



**CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD**

Making progress possible. Together.

MEMORANDUM OF AGREEMENT

FOR THE

**PROVISION OF PROFESSIONAL SERVICES IN SUPPORT OF THE
UNDERTAKING OF VARIOUS PROJECTS BY THE DEPARTMENT OF
PUBLIC HOUSING, AS GUIDED BY ITS ASSET MANAGEMENT PLAN**

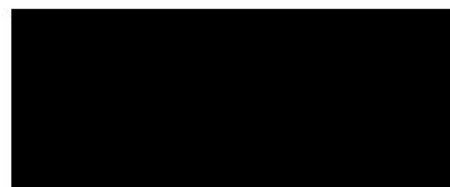
MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

[REDACTED]
(REGISTRATION NO. [REDACTED])

Contract No. 109C/2020/21



PREAMBLE

WHEREAS Tender 109C/2020/21 was awarded to [REDACTED], in line with the City of Cape Town's Supply Chain Management Bid Adjudication Committee ('SCMBAC') Resolution **SCMB 39/07/21** dated **19 July 2021**, for the **Provision of Professional Services in Support of the Undertaking of Various Projects by the Department of Public Housing, as guided by its Asset Management Plan**, be accepted from the period date of commencement until 30 June 2027 (subject to approval of the Section 33 process in terms of the Local Government: Municipal Finance Management Act 56 of 2003).

AND WHEREAS work will be allocated in accordance with clause 1.2 (Contract Data) of the tender conditions. The Employer intends to appoint (the highest ranked tenderer ("the winner") for the allocation of work on a "winner-takes-all" basis.

AND WHEREAS it is recorded that this Contract will be governed by the General Conditions of Contract which are the Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015), as published by the Construction Industry Development Board, read with the Contract Specific Data ("CSD") 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 the City Manager or his nominee, duly authorised hereto;
- 1.2. [REDACTED] a private company registered in terms of the laws of the Republic of South Africa with registration no [REDACTED], with its principal place of business situated at [REDACTED] ("**the Contractor**"), herein represented by its duly authorised representative, [REDACTED] in his capacity as Director;

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

2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the CIDB and any Part attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:
 - 2.2.1 First, the Form of Offer and Acceptance,
 - 2.2.2 Second, the Contract Specific Data within the Contract Data,
 - 2.2.3 Third, the General Conditions of Contract
 - 2.2.4 Fourth, the Scope of Work, and
 - 2.2.5 Fifth, the Pricing Data.
- 2.3 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 Date subject to the section 33 process of the MFMA.
- 3.2. Unless terminated earlier in accordance with the provisions as set out in the CIDB or any other provision in terms of this Contract, this Contract shall commence on the commencement date and shall terminate on 30 June 2027.

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 Scope of Work.
- 6.3. The Contractor will ensure that the Works will be in accordance with the contract specifications.
- 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

DIRECTORATE: DEPARTMENT

CONTRACT NO. 100C/2020/21

PROVISION OF PROFESSIONAL SERVICES IN SUPPORT OF THE UNDERTAKING OF VARIOUS PROJECTS BY THE DEPARTMENT OF PUBLIC HOUSING, AS GUIDED BY ITS ASSET MANAGEMENT PLAN

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: [REDACTED]	
Section 4: Particulars of sole proprietors and partners in partnerships	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners	
Section 5: Particulars of companies and close corporations	
Company registration number: [REDACTED]	
Close corporation number: [REDACTED]	
Tax reference number: [REDACTED]	
Section 6: Foreign Bidding Suppliers	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐ Yes ☒ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☒ No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	
a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	☐ Yes ☐ No
b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	☐ Yes ☐ No
c) Does the tenderer have a permanent establishment in the Republic of South Africa?	☐ Yes ☐ No
d) Does the tenderer have any source of income in the Republic of South Africa?	☐ Yes ☐ No
e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	☐ Yes ☐ No

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:

...

PART 1 : AGREEMENTS

CITY OF CAPE TOWN

DIRECTORATE: DEPARTMENT

CONTRACT NO. 109C/2020/21

PROVISION OF PROFESSIONAL SERVICES IN SUPPORT OF THE UNDERTAKING OF VARIOUS PROJECTS BY THE DEPARTMENT OF PUBLIC HOUSING, AS GUIDED BY ITS ASSET MANAGEMENT PLAN

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 109C/2020/21: PROVISION OF PROFESSIONAL SERVICES IN SUPPORT OF THE UNDERTAKING OF VARIOUS PROJECTS BY THE DEPARTMENT OF PUBLIC HOUSING, AS GUIDED BY ITS ASSET MANAGEMENT PLAN

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

By the representative of the tenderer, deemed to be duly authorized, 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, including the tender data, for an amount to be determined in accordance with the conditions of contract identified in the tender data.

THE OFFERED TOTAL OF THE PRICES INCLUDING VALUE ADDED TAX IS:

Rand

*

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 his period of validity stated in the tender data, whereupon the tenderer becomes the party bound to the conditions of contract identified in the tender data.

Signature(s)

Name(s)

Capacity

for this tenderer

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

Date 29/10/2020

Tender
Part T2: Returnable Documents
Reference No. 109C/2020/21

21

**CONTRACT NO: 109C/2020/21- PROVISION OF PROFESSIONAL SERVICES IN SUPPORT OF
THE UNDERTAKING OF VARIOUS PROJECTS BY THE DEPARTMENT OF PUBLIC HOUSING, AS
GUIDED BY ITS ASSET MANAGEMENT PLAN**

ACCEPTANCE (TO BE FILLED IN BY THE CITY)

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Contractor's offer in respect of the region(s) awarded to the Contractor. 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 Contractor's offer shall form an agreement between the Employer and the Contractor upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Clause 1 to 7, and the sub-clauses therein, cited in pages 1 to 3 above;
- Part 1: Agreements and contract data (which includes this framework agreement)
- Part 2: Special Conditions to Contract
- Part 3: General Conditions of Contract
- Part 4: Pricing Schedules
- Part 5: Scope Of Work
- Part 6: Site Information
- Part 7: Occupational Health And Safety Agreement
- Part 8 : Key Personnel
- Part 9 : Support Resources
- Part 10 : Schedule Of Sub Contractors

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the Contractor 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 Contractor 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 these 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 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 with respect to the region(s) in terms of this term tender process being recorded in the schedule of deviations.

The Parties	Employer	Contractor
Business Name	City of Cape Town	
Business Registration	Not Applicable	
Tax number (VAT)		
Physical Address	12 Hertzog Boulevard Cape Town	
Accepted contract sum including tax	RATES BASED TENDER	
Accepted contract duration	DATE OF COMMENCEMENT – 30 JUNE 2027	
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 CCT before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject NONE
 Details NONE

2 Subject
 Details

3 Subject
 Details

4 Subject
 Details

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

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

PART 2 : CONTRACT SPECIFIC DATA

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**.

Contract

Work Project/Quote, as the context requires.

Contract Price

The price to be paid for the performance of the **Services** in accordance with the pricing data as reflected in the accepted amount of each **Works Project/Quote**

Replace the definition of **Key Persons** with the following: Persons who are referred to as such in the Contract Data who will be engaged in the performance of the Services.

