



CITY OF CAPE TOWN
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MEMORANDUM OF AGREEMENT (FRAMEWORK)

FOR THE

**PROFESSIONAL SERVICES: DESIGN, TENDER DOCUMENTATION
AND CONSTRUCTION MONITORING FOR VARIOUS URBAN WASTE
MANAGEMENT FACILITIES WITHIN THE CITY OF CAPE TOWN**

MADE AND ENTERED INTO BETWEEN

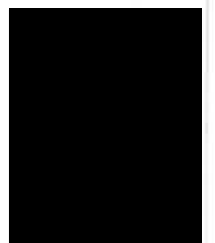
CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

[REDACTED]

[REDACTED]

[REDACTED]



PREAMBLE

WHEREAS Tender 074C/2023/24 was awarded to [REDACTED] Ltd in line with the City's Supply Chain Management Bid Adjudication Committee resolution SCMB 18/02/24 dated 12 February 2024 for PROFESSIONAL SERVICES: DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION MONITORING FOR VARIOUS URBAN WASTE MANAGEMENT FACILITIES WITHIN THE CITY OF CAPE TOWN the contract period is for 96 months from date of commencement, subject to Section 33 process.

AND WHEREAS prices will be subject to adjustment in accordance with the tender document in terms of clause 3.16 as amended in Part C1.2: Contract Data, of the Standard Professional Services Contract.

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

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

- 1.1 **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("the **Employer**"), herein represented by **City Manager or his nominee** duly authorised hereto;
- 1.2 [REDACTED] Private Company duly incorporated in terms of the laws of the Republic of South Africa with registration no: [REDACTED] with its principal place of business situated at [REDACTED] (the "**Contractor**"), herein represented by its duly authorised representative, [REDACTED] in his capacity as **Director**.

Hereinafter, each a "Party" and together the "Parties".

2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the GCC, CSD and any Parts 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:
- (a) the Form of Offer and Acceptance,
 - (b) the Contract Specific Data within the Contract Data,
 - (d) the General Conditions of Contract,
 - (e) the Scope of Work,
 - (f) the Pricing Data; and
 - (g) any other documents incorporated by reference.

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 GCC or any other provision in terms of this Contract, this Contract shall **be for 96 months**.

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

COMPULSORY ENTERPRISE QUESTIONNAIRE

CITY OF CAPE TOWN

URBAN WASTE MANAGEMENT: FINANCE AND CAPITAL IMPLEMENTATION

CONTRACT NO. 74C/2023/24

PROFESSIONAL SERVICES: DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION MONITORING FOR VARIOUS URBAN WASTE MANAGEMENT FACILITIES WITHIN THE CITY OF CAPE TOWN

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: cldb 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: N/A
Tax reference number: [REDACTED]

Section 6: Foreign Bidding Suppliers	N/A
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)

Questionnaire to Bidding Foreign Suppliers	N/A
a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	☐ Yes ☐ No
b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	☐ Yes ☐ No
c) Does the tenderer have a permanent establishment in the Republic of South Africa?	☐ Yes ☐ No
d) Does the tenderer have any source of income in the Republic of South Africa?	☐ Yes ☐ No
e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	☐ Yes ☐ No

Tender
Part T2: Returnable

T2.254
Documents
Returnable Schedules

Reference No. 74C/2023/24

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

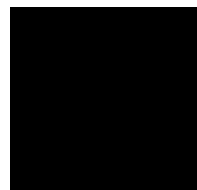
- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may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

SIGNED ON BEHALF OF TENDERER:



Tender
Part T2: Returnable
Reference No. 74C/2023/24

T2.255
Documents
Returnable Schedules



PART C1.1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

CITY OF CAPE TOWN

URBAN WASTE MANAGEMENT: FINANCE AND CAPITAL IMPLEMENTATION

CONTRACT NO. 74C/2023/24

PROFESSIONAL SERVICES: DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION MONITORING
FOR VARIOUS URBAN WASTE MANAGEMENT FACILITIES WITHIN THE CITY OF CAPE TOWN

C1.1 Form of Offer and Acceptance

Offer

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

CONTRACT 74C/2023/24: PROFESSIONAL SERVICES: DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION MONITORING FOR VARIOUS URBAN WASTE MANAGEMENT FACILITIES WITHIN THE CITY OF CAPE TOWN

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

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

This is a rates based contract. The rates contained in Part C2.2 Schedules of Rates, shall form the tender offer. These rates shall be multiplied, as applicable, by the required quantities in respect of the relevant items to develop Individual Works Assignments, to be allocated in accordance with the procedures described in the Procedure for the Allocation of Works Assignments, Part C1.2 Contract Data in the Framework Contract document.

Kind RATES BASED (In words);

R (In figures)

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

Signature(s)

Name(s)

Capacity

for the tenderer

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

Date 19/10/2023

Tender
Part T2: Returnable

T234 Document
Returnable Documents

Reference No. 74C/2023/24

Acceptance

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

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this framework agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

in Volumes 3 and 5, together with any drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

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

The Parties	Employer	Contractor
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

Schedule of Deviations

Notes:

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

1 Subject **Nil**

Details **Refer to Schedule 21**

By the duly authorised representatives signing this agreement, the employer and the Contractor 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 Contractor 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 Contractor of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

CITY OF CAPE TOWN

URBAN WASTE MANAGEMENT: FINANCE AND CAPITAL IMPLEMENTATION

CONTRACT NO. 74C/2023/24: PROFESSIONAL SERVICES: DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION MONITORING FOR VARIOUS URBAN WASTE MANAGEMENT FACILITIES WITHIN THE CITY OF CAPE TOWN

C1.2 Contract Data

Data provided by the Contractor

The name of the Contractor is

The address of the Contractor is

Physical : Postal :
Address Address

.....
.....
.....
.....

Telephone : Fax:

email :

CONTRACTOR'S ANNUAL HOLIDAY PERIODS DURING CONSTRUCTION PERIOD

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

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT AND PARTICULAR CONDITIONS

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

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

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

Add the following new definitions:

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

"Framework Contract Period" means the period stated in the Contract Data, during which Works Assignments may be allocated to the Service Provider and for which Purchase Orders may be raised (issued) provided that such orders be completed prior to the expiry of the period.

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

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

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

The Framework Contract Manager is:

Name:

Address:

Tel:

E-mail:

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

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

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

Replace the term Period of Performance with the term **Framework Contract Period** (as defined above).

The Framework Contract Period is 96 months from commencement of the contract

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

The project is the **PROFESSIONAL SERVICES: DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION MONITORING FOR VARIOUS URBAN WASTE MANAGEMENT FACILITIES WITHIN THE CITY OF CAPE TOWN**

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

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

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

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

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

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

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

Add the following definition:

Intellectual Property

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

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

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

"Alternative Bidder" means a supplier or more than one supplier identified at the time of the award that will be considered for award should the appointed supplier (the winner) refuse the allocation of work offered in terms of the appointment.

"Winner" means the highest ranked Service Provider appointed by the Employer under the Framework Contract who will be allocated work as and when a Works Assignment arises for the duration of the Framework Contract Period.

"Works Assignments" means task(s) to be performed by a supplier under a panel tender, of which, the specific terms, condition, and scope is specified in a works assignment contract document.

"Works Assignment / Order Allocation Process" means the process through which task(s) are determined and allocated in a framework agreement or panel tender in accordance with the terms and conditions of the relevant contract.

"Works Assignment / Order Contract Document" means the documents that formally reflects the scope, quantum, value, delivery period, delivery details, and all other relevant terms and conditions impacting the execution of the works order and / or assignment.

"Works Order Acceptance/Refusal Notice" means the formal notification, signed by the supplier in accordance with the framework agreement, which was sent to the City, informed of its decision to accept or refuse the opportunity afforded to it, to further participate in the supplier appointment procedure for a works order.

Clause 3

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

Add the following after clause 3.1

Clause 3.2

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

Clause 3.2

Replace the words "time for completion" with "Framework Contract Period"..

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is the **Acting Executive Director: Urban Waste Management**.

The address for receipt of communications is:

E-mail:

Postal Address: Urban Waste Management Directorate
PO Box 298
CAPE TOWN
8000

Physical Address: Urban Waste Management Directorate
Civic Centre
12 Hertzog Boulevard
CAPE TOWN
800

Clause 3.4.1:

Add the following to the first sentence:

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

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

Clause 3.5:

Add the following:

The location for the performance of the Project will be the **LOCAL OFFICE** of the service provider, together with the site of the proposed projects. The office must be situated within the City of Cape Town Municipal area. If the Service Provider does not have a local office, they will be expected to establish a local office within 2 (two) months of the commencement of the contract. All communication with the Employer will flow through this local office. Key personnel will be expected to work out of the local office as the exigencies of this contract require. The address of the local office will be that as indicated on Schedule 1, Part T2.2: Returnable Schedules, and which will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission

Clause 3.9.1:

Add the following after f):

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

Clause 3.9.2:

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

Add the following at the end of the clause:

Should any of the event described in clause 3.9.1 occur, the professional fees and disbursement may be adjusted in a fair and reasonable manner. The Service Provider shall, however, not be entitled to an adjustment to the extent that the variation is due to the negligence or default of the Service Provider. The Service Provider is required to provide all necessary substantiating documents required by the employer to evaluate the request for variation.

Clause 3.9.3:

Delete the clause and replace with the following:

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

Clause 3.9.2:

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

Clause 3.9.3:

Add the following:

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

Clause 3.12

Delete the heading and replace with "Penalties and fines"

Clause 3.12.1

Add the following:

Failure to establish a Local Office within 2 (two) months of the commencement of the Contract (refer to clause 3.5 of the Contract Data above):

Failure to establish a Local Office within 2 (two) months of the Contract Start Date will result in the implementation of penalties.

- The penalty amount for every day for which the Local Office is not established and functional is R5 000 with no limit.
- The minimum 'functional' requirement is for the Key Personnel (required for the Works Assignments) to be established together with the necessary physical resources.
- A Breach Notice will be issued if the Local Office is not established by the due date with the requirement that the matter be remedied within 14 days or such time as agreed to by the Employer.
- No further Works Assignment Briefs will be issued if the Local Office is not established and functional within 2 (two) months of the Contract Start Date.
- Should the Employer consider the local office not to be functional at any stage during the course of the contract, the Employer will notify the Service Provider accordingly and issue a Breach Notice.
- If the matter is not resolved within 14 days (or such time as agreed to by the Employer) of the issuing of the Breach Notice, the Employer may terminate the contract in terms of Clause 8.4.1 (c) of the Contract Data.

