Environmental Control Officer

An independent Environmental Control Officer (ECO) is required to monitor objectively the implementation of relevant environmental legislation, conditions of Environmental Authorisations (EAs or other environmental licences, permits) and the Environmental Management Plan for the project. The ECO must be on site prior to any site establishment and must form an integral part of the project team.

Where required for a specific Work Order, the *Supplier* provides a suitably experienced Environmental Control Officer (ECO) whose responsibilities shall be as follows:

(a) to prepare a project specific Construction Environmental Management Programme (specification) (EMPr) for inclusion into the construction tender/contract documents.
(b) to assist the *Client's Representative/ Service Manager*/Engineer/Principal Agent in ensuring that any necessary permits are obtained.
(c) to convey the contents of the EMPr 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) to monitor and verify that the EMPr is adhered to at all times, and to inform the *Client's Representative/ Service Manager* /Engineer/Principal Agent if the specifications are not followed.
(e) to review construction method statements for approval by the *Client's Representative/ Service Manager* /Engineer/Principal Agent.
(f) to assist the *Client*'s *Representative/ Service Manager/* Engineer/Principal Agent and contractor in finding environmentally responsible solutions to problems.
(g) to 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) to ensure that all activities/incidents concerning the environment are recorded in the site records, to monitor and review such records and advise the *Client's Representative/ Service Manager* /Engineer/Principal Agent of any action necessary.
(i) to inspect the site and surrounding areas with regard to compliance with the EMPr.
(j) to advise the *Client's Representative/ Service Manager/* Engineer/Principal Agent on the imposition of penalties or fines specified in the EMPr, or the removal of person(s) and/or equipment not complying with the specifications.

The frequency of site visits/inspections shall be as and when necessary, but not less than at monthly intervals.

C3.2.5.4.4 Environmental Auditor

An independent Environmental Auditor is required to undertake environmental compliance audits at prescribed timeframes (prescribed by the competent authority) for the duration of construction related activities (and thereafter as required). These audits must comply with the requirements as prescribed in Regulation 34 of the EIA Regulations, 2014, as amended.



C3.2.5.4.5 Heritage Assessment Practitioner

An independent Heritage Assessment Practitioner (HAP) may be required to assess a project objectively and provide advice on the implementation of the National Heritage Resources Act and Heritage Protection Overlay zoning where this is in place. The Heritage practitioner will be required to complete any Notifications of Intent to Develop, carry out any heritage impact assessments or develop heritage statements for the project, and assist with any required applications under heritage legislation as well as with the implementation of any heritage requirements put in place by the relevant authorities. It must be noted that the heritage practitioner should be appropriately experienced/qualified in the applicable fields of heritage such as built environment, archaeology or palaeontology as required.

C3.2.5.5 Training of Personnel

The *Client* may require that the *Supplier* provide training and transfer knowledge to one or more of the *Client*'s staff, described as a Trainee for the purposes of this Contract.

The preferred situation will be that the Trainee is incorporated into the *Supplier*'s team for a particular Work Order. The Trainee should be given specific design tasks to complete under the supervision of an experienced and relevant engineer, referred to as the Supervisor.

The Supervisor will be required to:

- Guide and instruct the Trainee in the execution of the tasks
- Monitor the Trainee's progress
- Provide monthly feedback on the Trainee's progress

Remuneration will be based on contract rates for the effective time spent by the personnel in the supervision and training of the Trainee.

C3.2.5.6 Other Services

The *Supplier* will provide all services which are within the capabilities of the Award Package personnel as detailed in sections **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.** as applicable.

Where the *Client* requires materials, equipment, testing and/or any other recoverable expenses not specifically covered in the *framework scope*, such items will be provided by the *Supplier* on a cost basis plus administration fee as per the Schedule of Rates. Prior approval needs to be obtained from the *Client* before these items may be procured.

C3.2.6 COMMUNICATIONS

Supplier submits requests for formal approval, claims, invoices and notifications in electronic format, followed by original hard copy for record.

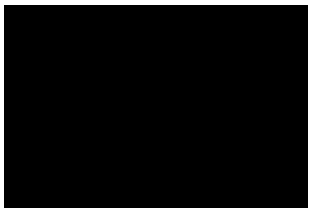
Electronic communications are subject to the provisions of the Electronic Communications and Transactions Act, 2002. For the purposes of this contract, Electronic communications are deemed to be received when the sender receives a delivery receipt or reply message from the recipient or if the recipient has acted on the communication received.

The *Supplier* sends to the *Client*, technical drawings and information models in Portable Document Format (PDF) plus any applicable working document formats and configuration file formats including but not limited to; .rvt, .ifc, .nwd, .dwg, .ctb.

The *Supplier* provides hard copies for drawings, contracts & reports when instructed to do so by the *Client's Representative or Service Manager*. Compensation for costs associated with hardcopy production is in accordance with the Schedule of Rates.

C3.2.7 HEALTH & SAFETY

The *Supplier* shall conduct his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), and Construction Regulations 2014 and ensure that any sub-consultants/contractors employed by the *Supplier* also comply with the requirements of the Act and Regulations. The *Supplier* shall enter into an agreement with the *Client* in this regard before the commencement of any Word Order under this contract (Form C1.3, Occupational Health and Safety Agreement Part C1, refers).



C3.2.8 REPORTING

In addition to the reports required as part of the scope of services, the *Supplier* may be required to prepare, or contribute to, ad hoc reports on specific aspects of a Project.

The *Supplier* shall submit monthly cost reports to the *Client* showing expenditure in respect of both the Work Order contract and the Project along with the projected expenditure to the end of the relevant financial year.

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

A preliminary Project Close-Out Report shall be submitted to the *Client* 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.

C3.2.9 APPLICABLE LAWS, POLICIES, PROCEDURES STANDARDS

The *Supplier* shall ensure that all applicable national and international laws and standards are complied with 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.

The *Supplier* shall comply with all requirements of SANS 10400 – The National Building Regulations including the requirements of oversight, inspection and approval of designs and works by the relevant competent persons as defined in the regulations.

The latest editions of the Municipal Finance Management Act and all City of Cape Town Supply Chain Management Policies and correspondings Standard Operating Procedures will apply. 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.

Work Order scope must list all specifications and standards applicable to the Work Order.

C3.2.10 APPROVALS

The *Supplier* is responsible for obtaining the following approvals:

(a) Approval of the implementation programme from the *Client*,
(b) Approval of the conceptual and preliminary designs from the *Client*,
(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 *Client*,
(f) Wayleave approval from all service authorities,
(g) Approval of the Engineers Representative from the *Client*,
(h) In respect of time based services, approval of the allocation of staff from the *Client*,
(i) Approval for the employment of specialist sub-consultants from the *Client*,
(j) Approval of plans from Department of Planning and Building Development within City of Cape Town in accordance with the National Building Regulations and Building Standards Act (Act 103 of 1977) and all necessary certifications,
(k) Approval for the employment of specialist sub-consultants and their applicable costs/hourly rates from the *Client*,
(l) Approval of the accommodation of traffic plans from the Traffic Manager.