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

The period(s) of performance for any services rendered under the Framework Contract will be defined for each Works Project/Quote:

The period(s) of performance for this service is as follows:

- 1) The Framework appointment period is for Six (6) financial years from commencement date.
- 2) All work orders/projects that service providers have been appointed for shall be completed up to the issuing of the Certificate of Competition, within the sixth financial year period. Therefore no orders for any projects that cannot be completed within this time will be issued.
- 3) It is the employer's intention to award a follow up tender of a similar nature to this one in the sixth financial year of this appointment in order to ensure a continuous pipeline of future projects. Once the follow up tender has been awarded, no new work will be issued to the service providers on this contract and the remaining time up till the end of the sixth financial year will be used only to complete projects already awarded
- 4) The timeframes for Normal Services per project are as stated below

The following timeframes shall be adhered to with regards to project deliverables

- Initial Works Brief Meeting 1 calendar week after receiving works request
- Quote received by Employer 1 calendar week after Initial Works Brief Meeting
- Initial Works Programme (when required): 1 calendar week after Quote signed off
- Kick Off Meeting with Contractor (when required): 1 calendar weeks after Quote sign off
- Progress Meetings : Once a month
- Technical Meetings: When required (two weeks after Progress Meeting)
- All Minutes of meetings: 1 calendar week after the meeting

Draft detail design report for discussion

- All projects, 8 calendar weeks after prelim design

Tender documents:

- All Projects (Draft): 3 calendar weeks after design discussion
- Revised Tender document post SCMBSC: 2 calendar days after SCMBSC meeting
- Tender evaluation report (Major only): 2 calendar weeks after notification to collect documents
- Close out report and as-built drawings: 6 calendar weeks after project completion
- Final Approval Certificate: 1 calendar week after end of defects liability period

All project deliverables and programs shall adhere to the time frames above. Any delays, such as delays caused by late receipt of wayleaves need to be communicated with the Employer's project manager and extension of timeframes for deliverables needs to be properly motivated and agreed upon. Project deliverable programs need to be updated not less than every six weeks.

Minor "Fast Tracked" Projects time frames

The Employer reserves the right to instruct the service provider to fast track the implementation of a project. In such cases, the Employer will make this intention known at the PMT start-up meeting, or as soon after as possible. Time frames for deliverables for fast tracked projects will be agreed upon on a case by case basis. The fees due to Professional Services, will be determined by the rates set out in the Pricing Schedule and no additional fees will be due to the Professional Services in respect of the fast tracked project time line.

Once deliverable dates are agreed upon, such dates will be binding. Failure to supply the required deliverables will result in fees for those deliverables not be paid and penalties being applied

Start Date of Works Projects

The date of the authorisation of the **purchase order** relating to any **Works Project**, and ending on the date when all **Services** are satisfactory rendered

Add the following definitions:

Activity Schedule

The part of the **Works Project Document** that sets out the compilation of the **Contract Price** and compiled based on the **Schedule of Rates**

Framework Contract

Part C1 of this document signed by the **Parties** and all documents referenced therein that together forms the **framework contract** between the **parties**

Framework Contract Manager

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 **Service Provider** is notified, in writing, to act as **Framework Contract Manager** for the purposes of the **Contract** as substitute for the **Framework Contractor Manager** so named.

The function of the **Framework Contract Manager** is to administer the **Framework Contract**, in accordance with the provisions of the **Framework Contract**.

The **Framework Contract Manager** shall be an employee of the **Employer**, authorised as its representative to administer the **Framework Contract**.

The **Framework Contract Manager** is:

Name:

Address:

Tel:

E-mail:

Framework Contract Period

The period stated in the **Contract Data**, during which **Works Projects** may be allocated to the **Service Provider** and for which **Purchase Orders** may be authorised on the SAP system up until the expiry of the **Framework Contract Period**; provided that the **Framework Contract** shall continue to remain in force after the expiration of the **Framework Contract Period** in the event that the **Services** of the **Service Provider's** last **Works Project** are only completed in all respects after the expiration of the **Framework Contract Period**. This 72 month Framework Contract is subject to a Section 33 Process.

Purchase Order

The **Purchase Order** authorised and released on the City of Cape Town's SAP System

Schedule of Rates

The document drawn up in accordance with the Pricing Assumptions contained in the **Pricing Data** of the **Framework Contract** and that will be used to compile the **Activity Schedule**.

Winner

This Framework Tender is a "winner-takes-all" contract and all Works Projects will executed by the successful tenderer (and any sub consultants appointed by the successful tenderer later).

Works Project /Quote

A part of the **Services** to be performed (task) by the **Service Provider** under the **Framework Contract**, the specific terms, conditions, scope and **Services** required of the **Works Project/Quote** will be determined and confirmed by the Project Manager.

Works Project or Quote Acceptance / Refusal Notice

The formal notification, signed by the successful tenderer/prospective **service provider** and sent to the **employer**, of his decision to accept/ refuse the opportunity afforded to participate further in the **service provider** appointment procedure for a **works project** as specified in the **contract**

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

The project is the **PROVISION OF PROFESSIONAL SERVICES IN SUPPORT OF THE UNDERTAKING OF VARIOUS PROJECTS BY THE DEPARTMENT OF PUBLIC HOUSING, AS GUIDED BY ITS ASSET MANAGEMENT PLAN**

*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

Clause 3

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

Add the following after clause 3.1

Clause 3.2

a) The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.

b) Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other remedies available to it as described in the SCM Policy.

Clause 3.2

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

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is the **DIRECTORATE: Human Settlements; DEPARTMENT : Public Housing**

The address for receipt of communications is:



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

Clause 3.4.1:

Add the following to the first sentence:

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

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

Clause 3.5:

Add the following:

The location for the performance of the Works Projects will be located within the municipal boundaries of the City of Cape Town's Metro Area. The Service Provider will be expected to perform all necessary project investigations and construction monitoring services on site, as well as perform all other projects related deliverables pertaining to the Works Projects. Furthermore, the Service Provider's personnel will be required to attend all necessary meetings as well as to accommodate short notice adhoc meetings.

The Service Provider's address from which the Service Provider shall perform its duties to fulfil the scope requirement of this Tender, of the envisaged Works Projects located in the municipal boundaries of the City of Cape Town's Metro Area, will be that as indicated on Schedule 1, Part T2.2: Returnable Schedules, and which will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission.

Clause 3.9.1:

Add the following after f):

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

Clause 3.9.2:

Replace the words "6 weeks" with "21 days". *Add the following at the end of the clause:*

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

Clause 3.9.3:

Delete the clause and replace with the following:

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

Clause 3.9.2:

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

Clause 3.9.3:

Add the following:

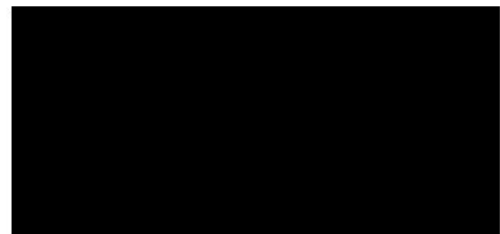
The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.