Failure to meet deliverable or milestone date (as defined in the agreed Works Assignment proposal):

Failure to adhere to timeframes without valid agreed upon reasons will result in the implementation of penalties.

- The penalty amount per day for each Works Assignment is R2 000 (to a maximum of 30 days - R 60 000).
- A deliverable/milestone that is more than 14 days late will result in the issuing of a Breach Notice which will require the matter to be remedied within 14 days or such time as agreed to by the Employer.
- If the matter is not resolved within 14 days (or such time as agreed to by the Employer) of the issuing of the Breach Notice, the Employer may terminate the contract in terms of Clause 8.4.1 (c) of the Contract Data.

Add the following after 3.12.2

Clause 3.12.3

The Employer may impose the following additional penalties or fines:

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

Clause 3.15.1:

Add the following:

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

Clause 3.16.2:

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

Add the following:

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

Clause 3.17: Price adjustment due to content imported from outside South Africa

Add the following clause after clause 3.16

3.17.1 General

3.17.1.1 Price adjustment of any resources imported from outside the Republic of South Africa will be permitted only in respect of the following variables:

- (a) Variations in Rates of Exchange as detailed in Clause 3.17.2,
- (b) Variations in Customs Surcharge and Customs Duty as detailed in Clause 3.17.3, and
- (c) Labour and material cost variations in the relevant industries of the countries from which the resources are imported as detailed in Clause 3.17.5.

3.17.1.2 The value of any resources imported from outside South Africa inserted in the schedule titled **Price Basis for Imported Resources** and subject to Clause 3.17.2 shall be deducted from the total values to be adjusted by the Contract Price Adjustment Factor. Any resources not inserted in the schedule titled **Price Basis for Imported Resources** shall be deemed not to be imported into South Africa for the purposes of Contract Price Adjustment.

3.17.2 Variations in Rates of Exchange

3.17.2.1 Adjustment for variations in rates of exchange shall be based on the following:

- (a) The Tenderer shall have completed the schedule titled **Price Basis for Imported Resources** for all imported resources intended to be subject to variations in rates of exchange, subject to the following:
 - i. the value in foreign currency inserted in column (A) shall be subject to Clause 3.17.2 (e) when recalculating the Rand value,
 - ii. the rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, Nedbank, on the Base Date, rounded to the second decimal place, subject to sub-paragraph iii. below,
 - iii. if the rate of exchange inserted by the Tenderer differs from the Nedbank rate referred to above, then the Nedbank rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Pricing Schedule for the relevant items, and
 - iv. if a quotation from a supplier or sub-contractor provides for variations in rates of exchange, the Service Provider may only claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (b) below.
- (b) The Service Provider (or supplier or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported resources inserted by the Tenderer in the schedule titled **Price Basis for Imported Resources**.
- (c) When the Service Provider (or supplier or sub-contractor) so obtains forward cover, the Service Provider shall immediately notify the Employer of the rate obtained and furnish the Employer with a copy of the foreign exchange contract note.
- (d) Based on the evidence provided in sub-paragraph (c) above, the value in Rand inserted in column (C) of the schedule titled **Price Basis for Imported Resources** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in Clause 3.17.5 shall be adjusted accordingly, subject to sub-paragraph (e) below.
- (e) The adjustments shall be calculated upon the value in foreign currency in the Service Provider's (or supplier's or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled **Price Basis for Imported Resources**, then the value in column (A) shall be used.

3.17.3 Variations in Customs Surcharge and Customs Duty

- (a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in the schedule titled **Price Basis for Imported Resources** and those amounts actually paid

to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

- (b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Service Provider shall advise the Employer of any changes which occur.

3.17.4 Value of Imported resources at Base Date

3.17.4.1 The Rand value of imported resources inserted in the schedule titled **Price Basis for Imported Resources** (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by Council's main banker, Nedbank, on the Base Date rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

3.17.5 Variation in labour and material costs of imported resources

3.17.5.1 If the prices for imported resources are not fixed, the Service Provider shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

3.17.5.2 Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

Clause 4.7:

Add the following:

Payment of the tendered basic fee for normal services shall be in accordance with Clause 9 in Part C2.1 Pricing Assumptions.

Clause 4.8 Procedure for the allocation of Works Assignments :

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

If the "Winner" declines the Works Assignment due to lack of capacity at that time, the Employer reserves the right to offer the Works Assignment to the "Alternative Bidder".

If, in the opinion of the Employer, the "Winner" is:

- (a) not performing on an existing the Works Assignment/s; or
- (b) is lacking capacity or the necessary skills for a particular Works Assignment; or
- (c) if the proposal on a Works Assignment is unsatisfactory (after consultations), then

the Employer reserves the right to offer the Works Assignment to the "Alternative Bidder".

The procedure for the allocation of Works Assignments is described in detail at the end of this Part 1: Contract Data provided by the Employer.

Clause 5.1.1

Add the following:

The Services to be performed will be defined in terms of the Works Assignments.

The procedure for the allocation of Works Assignments are described in Clause 4.8 above.

The Service Provider will respond to the Works Assignment Brief with a Works Assignment Proposal

The Employer reserves the right to reduce the scope of work of a Works Assignment or cancel a Works Assignment based on the Non-performance of the Service Provider.

Add the following after Clause 5.1.2:

Clause 5.1.3

Failure to perform (Non-performance) by the Service Provider on a Works Assignment would include (but not be limited to) the following:

- Repeated inadequate Works Assignment Proposals (including methodology, resources availability and appropriate skills, resource-based costing where applicable, programming time frames/milestones, cost proposals);
- Failure to provide adequate and appropriate resources;
- Repeated failure to adhere to the agreed programme or time frames/milestones,
- Repeated failure to submit reports, drawings or other documents by the agreed dates;
- Repeated errors or significant design or construction monitoring errors;
- Other failures or actions on the part of the Service Provider causing additional costs to the Employer or delays to the programme;
- Combinations of the above.

(a) If the "Winner" does not remedy a failure in the performance of their duties under the Works Assignment within fourteen (14) days of having been notified thereof, or within any further period that the Employer may subsequently approve in writing, the Employer reserves the right to:

- Reduce the scope of work of the Works Assignment;
- Cancel the Works Assignment;
- Offer the Works Assignment in question and/or subsequent Works Assignments to the "Alternative Bidder".

(b) If the "Alternative Bidder" does not remedy a failure in the performance of their duties under the Works Assignment within fourteen (14) days of having been notified thereof, or within any further period that the Employer may subsequently approve in writing, the Employer reserves the right to:

- Reduce the scope of work of the Works Assignment;
- Cancel the Works Assignment.

Clause 5.4.1:

Add the following:

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

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

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

Clause 5.4.2

Add the following:

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

Add the following clause after Clause 5.4.2:

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

Clause 5.5:

Add the following:

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

- a) Replacing any of the key personnel listed at the time of tender.
- b) Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract.
- c) Making a material change, addition or omission from the approved designs.
- d) The exercising of any discretion in terms of any terms and conditions in this contract, that results in the utilisation of any of the contingency allowance, increasing the contract value or awarding any additional time as detailed in the relevant contract conditions.
- e) Permitting advance payment for items not listed in the Advance Payment Schedule.
- f) Nominating the Employer's Agent Representative.
- g) Delegation of Employer's Agent authority in terms.
- h) Granting permission to work during non-working times.
- i) Suspend the progress of the works.
- j) The issuing of an instruction to accelerate progress.

Clause 6.4:

Add the following clause after Clause 6.3:

6.4 Conflict of Interest

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

Clause 7.1.2

Add the following:

Key Persons shall be those individuals listed under "Key personnel" in Part C3.1 Scope of Work.

Clause 7.2.1:

Add the following:

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

Clause 8.1:

Add the following:

The Service Provider is to commence the performance of the Services within 14 days of the Start Date.

Clause 8.4.1:

Delete "or" at the end of Clause 8.4.1(d) and add the following three clauses after Clause 8.4.1(e):

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

Clause 8.4.3(c):

Add the following:

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

Clause 8.4.4:

Delete the content of this clause and replace with the following:

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

Add the following after clause 8.4.5:

Clause 8.4.6

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

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

Clause 9:

Delete the clause and replace with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Clause 11.1:

Add the following:

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

Clause 12.1.2:

Add the following:

Interim settlement of disputes is to be by **mediation**.

Clause 12.2.1:

Add the following:

In the event that the parties fail to agree on a mediator, the mediator is nominated by the **President of the South African Institution of Civil Engineering**.

Clause 12.2.4:

Add the following:

Final settlement is by **litigation**.

Clause 12.3.3:

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

Clause 13.1:

Add the following clause after Clause 13.1.3:

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

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

Clause 13.4:

Delete the content of this clause and replace with the following:

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within a liability period of five years, which period shall commence on the earlier of:

- (a) Final completion of the construction contract.
- (b) Suspension, postponement, expiry or termination of all construction contracts.
- (c) Cancellation or termination of this Contract.

Clause 13.7.3:

Add the following clause after Clause 13.7.2:

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

Clause 14.5:

Add the following new clause after Clauses 14.4:

Clause 14.5: Tax Invoices

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

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

Clause 14.6: More frequent payments

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

Clause 15:

Add the following:

The interest rate will be the prime interest rate of the Employer's Bank at the time the amount is due.

PROCEDURES FOR THE ALLOCATION OF WORKS ASSIGNMENT

The procedures for the allocation of Works Assignments, given below, are to be read in conjunction with Clause 4.8 in the Contract Data and the Process Diagram for Allocation of Works Assignments below. These procedures include the development of a Works Assignment Proposal, applying the tendered rates in order to arrive at a quote and compiling a preliminary programme and scope of works from the Service Provider. The procedure is to be completed by the relevant Service Providers, as appointed in the respective Service Area/s.