Notwithstanding any approval received from the *Client*, the *Supplier* remain responsible for all work carried out by the *Supplier* and its sub-consultants in terms of this contract

C3.2.11 PROJECT PROCUREMENT

C3.2.11.1 Preferential Procurement

The Work Order 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.



The *Supplier*'s attention is drawn to other sanctions that may be applied by the *Client* (listed in the Preference Schedule) with due consideration to the circumstances.

C3.2.11.2 Monitoring the use of sub-contractors/sub-consultants and joint ventures

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

In order, however, to comply with the requirements of the Preference Schedule, the *Supplier* shall submit to the *Client*'s *Representative or Service Manager*, on a monthly basis, a **B-BBEE Sub-contract Expenditure Report**. The format of this report is provided in Annex 2 attached.

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

The *Supplier* shall furthermore, on the written request of the *Client's Representative* or *Service Manager*, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors employed by the *Supplier*.

C3.2.11.3 Forms for contract administration

The *Supplier* 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):

(a) B-BBEE Sub-contract Expenditure Report (Annex 1)
(b) 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 *Client* shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preference conditions in the Preference Schedule. 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 *Client's Representative* or *Service Manager*.

C3.2.12 MEETINGS

The specific requirement, frequency, type and number of meetings for Work Order contracts is provided by the *Client* in the Work Order brief.

C3.2.12.1 Management Meetings

During the initial stages of Projects (Planning, Studies, Investigations and Assessments; Inception; Concept and Viability and Design Development) the *Supplier* will be expected to attend monthly management meetings with the *Client's Representative*, *Service Manager* and others, convened for the purpose of managing these Projects. The Project Leader will represent the *Supplier* team responsible for executing the Work Order.

C3.2.12.2 Community/Stakeholder Meetings

The *Supplier* 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 anticipated that it will be necessary to continue with community/stakeholder participation through the construction period, including to respond to any individual queries/concerns that may be raised.

C3.2.12.3 Supply Chain Management (SCM) Committee Meetings

During the course of the Documentation and Procurement stage, the *Supplier* 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 *Client*.



The *Supplier* shall plan to attend two BSC meetings and two BEC meetings. The number of meetings can vary depending on the complexity and extent of interest shown in the tender.

C3.2.12.4 Site/Technical Meetings

During the Contract Administration and Inspection stage of the Project, the *Supplier* shall convene and run monthly site meetings at which the *Client* and contractor will be present, as well as any technical meetings with the contractor as may be required to ensure the successful implementation of these projects.

C3.2.12.5 Ad-hoc Meetings

The *Supplier* will be expected to attend ad-hoc meetings from time to time, with the *Client*, stakeholder groups, or service or other authorities, in order to address specific issues as and when the need arises.

C3.2.12.6 General

The *Supplier* shall be represented at all meetings by at least one of the key personnel, preferably the Project Leader. The *Supplier* shall provide secretarial services (for record keeping purposes) at all management, community/stakeholder, site/technical, and ad-hoc meetings.

C3.2.13 INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

Any intellectual property (including but not limited to source documents, designs, maps, drawings, reports, statistics, recordings, photography, computer software, electronic documents, etc.) that results from the execution of a Time Charge Order or Work Order contracts will be the sole property of the City of Cape Town.

In alignment with the above, any information arising from or within a Time Charge Order, Work Order or Project will be treated as confidential and no information is to be divulged, provided to or mentioned to persons or parties not involved in the project or used marketing purposes except where permission is granted in writing for that specific purpose.

The following provisions apply in terms of Intellectual Property:

a) The *Supplier* acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the *Client*.

b) The *Supplier* hereby irrevocably assigns to the *Client*, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract and waives and abandons all moral rights therein, and the Client hereby accepts same, unless the Parties expressly agree otherwise in writing.

c) The *Supplier* shall, and warrants that it shall:

I. not be entitled to use the *Client*'s Intellectual Property for any purpose other than as contemplated in this contract;

II. not modify, add to, change or alter the *Client*'s Intellectual Property, or any information or data related thereto, nor may the *Supplier* 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 *Client*;

III. not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the *Client*;

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

V. ensure that its employees, directors, members and contractors comply strictly with the provisions above; unless the *Client* expressly agrees thereto in writing after obtaining due internal authority;



VI. notify the Client of any breach of the Client's Intellectual Property rights as soon as it becomes aware of same and take all steps reasonably necessary to protect the Client's Intellectual Property rights.

d) The *Supplier* represents and warrants to the *Client* 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 and holds the *Client* harmless against any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the *Supplier* of any third party's Intellectual Property rights.

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

f) Copyright in 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 *Client*. Where copyright is vested in the *Supplier*, the *Client* 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 *Supplier*'s permission to copy for such use.

g) The ownership of data and factual information collected by the *Supplier* and paid for by the *Client* shall, after payment by the *Client*, lie with the *Client*.

C3.2.14 QUALITY CONTROL

The *Supplier* maintains and implements an internal quality control system for the provision of services and deliverables in accordance with the ISO 9001:2015 standard.

The *Supplier* submits with every Work Order Quotation a quality plan for the proposed works.

C3.2.15 RETENTION OF DOCUMENTS

The *Supplier* retains copies of documentation in all of the following formats:

- Un-editable electronic format such as PDF and;
- Editable working documents (e.g. .dwg, .rvt, .docx, .xlsx, .mpp)

When requested to do so by the *Client* within the *period of retention*, the *Supplier* submits any documents retained in terms of clause 13.9 of the PSC to the *Client* within 7 days.

C3.2.16 PROGRAMME REQUIREMENTS

The *Supplier* provides the programme in Microsoft Project Format (.mpp), Portable Document Format (PDF) and hard copy unless otherwise specified in the Work Order scope.

C3.2.17 APPLICATION FOR PAYMENT

The *Supplier* submits application for payment against Work Order contracts on a monthly basis or at the conclusion of the work package. The day of submission to be specified in the Work Order scope. The application for payment includes the following information:

- Tax invoice including purchase order number;
- Resources and time utilised for the payment period;
- Reference to deliverables provided and;
- Original invoices for cost reimbursement items.

Period for payment commences only once all of the required information as listed above is received.

Section 20(1) of the Value Added Tax Act No. 89 of 1991 requires that the *Supplier* 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 *Supplier* shall provide a tax invoice (VAT invoice) which shall be included with each account delivered to the *Client*. Failure by the *Supplier* to provide a tax invoice (VAT invoice) timeously may delay payment by the *Client* and **no interest shall accrue**.