Clause 3.12

Delete the heading and replace with "Penalties and fines"

Clause 3.12.1

Add the following:



The penalty amount per day is as follows:
R500

The maximum penalty amount is as follows:
R10 000

Add the following after 3.12.2

Clause 3.12.3

The Employer may impose the following additional penalties or fines:

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

Clause 3.15.1:

Add the following:

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

Clause 3.16.2:

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

Add the following:

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

Clause 4.7:

Add the following:

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

Clause 5.1.1

Add the following:

The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

The Service Provider shall ensure that the Service Provider has access to required software packages suitable to this tender. Details of the software packages that will be used must be indicated on the schedule titled Support Resources (Schedule 12), Part T2.2: Returnable Schedules.

The Service Provider should have the following software or any equivalent suitable software to fulfil the works deliverables as set out in the Works Projects.

Civil Engineering : AutoCad Civil 3D or any equivalent software

Structural Engineering : Rivet or any equivalent software

Electrical Engineering : AutoCad Electrical or any equivalent software

Mechanical Engineering : Autocad Mechanical or any equivalent software

Architecture: AutoCad, Rivet or SketchUp of any equivalent software

Quantity Surveying: WinQS or any equivalent software

Land Surveying: SURPAC Surveying Software, Model Maker Systems, Drone Software for Surveying or any equivalent software

Town Planning: Model Maker Systems, SketchUp 3D Urban Planning and Settlements Design or any equivalent software

Project Management: Microsoft Project or any equivalent software

All other disciplines, not mentioned above, but as required by this contract, shall ensure that they have the required suitable software packages in order to complete the deliverables for each Works Project

Clause 5.4.1:

Add the following:

The Service Provider and any of its sub consultants 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 R5 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 11, Part T2.2 : Returnable Schedules).

Clause 8.1:

Add the following:

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

Clause 8.4.1:

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

- f) if the Service Provider has failed to provide the required insurances within the prescribed time;
- g) if the Service Provider has committed a corrupt or fraudulent act during the tender process or the execution of the Contract;

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

Clause 8.4.3(c):

Add the following:

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

Clause 8.4.4:

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

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

Add the following after clause 8.4.5:

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 / adjudication**.

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.

Clause 16: Periodic review

This Agreement is valid from the commencement date outlined herein and is valid until further notice. This Agreement shall be reviewed once every three years; however, in lieu of a review during any period specified, the current Agreement will remain in effect. The purchaser reserves the right to reduce or increase the scope of works according to the dictates of the budget, to terminate this contract, and/or to review and terminate this contract as is contemplated in Section 116(1)(b)(iii) of the Local Government: Municipal Finance Management Act 56 of 2003, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The supplier shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, payment for good delivered.

Clause 17: Protection of Personal Information

The supplier acknowledges that it will be processing personal information as defined in the Protection of Personal Information Act No. 4 of 2013 relating to City customers, on behalf of the City. Accordingly, it undertakes to ensure compliance with the Act in respect of its processing activities. In particular, it undertakes to keep such information confidential and not to disclose it unless required by law or in the course of the proper performance of its duties. Furthermore, it undertakes to maintain security measures as envisaged in Sections 19 and 21 of the Act. The requirements of this clause apply to all agents and subcontractors acting on behalf of tenderers and must be included in all contracts between tenderers and their agents or subcontractors

Part 2: Data provided by the Service Provider

Part 2: Data provided by the Service Provider

The Service Provider

Postal Address:

Physical Address:

Telephone:

Facsimile:

Email:

The authorised and designated representative of the Service Provider is:

Name:

The address for rec

Address:

Telephone:

Facsimile:

Email:

SIGNED ON BEHALF OF TENDERER:

ANNEXURE A: INSURANCE BROKER'S WARRANTY

CITY OF CAPE TOWN

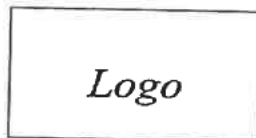
DIRECTORATE: DEPARTMENT

CONTRACT NO. 109C/2020/21

PROVISION OF PROFESSIONAL SERVICES IN SUPPORT OF THE UNDERTAKING OF VARIOUS PROJECTS BY THE DEPARTMENT OF PUBLIC HOUSING, AS GUIDED BY ITS ASSET MANAGEMENT PLAN

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.: 109C/2020/21

CONTRACT TITLE: PROVISION OF PROFESSIONAL SERVICES IN SUPPORT OF THE UNDERTAKING OF VARIOUS PROJECTS BY THE DEPARTMENT OF PUBLIC HOUSING, AS GUIDED BY ITS ASSET MANAGEMENT PLAN

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: _____

PART 3: GENERAL CONDITIONS OF CONTRACT

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.

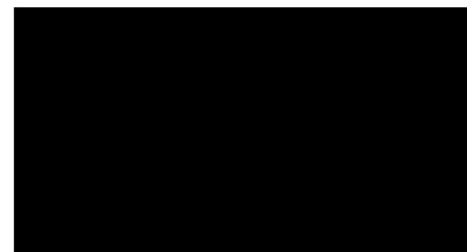
The General Conditions of Contract make several references to the Contract Data for specific data, which together with the standard contract collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract 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.



PART 4: PRICING SCHEDULE

C2.1 Pricing Assumptions

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

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.
2. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:

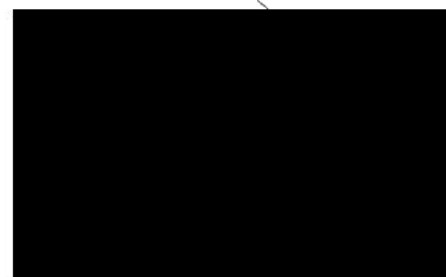
Unit: The unit of measurement for each item of work.
Quantity: The number of units of work for each item.
Rate: The agreed payment per unit of measurement.
Amount: The product of the quantity and the agreed rate for an item.
Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
3. A rate, sum, and/or price as applicable, is to be entered against each item in the Activity Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
4. The rates, sums, and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. The rates, sums and prices rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
5. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.
6. Provision for normal services is time-based and as described in the Scope of Work of this tender, of which, the deliverables are as per the various Professional Guidelines for each of the Professions required by this Tender, and shall be priced in line with The Department : Public Service and Administration (DPSA) Hourly Fee Rates for Consultants Guideline, the latest guideline with effect from 1 July 2019, as amended from time to time.
7. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Activity Schedule. This provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.
8. The categories of persons (A, B, C, D) in respect of time-based fee rates for professional services shall be as defined in the relevant guideline scope(s) of services (as referenced in the Specifications).
9. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
10. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying

(other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, and prices for normal and additional services rendered.

11. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
12. Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km.
13. The per kilometre rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. This rate is currently R3.98/km (excluding VAT).
14. Tenderers are to note that the planning for this contract is based on a three-year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
15. All charges in respect of attendance at meetings and the provision of secretarial services, shall be included in the tendered basic fee for normal services.
16. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
17. The Employer reserves the right, if required to employ any other consultant for any project
18. The cost of Planning, Studies, Investigations and Assessments shall be remunerated on a time and cost basis. The vendor must submit a quotation for the service to the employer based on the rates in the Activity Schedule. An order will be raised upon acceptance of any quotation by the Employer.
19. Clause F.4.10(c) in Part T1.2 Tender Data shall be applicable to the submission of Activity Schedules which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Activity Schedules.
20. If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Activity Schedule, then the printed Activity Schedule shall take these into account.

The pages of the issued Activity Schedule should not be removed from the tender document.