The procedures are summarised under the steps below:

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

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

Step 2 : The Employer issues the Works Assignment Brief to the designated representative of the "Winner". If, at this stage the "Winner" declines the work, the Employer reserves the right to consider the "Alternative Bidder" for this particular Works Assignment. If the "Winner" is not in agreement with the applicable rate for the preparation of the Works Assignment Proposal as stipulated by the Employer, the "Winner" may decline the work and the Employer reserves the right to consider the "Alternative Bidder" for this particular Works Assignment, provided that the same rate is stipulated. Note: The Service Provider is required to complete the Works Acceptance Notice at this Step.

Step 3 : If the "Winner" accepts the work, the Employer requests a PO for the preparation of the Works Assignment Proposal and a project briefing session/site meeting is organised. During this project briefing session/site meeting, the timeframe for the preparation of the Works Assignment Proposal will be agreed.

Step 4 : After the project briefing session/site meeting, the "Winner"/" Alternative Bidder" prepares and submits a Works Assignment Proposal (within the agreed to time) for approval by the Employer which includes the following documents:

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

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

Step 6 : If the Works Assignment proposal is satisfactory, the Employer will notify the "Winner" in writing, request a PO for the Works Assignment and inform the "Winner" to commence with the work on receipt of the PO. The Employer will confirm the start and end date for the Works Assignment and the associated

cost by issuing a Works Assignment appointment letter. All work undertaken on the Works Assignment, prior to this approval, will be paid for at the tendered rate for the preparation of the Works Assignment Proposal as stipulated by the Employer in the Brief.

Step 7 : If the Employer is not satisfied with the Works Assignment proposal, consultations will proceed between both parties (Employer and "Winner").

- If consultations are resolved, the Works Assignment proposal must be revised by the "Winner" and submitted to the Employer for final approval. On approval, the Employer will then inform the "Winner" in writing to commence with the work as for Step 6 above. All work undertaken on the Works Assignment, prior to this approval, will be paid for at the tendered rate for the preparation of the Works Assignment Proposal as stipulated by the Employer in the Brief.
- If consultations are unresolved, the Employer reserves the right to consider appointing the "Alternative Bidder". The Employer will inform the "Winner" in writing, giving reasons for the decision. The "Winner" will not receive payment for the Works Assignment Proposal.

Step 8 : The Employer will issue the Works Assignment Brief to the "Alternative Bidder".

- If the "Alternative Bidder" accepts the work, a Works Assignment Proposal will be submitted as per Step 4 above then Step 9 below.

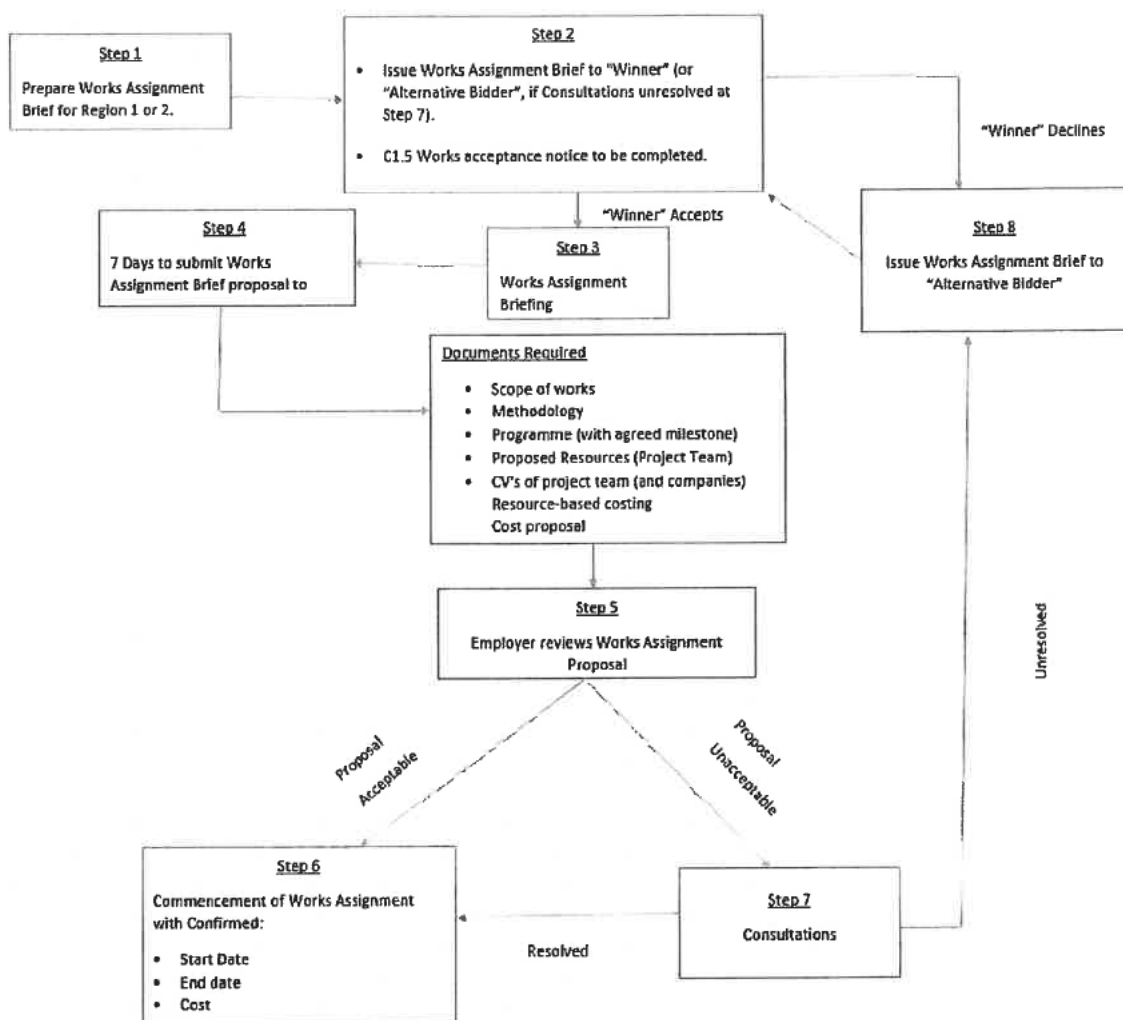
Step 9 : Following submission of the documents, the Employer will review the Works Assignment Proposal from "Alternative Bidder".

Step 10 : If the Works Assignment proposal is satisfactory, the Employer will notify the "Alternative Bidder" in writing, request a PO for the Works Assignment and inform the "Alternative Bidder" to commence with the work on receipt of the PO. The Employer will confirm the start and end date for the Works Assignment and the associated cost by issuing a Works Assignment appointment letter. All work undertaken on the Works Assignment, prior to this approval, will be paid for at the tendered rate for the preparation of the Work Assignment Proposal as stipulated by the Employer in the Brief.

Step 11 : If the Employer is not satisfied with the Works Assignment proposal, consultations will proceed between both parties (Employer and "Alternative Bidder").

- If consultations are resolved, the Works Assignment proposal must be revised by the "Alternative Bidder" and submitted to the Employer for final approval. The Employer will then inform the "Alternative Bidder" in writing to commence with the work as per Step 10 above. All work undertaken on the Works Assignment, prior to this approval, will be paid for at the tendered rate applicable to the preparation of the Works Assignment Proposal as stipulated by the Employer in the brief.

Should the Employer not accept the Works Assignment Proposal due to reasons beyond the control of the "Winner"/"Alternative Bidder" (including, but not limited to, budget constraints and changes in priority), the "Winner"/"Alternative Bidder" will be paid for the Works Assignment Proposal at the tendered rate for the preparation of the Works Assignment Proposal as stipulated by the Employer in the Brief.



Process diagram for allocation of Works Assignment Brief (Refer to clause 4.8 Part C1.2: Contract Data)

C1.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

C1.3 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED
TH [REDACTED]

(See [REDACTED] for [REDACTED] Name)

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

I, [REDACTED], representing

In [REDACTED] to ensure, as far as is reasonably practicable, that all work will be performed,
and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational
Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

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

COLD ACT Registration Number: [REDACTED]

OR Compensation Insurer: [REDACTED] Policy No.: [REDACTED]

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

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

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

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

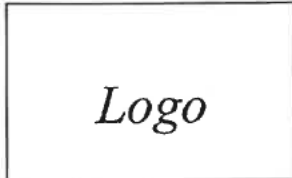
Signed at PINELANDS on the 18th day of OCTOBER 2023

on the 8 day of APRIL 25

SIGN HERE

C1.4 INSURANCE BROKER'S WARRANTY

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

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

Dear Sir

CONTRACT NO.: 74C/2023/24

CONTRACT TITLE: PROFESSIONAL SERVICES: DESIGN, TENDER DOCUMENTATION AND
CONSTRUCTION MONITORING FOR VARIOUS URBAN WASTE MANAGEMENT
FACILITIES WITHIN THE CITY OF CAPE TOWN

NAME OF CONTRACTOR: _____

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

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

Yours faithfully

Signed: _____

For: _____

C1.5 Works Project Acceptance/Refusal Notice

This form must be returned to the offices of the Employer by no later than the closing date and time for receipt of Works Order Acceptance/Refusal Notices stated in the Works Assignment contract document.

I/We herewith

Accept	☐	}	Tick applicable box
Refuse	☐		

the opportunity afforded to me/us by the City of Cape Town to participate in the work allocation process as set out in the Work Allocation Procedures for the work specified in the Works Assignment contract document.

I/We accept that no service provider will be allocated work unless the service provider has demonstrated to the satisfaction of the Employer that he has the resources required for this Works Assignment.

I/We agree to the period for performance specified in the Scope of Work.

Declaration (to be completed by a service provider who accepts):

CONTRACTOR'S NAME:

AUTHORISED CONTACT PERSON (NAME):

SIGNATURE:

DATE:.....