C3.2.18 SUPPORT RESOURCES

The *Supplier* must have access to,and familiarity with, licenced software as follows:

- Drawing software packages that is compatible with the City of Cape Town's drawing packages. The City of Cape Town currently uses AutoCAD 2018 Version and AutoCAD Civil 3D.
- Building Information Modelling Software (Autodesk Revit or equivalent).
- Project management software (Microsoft Project or equivalent package compatible with mpp files.
- Relevant technical analysis and design software required to perform the core functionalities of each discipline. The use of free design services and software which favours proprietary products or solutions as part of their outcome shall not be permitted.

C3.2.19 KEY PERSONNEL MINIMUM CRITERIA

The *Supplier* maintains all *Key Personnel* listed in the tables below applicable to the Award Package which the *Supplier* has been awarded. *Key Personnel* are utilised by the *Supplier* to perform the services as outlined in the *framework scope*. Additional personnel are employed or contracted by the *Supplier* to fulfil the full range of services as required in the *framework scope,* these additional personnel are not classified as *Key Personnel*. Details and CV's of *Key Personnel* which are submitted as part of the tender and evaluation process in accordance with the requirements of Volume 1 – Tendering Procedures, will remain the nominated *Key Personnel* unless substituted as described below.

Key Personnel are not substituted without approval of the *Client's Representative*. 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 written approval of the *Client*.

The *Supplier* informs the *Client* within 3 days of any changes or proposed changes to the Key Personnel identified for this contract. If the minimum Key Personnel requirement is not maintained, the *Client* may exclude the *Supplier* from consideration for Time Charge Orders or Work Orders.

The *Client's Representative* notifies the *Supplier* that the minimum requirements for Key Personnel are not in accordance with the *framework scope*. If the minimum requirements for Key Personnel is not restored within 4 weeks of the *Client*'s Representative notice, the *Client* may terminate this framework contract.

4.1.4.2.3 Award Package 3 – Key Personnel

KEY PERSONNEL (Award Package 4 – Geotechnical & Surveying)				
Item	**Service**	**Personnel Requirements**	**Number of personnel required for Award Package 4**	**Schedule of Rates Reference**
3.1	Geotechnical Engineering	The required personnel must be a professionally registered Civil Engineer or Civil Engineering Technologist (**Pr. Eng** or **Pr.Tech Eng**) with verifiable postgraduate experience in the field of geotechnical engineering.	One (1)	4.2.2 (C2)

[redacted]

KEY PERSONNEL (Award Package 4 – Geotechnical & Surveying)				
Item	**Service**	**Personnel Requirements**	**Number of personnel required for Award Package 4**	**Schedule of Rates Reference**
3	Engineering Geology	The required personnel must be professionally registered (**PrSciNat**) with at least **10 (ten) years** verifiable postgraduate experience in the field of engineering geology. The required personnel must have at least a NQF level 8 (including an Honours degree) in engineering geology or similar earth science field of expertise.	One (1)	4.2.18 (S2)

[redacted]

C3.2.20 AP3 - GEOTECHNICAL AND SURVEY SERVICES – SPECIFIC SCOPE

This section applies to Award Package No. 3 - **Geotechnical and Survey Services** only.

General

The *Supplier* is required to provide the professional services by the utilization of personnel as required in section **Error! Reference source not found.** for Work Order contracts related to the following typical Projects. The typical Projects listed below are not exhaustive and Work Orders briefs may include any Project that are within the capabilities of the personnel listed in **Error! Reference source not found.**.

Feasibility studies, planning, advisory services, design, project management, cost consulting, construction monitoring, commissioning and operational advisory services for the following types of projects:

- Geotechnical investigation works
- Foundations and foundation support projects
- Slope stability and rock fall protection
- Deep excavations and temporary works
- Hydrogeological works
- Dewatering projects
- Special projects (related to Award Package personnel capabilities)
- Contract and project peer reviews

Investigation Services as follows:

- Geotechnical investigations
- Topographical and land surveys
- Forensic engineering investigations and expert witness services

Provide input and advisory services related to internal City of Cape Town initiatives, including but not limited to:

- Technical, contractual and cost-related advice.
- Contract improvements
- Development of guidelines and specifications

Geotechnical Related works will be required for many projects that will necessitate input from experienced individuals in subsurface investigations and geotechnical design. The level of geotechnical investigation and design input will be stated in the Works Order Brief.

The *Supplier* shall, when called upon to do so by the *Client*, submit a fully motivated proposal for such subsurface investigation, either including or excluding geotechnical design, to the *Client* for approval.

Geotechnical subsurface investigation will be undertaken in accordance to industry accepted standard as detailed in GFSH-2, the SAICE Site Investigation Code of Practice (SICoP) and/or Eurocode 7 Part 2 (EN1997-2) and recorded in terms of the relevant codes (all parts). The different codes addresses reporting in; Section 6 of EN1997-2, Section 3.4 of EN1997-1, Section 5.2 of SAICE SICoP and Section 5 of GFSH-2.

The Geotechnical Project/Structure will be classified into a Geotechnical Category in accordance to SANS10160-5 before and after the investigation (Considering factual account).

Geotechnical design shall be undertaken and recorded in a Geotechnical Design Report in accordance with Eurocode 7 Part 1 (EN1997-1) and other applicable design standards (SANS8006-1, SAICE Lateral Support in Surface Excavations Code of Practice, etc.). Designs shall be recorded in terms of Section 2.8 of EN1997-1.

Supervision of the subsurface investigation work shall only be undertaken by suitably qualified and experienced personnel. Dependant on the scope and/or scale of such subsurface investigation, supervision may be required on a full time or part time basis as determined by the *Client*.

The logging of the cores and profiling of test pits are the *Supplier*'s responsibility. All core logging and test pit profiling are to be carried out, officially checked and signed by a suitably qualified and experienced Engineering Geologist (PrSciNat) as specified in Section 38 of the COTO Standards and Specifications for Subsurface Investigations (2010).



The *Supplier*'s geotechnical engineer (Category agreed between *Client* and Supplier will depend on scope and complexity) shall be responsible for reviewing the results of the investigations and confirming its acceptance. The geotechnical engineer (Pr Eng) will be involved in the planning and meeting with the drilling sub-contractor on site prior to providing the proposal. The geotechnical engineer will be responsible for the acceptance of data collected during the investigation including amongst others, core logs, test pit profiles, laboratory test, etc. and the production of a factual geotechnical report. In addition, the geotechnical engineer will be responsible for an interpretive geotechnical report as well as a design geotechnical report required for fulfilling the design.