21. All Tendered rates are to exclude VAT.



CITY OF CAPE TOWN

DIRECTORATE: DEPARTMENT

CONTRACT NO. 109C/2020/21

PROVISION OF PROFESSIONAL SERVICES IN SUPPORT OF THE UNDERTAKING OF VARIOUS PROJECTS BY THE DEPARTMENT OF PUBLIC HOUSING, AS GUIDED BY ITS ASSET MANAGEMENT PLAN

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

C2.2 Activity Schedule

Item No. 1 : Engineering Services - Civil Engineering Services
Add Rate based fees

1.1 : Basic Fee Normal Services

Time Based Fees for Preliminary Design, Detail Design, Tender Documentation and Site Supervision

The fee for preliminary design, detail design, tender documentation and site supervision shall be based on the actual time taken by the various categories of professional staff as described in the Guideline Scope of Services and Tariff of Fees for Persons registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000), Government Gazette No 39480, 4 December 2015, Board Notice 138 of 2015, Clause 4.5(2)

Provide Time Based Fees for Engineering Services as described in the Scope of Work in respect of Normal Services: Stages 1 – 6

Type Category of Personnel CATEGORY B	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
Stages 1: Inception	Hour	600-00	600-00	636-00	636-00	674-16	674-16
Stages 2: Concept and Viability	Hour	680-00	680-00	720-80	720-80	764-05	764-05
Stages 3: Design Development	Hour	800-00	800-00	848-00	848-00	898-88	898-88
Stages 4: Documentation and Procurement	Hour	800-00	800-00	848-00	848-00	898-88	898-88
Stages 5: Contract Administration and Inspection	Hour	800-00	800-00	848-00	848-00	898-88	898-88
Stages 6: Close Out	Hour	600-00	600-00	636-00	636-00	674-16	674-16

Type Category of Personnel CATEGORY C	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
Stages 1: Inception	Hour	427-50	427-50	453-15	453-15	480-34	480-34
Stages 2: Concept and Viability	Hour	484-50	484-50	513-57	513-57	544-38	544-38
Stages 3: Design Development	Hour	570-00	570-00	604-20	604-20	640-45	640-45
Stages 4: Documentation and Procurement	Hour	570-00	570-00	604-20	604-20	640-45	640-45

4.1: Basic Fee Normal Services

Time Based Fees for Preliminary Design, Detail Design, Tender Documentation and Site Supervision

Stages 5: Contract Administration and Inspection	Hour	570-00	570-00	604-20	604-20	640-45	640-45
Stages 6: Close Out	Hour	427-50	427-50	453-15	453-15	480-34	480-34

Type Category of Personnel CATEGORY D	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
Stages 1: Inception	Hour	243-75	243-75	258-38	258-38	273-88	273-88
Stages 2: Concept and Viability	Hour	276-75	276-75	292-83	292-83	310-39	310-39
Stages 3: Design Development	Hour	325-00	325-00	344-50	344-50	365-17	365-17
Stages 4: Documentation and Procurement	Hour	325-00	325-00	344-50	344-50	365-17	365-17
Stages 5: Contract Administration and Inspection	Hour	325-00	325-00	344-50	344-50	365-17	365-17
Stages 6: Close Out	Hour	243-75	243-75	258-38	258-38	273-88	273-88

4.2: Provision for Time-Based Engineering Services that fall beyond the scope of normal services

Item No.	Activity Description	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Hours	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
1.2.1	Provide Time-Based services on instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Works							
1.2.1.1	Category A Personnel	Hour	1050-00	1050-00	1113-00	1113-00	1179-78	1179-78
1.2.1.2	Category B Personnel	Hour	800-00	800-00	848-00	848-00	896-88	896-88
1.2.1.3	Category C Personnel	Hour	570-00	570-00	604-20	604-20	640-45	640-45
1.2.1.4	Category D Personnel	Hour	325-00	325-00	344-50	344-50	365-17	365-17
1.2.2	Wayleave and Permit applications							
1.2.2.1	Full application process as required by any individual project as per clause 7.1.3.1 Of Section C3.1: Scope of Works	No.	4000-00	4510-00	4510-00	4780-00	5069-00	5370-00

1.3: Additional Services

Item No.	Activity Description	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Hours	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
1.3.1	Additional Services pertaining to all stages of the Project.							
1.3.1.1	Act as leader of the professional team (Principal Consultant)							
	Act as leader of the professional team on behalf of and with the approval of the Employer	Hour	1050-00	1050-00	1113-00	1113-00	1179-78	1179-78
1.3.2	Act as Principal Agent (Stages 3 to 6)							
1.3.2.1	Act as Principal Agent on behalf of and with the approval of the Employer	Hour	1050-00	1050-00	1113-00	1113-00	1179-78	1179-78
1.3.3	Construction Monitoring							
1.3.3.1	Construction Monitoring - Level 1	Hour	520-00	520-00	551-20	551-20	584-27	584-27
1.3.3.2	Construction Monitoring - Level 2	Hour	520-00	520-00	551-20	551-20	584-27	584-27
1.3.3.3	Construction Monitoring - Level 3	Hour	520-00	520-00	551-20	551-20	584-27	584-27
1.3.4	Employ the services of a Clerk of Works (Civil Works)	Hour	520-00	520-00	551-20	551-20	584-27	584-27
1.3.5	Services of Specialist Consultant							
1.3.5.1	Provide for the appointment and services of any specialized consultant pertaining to all stages of the project	Prov. Sum	R 300 000.00	R 300 000.00	R 300 000.00	R 300 000.00	R 300 000.00	R 300 000.00

Item No. 2 : Engineering Services - Structural Engineering Services
Add Rate based fees

2.1 : Basic Fee Normal Services

Time Based Fees for Preliminary Design, Detail Design, Tender Documentation and Site Supervision

The fee for preliminary design, detail design, tender documentation and site supervision shall be based on the actual time taken by the various categories of professional staff as described in the Guideline Scope of Services and Tariff of Fees for Persons registered in terms of the Engineering Profession Act, 2000, (Act No. 48 of 2000), Government Gazette No 39480, 4 December 2015, Board Notice 138 of 2015, Clause 4.5(2):

Provide Time Based Fees for Engineering Services as described in the Scope of Work in respect of Normal Services: Stages 1 – 6

Type Category of Personnel CATEGORY B	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
Stages 1: Inception	Hour	600-00	600-00	636-00	636-00	674-16	674-16
Stages 2: Concept and Viability	Hour	680-00	680-00	720-80	720-80	764-05	764-05
Stages 3: Design Development	Hour	800-00	800-00	848-00	848-00	898-88	898-88
Stages 4: Documentation and Procurement	Hour	800-00	800-00	848-00	848-00	898-88	898-88
Stages 5: Contract Administration and Inspection	Hour	800-00	800-00	848-00	848-00	898-88	898-88
Stages 6: Close Out	Hour	600-00	600-00	636-00	636-00	674-16	674-16

Type Category of Personnel CATEGORY C	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
Stages 1: Inception	Hour	427-50	427-50	453-15	453-15	480-34	480-34
Stages 2: Concept and Viability	Hour	484-50	484-50	513-57	513-57	544-38	544-38
Stages 3: Design Development	Hour	570-00	570-00	604-20	604-20	640-45	640-45
Stages 4: Documentation and Procurement	Hour	570-00	570-00	604-20	604-20	640-45	640-45
Stages 5: Contract Administration and Inspection	Hour	570-00	570-00	604-20	604-20	640-45	640-45
Stages 6: Close Out	Hour	427-50	427-50	453-15	453-15	480-34	480-34