PART C2: PRICING DATA

Item	Description	
	ITEM NO. 1: PLANNING, STUDIES, INVESTIGATIONS AND ASSESSMENTS	
1.1	CIVIL ENGINEERING SERVICES	R 0.00
	Category A (see note 1)	
1.2	Category B (see note 2)	R 1 141.00
1.3	Category C (see note 3)	R 766.00
1.4	Category D (see note 4)	R 493.00
	STRUCTURAL ENGINEERING SERVICES	
1.5	Category A (see note 1)	R 0.00
1.6	Category B (see note 2)	R 890.00
1.7	Category C (see note 3)	R 710.00
1.8	Category D (see note 4)	R 492.50
	ELECTRICAL ENGINEERING SERVICES	
1.9	Category A (see note 1)	R 0.00
1.10	Category B (see note 2)	R 1 295.00
1.11	Category C (see note 3)	R 850.00
1.12	Category D (see note 4)	R 595.00
	ELECTRONIC ENGINEERING SERVICES	
1.13	Category A (see note 1)	R 0.00
1.14	Category B (see note 2)	R 1 270.00
1.15	Category C (see note 3)	R 850.00
1.16	Category D (see note 4)	R 595.00
	MECHANICAL AND FIRE ENGINEERING SERVICES	
1.17	Category A (see note 1)	R 0.00
1.18	Category B (see note 2)	R 1 295.00
1.19	Category C (see note 3)	R 850.00
1.20	Category D (see note 4)	R 640.00
	ITEM NO. 2: NORMAL SERVICES (STAGES 1 TO 4)	
2.1	CIVIL ENGINEERING SERVICES	R 0.00
	Category A (see note 1)	
2.2	Category B (see note 2)	R 1 082.00
2.3	Category C (see note 3)	R 803.00
2.4	Category D (see note 4)	R 493.00
	STRUCTURAL ENGINEERING SERVICES	
2.5	Category A (see note 1)	R 0.00
2.6	Category B (see note 2)	R 1 082.00
2.7	Category C (see note 3)	R 745.00
2.8	Category D (see note 4)	R 535.00
	ELECTRICAL ENGINEERING SERVICES	
2.9	Category A (see note 1)	R 0.00
2.10	Category B (see note 2)	R 1 295.00
2.11	Category C (see note 3)	R 885.00
2.12	Category D (see note 4)	R 595.00
	ELECTRONIC ENGINEERING SERVICES	
2.13	Category A (see note 1)	R 0.00
2.14	Category B (see note 2)	R 1 270.00
2.15	Category C (see note 3)	R 850.00
2.16	Category D (see note 4)	R 595.00
	MECHANICAL AND FIRE ENGINEERING SERVICES	
2.17	Category A (see note 1)	R 0.00
2.18	Category B (see note 2)	R 1 295.00
2.19	Category C (see note 3)	R 850.00

Item	Description		
2.20	Category D (see note 4)	R	640.00
2.21	PROJECT MANAGEMENT SERVICES	R	0.00
2.22	Category A (see note 5)	R	1 582.00
2.23	Category B (see note 5)	R	740.00
2.24	Category C (see note 5)	R	95.00
2.25	Category D (see note 6)	R	95.00
2.26	LANDSCAPE ARCHITECTURAL SERVICES	R	1 120.00
2.27	Category 1: Registered Professional Principal Landscape Architect (>10 years experience)	R	613.00
2.28	Category 2: Registered Professional Principal Landscape Architect (<10 years experience)	R	475.00
2.29	Category 3: Associates and managers performing work of landscape architectural nature	R	415.00
2.30	Category 4: Staff performing work of a landscape architectural nature and carrying direct responsibility for one or more specific activities related to a project	R	0.00
2.31	Category 5: Other staff performing work of a landscape architectural nature under direction and control of one of the above	R	0.00
3.1	ITEM NO. 3: NORMAL SERVICES (STAGES 5 TO 6)	R	0.00
3.2	CIVIL ENGINEERING SERVICES	R	1 082.00
3.3	Category A (see note 1)	R	766.00
3.4	Category B (see note 2)	R	493.00
3.5	Category C (see note 3)	R	0.00
3.6	Category D (see note 4)	R	0.00
3.7	STRUCTURAL ENGINEERING SERVICES	R	1 082.00
3.8	Category A (see note 1)	R	745.00
3.9	Category B (see note 2)	R	535.00
3.10	Category C (see note 3)	R	0.00
3.11	Category D (see note 4)	R	1 295.00
3.12	ELECTRICAL ENGINEERING SERVICES	R	890.00
3.13	Category A (see note 1)	R	525.00
3.14	Category B (see note 2)	R	0.00
3.15	Category C (see note 3)	R	1 270.00
3.16	Category D (see note 4)	R	850.00
3.17	ELECTRONIC ENGINEERING SERVICES	R	525.00
3.18	Category A (see note 1)	R	0.00
3.19	Category B (see note 2)	R	1 295.00
3.20	Category C (see note 3)	R	850.00
3.21	Category D (see note 4)	R	640.00
3.22	PROJECT MANAGEMENT SERVICES	R	0.00
3.23	Category A (see note 5)	R	1 582.00
3.24	Category B (see note 5)	R	740.00
3.25	Category C (see note 5)	R	95.00
3.26	Category D (see note 6)	R	95.00
3.27	LANDSCAPE ARCHITECTURAL SERVICES	R	1 200.00
3.28	Category 1: Registered Professional Principal Landscape Architect (>10 years experience)	R	613.00
3.29	Category 2: Registered Professional Principal Landscape Architect (<10 years experience)	R	475.00
3.30	Category 3: Associates and managers performing work of landscape architectural nature	R	415.00
3.31	Category 4: Staff performing work of a landscape architectural nature and carrying direct responsibility for one or more specific activities related to a project	R	0.00
3.32	Category 5: Other staff performing work of a landscape architectural nature under direction and control of one of the above	R	0.00

Item	Description		
3.26	Category 2: Registered Professional Principal Landscape Architect (<10 years experience)	R	580.00
3.27	Category 3: Associates and managers performing work of landscape architectural nature	R	410.00
3.28	Category 4: Staff performing work of a landscape architectural nature and carrying direct responsibility for one or more specific activities related to a project	R	410.00
3.29	Category 5: Other staff performing work of a landscape architectural nature under direction and control of one of the above	R	0.00
	ITEM NO. 4 : STANDARD SERVICES (STAGES 1 TO 4)		
4.1	ARCHITECTURAL SERVICES	R	0.00
	Category 1 (a) Principal: Specialist (see note 7)		
4.2	Category 1 (b) Principal: >10yrs experience (see note 7)	R	1 255.50
4.3	Category 1 (c) Principal: <10yrs experience (see note 7)	R	1 010.50
4.4	Category 2 Salaried Staff: Associates and Managers	R	819.00
4.5	Category 3 Salaried Staff: Registered architectural professionals performing work of an architectural nature and carrying direct responsibility for activities related to a project	R	768.00
4.6	Category 4 Salaried Staff: Registered architectural professionals performing work of an architectural nature under direction and control	R	548.00
4.7	Category 5 Salaried Staff: Staff performing work of an architectural nature and/or to support architectural work outputs under direction and control	R	420.00
	ITEM NO. 5 : STANDARD SERVICES (STAGES 5 TO 6)		
5.1	Category 1 (a) Principal: Specialist (see note 7)	R	0.00
5.2	Category 1 (b) Principal: >10yrs experience (see note 7)	R	1 150.00
5.3	Category 1 (c) Principal: <10yrs experience (see note 7)	R	1 119.00
5.4	Category 2 Salaried Staff: Associates and Managers	R	780.00
5.5	Category 3 Salaried Staff: Registered architectural professionals performing work of an architectural nature and carrying direct responsibility for activities related to a project	R	775.00
5.6	Category 4 Salaried Staff: Registered architectural professionals performing work of an architectural nature under direction and control	R	565.00
5.7	Category 5 Salaried Staff: Staff performing work of an architectural nature and/or to support architectural work outputs under direction and control	R	398.00
	ITEM NO. 6 : BUILDING AND ENGINEERING WORKS SERVICES (STAGES 1 TO 4)		
6.1	QUANTITY SURVEYING SERVICES	R	973.00
	Category 1: Registered Professional Principal (Specialist) (see note 8)		
6.2	Category 2: Registered Professional Personnel (see note 8)	R	819.00
6.3	Category 3: Salaried Professional and Technical Personnel (see note 8)	R	461.00
	ITEM NO. 7 : BUILDING AND ENGINEERING WORKS SERVICES (STAGES 5 TO 6)		
7.1	QUANTITY SURVEYING SERVICES	R	973.00
	Category 1: Registered Professional Principal (Specialist) (see note 8)		
7.2	Category 2: Registered Professional Personnel (see note 8)	R	819.00
7.3	Category 3: Salaried Professional and Technical Personnel (see note 8)	R	461.00
	ITEM NO. 8 : OCCUPATIONAL HEALTH & SAFETY SERVICES		
8.1	Professional Construction Health and Safety Agent	R	885.00
8.2	Construction Health and Safety Manager	R	0.00
8.3	Construction Health and Safety Officer	R	480.00

Item	Description	
	ITEM NO. 9 : ENVIRONMENTAL AND HERITAGE SERVICES	
9.1	Environmental Assessment Practitioner	R 685.00
9.2	Environmental Assessment Practitioner Assistant	R 472.00
9.3	Environmental Control Officer	R 472.00
9.4	Environmental Specialist (e.g. botanist, horticulturist, freshwater ecologist, etc. with Pr.Sci.Nat. registration)	R 995.00
9.5	Heritage Assessment Practitioner	R 995.00
9.6	Heritage Assessment Practitioner Assistant	R 580.00
9.7	Heritage Architect	R 1 200.00
	ITEM NO. 10 : ADDITIONAL SERVICES	
10.1	CIVIL ENGINEERING SERVICES	R 0.00
	Category A (see note 1)	
10.2	Category B (see note 2)	R 1 141.00
10.3	Category C (see note 3)	R 766.00
10.4	Category D (see note 4)	R 554.00
10.5	Construction Monitoring: Level 2	R 675.00
10.6	Construction Monitoring: Level 3 – Category C person	R 498.00
10.7	Construction monitoring Level 3 – Category D person	R 375.00
10.8	Lead Consulting Engineer	R 0.00
	STRUCTURAL ENGINEERING SERVICES	
10.9	Category A (see note 1)	R 0.00
10.10	Category B (see note 2)	R 1 082.00
10.11	Category C (see note 3)	R 745.00
10.12	Category D (see note 4)	R 445.00
10.13	Construction Monitoring: Level 2	R 645.00
10.14	Construction Monitoring: Level 3 – Category C person	R 115.00
10.15	Construction monitoring Level 3 – Category D person	R 95.00
10.16	Lead Consulting Engineer	R 0.00
	ELECTRICAL ENGINEERING SERVICES	
10.17	Category A (see note 1)	R 0.00
10.18	Category B (see note 2)	R 1 275.00
10.19	Category C (see note 3)	R 850.00
10.20	Category D (see note 4)	R 595.00
10.21	Construction Monitoring: Level 2	R 900.00
10.22	Construction Monitoring: Level 3 – Category C person	R 0.00
10.23	Construction monitoring Level 3 – Category D person	R 0.00
10.24	Lead Consulting Engineer	R 0.00
	ELECTRONIC ENGINEERING SERVICES	
10.25	Category A (see note 1)	R 0.00
10.26	Category B (see note 2)	R 1 270.00
10.27	Category C (see note 3)	R 850.00
10.28	Category D (see note 4)	R 595.00
10.29	Construction Monitoring: Level 2	R 850.00
10.30	Construction Monitoring: Level 3 – Category C person	R 0.00
10.31	Construction monitoring Level 3 – Category D person	R 0.00
10.32	Lead Consulting Engineer	R 0.00
	MECHANICAL AND FIRE ENGINEERING SERVICES	
10.33	Category A (see note 1)	R 0.00