Cadastral surveys shall be undertaken by a registered Professional Land Surveyor. Works include topographic surveys, measured building surveys, compiling SG diagrams, flood line surveys, sectional title surveys & boundary surveys. All works carried shall be in accordance with the Geomatics Profession Act 19 Of 2013. Typical information provided in topographic survey drawings include:

- Site levels and contours. Spot levels should be provided at a maximum of 5m grid intervals and depending on the size and nature of the site be provided at closer intervals. Maximum contour internal should be 0.5m.
- 3D site ground model triangulated from the spot levels.
- Position, height, description and finished floor levels (FFL) for any existing buildings.
- Layout plus centreline and kerb levels of any existing internal roads / parking and public roads adjacent to the site. Extent to which the external roads need to be surveyed should be specified by the designer. Description of paving finish to be included.
- Position with cover and invert levels of visible and accessible storm water drainage inlets and sewer manholes on site and adjacent to site, extent of which is to be specified by the designer.
- Position of water, electricity and telecommunication infrastructure on site.
- Establishing survey benchmarks with XYZ-coordinates at suitable positions on site.
- Location and description of fire hydrants, street lights, transformers, distributions boards, feeder pillars, fences and other static equipment.
- Position and description of any other relevant prominent features on site.
- Estimated positions of underground services based on visual observations.
- Servitudes and access rights.
- Cadastral plot boundaries.

Operations for drone based surveys shall conform to the South African Civil Aviation Authority (SACAA) regulations and licencing requirements. Drone operators shall be fully licenced with all authorisation and permits obtained prior to commencement of works. Drones should be able to cover large areas where the aircraft is outside of the operator's line-of-sight and operator should be suitably licenced to carry out such operations. Outputs from aerial surveys should include 3D ground models compatible with Autodesk or similar software applications. Arial photography and BIM model layers may also be required. Aerial survey data Z-values should be accurate to at least 6cm.

Personnel requirements

The requirements of the various personnel are contained in the notes provided in this section. The *Supplier* must be able to provide the services of personnel for Work Order contracts to the full extent listed in this section.

The following Notes (Note D1 to D18) are applicable to Built Environment Services:

Note D1. **General Note: The following note shall be applicable to all personnel and should be read in conjunction with specific requirements contained in Notes D2 to D18, if applicable.**

Category A: The required personnel must be professionally registered with at least **20 (twenty) years** verifiable postgraduate experience in their specific field whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert.

Category B: The required personnel must be a professionally registered with at least **10 (ten) years** verifiable postgraduate experience in their specific field who, jointly or severally with other partners, co-directors or co-members, bears the risk of the business or who takes responsibility for the projects and related liabilities of the practice and where his level of expertise and proven experience is commensurate with the position and provides strategic guidance in planning and executing a project.

Category C: The required personnel must be a professionally registered with at least **5 (five) years** verifiable postgraduate experience in their specific field and with adequate expertise performing work of a technical nature and who carry the direct technical responsibility for one or more specific activities related to a project.

[redacted]

Category D: All other salaried technical staff with adequate expertise and relevant experience performing work of a technical nature with direction and control provided by any person contemplated in categories A, B or C. Need not be professionally registered and can be an Architect, Engineer, Scientist, Technologist or Technician (as applicable).

Note D2. **Geotechnical Engineer:** Categorisation shall be defined as per Note D1 with the following specific requirements:

Categories A, B, C, D: The required personnel must be a professionally registered Civil Engineer or Civil Engineering Technologist (Pr. Eng or Pr.Tech Eng) with verifiable postgraduate experience in the field of geotechnical engineering (e.g. Design of - lateral support systems, pilled foundations, ground improvement, geotechnical investigations, Geosynthetics, grouted anchors, soil-structure interaction, Finite Element analyses, embankment stabilisation) and must have a postgraduate qualification in the specialised field (NQF level 8 minimum). Category A must have as a minimum a Master's degree in Geotechnical (Civil) Engineering (NQF Level 9) It would be preferred if the personnel has sufficient experience in the Geological conditions of the City of Cape Town. Category D personnel are not required to be professionally registered.

Note D3. **Engineering Geologist:** Categorisation shall be defined as per Note D1 with the following specific requirements:

Category A, B, C, D: The required personnel must be professionally registered (PrSciNat) with verifiable postgraduate experience in the field of engineering geology. The required personnel must have at least a NQF level 8 (including an Honours degree) in engineering geology or similar earth science field of expertise. Category D personnel are not required to be professionally registered.

Note D4. **Geophysicist:** The required personnel must be professionally registered (PrSciNat) and have a Master's Degree in geophysics with at least 8 (eight) years verifiable postgraduate experience in the field of geophysics.

Note D5. **BIM Manager:** The required personnel must have a construction related qualification, BIM certification (similar to Autodesk Certified Expert) with at least 8 (eight) years verifiable postgraduate experience in Build Information Systems modelling and management using Autodesk Revit, Civil 3D and other similar BIM packages. Competencies as per the requirements for BIM Modeller expanded to include 4D construction rehearsals, 3D logistics plans, temporary works, visual method statements, processing point cloud data, creation of Employers Information Requirements (EIRs), creation BIM Execution Plans (BEPs), capture and integration of asset data, set up and maintenance of the Common Data Environment.

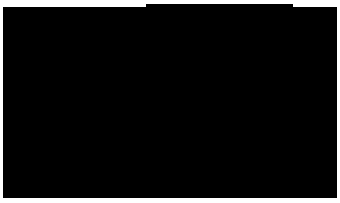
Note D6. **BIM Modeller:** The required personnel must be a certified BIM practitioner (similar or equal to Autodesk Certified Professional) with at least 3 (three) years verifiable experience in BIM modelling (Autodesk Revit, Civil 3D, or similar) relevant to the specific technical field (e.g. Architecture, Structural-, Civil-, Mechanical-, Electrical-, Piping Engineering).

Note D7. **CAD Technician:** The required personnel must be a certified CAD practitioner (similar or equal to Autodesk Certified Professional) with at least 3 (three) years verifiable experience in CAD draughting relevant to the specific technical field (e.g. Architecture, Structural Engineering, Civil Engineering).

Note D8. **GIS Technician:** The required personnel must have an appropriate 3-year Bachelor's Degree/Diploma in Geography/Environmental Sciences/Cartography or an appropriate equivalent qualification with GIS or Information Management as a major subject and be registered with SAGC. Three (3) years' experience and knowledge in ArcView, ArcGIS, geographical information systems (GIS), Geo-database implementation and data management.

Note D9. **Document Control / Support / Assistant:** The required personnel shall be capable in performing non-technical roles in assistance of the technical staff with at least 2 (two) years verifiable industry experience.

Note D10. **Groundwater Engineer** Categorisation shall be defined as per Note D1 with the following specific requirements:



Categories A, B, C, D: The technical resource shall have a Civil Engineering qualification and verifiable postgraduate experience in the field of groundwater engineering. Required capabilities include groundwater modelling, dewatering well system design, settlement ponds, installation and operation monitoring. Extent of the experience required as per Note D1.