2.1: Basic Fee Normal Services

Type Category of Personnel CATEGORY D	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
Stages 1: Inception	Hour	243-75	243-75	258-38	258-38	273-88	273-88
Stages 2: Concept and Viability	Hour	276-25	276-25	292-83	292-83	310-39	310-39
Stages 3: Design Development	Hour	325-00	325-00	344-50	344-50	365-17	365-17
Stages 4: Documentation and Procurement	Hour	325-00	325-00	344-50	344-50	365-17	365-17
Stages 5: Contract Administration and Inspection	Hour	325-00	325-00	344-50	344-50	365-17	365-17
Stages 6: Close Out	Hour	427-50	427-50	453-15	453-15	273-88	278-88

2.2: Provision for Time-Based Engineering Services that fall beyond the scope of normal services

Item No.	Activity Description	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Hours	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
2.2.1	Provide Time-Based services on instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Works							
2.2.1.1	Category A Personnel	Hour	1050-00	1050-00	1113-00	1113-00	1179-78	1179-78
2.2.1.2	Category B Personnel	Hour	800-00	800-00	848-00	848-00	878-88	878-88
2.2.1.3	Category C Personnel	Hour	570-00	570-00	604-20	604-20	640-45	640-45
2.2.1.4	Category D Personnel	Hour	325-00	325-00	344-50	344-50	365-17	365-17
2.2.2	Wayleave and Permit applications							
2.2.2.1	Full application process as required by any individual project as per clause 7.1.3.1 Of Section C3.1: Scope of Works	No.	4000-00	4750-00	4510-00	4780-00	5069-00	5370-00

2.3: Additional Services

Item No.	Activity Description	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Hours	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
2.3.1	Additional Services pertaining to all stages of the Project.							
2.3.1.1	Act as leader of the professional team (Principal Consultant)							
	Act as leader of the professional team on behalf of and with the approval of the Employer	Hour	1050-00	1050-00	1113-00	1113-00	1179-78	1179-78
2.3.2	Act as Principal Agent (Stages 3 to 6)							
2.3.2.1	Act as Principal Agent on behalf of and with the approval of the Employer	Hour	1050-00	1050-00	1113-00	1113-00	1179-78	1179-78
2.3.3	Construction Monitoring							
2.3.3.1	Construction Monitoring - Level 1	Hour	520-00	520-00	551-20	551-20	584-27	584-27
2.3.3.2	Construction Monitoring - Level 2	Hour	520-00	520-00	551-20	551-20	584-27	584-27
2.3.3.3	Construction Monitoring - Level 3	Hour	520-00	520-00	551-20	551-20	584-27	584-27
2.3.4	Employ the services of a Clerk of Works (Building Works)	Hour	520-00	520-00	551-20	551-20	584-27	584-27
2.3.5	Services of Specialist Consultant							
2.3.5.1	Provide for the appointment and services of any specialized consultant pertaining to all stages of the project.	Prov. Sum	R 300 000	R 300 000	R 300 000	R 300 000	R 300 000	R 300 000

Item No. 3 : Engineering Services - Electrical Engineering Services
Add Rate based fees:

3.1 : Basic Fee Normal Services

Time Based Fees for Preliminary Design, Detail Design, Tender Documentation and Site Supervision

The fee for preliminary design, detail design, tender documentation and site supervision shall be based on the actual time taken by the various categories of professional staff as described in the Guideline Scope of Services and Tariff of Fees for Persons registered in terms of the Engineering Profession Act, 2000. (Act No. 46 of 2000), Government Gazette No 39480, 4 December 2015, Board Notice 138 of 2016, Clause 4.5(2).

Provide Time Based Fees for Engineering Services as described in the Scope of Work in respect of Normal Services: Stages 1 – 6

Type Category of Personnel CATEGORY B	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
Stages 1: Inception	Hour	600.00	600.00	636.00	636.00	674.16	674.16
Stages 2: Concept and Viability	Hour	800.00	800.00	848.00	848.00	898.88	898.88
Stages 3: Design Development	Hour	800.00	800.00	848.00	848.00	898.88	898.88
Stages 4: Documentation and Procurement	Hour	800.00	800.00	848.00	848.00	898.88	898.88
Stages 5: Contract Administration and Inspection	Hour	800.00	800.00	848.00	848.00	898.88	898.88
Stages 6: Close Out	Hour	600.00	600.00	636.00	636.00	674.16	674.16

Type Category of Personnel CATEGORY C	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
Stages 1: Inception	Hour	427.50	427.50	453.15	453.15	480.34	480.34
Stages 2: Concept and Viability	Hour	570.00	570.00	604.20	604.20	640.45	640.45
Stages 3: Design Development	Hour	570.00	570.00	604.20	604.20	640.45	640.45
Stages 4: Documentation and Procurement	Hour	570.00	570.00	604.20	604.20	640.45	640.45
Stages 5: Contract Administration and Inspection	Hour	570.00	570.00	604.20	604.20	640.45	640.45
Stages 6: Close Out	Hour	427.50	427.50	453.15	453.15	480.34	480.34

Type Category of Personnel CATEGORY D	Unit	YEAR 1 Rate (Excl. VAT)	YEAR 2 Rate (Excl. VAT)	YEAR 3 Rate (Excl. VAT)	YEAR 4 Rate (Excl. VAT)	YEAR 5 Rate (Excl. VAT)	YEAR 6 Rate (Excl. VAT)
Stages 1: Inception	Hour	243-75	243-75	258-38	258-38	273-88	273-88
Stages 2: Concept and Viability	Hour	325-00	325-00	344-50	344-50	365-17	365-17
Stages 3: Design Development	Hour	325-00	325-00	344-50	344-50	365-17	365-17
Stages 4: Documentation and Procurement	Hour	325-00	325-00	344-50	344-50	365-17	365-17
Stages 5: Contract Administration and Inspection	Hour	325-00	325-00	344-50	344-50	365-17	365-17
Stages 6: Close Out	Hour	243-75	243-75	258-38	258-38	273-88	273-88

3.2 : Provision for Time-Based Engineering Services that fall beyond the scope of normal services

Item No.	Activity Description	Unit	YEAR 1 Rate (Excl. VAT)	YEAR 2 Rate (Excl. VAT)	YEAR 3 Rate (Excl. VAT)	YEAR 4 Rate (Excl. VAT)	YEAR 5 Rate (Excl. VAT)	YEAR 6 Rate (Excl. VAT)
		Hours						
3.2.1	Provide Time-Based services on instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Works							
3.2.1.1	Category A Personnel	Hour	1060-00	1060-00	1113-00	1113-00	1179-78	1179-78
3.2.1.2	Category B Personnel	Hour	800-00	800-00	848-00	848-00	898-88	898-88
3.2.1.3	Category C Personnel	Hour	570-00	570-00	604-20	604-20	640-45	640-45
3.2.1.4	Category D Personnel	Hour	325-00	325-00	344-50	344-50	365-17	365-17
3.2.2	Wayleave and Permit applications							
3.2.2.1	Full application process as required by any individual project as per clause 7.1.3.1 Of Section C3.1 : Scope of Works	No.	4000-00	4250-00	4510-00	4780-00	5069-00	5370-00