Item	Description	
10.34	Category B (see note 2)	R 1 275.00
10.35	Category C (see note 3)	R 850.00
10.36	Category D (see note 4)	R 595.00
10.37	Construction Monitoring: Level 2	R 850.00
10.38	Construction Monitoring: Level 3 – Category C person	R 0.00
10.39	Construction monitoring Level 3 – Category D person	R 0.00
10.40	Lead Consulting Engineer	R 0.00
10.41	PROJECT MANAGEMENT SERVICES	R 0.00
	Category A (see note 5)	
10.42	Category B (see note 5)	R 1 582.00
10.43	Category C (see note 5)	R 740.00
10.44	Category D (see note 6)	R 95.00
	LANDSCAPE ARCHITECTURAL SERVICES	
10.45	Category 1: Registered Professional Principal Landscape Architect (>10 years experience)	R 1 120.00
10.46	Category 2: Registered Professional Principal Landscape Architect (<10 years experience)	R 613.00
10.47	Category 3: Associates and managers performing work of landscape architectural nature	R 475.00
10.48	Category 4: Staff performing work of a landscape architectural nature and carrying direct responsibility for one or more specific activities related to a project	R 415.00
10.49	Category 5: Other staff performing work of a landscape architectural nature under direction and control of one of the above	R 0.00
	ARCHITECTURAL SERVICES	
10.50	Category 1 (a) Principal: Specialist (see note 7)	R 0.00
10.51	Category 1 (b) Principal: >10yrs experience (see note 7)	R 1 255.00
10.52	Category 1 (c) Principal: <10yrs experience (see note 7)	R 1 119.00
10.53	Category 2 Salaried Staff: Associates and Managers	R 768.00
10.54	Category 3 Salaried Staff: Registered architectural professionals performing work of an architectural nature and carrying direct responsibility for activities related to a project	R 580.00
10.55	Category 4 Salaried Staff: Registered architectural professionals performing work of an architectural nature under direction and control	R 565.00
10.56	Category 5 Salaried Staff: Staff performing work of an architectural nature and/or to support architectural work outputs under direction and control	R 398.00
10.57	Principal Agency – Time – Based fee for Standard Services Plus Time-Based Services	R 678.00
10.58	Principal Consultancy – Time – Based fee for Standard Services Plus Time-Based Services	R 995.00
	QUANTITY SURVEYING SERVICES	
10.59	Category 1: Registered Professional Principal (Specialist) (see note 8)	R 973.00
10.60	Category 2: Registered Professional Personnel (see note 8)	R 819.00
10.61	Category 3: Salaried Professional and Technical Personnel (see note 8)	R 461.00
11.1	ITEM NO. 11 : OTHER ADDITIONAL AND SPECIALIST SERVICES	R 1 466.00
	Waste Management Specialist	
11.2	Waste Classification Specialist	R 1 010.00
11.3	Landfill Gas Specialist	R 1 466.00
11.4	Visual Impact Assessment	R 725.00

Item	Description	
11.5	Noise Assessment	R 1 010.00
11.6	Conveyancer	R 1 450.00
11.7	Land Surveyor - Civil topographical survey & prepare CAD/GIS drawing(s)	R 850.00
11.8	Measure/Survey existing structures and prepare CAD/GIS drawing(s)	R 545.00
11.9	Registered Land Surveyor (cadastral surveys, property registration of sub-divisions)	R 925.00
11.10	Town Planner (Zoning/Land Use report/reports or certificates/ re-zoning applications)	R 825.00
11.11	Geo-hydrologist	R 768.00
11.12	Geotechnical specialist	R 1 010.00
11.13	Traffic Impact specialist	R 645.00
11.14	Carryout Sampling and Laboratory Testing	R 440.00
11.16	Power Supply Applications	R 920.00
11.16	Building Information Management (BIM) Manager (see note 9)	R 785.00
11.17	Building Information Management (BIM) Modeller (see note 10)	R 575.00
12.1	ITEM NO. 12 : PROVISION FOR SERVICE PROVIDER'S MARK-UP Service Provider'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 Works Order during the Framework Contract Period.	R22 500 000.00
12.2	Service Provider's percentage mark-up on item 12.1 above.	0.00
13.1	ITEM NO. 13 : RECOVERABLE EXPENSES Size A0 (Monochrome)	R 54.00
13.2	Size A1 (Monochrome)	R 36.00
13.3	Size A2 (Monochrome)	R 28.00
13.4	Size A3 (Monochrome)	R 15.00
13.5	Size A4 (Monochrome)	R 8.00
13.6	Size A0 (Colour)	R 54.00
13.7	Size A1 (Colour)	R 36.00
13.8	Size A2 (Colour)	R 28.00
13.9	Size A3 (Colour)	R 15.00
13.10	Size A4 (Colour)	R 8.00
13.11	Compilation and binding of reports/tender documents, books of drawings, etc.	R 0.00
13.12	Electronic data provided on a flash drive (16GB minimum storage capacity)	R 0.00
13.13	Travel expenses	R 4.64
14.1	ITEM NO. 14 : CONTINGENCIES Contingency per Works Assignment	10%

PART C3: SCOPE OF WORK

1. INTRODUCTION

The City of Cape Town's Urban Waste Management Directorate is the service authority and regulator of waste management activities in Cape Town, per the system of delegations and the municipality's executive powers conferred on it in law.

The Urban Waste Management Directorate develops and upgrades various types of infrastructure on an ongoing basis to improve its operations and service delivery. In order to achieve its goals over the eight year period, it requires the services of a multi-disciplinary firm of consultants (or a Joint Venture of firms) with the expertise to provide the various professional services set out in this document. The work envisaged will be of a capital and operational nature, distributed in all Branches of the Urban Waste Management Directorate.

A professional Service provider is required to provide the professional services necessary to implement multidisciplinary Built Environment projects (Building and Engineering Works) and Plant and Design projects in the Urban Waste Management Directorate which, in terms of the Municipal Finance Management Act, 56 of 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process.

The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for **Contract No. 74C/2023/24: PROFESSIONAL SERVICES: DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION MONITORING FOR VARIOUS URBAN WASTE MANAGEMENT FACILITIES WITHIN THE CITY OF CAPE TOWN**, which will be evaluated using a financial offer and preferences based system as described in the tender data.

2. EMPLOYER'S OBJECTIVE

The employer's objective is to acquire the professional services covered in all the disciplines that are described in this document for a period of 96 months from commencement of the contract, for the implementation projects. It is the intention of the Employer to use the successful Service Providers if and when required and the successful appointment under this contract does not guarantee any amount of work to be executed hereunder. The Employer reserves the right to plan and effect individual Works Orders at its sole discretion and to reduce or increase the estimated professional fees to be spent per branch according to the dictates of the budget. The Works Orders will be categorised in the following form of contracts;

1. Building and Multi-Disciplinary Projects (JBCC)
2. Engineering Projects (GCC)
3. Plant & Design Projects (FIDIC)
4. New Engineering Contract (NEC)

3. DESCRIPTION OF THE SERVICES REQUIRED

The following **Typical Works Orders** are anticipated to be executed during the duration of the contract.

- Upgrades and refurbishments at existing Urban Waste Management Facilities, e.g. Drop Offs, Material Recovery Facilities, Landfill Sites, Depots, Office buildings, etc.
- Additions, alterations, refurbishments of infrastructure at Drop Offs, Material Recovery Facilities, Landfill Sites, which amongst others include;
 - Gantry Cranes,
 - Weighbridges,
 - Generators,
 - Leachate plant and
 - Landfill gas infrastructure and beneficiation systems.
- New Drop Offs with associated infrastructure.
- New Material Recovery Facilities.
- New Landfill Gas Infrastructure and beneficiation systems.

- Investigations and assessments e.g. geotechnical, topographical, heritage, environmental, building, etc.

3.1 Engineering Services (Civil, Structural, Mechanical, Electrical and Electronic)

3.1.1 Planning, Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of the Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, as gazetted in Government Gazette No. 44333, 26 March 2021 (as referenced in the Tender Data), as amended or amplified upon in the Brief (Clause 6) below.

The City does not guarantee that any project will proceed beyond this point and the decision to proceed with further stages of the project will depend on a number of factors including the approved budget.

Should any project proceed beyond this point, Stage 1 of the normal services will be deemed completed.

3.1.2 Normal Services

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of the Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, as gazetted in Government Gazette No. 44333, 26 March 2021, as amended or amplified upon in the Project Brief below.

3.1.3 Additional Services

- a) The provision of additional services pertaining to all stages of the project as anticipated in Clause 3.3.1 of the Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, as gazetted in Government Gazette No. 44333, 26 March 2021, as amended or amplified upon in the Brief (Clause 6) below, will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.
- b) The provision of construction monitoring service as described in Clause 3.3.2 of the Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, as gazetted in Government Gazette No. 44333, 26 March 2021, as amended or amplified upon in the Brief (Clause 6) below, will be based on the rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the employer.
- c) Acting as Lead Consulting Engineer as described in Clause 3.3.5 of the Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000, as gazetted in Government Gazette No. 44333, 26 March 2021, as amended or amplified upon in the Brief (Clause 6) below, which will be based on the percentage rate tendered.
- d) The provision of all services in respect of acting as the Employer's Agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 as described in Clause 3.3.3 of the aforementioned Guideline in Clause 3.1 above.
- e) Detailed inspection, reviewing and checking of designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor as alternative to those embodied in tender or similar documents prepared by the consulting engineer.