Categories A, B & C - The required personnel must be a Professional Engineer (Pr. Eng) or professional Engineering Technologist (Pr Tech Eng) registered with the Engineering Council of South Africa (ECSA).

Note D11. **Geohydrologist:** Categorisation shall be defined as per Note D1 with the following specific requirements:

Category A: The required personnel must be professionally registered (PrSciNat), with verifiable postgraduate experience in groundwater management. The required personnel must have at least a Master's degree in a geohydrology or similar earth/water science field of expertise (NQF level 9). The Geohydrologist's expertise and experience must be nationally recognised and must provide advice at a level of specialisation where such advice is recognized as that of an expert in the area of geohydrological investigations, wellfield development and operations, and monitoring (including water quality).

Categories B & C - The required personnel must be professionally registered (PrSciNat or other proven equivalent registration) with verifiable postgraduate experience in groundwater management. The required personnel must have at least a NQF level 8 (including an Honours degree) in geohydrology or similar earth/water science field of expertise. The Geohydrologist must have extensive knowledge in geohydrological investigations, wellfield development and operations, and monitoring (including water quality).

Category D: The required personnel do not have to be registered and can be a Scientist, Technologist or Technician involved in groundwater investigations.

Note D12. **Groundwater Quality Specialist (Geochemist):** The required personnel must be professionally registered (PrSciNat) and have a BSc degree in chemistry, water sciences or equivalent with at least 8 (eight) years verifiable postgraduate experience in the field of groundwater studies.

Note D13. **Project Manager:** Categorisation shall be defined as per Note D1 with the following specific requirements:

Categories A, B & C: The required personnel must be a professionally registered (Pr.CPM with the South African Council for the Project and Construction Management Professions -SACPCMP) with verifiable postgraduate experience in project management.

Category D: Need not be professionally registered and can be an Engineer, Technologist or Technician involved in project management of various types of works.

Note D14. **Land Surveyor:** Categorisation shall be defined as per Note D1 with the following specific requirements:

Categories C & D: The technical resource shall be a qualified Land Surveyor and have verifiable postgraduate experience in the field of cadastral and engineering surveys. Capabilities may include conducting topographic surveys, measured building surveys, compiling SG diagrams, flood line surveys, sectional title surveys & boundary surveys. Extent of the experience required as per Note D1.

Category C: The required personnel must be a registered Professional Land Surveyor with the South African Geomatics Council (SAGC).

Note D15. **Construction Health and Safety Officer:** must be a registered Construction Health and Safety Officer (CHSO).

[redacted]

Technical Requirements

The Standard Specification for Subsurface Investigations, COTO, 2010, and amended below, shall apply to this contract
https://www.nra.co.za/?s=subsurface
PROJECT SPECIFICATION AMENDMENTS TO THE STANDARD SPECIFICATION AND ADDITIONAL SPECIFICATIONS
In certain clauses, the Standard Specifications allow a choice to be specified in the Project Specifications between alternative requirements and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Project Specifications. It also contains some additional specifications required for this particular Contract.
The number of each clause and each payment item in this part of the Project Specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The number of a new clause or a new payment item which does not form part of a clause or a payment item in the Standard Specifications and which is included here, is also prefixed by B or D (depending on the relevant section) followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the Standard Specifications.

SECTION 1: ESTABLISHMENT OF CONTRACTOR
B1.7 EXTENSION OF TIME
Add the following sub-clause:

The Contractor shall be entitled to claim for an extension of time for completion of field investigation works without cost in terms of the Conditions of Contract which may be caused by:
• Inclement weather,
• Changes in quantities or rates of drilling,
• Drilling conditions (i.e. boulders, excessive water seepage, collapse etc.)
The Geotechnical Engineer will base the estimated time for completion on certain assumptions; including the number of rigs, time to set-up, total quantity and rate for drilling of the various categories of materials and number of special tests required. The exact conditions before site investigation are unknown and therefore changes to the envisaged quantities of drilling in material of a certain hardness and rates of drilling may affect the actual cost and time for completion.
Table 1.7.3 below indicates the rates anticipated by CoCT for the various activities:
Table 1.7.3. Time Estimates for different drilling activities

No.	Item	Anticipated Rate of drilling (m/day)/ testing (days)
1.	Rotary core drilling: Category A	10 m/rig/day
2.	Rotary Core drilling: Category B- D	10 m/rig/day
3.	Rotary core drilling: Gravel Cobbles Boulders	4m/rig/day
4.	Setups: Mobile and Normal Skid	0.5 day per rig
5.	Setups: Difficult skid	1 day per rig
6.	Setups: Very difficult skid	2 days per rig
8.	Installing casing	10m/rig/day
9.	Washboring: N-size	12m/rig/day
10.	Undisturbed sampling (Shelby)	1 per 2 hrs
12.	Standard penetration test	1 per 2 hrs
13.	Dynamic Probe Light	1 per 1hr
14.	Plate Load Testing	1 per 2 hrs
15.	Nuclear Density Test	2 per 1hr
16.	Continuous Surface Wave	1 per day

NOTES: In all instances Category A and Casing would occur simultaneously (at 10 m/rig/day each) which implies a combined production rate of 5 m/rig/day.

The time it will take to complete a work package should be based on a conservatively assumed soil profile (based on nearby information and the geological maps of Cape Town), anticipated rates of drilling will be agreed upon between the Geotechnical Engineer and the Drillers, after a site visit and prior to providing cost estimate for the specific Work Package.
Extensions of time and penalties will be based on these production rates, assuming a specific number of rigs. If conditions differ from those anticipated and extension of time must be agreed. Anticipated conditions to be provided formally in the work package pricing to the City of Cape Town.

The anticipated rates for drilling and times for testing on which the original programme was based are to be compared against the agreed actual rates and rigs (if more are supplied by the contractor) achieved and judged according to the format set out in Table 1.7.4 below. The Contractor may submit a claim in terms of the General Conditions of Contract) with respect to the actual drilling/testing rates mitigating the actual drilling/testing rates achieved which the Geotechnical Engineer shall evaluate and recommend for approval to the CoCT project manager. No extension of time shall be given for the Contractors choice to utilize poor / inefficient plant or practices or due to breakages.

Table 1.7.4 Extension of Time calculation

	Billed Quantity (a)	Actual Quantity (b)	Anticipated rate/time (c)	Actual mitigated rate/time (d)	Number of rigs specified (e)	Actual number of rigs (f)	Extension of time calculated
Rotary Core Drilling: Category A							GRC = {(b/d/f) – (a/c/e)}
Undisturbed Sampling							GUS = {(b/d/f) – (a/c/e)}
SPT							GSPT = {(b/d/f) – (a/c/e)}
Etc.							
				Subtotal		A	
Inclement Weather						B	
	Total Recommended for approval (Sum of A and B)						

The extension of time approved shall be the sum of the extensions for each of the sections indicated above plus the sum of the approved extensions for inclement weather, subject to the contractor's claim with respect to the drilling rates as detailed above.