3.3: Additional Services

Item No.	Activity Description	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Hours	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
3.3.1	Additional Services pertaining to all stages of the Project.							
3.3.1.1	Act as Principal Agent							
	Act as Principal Agent on behalf of and with the approval of the Employer	Hour	1050-00	1050-00	1113-00	1113-00	1179-78	1179-78
3.3.2	Construction Monitoring							
3.3.2.1	Construction Monitoring - Level 1	Hour	520-00	520-00	551-20	551-20	584-27	584-27
3.3.2.2	Construction Monitoring - Level 2	Hour	520-00	520-00	551-20	551-20	584-27	584-27
3.3.2.3	Construction Monitoring - Level 3	Hour	520-00	520-00	551-20	551-20	584-27	584-27
3.3.3	Services of Specialist Consultant							
	Provide for the appointment and services of any specialized consultant pertaining to all stages of the project.	Prov. Sum	R 300 000.00	R 300 000.00	R 300 000.00	R 300 000.00	R 300 000.00	R 300 000.00

Item No. 4 : Engineering Services – Mechanical Engineering Services
Add Rate based fees

4.1 : Basic Fee Normal Services

Time Based Fees for Preliminary Design, Detail Design, Tender Documentation and Site Supervision

The fee for preliminary design, detail design, tender documentation and site supervision shall be based on the actual time taken by the various categories of professional staff as described in the Guideline Scope of Services and Tariff of Fees for Persons registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000), Government Gazette No 39480, 4 December 2015, Board Notice 138 of 2015, Clause 4.5(2).

Provide Time Based Fees for Engineering Services as described in the Scope of Work in respect of Normal Services: Stages 1 – 6

Type Category of Personnel CATEGORY B	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
Stages 1: Inception	Hour	600-00	600-00	636-00	636-00	674-16	674-16
Stages 2: Concept and Viability	Hour	680-00	680-00	720-80	720-80	764-05	764-05
Stages 3: Design Development	Hour	800-00	800-00	848-00	848-00	898-88	898-88
Stages 4: Documentation and Procurement	Hour	800-00	800-00	848-00	848-00	898-88	898-88
Stages 5: Contract Administration and Inspection	Hour	800-00	800-00	848-00	848-00	898-88	898-88
Stages 6: Close Out	Hour	600-00	600-00	636-00	636-00	674-16	674-16

Type Category of Personnel CATEGORY C	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
Stages 1: Inception	Hour	427-50	427-50	453-15	453-15	480-34	480-34
Stages 2: Concept and Viability	Hour	484-50	484-50	513-57	513-57	544-38	544-38
Stages 3: Design Development	Hour	570-00	570-00	604-20	604-20	640-45	640-45
Stages 4: Documentation and Procurement	Hour	570-00	570-00	604-20	604-20	640-45	640-45
Stages 5: Contract Administration and Inspection	Hour	570-00	570-00	604-20	604-20	640-45	640-45
Stages 6: Close Out	Hour	427-50	427-50	453-15	453-15	480-34	480-34

3.1.1 BASIC FEE NORMAL SERVICES

Type Category of Personnel CATEGORY D	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
Stages 1: Inception	Hour	243-75	243-75	258-38	258-38	273-88	273-88
Stages 2: Concept and Viability	Hour	276-25	276-25	292-83	292-83	310-39	310-39
Stages 3: Design Development	Hour	325-00	325-00	344-50	344-50	365-17	365-17
Stages 4: Documentation and Procurement	Hour	325-00	325-00	344-50	344-50	365-17	365-17
Stages 5: Contract Administration and Inspection	Hour	325-00	325-00	344-50	344-50	365-17	365-17
Stages 6: Close Out	Hour	243-75	243-75	258-38	258-38	273-88	273-88

4.2: Provision for Time-Based Engineering Services that fall beyond the scope of normal services

Item No.	Activity Description	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Hours	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
4.2.1	Provide Time-Based services on instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Works							
4.2.1.1	Category A Personnel	Hour	1050-00	1050-00	1113-00	1113-00	1179-78	1179-78
4.2.1.2	Category B Personnel	Hour	800-00	800-00	848-00	848-00	898-88	898-88
4.2.1.3	Category C Personnel	Hour	570-00	570-00	604-20	604-20	640-45	640-45
4.2.1.4	Category D Personnel	Hour	325-00	325-00	344-50	344-50	365-17	365-17
4.2.2	Wayleave and Permit applications							
4.2.2.1	Full application process as required by any individual project as per clause 7.1.3.1 Of Section C3.1: Scope of Works	No.	0-00	0-00	0-00	0-00	0-00	0-00

4.3: Additional Services

Item No.	Activity Description	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Hours	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
3.3.1	Additional Services pertaining to all stages of the Project.							
3.3.1.1	Act as Principal Agent							
	Act as Principal Agent on behalf of and with the approval of the Employer	Hour	1050-00	1050-00	1113-00	1113-00	1179-78	1179-78
3.3.2	Construction Monitoring							
3.3.2.1	Construction Monitoring - Level 1	Hour	520-00	520-00	551-20	551-20	584-27	584-27
3.3.2.2	Construction Monitoring - Level 2	Hour	520-00	520-00	551-20	551-20	584-27	584-27
3.3.2.3	Construction Monitoring - Level 3	Hour	520-00	520-00	551-20	551-20	584-27	584-27
3.3.3	Services of Specialist Consultant							
	Provide for the appointment and services of any specialized consultant pertaining to all stages of the project.	Prov. Sum	R 300 000.00	R 300 000.00	R 300 000.00	R 300 000.00	R 300 000.00	R 300 000.00

Item No. 5 : Quantity Surveying Services
Add Rate based fees

5.1 : Basic Fee Normal Services

Provide Time Based Fees for Quantity Surveying Services as described in the Scope of Work in respect of Normal Services: Stages 1 - 6

Type Category of Personnel REGISTERED PROFESSIONAL PRINCIPAL	Unit	YEAR 1 Rate (Excl. VAT)	YEAR 2 Rate (Excl. VAT)	YEAR 3 Rate (Excl. VAT)	YEAR 4 Rate (Excl. VAT)	YEAR 5 Rate (Excl. VAT)	YEAR 6 Rate (Excl. VAT)
Stages 1: Inception	Hour	600-00	600-00	636-00	636-00	674-16	674-16
Stages 2: Concept and Viability	Hour	680-00	680-00	720-80	720-80	764-05	764-05
Stages 3: Design Development	Hour	800-00	800-00	845-00	845-00	898-88	898-88
Stages 4: Documentation and Procurement	Hour	800-00	800-00	845-00	845-00	898-88	898-88
Stages 5: Contract Administration and Inspection	Hour	800-00	800-00	845-00	845-00	898-88	898-88
Stages 6: Close Out	Hour	600-00	600-00	636-00	636-00	674-16	674-16