3.2 Architectural Services

3.2.1 Standard Services

The provision of all services described in Clause 11 of Board Notice 91 of 2020: Final Guideline Professional Fees issued in terms of Section 34 (2) of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the Brief (Clause 6) below.

Please note that for the purposes of this tender Principal Agency and Principal Consultancy is NOT to be included in Standard Services.

The Service Provider's attention is also drawn to the responsibilities of the designer of a structure in terms of the Construction Regulations, and shall comply with all requirements in this regard.

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations 2014, ensure that any sub-consultants/contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this contract (Form C1.3, Part C1, refers).

3.2.2 Additional Services

- a) The provision of additional services pertaining to all stages of the project as anticipated in Clauses 1.2.1 of the 2015: 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), as amended or amplified upon in the Brief (Clause 6) below, will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.
- b) Acting as Principal Agent as described in Clause 1.2 of the 2015: 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), as amended or amplified upon in the Brief (Clause 6) below, which will be based on the percentage rate tendered.
- c) Acting as Principal Consultant as described in Clause 1.2 of the 2015: 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), as amended or amplified upon in the Brief (Clause 6) below.

3.3 Quantity Surveying Services

3.3.1 Building and Engineering Works Services

The provision of all services described in Clause 10.6 of Board Notice 170 of 2015: 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), as amended or amplified upon in the Brief (Clause 6) below.

Please note that for the purposes of this tender Principal Agency and Principal Consultancy is NOT to be included in Building and Engineering Works Services.

3.3.2 Additional Services

- a) The provision of additional services pertaining to all stages of the project not included in Clause 10.6 of the 2015 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), as amended or amplified upon in the Brief (Clause 6) below, will be based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.

3.4 Health and Safety Services

The provision of all services in respect of acting as the Employer's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014 as Clauses 1.1 of Board Notice 195 of 2011: Guideline Scope of Services and Tariff of Fees for Persons Registered in Occupational Health and Safety Act, 1993.

3.5 Environmental Control Officer

An independent Environmental Control Officer (ECO) is required to monitor objectively the implementation of relevant environmental legislation, conditions of Environmental Authorisations (EA's) 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.

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

- a) to prepare a project specific Construction Environmental Management Programme (specification) (C-EMP) for inclusion into the construction tender/contract document.

- b) to assist the Engineer in ensuring that any necessary permits are obtained.
- c) to convey the contents of the C-EMP to the Contractor's site team, and discuss the contents in detail with the Contractor, as well as to conduct induction and environmental awareness training sessions to the Contractor's and sub-contractor's workforces, as and when necessary.
- d) to monitor and verify that the C-EMP is adhered to at all times, and to inform the Engineer if the specifications are not followed.
- e) to review construction method statements for approval by the Engineer.
- f) to assist the Engineer 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 Engineer of any action necessary.
- i) to inspect the site and surrounding areas with regard to compliance with the C-EMP.
- j) to advise the Engineer on the imposition of penalties or fines specified in the C-EMP, or the removal of person(s) and/or equipment not complying with the specifications.
- k) To advise and assist the Engineer in terms of remedial action in case of incidents that have negative environmental impact.

The person appointed as ECO may be the Engineer, Engineer's Representative, or any other individual, provided that the person appointed has appropriate/relevant environmental training and experience.

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

3.6 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 Plan for the project. The EAP must as may be required submit reports to the relevant authorities in line with the Environmental Authorisations

3.7 Heritage Assessment Practitioner

An independent Heritage Assessment Practitioner (HAP) is required to assess the 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 the built environment. The HAP must advise and assist the Engineer in terms of appropriate action in case any heritage related finds are made on any construction site.

3.8 Project Management Services

The provision of all services described in Clause 3.0 (Standard Services) and Clause 4.0 (Additional/Supplementary Services) of Board Notice 202 of 2011: Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions, (Act 48 of 2000), as amended or amplified upon in the Brief (Clause 5) below.

A Project Administrator nominated by the successful tenderer shall act as the "Entry Gate" for the various projects that will be undertaken during the framework contract period. The project administrator shall be responsible for coordination of all projects and could include inter alia:

- a) Project initiation and referral of the project to the relevant Project Leader (Engineer or Architect) depending on the nature of the work.
- b) Act as the contact for the Employer's Project Manager and supplying information requested by the Project Manager including professional fee estimates, construction cost estimates, project programs, progress (design and construction), cash flow estimates.

The Project Administrator must carry out all work from the local office of the tenderer. An external Project Administrator may be utilized for this function at the sole discretion of the Employer at the request of the tenderer. No additional payment will be made for this function and tenderers are required to make provision

for any costs in this regard in the time based fees tendered under the various disciplines for the various stages.

3.9 Landscape Architectural Services

All standard services as described in Stages 1 to 6 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.org.za), as amended or amplified upon in the Brief (Clause 5) below.

3.10 Specialist Services

Where the Employer requires specialist services from the Service Provider to comply with the Scope of Works, such services shall be provided by the Service Provider and shall be conducted on a Time and Cost basis. No additional services shall be undertaken without the approval of the Employer. Such specialist services shall include but are not limited to the following:

- Waste Management Specialist (Input mandatory for drop-off, landfill sites and transfer stations projects)
- Waste Classification Specialist
- Landfill Gas Specialist
- Visual Impact Assessment
- Noise Assessment
- Conveyancer
- Land Surveyor - Civil topographical survey & prepare CAD/GIS drawing(s)
- Measure/Survey existing structures and prepare CAD/GIS drawing(s)
- Registered Land Surveyor (cadastral surveys, property registration of sub-divisions)
- Town Planner (Zoning/Land Use report/reports or certificates/ re-zoning applications)
- Geo-hydrologist
- Geotechnical specialist
- Traffic Impact specialist
- Building Information Management (BIM) Manager
- Building Information Management (BIM) Modeller
- Carryout Sampling and Laboratory Testing
- Power Supply Applications

Where the Employer requires materials, equipment, testing and/or any other recoverable expenses not covered in the Scope of Work, such items will be provided by the Service Provider on a cost basis plus administration fee. Prior approval needs to be obtained from the Employer before these items may be procured.

4. EXTENT OF THE SERVICES

While predominantly of an architectural and a civil engineering nature, projects on the landfill sites are included, hence a waste management specialist with the necessary experience in this area of work must be part of the team.

For tendering purposes the budgets for work in the Technical services, Collections, Cleansing and Disposal Branches of the Urban Waste Management Directorate are provided as a guide, however, it must be stressed that these figures will be revised every year as the new budgets are drawn up. Final fees payable will however be adjusted according to actual construction costs. The Service Provider shall have a duty to inform the Employer timeously, should it be anticipated that the Works Order may exceed the estimated construction cost, as remuneration will not be guaranteed. Tenderers should note that the professional services required includes the design work (where applicable) to address the **Typical Works Orders** listed in Clause 3.

Work could also include the preparation of term tender documents, i.e. 3 year contracts (or longer) for miscellaneous work which may need to be implemented a number of times as and when required and could include fencing, paving, landscaping, kerb and channelling etc. The professional fee for this service will only include work up to Stage 4 (including tender evaluation) of the relevant column in the table in paragraph 8 of the Pricing Assumptions.

The services to be provided in terms of this contract are inextricably linked to the Employer's Medium Term Expenditure Framework Capital Budget over multiple financial years, and it should be noted that while the Employer has every intention of completing the full Scope of Work making full use of the budget allocation, the Employer's budget is subject to periodic review. It may become necessary to vary the scope of work, i.e. increase or decrease the budget or award work stages partially, e.g. Stage 1 to 4, etc. Therefore, the following will be applicable in instances;

- a) Where projects have been **partially completed** by other Consultants during any Stage (1 to 6), the Service Provider may be required to:
- Within reasonable time, as agreed with the Employer, comprehensively review the typical deliverables achieved to date and the typical deliverables in progress, e.g.; drawings, specifications, tender documentation, priced contract documentation and construction cost/ budget, etc. This will be an additional service, as indicated in the relevant sub clauses in Clause 3.
 - Within reasonable time, as agreed with the Employer, take over the liability and the responsibility, to complete the typical deliverables in progress and the outstanding typical deliverables, as described in the relevant documents under C.1.1.1, from the **partially completed** Stage until final completion.
 - The Service Provider will become liable for the design and all associated aspects, when the project is transferred or taken over.

5. USE OF REASONABLE SKILL AND CARE

The Service Provider is required to provide all aspects of the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards, and ensure that all legal requirements are met, and that all legal processes are adhered to.

The Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to the local authority and public.

6. BRIEF

6.1 Terms of Reference

The purpose of this contract is to procure multi-disciplinary professional services necessary to implement the Employers objectives of constructing various types of infrastructure in order to improve its operations and service delivery. The services of a multi-disciplinary firm of consultants (or a Joint Venture of firms) with the necessary expertise are required to provide the professional services on various projects set out in this document. The work envisaged will include, but will not be limited to the development of: public drop-off facilities, depot development, depot upgrading (existing infrastructure e.g. admin buildings, workshops, ablution facilities, etc.), miscellaneous new buildings and building upgrades/extensions, building mechanical/electrical upgrades, throughout the Urban Waste Management Directorate in the City of Cape Town's area of jurisdiction.

The multi-disciplinary services to be provided in terms of this contract include, inter alia, the Planning, Studies, Investigations and Assessments, Normal Services and Additional Services as broadly described in the relevant sections of the aforementioned Guidelines in Clause 3 above, as amended or amplified by the specific requirements below. If there is any conflict between the Specific Requirements and the Guideline document referred to above, the Specific Requirements shall take precedence.

All services related to preferential/targeted procurement must be included in the percentage under normal services.

The additional services to be provided include applying for wayleave conditions and approvals from the various service authorities, acting as the leader of a professional team, overall coordination of the identified projects over the 96 months contract period, the provision of a level 2 and 3 construction monitoring service [by a professional as described elsewhere in the document (with an in-depth knowledge of all relevant building trades in the case of building works)], and undertaking the duties of the Client in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2003.

The provision of an Environmental Officer (EO) as described in this project brief below.