B1.9 MEASUREMENT AND PAYMENT

B1.9 (i) Fixed Obligations

Delete the first sentence and replace with the following:

"An additional percentage of the total cost of investigation work (Excluding priced items in Section 1 and Section B42), will be allowed to provide for full compensation of the fixed part of the Contractor's General Obligations, i.e. that part which is substantially fixed and is not a function of the time required for the completion of the works and include for the following:"

B1.9 (ii) Time related obligation

Delete the first sentence and replace with the following:

"An additional percentage of the total cost of investigation work (Excluding priced items in Section 1 and Section B42), will be allowed to provide for full compensation of obligations that are mainly function of the time for completion of work."

B1.9 (iv) Environmental Management

Delete the first sentence and replace with the following:

"This shall be measured as a percentage of the total cost of works (Excluding priced items in Section 1 and Section B42) for the Contractor's obligations as set out in the Work Order brief.

Add the following:

PAY ITEMS

Delete pay item 1.1.1, 1.1.2 and 1.1.4 and replace with/add the following:

B1.1.1 Fixed Charge (% of investigation cost)	percentage (%)
B1.1.2 Time related charges (% of investigation cost)	percentage (%)
B1.1.4 Environmental Management (% of investigation cost)	percentage (%)

The cost of any phone or cellphone calls are deemed to be included. No accommodation allowances are made as all the work will occur in the City of Cape Town.

Add the following pay items:

B1.5 Appointment of PSIRA grade B security personnel for 24 hours per day, 7days a week for security during working times on site Person.hour

This rate shall include transportation to site, all two-way radios, patrol vehicles and bullet-proof vests and/or all other incidentals. The PSIRA trained personnel shall be armed if required. This item shall be measured per persons per hour.

B1.6 Appointment of PSIRA grade C security personnel for 24 hours per day, 7days a week for security during working times on site Person.hour

This rate shall include transportation to site, all two-way radios, patrol vehicles and bullet-proof vests and/or all other incidentals. All personnel shall be PSIRA trained. This item shall be measured per persons per hour

B1.7 Appointment of PSIRA grade D security personnel for 24 hours per day, 7days a week for security during working times on site Person.hour

This rate shall include transportation to site all two-way radios, patrol vehicles and bullet-proof vests and/or all other incidentals. All personnel shall be PSIRA trained. This item shall be measured per persons per hour

SECTION 3: ESTABLISHMENT AND PROVISION OF RIGS AND EQUIPMENT

B3.2 MEASUREMENT AND PAYMENT

B3.2.1 Provision of drilling rigs

Delete the paragraph and replace with the following:

"The amount paid per single rig establishment shall be measured as a Lump sum and shall cover the cost of establishing the rig and equipment required and subsequent de-establishment thereof on completion of works. Three categories are provided each for a certain length of meterage drilled on a specific work package. Plant and staff shall be made available within a maximum time period of three (3) weeks from receipt of Work Order instruction."

PAY ITEMS

Delete pay item 3.1 and replace with:

B3.1.1 Core drilling rig (total drilling <20m) Lump sum

[redacted]

B3.1.2 Core drilling rig (total drilling 20-50m) Lump sum
B3.1.3 Core drilling (>50m) Lump sum

Add the following pay item:

B3.5.10 Low bed (For excavator) Lump sum

SECTION 5: SETTING UP

PAY ITEMS

Add the following pay items:

B5.4.2 Very shallow water (0.05 to 0.5m deep) E.O.5.2.3 number (no.)

These items provide for additional payment as an Extra Over Item 5.2.3 Very difficult Skid Setups.
Very shallow water setups are defined as those requiring skids over water and/or setups on shallow water potentially requiring creation of some sort of elevated platform, but otherwise not requiring a barge or pontoon.
All setups shall deem to include cutting of platforms as necessary, and digging or light augering of a 1.5m service inspection pit/hole.

SECTION 12: CORE AND SOIL MATERIAL RECOVERY

B12.2 MEASUREMENT AND PAYMENT

In the third paragraph delete all the occurrences of the word "Shall and replace with the word "should".

Delete the last sentence of the third paragraph and replace it with the following sentence:

"If the rates for core recovery and soil material recovery are lower than 50% of the respective drilling and augering rates, the rates would be deemed imbalanced and the contractor may be required to rebalance the rates prior to award of the contract in terms of the conditions to tender."

SECTION 16: DISTURBED SAMPLING

Delete the fourth paragraph and replace with the following:

"The Geotechnical engineer shall be responsible for directing which samples will be taken and at which depth. The contractor will be responsible for all supplies, for taking the samples and for safe undercover storage and transport of the samples. Samples shall be stored in sealed, transparent bags, each being clearly tagged and separately indelibly labelled (i.e. double labelled). Sample sizes will depend on the purpose for which they are required and paid for separately."

B16.2: MEASUREMENT AND PAYMENT

Add the following after the first paragraph:
"The engineer will determine how many labourers he requires to assist with sampling."

PAY ITEMS

Delete pay item 16.1, and replace with:

B16.1.1 Samples (<5kg, 250x400mm 150 micron bag, tags included) number (no.)
B16.1.2 Large Samples (<40kg,2x 600x900mm 150 micron sampling bags, tags included) number (no.)

SECTION 17: UNDISTURBED SAMPLING

B17.1.2 Block samples
Delete the first sentence of the second paragraph and replace with:
"It should be assumed that the sampling tubes will not be returned to the contractor."

PAY ITEMS:

Delete pay item 17.1 and replace with:

B17.1 Thin walled tube samples (tube not returned) number (no.)

SECTION B23 STANDARD PENETRATION TEST

B23.2 MEASUREMENT AND PAYMENT

Add the following:

"The quantity to be paid for Energy measurement is number of full tests. Test shall be in accordance with ASTM 4633 using pretested instrumentation which successfully measures SPT sampling conditions.

Energy measurements shall be undertaken on equipment at start of drilling with interpretation provided in accordance to ASTM4633 to the acceptance of the Geotechnical Engineer.
It is a prerequisite that the transfer energy and Energy transfer Ratios of all SPT hammers on City of Cape Town Projects be measured and declared in an interpretive report by the Contractor (or sub-contractor) to the Geotechnical design engineer."

SECTION B31 CORE BOXES

B31.3 Marking of boxes

Add the following:

"Information shall be stencilled on the core boxes. Freehand writing shall be allowed on the inside of the lids and on the ends. The following information is required:

	Information	Example
Lids	Contract:	40C/2018/19
	Project Name	Clifton Slope Stability
	Section	Kloof Road km 5- 6
	Borehole Number	KRBH01
	Box number and sequence	Box 1 of 5
Ends:	Contract	40C/2018/19
	Borehole Number	KRBH01
	Box Number	Box 1 of 5"

SECTION 38 LOGGING AND PROFILING

B38.2 MEASUREMENT AND PAYMENT

Delete the first two sentences and replace with:

"The services of the specialist shall be paid for per linear meter of core logged."