Type Category of Personnel REGISTERED PROFESSIONAL	Unit	YEAR 1 Rate (Excl. VAT)	YEAR 2 Rate (Excl. VAT)	YEAR 3 Rate (Excl. VAT)	YEAR 4 Rate (Excl. VAT)	YEAR 5 Rate (Excl. VAT)	YEAR 6 Rate (Excl. VAT)
Stages 1: Inception	Hour	427-50	427-50	453-15	453-15	480-34	480-34
Stages 2: Concept and Viability	Hour	494-00	494-00	513-57	513-57	544-38	544-38
Stages 3: Design Development	Hour	570-00	570-00	604-20	604-20	640-45	640-45
Stages 4: Documentation and Procurement	Hour	570-00	570-00	604-20	604-20	640-45	640-45
Stages 5: Contract Administration and Inspection	Hour	570-00	570-00	604-20	604-20	640-45	640-45
Stages 6: Close Out	Hour	427-50	427-50	453-15	453-15	480-34	480-34

Type Category of Personnel REGISTERED TECHNICIAN	Unit	YEAR 1 Rate (Excl. VAT)	YEAR 2 Rate (Excl. VAT)	YEAR 3 Rate (Excl. VAT)	YEAR 4 Rate (Excl. VAT)	YEAR 5 Rate (Excl. VAT)	YEAR 6 Rate (Excl. VAT)
Stages 1: Inception	Hour	337-50	337-50	357-75	357-75	379-22	379-22
Stages 2: Concept and Viability	Hour	382-50	382-50	405-45	405-45	429-78	429-78
Stages 3: Design Development	Hour	450-00	450-00	477-00	477-00	505-62	505-62
Stages 4: Documentation and Procurement	Hour	450-00	450-00	477-00	477-00	505-62	505-62
Stages 5: Contract Administration and Inspection	Hour	450-00	450-00	477-00	477-00	505-62	505-62
Stages 6: Close Out	Hour	337-50	337-50	357-75	357-75	379-22	379-22

5.2: Provision for Time-Based Quantity Surveying Services

Item No.	Activity Description	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Hours	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
5.2.1	Provide time based services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the scope of work							
5.2.1.1	Registered Principal Professional	Hour	820.00	800.00	848.00	848.00	898.88	898.88
5.2.1.2	Registered Professional	Hour	570.00	570.00	604.20	604.20	640.45	640.45
5.2.1.3	Registered Technician	Hour	450.00	450.00	477.00	477.00	505.62	505.62
5.2.1.4	Salaried Support Staff	Hour	250.00	250.00	265.00	265.00	280.90	280.90

5.3: Additional Services

Item No.	Activity Description	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Hours	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
5.3.1	Management Services							
5.3.1.1	Principal Agent (Stages 3-6)	Hour	800.00	800.00	848.00	848.00	898.88	898.88
5.3.1.2	Principal Consultant (Stages 1-2)	Hour	570.00	570.00	604.20	604.20	640.45	640.45
5.3.1.3	Project Monitoring	Hour	520.00	520.00	551.20	551.20	584.27	584.27

Item No. 6 : Architectural Services
Add Rate based fees

6.1 : Basic Fee Normal Services

Provide Time Based Fees for Architectural Services as described in the Scope of Work in respect of Normal Services: Stages 1 – 6

Type Category of Personnel REGISTERED PROFESSIONAL ARCHITECT	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
Stages 1: Inception	Hour	686-25	686-25	727-43	727-43	771-07	771-07
Stages 2: Concept and Viability	Hour	777-75	777-75	824-42	824-42	873-88	873-88
Stages 3: Design Development	Hour	915-00	915-00	969-90	969-90	1028-09	1028-09
Stages 4: Documentation and Procurement	Hour	915-00	915-00	969-90	969-90	1028-09	1028-09
Stages 5: Contract Administration and Inspection	Hour	915-00	915-00	969-90	969-90	1028-09	1028-09
Stages 6: Close Out	Hour	686-25	686-25	727-43	727-43	771-07	771-07

Type Category of Personnel REGISTERED SENIOR ARCHITECTURAL TECHNOLOGIST	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
Stages 1: Inception	Hour	262-50	262-50	278-25	278-25	294-95	294-95
Stages 2: Concept and Viability	Hour	297-50	297-50	315-35	315-35	334-27	334-27
Stages 3: Design Development	Hour	350-00	350-00	371-00	371-00	393-26	393-26
Stages 4: Documentation and Procurement	Hour	350-00	350-00	371-00	371-00	393-26	393-26
Stages 5: Contract Administration and Inspection	Hour	350-00	350-00	371-00	371-00	393-26	393-26
Stages 6: Close Out	Hour	262-50	262-50	278-50	278-50	294-95	294-95

Type Category of Personnel REGISTERED PROFESSIONAL ARCHITECTURAL TECHNOLOGIST	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
Stages 1: Inception	Hour	206-25	218-63	231-74	245-65	260-39	276-01
Stages 2: Concept and Viability	Hour	233-75	247-78	262-64	278-40	295-10	312-81
Stages 3: Design Development	Hour	275-00	291-50	308-99	327-53	347-18	368-01
Stages 4: Documentation and Procurement	Hour	275-00	291-50	308-99	327-53	347-18	368-01
Stages 5: Contract Administration and Inspection	Hour	275-00	291-50	308-99	327-53	347-18	368-01
Stages 6: Close Out	Hour	206-25	218-63	231-74	245-65	260-39	276-01

6.2 : Provision for Time-Based Architectural Services

Item No.	Activity Description	Unit	YEAR 1	YEAR 1	YEAR 2	YEAR 4	YEAR 5	YEAR 6
		Hours	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
6.2.1	Provide time based services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Work							
6.2.1.1	Professional Architect	Hour	915-00	915-00	969-90	969-90	1028-09	1028-09
6.2.1.2	Professional Senior Architectural Technologist	Hour	350-00	350-00	371-00	371-00	393-26	393-26
6.2.1.3	Professional Architectural Technologist	Hour	350-00	350-00	371-00	371-00	393-26	393-26
6.2.1.4	Professional Architectural Draughtsperson	Hour	175-00	175-00	185-00	185-00	196-63	196-63
6.2.1.4	Salaried Support Staff	Hour	140-00	140-00	148-40	148-40	157-30	157-30

6.3: Additional Services

Item No.	Activity Description	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
			Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
6.3.1	Principal Agent	Hour	1050-00	1050-00	1113-00	1113-00	1179-78	1179-78
6.3.2	Principal Consultant	Hour	1050-00	1050-00	1113-00	1113-00	1179-78	1179-78
6.3.3	Special Inspections (Clerk of Works) on Part Time Basis	Hour	525-00	525-00	556-50	556-50	589-87	589-87
6.3.4	Special Inspections (Clerk of Works) on Full Time Basis	Hour	516-00	516-00	546-96	546-96	579-78	579-78

Item No. 7 : Occupational Health and Safety Services

7.1 Basic Fee for Services Construction Health and Safety Agent as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014

Item No.	Activity Description	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
			Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
7.1.1	Compile and submit application for Works permit from Department of labour in terms of Regulations 3(1) of Construction Regulations, 2014	No	4500-00	4725-00	4961-00	5209-00	5470-00	5743-00
7.1.2	Compile Baseline risk assessment in terms of Regulation 5(1)(a) of Construction Regulations, 2014	No	2400-00	2520-00	2646-00	2778-00	2917-00	3063-00
7.1.3	Compile and submit site specific health and safety specification in terms of Regulation 5(1)(b) & (c) of Construction Regulations, 2014	No	2500-00	2625-00	2756-00	2894-00	3039-00	3191-00
7.1.4	Evaluation of Principal Contractor's Safety Plan (File) submission in terms of regulation 4, regulation 5.1(i) & (m)	No.	1450-00	1523-00	1599-00	1679-00	1762-00	1851-00
7.1.5	Acting as Client Agent, safety inspections, submission of site reports and attending site meetings in terms of Regulations 5.1(o), (q), (r) and (s)	No	3500-00	3675-00	3858-00	4051-00	4253-00	4465-00
7.1.6	Reviewing Principal Contractors safety file on completion and ensure compliance with any necessary close out procedures and submit file to Employer	No	2700-00	2830-00	2966-00	3107-00	3254-00	3408-00