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

6.2 Specific Requirements

6.2.1 Professional Consulting Services

6.2.1.1 Planning, Studies, Investigations and Assessments

The Service Provider will be briefed on the requirements of the Urban Waste Management client Branch for each project identified. The Service Provider shall carry out all studies and investigations necessary to determine a scope of work and compile a;

- Site Development Plan [a scaled and dimensioned plan which shows development details such as (but not limited to) site layout, vehicle and pedestrian flow diagrams, positioning of buildings and structures, property access, services (water, sewage, stormwater and electrical), building designs and landscaping of the proposed development],
- Rational Fire Design,
- XA and Fenestration Calculations,
- Stormwater Management Plan,
- MS Project programme for the project,
- Elemental estimate of construction costs and professional fees, based on the tendered rates for the work envisaged and
- A Preliminary report on the technical and financial feasibility of the project together with preliminary proposals.

The Service Provider shall submit a fully motivated proposal for such time-based services to the Employer for approval. The proposal shall name the individual(s) proposed, provide details of their experience, the anticipated duration of their involvement and the monthly cost in respect thereof. The cost shall include all benefits, overhead charges and profit as well as any overtime costs, if applicable. Once approved, the individuals may not be changed without prior approval of the Employer. The Service Provider shall have a duty to inform the Employer timeously, should it be anticipated that these hours may be exceeded, as remuneration will not be guaranteed. All time sheets should be submitted with interim payment claims.

Should any project proceed beyond this point, Stage 1 of the normal services will be deemed completed.

6.2.1.2 Normal, Standard, Building and Engineering Works Services

Where a Quantity Surveyor is not part of the team for a particular Works Order, the cost estimates shall be completed by the other relevant disciplines for each Stage (as applicable) and the cost thereof shall be deemed to be included in the tendered rates for that discipline.

Stage 1 – Inception

The Service Provider shall provide those services as described in the relevant section of the aforementioned Guideline in Clause 4.1.1, 4.2.1 and 4.3.1 above, as are necessary to establish the Employer's requirements and preferences, assess user needs and options and confirm the project brief moving forward.

Should the Service Provider previously been appointed to carry out the Preliminary Investigation and Assessment phase described in Clause 6.2.1.1 above for a particular project, Stage 1 of the normal services will be deemed completed. The forthcoming work will commence from Stage 2 onward.

Ongoing stakeholder (i.e. with members of the Client branch) participation will be required during this stage of the project.

Stage 2 - Concept and Viability (Preliminary Design)

The Service Provider shall, in conjunction with all relevant disciplines, provide those services necessary for the development of a concept design, for submission to the Employer and other relevant authorities for approval.

The preliminary proposal shall take cognisance of other development on the site and of proposed future development, and shall ensure that the proposals are integrated into these developments.

The development of the preliminary proposal shall take cognisance of the fact if the site is utilised for daily operations, minimum disruption takes place once construction commences.

Furthermore, due cognisance shall be taken of the proximity of any structures to any services whatsoever will have to be considered in the preliminary proposal.

Further consultation with stakeholder groups (the client department) will be required at this stage of the project.

The Service Provider shall submit a conceptual design report on each project to the Employer for comment and approval, including details of investigations and studies undertaken, concept development and rationale, outline specifications and recommendations.

Stage 3 - Design Development (Detail Design)

The Service Provider shall provide those services necessary to finalise the design, specifications, cost plan, financial viability and programme for the project, and shall co-ordinate the input from all members of the professional team in this regard.

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

In particular, the Service Provider shall be responsible for such consultation with the authority as is necessary in order to finalise a servitude (right-of-way) agreement between the Employer and the authority.

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

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

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

Stage 4 – Documentation and Procurement

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

The construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) format and in compliance with the City of Cape Town's Supply Chain Management Policy. The construction contract document shall be based on the City of Cape Town's latest example CIDB document for Civil Contracts (SCM 509), which is based on the;

- General Conditions of Contract for Construction Works, Second Edition, 2015, prepared by the South African Institution of Civil Engineering (SAICE) or
- The Principal Building Agreement Edition 6.2, May 2018, as prepared by the Joint Building Contracts Committee Incorporated or
- Relevant FIDIC suite of contracts, as prepared by the Federation Internationale des Ingenieurs-Conseil (FIDIC) or
- Relevant New Engineering Contract (NEC) suite of contracts, as prepared by the NEC.

The Service Provider shall liaise with the Employer during the preparation of the construction contract document to determine any other specific requirements that the Employer may have in this regard.

The Service Provider shall ensure that all of the requirements, limitations and/or restrictions on construction as may be imposed by the relevant authority and City Departments are incorporated into the specification and that, where necessary, tenderers are given the opportunity to price for the impact of such requirements/limitations/restrictions.

Specifications shall include, inter alia, a Health and Safety Specification, and a Construction Environmental Management Programme (refer to Clause 6.2.1.3 Environmental Officer).

The Service Provider should note that it is the Employer's preference that all payment items be measured out in the Bills of Quantities, as opposed to the use of provisional sums or prime cost items. The total value of any form of provisional sum, prime cost amount, or any other budgetary allowance may not exceed 20% of the value of the overall value of the contract. Should provisional sums or prime cost items of greater value than R300 000 (incl. VAT) be included in the Bills of Quantities, the Service Provider 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, at no extra cost to the Employer.

It is furthermore noted that the creation of employment within the communities adjacent to the site of the proposed works is an important consideration and wherever practicable labour intensive technologies shall be incorporated into the design and specified in the contract document. The Service Provider shall establish the requirements of the Employer in this regard.

The services described in the two preceding paragraphs are additional to normal services, and are provided for in Clause 6.2.1.3 below.

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

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

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

The Service Provider shall, during the tender period, attend and preside over a tender clarification meeting, and respond to all queries received during this period.

Once tenders close, the Service Provider shall evaluate all valid tenders received and shall prepare a tender assessment report for consideration by the Employer's Bid Evaluation Committee (BEC). The Service Provider shall present his assessment to the BEC, respond to any queries the committee may raise, and follow up on any issues requiring the Service Provider's attention/action, including issues arising from an appeal, if any.

Once approved by the Employer, the Service Provider shall facilitate the signing up of the construction contract.

Stage 5 – Contract Administration and Inspection

The Service Provider 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 the detailed checking of shop drawings prepared by the contractor for manufacture and installation.

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

The Service Provider shall not issue any variations that will exceed the amount approved by the Employer's Bid Adjudication Committee.

Stage 6 – Close-Out

The Service Provider shall complete the project close-out as described in the guideline scope of services. As-built plans/drawings shall be submitted to the Employer in electronic format (preferably .dwg, otherwise .dxf and signed pdf file) as well as one complete set of paper prints.

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

6.2.1.3 Additional Services

Payment for the following services will be deemed to be included in the tendered rates unless specifically itemised or excluded;

Service Enquiries/Wayleave Applications

The Service Provider shall be 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. Payment for this service will be time-based.

Consideration should be given to all existing infrastructure before project commencement.

Preferential Procurement and Targeted Participation

The Service Provider shall provide all services related to preferential procurement and targeted participation in respect of the construction contract (as set out in the Employer's example CIDB documents for Civil (or other) construction contracts including but not limited to:

- (a) 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.
- (b) 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).

Act as Leader of the Professional Team

Where other disciplines have sub-contracted their services to the Service Provider, the Service Provider shall assume leadership of the professional team and be responsible for the overall administration, co-ordination, and programming of design and financial control of all works included in the services.

The additional services may include the following:

- *Responsibility for the overall administration of all sections of the services, including those portions of the services, which fall within the ambit of the other consulting engineers.*
- *Responsibility for the overall co-ordination, programming of design and financial control of all the works included in the services.*
- *Processing certificates or recommendations for payment of contractors.*

Construction Monitoring

Construction monitoring is considered to be a vitally important part of this project, requiring both the full time and part time (depending on the size and complexity of the individual project) input of an experienced individual (the Engineer's Representative) on site. For this reason, it is specified that a **level 2 and 3** construction monitoring service (as per the Guideline Scope of Services document referred to above) must be provided by the Service Provider.

The Service Provider shall, when called upon to do so by the Employer, submit a fully motivated proposal for such construction monitoring to the Employer for approval.

The proposal shall name the individual(s) proposed, provide details of their experience, the anticipated duration of their involvement and the monthly cost in respect thereof. The cost shall include all benefits, overhead charges and profit as well as any overtime costs, if applicable. Construction monitoring staff will be paid over the year end break, if applicable. Once approved, the individual may not be changed without prior approval of the Employer. The Engineer's Representative shall be a qualified Engineer/Technologist/Technician with at least five years' verifiable relevant post graduate experience in construction monitoring.

The Service Provider's proposal may be accepted or rejected at the sole discretion of the Employer.

Act as the Employer's agent in terms of the Occupational Health and Safety Act

The Service Provider, in submitting a tender for this professional services contract, shall be deemed to have acknowledged acceptance of the appointment as the client's agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, should the Employer accept the tender. The Service Provider shall, as such, execute all of the duties of the client as contemplated in the Construction Regulations.

The Service Provider shall identify an appropriate individual with the experience as set out in Clause C.2.18.4 of the Tender Data.

The Service Provider's attention is also drawn to the responsibilities of the designer of a structure in terms of the Construction Regulations, and shall comply with all requirements in this regard.

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations, 2014, ensure that any sub-consultants/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this contract (Form C1.3, Part C1, refers).

Environmental Officer

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

- (a) to prepare a project specific Construction Environmental Management Programme (specification) (C-EMP) for inclusion into the construction tender/contract document.
- (b) to assist the Engineer in ensuring that any necessary permits are obtained.
- (c) to convey the contents of the C-EMP to the Contractor's site team, and discuss the contents in detail with the Contractor, as well as to conduct induction and environmental awareness training sessions to the Contractor's and sub-contractor's workforces, as and when necessary.
- (d) to monitor and verify that the C-EMP is adhered to at all times, and to inform the Engineer if the specifications are not followed.
- (e) to review construction method statements for approval by the Engineer.
- (f) to assist the Engineer 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 Engineer of any action necessary.
- (i) to inspect the site and surrounding areas with regard to compliance with the C-EMP.
- (j) to advise the Engineer on the imposition of penalties or fines specified in the C-EMP, or the removal of person(s) and/or equipment not complying with the specifications.