PAYMENT ITEM

Delete payment item 38.1 and 38.2 and replace with the following item:

B38.1 Logging of core by Geotechnical Engineer or Engineering Geologist meter (m)

Add the following:

SECTION B42: LABORATORY TESTING

B42.1 DESCRIPTION
Provision is made for materials, geotechnical and rock laboratory testing scheduled by the Engineer. The Contractor in collaboration with the Geotechnical Engineer shall be responsible for the safe and undercover storage of samples on site prior to transportation to designated laboratory.
The test shall be undertaken in accordance with the following standards by a SANAS accredited lab, if the test methods are SANAS approved:

Table 42.1 Laboratory Test Standards

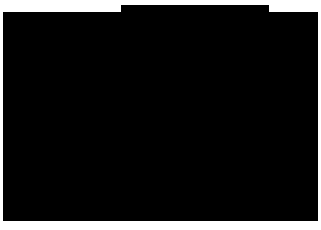
Test	Standards	Number includes for
Foundation Indicator	SANS3001-GR1, GR10 + ASTM D422	Sieve analysis and hydrometer to 2µm & Atterberg Limits)
Moisture Content	TMH A17 : 1979	In-situ dry density if undisturbed sample is collected.
Oedometer (Consolidometer)	BS1377 Part 5	
Double Oedometer	BS1377 Part 5	
Saturated Consolidated Drained Triaxial	BS1377 Part 8	3x triaxial specimen tests to get full Mohr Coulomb Curve
Saturated Consolidated Undrained Triaxial	BS1377 Part 8	3x triaxial specimen tests to get full Mohr Coulomb Curve
Unconfined Compressive Strength	CEN ISO/TS 17892-7	
Consolidated Shear Box	ASTM 3080-72	
Maximum Dry Density	SANS3001-GR30	
California Bearing Ratio (CBR)	SANS3001-GR40	
Uniaxial Compressive Strength on Rock	ISRM Suggested Methods for Rock Characterisation, testing and Monitoring or ASTM D2938:1991	
Point Load Index (PLI)	ISRM Suggested Methods for Rock Characterisation, testing and Monitoring or ASTM D5731-08	Per single test (Axial or diametrically). More than one test required to reliably estimate the average
Specific Gravity	TMH1:A12T	Also referred to as Relative Density by some laboratories
Swell Pressure	BS 1377 Part 5	
Carbonate Content	BS1377-3:1990	
Sulfate Content	SANS202	
pH Determination	TMH1 A20	
Electrical Conductivity	TMH1:A21T	Soil paste and water
Chloride Content	SABS830	
Dewpoint Potentiameter	ASTM D6836-16	Single Point

B42.2 MEASUREMENT AND PAYMENT

Measurement and payment shall be made per number of tests, meter of hand augering and days of electrical resistivity and CSW testing scheduled to the satisfaction of the Geotechnical Engineer. Any handling and mark-up and all other incidental costs are deemed to be included in B42.1 – B42.27.

PAY ITEMS

B42	Laboratory Testing	
B42.1	Foundation Indicator Test	number (no)
B42.2	Moisture Content and insitu dry density (Undisturbed sample)	number (no)
B42.3	Oedometer Test	number (no)
B42.4	Double Oedometer	number (no)
B42.5	Triaxial Test (SCD)	number (no)
B42.6	Triaxial Test (SCU)	number (no)
B42.7	Unconfined Compressive Strength Test	number (no)
B42.8	Consolidated Shear Box Test	number (no)
B42.9	Maximum Dry Density Estimation	number (no)
B42.10	California Bearing Ratio (CBR) Test	number (no)
B42.11	Uniaxial Compressive Strength on Rock sample	number (no)
B42.12	Point Load Index Test on Rock sample	number (no)
B42.13	Carbonate Content	number (no)
B42.14	Sulfate Content	number (no)
B42.15	pH Determination	number (no)
B42.16	Chloride Content	number (no)
B42.17	Soil Water Retention Curve (SWRC)	number (no)
B42.18	Total Suction Measurement of undisturbed sample using dewpoint potentiometer	number (no)
B42.19	Dynamic Cone Penetrometer (1m)	number (no.)
B42.20	Dynamic Cone Penetrometer (2m using extension rods)	number (no.)
B42.21	Dynamic Cone Penetrometer (3m using extension rods)	number (no.)
B42.22	Hand Augering	meter (m)
B42.23	Sand replacement test	number (no.)
B42.24	Electrical resistivity	meter (m)



B42.25	Continuous Surface Wave (CSW)	day
B42.26	Rising Head Test	number (no.)

Land Surveying and Scans

C1 – Lump sum amount includes both mobilisation to any location within the boundaries of the City of Cape Town and demobilisation. This amount should include for obtaining approvals from the relevant authorities.

C2 - Rate per hectre of surveyed area including all field staff and equipment requirements. The rate also includes processing of information.

C3 – Daily rate for the mobilisation, demobilisation and execution of building or site scans (typically LIDAR) from ground based installations. Rate includes processing of information.

C4 – Daily rate for the mobilisation, demobilisation and execution of ground penetrating radar scans for services detection or similar from ground based installations. Rate includes processing of information

C5 – Daily rate includes all support elements required to perform cadastral surveys including mobilisation, approvals, site staff and information processing



C3.3 SELECTION PROCEDURE

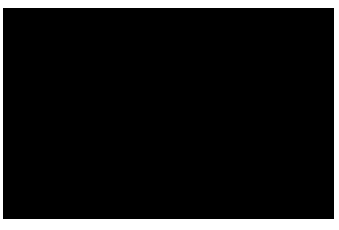
The Suppliers that will be considered for providing a quotation on a proposed Work Order will be determined as follows:

1. The *Client* identifies which Award Package is applicable for the proposed Work Order based on the skills and services requirement.
2. Suppliers that have been appointed as Winner or Alternative *Supplier* for the identified Award Package will be considered subject to the criteria in items below.
3. The Winner will be considered firstly and Alternative *Supplier* lastly in accordance with the *quotation procedure*.
4. If for any reason the *Supplier* indicates his/her lack of capacity for executing a Work Order at the time of consideration, the *Supplier* will be removed from consideration.
5. If the *Supplier* fails to maintain the minimum Key Personnel requirements as per section C3.2.19, the *Supplier* will be removed from consideration.
6. The sequence and process for *Supplier* consideration will be as follows:
    a. The order of precedence for *Supplier* consideration within an Award Package is:
        i. Winner
        ii. Alternative Supplier
    b. The *Client* will consider the Winner first and issue a Work Order brief and instruction to provide a quotation. If the Winner has been removed from consideration in terms of the conditions of this section. The *Client* will consider the Alternative *Supplier* and issue a Work Order brief and instruction to provide a quotation.
    c. If following the *quotation procedure,* the *Supplier* under consideration receives the notification from the *Client's Representative* that the proposed Work Order will not be issued to the *Supplier*, the *Client* will consider the next *Supplier* on the order of precedence as per item (a) above.
    d. The Client reserves the option of reverting to the Winner after exhausting all options stated in (b) and (c) above.