The person appointed as EO may be the Engineer, Engineer's Representative, or any other individual, provided that the person appointed has appropriate/relevant environmental training and experience.

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

6.3 Time Frames/Milestones

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

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

6.4 Places for the Performance of Specific Tasks

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

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

6.5 Reporting Requirements

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

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

The Tender Assessment Report shall be submitted to the Employer within two weeks of the tender documents having been presented to the Service Provider, unless otherwise agreed between the parties.

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

7. REFERENCE DATA

Not applicable.

8. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

9. APPROVALS

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

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

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

10. PROCUREMENT

10.1 Preferential Procurement

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

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

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

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

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

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

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

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

10.3 Forms for contract administration

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

- 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 contractor's compliance with the sub-contracting conditions of the **Preference Schedule**.

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

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

11. FORMAT OF COMMUNICATION

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

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

12. KEY PERSONNEL

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

- a) A Project Engineer who is a qualified Civil Engineer/Technologist professionally registered with the Engineering Council of South Africa (ECSA) in the category Professional Engineer or Professional Engineering Technologist, with at least ten (10) years' verifiable post professional registration experience in the analysis and design, construction monitoring, contract administration and project management of waste management infrastructure. The Project Engineer must also have acted as the "Engineer" or "Employer's Agent" in terms different forms of construction contracts, within the last 10 years and indicate such projects on the returnable schedule. Furthermore, the Project Engineer must have completed two landfill projects and completed two material recovery facility/ refuse transfer station/ drop off projects, which must be completed on the schedule **Key Personnel, Part T2.2: Returnable Schedules**. All information requested on the schedule must be completed in full in the spaces provided on the schedule.

- b) A Civil Engineer/Technologist who is a qualified Engineer/Technologist, professionally registered with ECSA in the category Professional Engineer or Professional Engineering Technologist, with at least ten (10) years' verifiable post professional registration experience in the analysis, design, construction monitoring and contract administration of waste management infrastructure, including a minimum of at least one completed landfill project and one completed material recovery facility/ refuse transfer station/ drop off projects. The projects must be completed on the schedule **Key Personnel, Part T2.2: Returnable Schedules**. All information requested on the schedule must be completed in full in the spaces provided on the schedule.
- c) An Electrical Engineer/Technologist who is a qualified Engineer/Technologist professionally registered ECSA in the category Professional Engineer or Professional Engineering Technologist, with at least ten (10) years' verifiable post professional registration and has experience in the analysis, design, construction monitoring and contract administration of waste management infrastructure, including a minimum of two completed material recovery facility/ refuse transfer station/ drop off projects. The projects must be completed on the schedule **Key Personnel, Part T2.2: Returnable Schedules**. All information requested on the schedule must be completed in full in the spaces provided on the schedule.
- d) A Mechanical Engineer/Technologist who is a qualified Engineer/Technologist professionally registered ECSA in the category Professional Engineer or Professional Engineering Technologist, with at least ten (10) years' verifiable post professional registration and has experience in analysis, design, construction monitoring and contract administration of waste management infrastructure, including a minimum of two completed material recovery facility/ refuse transfer station/ drop off projects. The projects must be completed on the schedule **Key Personnel, Part T2.2: Returnable Schedules**. All information requested on the schedule must be completed in full in the spaces provided on the schedule.
- e) A Structural Engineer/Technologist who is a qualified Engineer/Technologist professionally registered ECSA in the category Professional Engineer or Professional Engineering Technologist, with at least ten (10) years' verifiable post professional registration and has experience in analysis, design, construction monitoring and contract administration of waste management infrastructure, including a minimum of two completed material recovery facility/ refuse transfer station/ drop off projects. The projects must be completed on the schedule **Key Personnel, Part T2.2: Returnable Schedules**. All information requested on the schedule must be completed in full in the spaces provided on the schedule.

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

13. MANAGEMENT MEETINGS

13.1 Management Meetings

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

13.2 Community/Stakeholder Meetings

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

13.3 Supply Chain Management (SCM) Committee Meetings

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

13.4 Site/Technical Meetings

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

13.5 Ad-hoc Meetings

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

13.6 Progress Meetings

The service provider will be expected to convene monthly meetings (or as determined by Employer) to provide progress on all Works Orders to relevant stakeholders.

13.7 General

The Service Provider shall be represented at all meetings by at-least one of the key personnel, preferably the project leader. The service provider shall provide secretarial services (for record keeping purposes) at all management, site/technical, and ad-hoc meetings.

All charges in respect of attendance at meetings and the provision of secretarial services shall be included in the tendered fee.

14. CLAIMS FOR PAYMENT

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses, but not more frequently than at monthly intervals, unless agreed otherwise in writing. All interim claims must be accompanied by an original tax invoice as well as all supporting documentation in respect of the hours worked and expenses claimed per Works Assignment. Supporting documents include, but are not limited to, timesheets of all relevant personnel with the hours broken down into specific activities pertaining to each Works Assignment, travel logbooks and disbursement sheets. Where applicable, approved quotations for provisional sum payments should also be included.

The Service Provider shall provide the Employer with all additional information required for payment, should it be requested.

The Service Provider shall provide weekly timesheets of all personnel working on the individual Works Assignments. Timesheets shall be provided in a format indicating the separate Works Assignments and each individual's time spent (in hours) on each activity.

The Service Provider shall provide weekly logbooks of all personnel working on the individual Works Assignments when travelling has occurred. Logbooks shall be provided in a format indicating the separate Works Assignments and each individual's start and end odometer readings, kilometres travelled, reason for travelling and the start and end destinations.

The Service Provider will not be compensated for the preparation of invoices, nor for the checking and approval of invoices from sub-consultants for which there is a rate item in the Schedule of Rates. All correspondence and/or admin with the sub-consultant, for which there is a rate in Schedule of Rates, will be deemed to have been included and additional hours will not be paid.

In the case where the Service Provider makes use of a Category D person to perform works during the Works Assignment and the person then moves into Category C (due to professional registration) and performs the same function on the Works Assignment as prior to registration, the Service Provider will be compensated at the Category D rate. Furthermore, if a Category D person is able to perform the work as stipulated and the Service Provider elects to keep using the newly registered professional, the Service Provider will be compensated at the Category D rate. The same principle will be applied for any higher category person undertaking lower category work, as stipulated in the Pricing Assumptions.

The Service Provider is expected to perform all work from the local office. Kilometres travelled and travel time will be calculated from the address of the local office. The provisions of the Pricing Assumptions apply.

15. WORKS ASSIGNMENT PROPOSALS

When submitting a Works Assignment Proposal the following documents should be included:

- a. Scope of Work
- b. Methodology
- c. A programme of the work
- d. Agreed time frames/milestones
- e. Proposed resources (project team)
The proposed resources shall also be indicated on an Organogram. The Organogram should clearly indicate the staff working on the project, their role on the Works Assignment and their professional registration. The Works Assignment Manager may request additional information to be included.
- f. CVs for each of the project team members. If a sub-consultant is used the Service Provider shall also submit their company's name, their company's HDI status.
- g. Resource-based costing – this should include the names of the staff members, their category, tasks, hours to be spent on each task and rates.
- h. A cost proposal which includes the cost of any associated fees and services and an estimated cost of construction (where applicable).

When compiling the Works Assignment Proposal the Service Provider shall give due consideration to the number of registered professionals (or future registered professionals) allocated to the project and if the exigencies of the contract warrants the number of registered professionals allocated. Should the Works Assignment Manager find this number to be excessive, a motivation will be requested and the Service Provider will submit the motivation with a clear indication of the benefits that the Employer will gain from this allocation.

A section shall be included in the Works Assignment Proposal indicating any unregistered personnel that are in the process of registering professionally and if they are expected to register professionally during the duration of the Works Assignment. The Service Provider shall then also indicate if they intend to use the higher category rate for payment once the personnel are registered.

The Service Provider shall be transparent when preparing Works Assignment Proposals and inform the Employer in writing of the reasoning behind the inclusion of certain items where necessary. Should it be necessary to include additional documents as part of the Works Assignment Proposal submission in order to demonstrate the reasoning, the Service Provider shall include such relevant documentation.

16. TRAINING AND MENTORING

The Service Provider shall provide training and mentoring to the Employer's staff. Training will generally relate to aspects of works assignments (e.g. the design and analysis of waste management infrastructure, etc.) which originates from this Framework Contract only.

The Employer will provide the Service Provider with topics for training as the need arises. The Service Provider must allocate adequate resources to the project team to develop and present the training. Training can be of a basic or advanced nature depending on the need from the Employer's staff.

The Service Provider must make provision for the relevant mentorship of the Employer's personnel. The Service Provider shall make available relevant professionally registered personnel with a minimum of 5 years post-registration experience to take the role of mentor and supervisor to ensure fulfilment of the relevant Professional registration body's requirements. The Mentor will need to assess the skills and level of knowledge of the individual in the relevant field and assist the individual to identify training and/or experience needs in order to obtain registration from the relevant Professional registration body. Mentorship meetings should be held at three month intervals and progress should be discussed and measured. The Mentor should approve and sign all reports compiled by the individual.

As part of the Works Assignment Brief, the Employer will provide the training and/or mentoring requirements, which can be further discussed and agreed to in the Works Assignment Briefing session. The Service Provider shall then include the training and/or mentoring in the Works Assignment Proposal.

Training and/or mentoring will take place at the offices of the Employer or at the offices of the Service Provider. Payment for travelling will be made at the appropriate rate in C2.2 Schedule of Rates. Online (Skype/Teams) meetings will be allowed for mentoring purposes by prior agreement with the Employer.

17. QUALITY ASSURANCE

The Service Provider shall ensure that all documentation are compiled and records kept to the standard as specified in the Organization for Standardization's ISO 9001 : 2015 quality management standard (or equivalent). Proof of certification must be attached to the schedule titled **Confirmation of Tenderer Registration / Accreditation**.

Note: Where the entity tendering is a joint venture, one of the partners needs to be ISO 9001: 2015 certified.

18. EMPLOYER'S RIGHT TO RECOVER COSTS

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

19. 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 may result from a Works Order will be the sole property of the City of Cape Town.

In alignment with the above, any information arising from or within a Works Order 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 except where permission is granted in writing for that specific purpose.

PART C4: SITE INFORMATION

C4.1 Metro Location Map