C3.4 QUOTATION PROCEDURE

1. The *Client* issues a Work Order brief to the *Supplier* under consideration. The Work Order brief contains all relevant information about the Project and services required for the Work Order contract. The requested scope contained in the Work Order brief is within the *framework scope.*
2. The *Supplier* provides a quotation within 2 weeks based on the Work Order brief and the contract rates contained in the Schedule of Rates. The quotation should include the following information, where relevant:
    - Name the individual(s) proposed, provide details of their experience in relation to the particular Work Order, the anticipated duration of their involvement and the total cost thereof;
    - Details of other resources, plant, equipment and testing along with proposed quantities and total cost based on the rates contained in the Activity Schedule and Schedule of Rates. The total cost must be below the recommended fee levels in the Guidelines in relation to Project cost where applicable;
    - All expected disbursements as contained in the Schedule of Rates including travel and printing.
    - Three independent quotations for cost reimbursement items not contained in the Schedule of Rates plus administration fee as per the Schedule of Rates;
    - Methodology for execution of the Work Order;
    - A list of CVs for each of the project team members, their company's name and the company's BBBEE status level;
    - Proposed programme for implementation of the Work Order including agreed time frames/milestones;
    - Any clarifications and exclusions from the Work Order brief.
    - Any additions to the Work Order Scope as required.
3. The *Client* assesses the *Supplier*'s quotation in terms of the information provided in the quotation and the appropriateness thereof in relation to the work required and the *Client's* allocated budget for the works. The *Client* will reply in terms of clause 23.4 of the framework conditions of contract.



C3.5 WORK ORDER SCOPE

C3.5.1 GENERAL

The Work Order scope is the relevant sections from the *framework scope* in addition to the Project specific details as described in the Work Order brief.

All references to *Supplier* in the *framework scope* means the *Consultant* in the Work Order scope.

C3.5.2 WORK ORDER SCOPE TEMPLATE

The following sections may be included in the Work Order scope and is prepared specifically for each Work Order with reference to the *framework scope*:

S100 – Purpose of the *service* (*Client*'s objective and Background)
Refer to section C3.2.1
(Add specific objectives that may include safety, quality, time and functionality. Add specific background information)

S200 – Description of the *service*
Refer to relevant parts of sections C3.2.3, C3.2.4, C3.2.5, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, C3.2.20.
(Add specific activities or tasks and deliverables. Define project stages and skills required for the *service*.)

S300 – Existing information
(List existing information relevant to the *service* and add as appendices)

S400 – Specifications and standards
Refer to section C3.2.9.
(Add list of relevant specifications and standards applicable to the *service*)

S505 – Project team and interfaces – Others
Refer to relevant parts of section C3.2.10.
(Add list other organisations involved in the Project and describe interfaces, define roles and contact persons. Add services matrix or Project organogram if necessary. Define *Consultant*'s responsibility in liaison with third parties, whether via the *Client* or direct liaison)

S510 – Communication system
Refer to section C3.2.6.
(Add specific communication requirements such as the use of internet collaboration tools, standard forms and templates required for the *service*.)

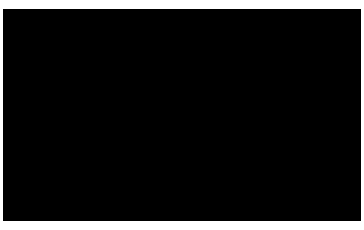
S515 – Management procedures
Refer to sections C3.2.8, C3.2.11, C3.2.12.
(Add specific requirements for reporting, information security and environmental requirements)

S525 – Co-ordination and co-operation
(Add specific requirements for co-ordination and co-operation with Others for preparation of any deliverables and information requirements for statutory authorities)

S530 – Submission procedures
(Add specific requirements and procedures for submitting deliverables)

S535 – Quality Management System
Refer to section C3.2.14.
(Add any specific requirements)

S540 – Quality policy statement and quality plan



(Add any specific compliance requirements for the quality policy statement and quality plan)

S545 – Health and safety requirements

Refer to section C3.2.7.
(Add any specific *Client* requirements, policy and procedures)

S555 – Disclosure
Refer to section C3.2.13.
(Add specific procedures for obtaining agreement from the *Client* to disclose information.)

S560 – Form of retained documents
Refer to section C3.2.15.
(Add any specific requirements for the forms of document retention by the *Consultant*)

S605 – Provision by the *Client*
(Detail what information and things the *Client* is to provide.)

S610 – Provision by Others
(Detail what information and things Others are to provide.)

S615 – Approvals form Others
Refer to relevant parts of section C3.2.10.
(Add any specific requirements)

S705 – Programme requirements
Refer to section C3.2.16.
(Add any specific requirements)

S715 – Sequence and timing
(Add any requirements and constraints on the sequence and timing of the *service*.)

S720 – Timing of information and other things provided by the *Client* and Others
(Add the order and timing of when information and other things are provided by the *Client* and Others.)

S730 – Completion definition
(Add specific definition for Work to be done by the Completion Date, if required. By default, all work which the Scope states should be done by the Completion Date. State which parts of the service remain incomplete by the Completion Date)

S735 – Sectional Completion definition
(Add specific information if applicable)

S805 – *Consultant*'s application for payment
Refer to section C3.2.17.
(Add any specific requirements of the *Client* for the format and details to be included in the *Consultant*'s application for payment. Day or date of submission to be specified)

S810 – *Client* use of material
(Add statement of the purposes for which the *Client* intends to sue the material provided by the *Consultant*.)

S815 – *Consultant* use of material
(Add any restrictions on the *Consultant* using material this contract for other work)

S820 – Records of expenses
(Add requirement for records, invoices, receipts and other supporting documents for all expenses incurred that are to be kept)



S900 – S1600 – Information specific to main and secondary options selected
(Add requirements as applicable)

[redacted]

C3.6 ANNEXES

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

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
[1]Documentory evidence to be provided			Total:	R
			Expressed as a percentage of P*	%

Signatures

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

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

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:** .....

[redacted]

Part C4: Site Information

Pages

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C4 Site Information

All Work Order contracts in general will be executed within the City of Cape Town municipal boundaries or as specifically stipulated in the appropriate scope.