7.2 : Provision for Time-Based Occupational Health and Safety Services

Item No.	Activity Description	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
			Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
7.2.1	Provide time-based services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Work:							
7.2.1.1	Professional Construction Health and Safety Agent	Hour	800-00	800-00	845-00	848-00	898-88	898-88
7.2.1.2	AAIA Specialist	Hour	1100-00	1155-00	1212-00	1273-00	1337-00	1400-00
7.2.1.3	Safety Manager	Hour	570-00	570-00	604-20	604-20	640-45	640-45

Item No. 8 : Environmental Assessment Practitioner Services

8.1 Basic Fee for Services as Environmental Assessment Practitioner

Item No.	Activity Description	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
			Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
8.1.1	Registered/Certified Environmental Assessment Practitioner	Hour	800-00	800-00	848-00	848-00	896-88	896-88

8.2 : Provision for Time-Based Environmental Assessment Services

Item No.	Activity Description	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
			Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
8.2.1	Provide time-based services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Work:							
8.2.1.1	Registered/ Certified Environmental Assessment Practitioner	Hour	800-00	800-00	848-00	848-00	898-88	898-88

Item No. 9 : Town Planning Services
Add Rate based fees

9.1 : Provision for Time-Based Town Planning Services

Item No.	Activity Description	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Hours	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
Provide time based services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Work								
9.1.1	Category A	Hour	1050.00	1050.00	1115.00	1115.00	1179.78	1177.70
9.1.2	Category B	Hour	800.00	800.00	845.00	845.00	898.88	898.88
9.1.3	Category C	Hour	570.00	570.00	604.20	604.20	640.45	640.45
9.1.4	Category D	Hour	250.00	250.00	265.00	265.00	280.90	280.90

Item No. 10 : Land Surveying Services
Add Rate based fees

10.1 : Provision for Time-Based Town Planning Services

Item No.	Activity Description	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
		Hours	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
Provide time based services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Work								
10.1.1	Professional Surveyors (more than 5 years experience)	Hour	600-00	600-00	636-50	636-00	674-16	674-16
10.1.2	Professional Surveyors (less than 5 years experience)	Hour	500-00	500-00	530-00	530-00	561-80	561-80
10.1.3	Registered Surveyors	Hour	450-00	450-00	477-00	477-00	505-62	505-62
10.1.4	Registered Survey Technicians & Employees	Hour	325-00	325-00	344-50	344-50	365-17	365-17

Item No. 11 : Special Security Services

11.1 Labour charges for special security to be provided at the works including all necessary equipment based on ordinary time for labour only.

Item No.	Activity Description	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
			Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
11.1.1	Labour only rate - Grade A Security Guard with response motor vehicle	Hour	580-00	638-00	701-00	771-00	848-00	932-00
11.1.2	Labour only rate - Grade B Security Guard with response motor vehicle	Hour	492-00	541-00	594-00	653-00	718-00	789-00
11.1.3	Labour only rate - Grade C Security Guard with response motor vehicle	Hour	472-00	519-00	570-00	627-00	689-00	757-00
11.1.4	Labour only rate - Grade D Security Guard	Hour	192-00	211-00	232-00	255-00	280-00	308-00
11.1.5	Labour only rate - Grade E Security Guard	Hour	192-00	211-00	232-00	255-00	280-00	308-00
11.1.6	Guard Dog - rate to include Dog Kennel, Handling and Grooming Equipment, Water and Dog Food	Hour	120-00	132-00	145-00	159-00	174-00	191-00

Item No. 12 : Project Management Services

Item No.	Activity Description	Unit	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
			Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
Standard services								
12.1	Professional Project Manager	Hour	1200-00	1200-00	1272-00	1272-00	1348-32	1348-32
12.2	Candidate Project Manager	Hour	600-00	600-00	636-00	636-00	674-16	674-16
Provide time based services on the instructions from the Employer in respect of services fall beyond the scope of normal services as described in the scope of works								
12.3	Professional Project Manager	Hour	1200-00	1200-00	1272-00	1272-00	1348-32	1348-32
12.4	Candidate Project Manager	Hour	600-00	600-00	636-00	636-00	674-16	674-16
Additional Services								
12.5	Development Management Services	Hour	815-00	815-00	863-90	863-90	915-73	915-73
12.6	Supplementary Services Pertaining to all Stages of the Project	Hour	450-00	450-00	477-00	477-00	505-62	505-62

13. Recoverable Expenses (Disbursements) – all disciplines

Item No.	Description	Unit	VFAR 1	VFAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
			Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)	Rate (Excl. VAT)
13.1	Recoverable expenses in respect of printing and copying as specified below							
	Black and White on White Paper: Printing Size A4	No	0.40	0.40	0.40	0.40	0.40	0.40
	Black and White on coloured paper (pink yellow, blue green paper): Printing Size A4	No	0.45	0.45	0.45	0.45	0.45	0.45
	Colour printing on White Paper: Printing Size A4	No	11.00	11.00	11.00	11.00	11.00	11.00
	Colour printing on coloured paper (pink yellow, blue green paper): Printing Size A4	No	22.00	22.00	22.00	22.00	22.00	22.00
	Black and White Printing: Size A3	No	0.90	0.90	0.90	0.90	0.90	0.90
	Colour Printing: Size A3	No	14.00	14.00	14.00	14.00	14.00	14.00
	Black and White Printing: Size A2	No	26.00	26.00	26.00	26.00	26.00	26.00
	Colour Printing: Size A2	No	67.00	67.00	67.00	67.00	67.00	67.00
	Black and White Printing: Size A1	No	38.00	38.00	38.00	38.00	38.00	38.00
	Colour Printing: Size A1	No	75.00	75.00	75.00	75.00	75.00	75.00
	Black and White Printing: Size A0	No	49.00	49.00	49.00	49.00	49.00	49.00
	Colour Printing: Size A0	No	83.00	83.00	83.00	83.00	83.00	83.00
	Binding of documents: Ring Binding	No	25.00	25.00	25.00	25.00	25.00	25.00
	Binding of documents: Staple and tape binding	No	18.00	18.00	18.00	18.00	18.00	18.00
	Burning CD's with drawings and electronic BOQ's etc. for tender docs or as requested.	No	5.00	5.00	5.00	5.00	5.00	5.00
13.2	Recoverable expenses in respect of travelling	km	R3.98	Per Pricing Instruction, Item 12, rate will be adjusted from time to time				

PART 5: SCOPE OF WORK

C3.1 Scope of Work

1. INTRODUCTION

The Employer's objectives are to execute, major capital upgrades and ad hoc repairs & maintenance projects as outlined in its Asset Management Plan, as well as new developments, alterations and additions to existing properties within the Human Settlements Directorate.

The description of the project contained in the Scope of Work is merely an outline of the Contract Works and shall not limit the work to be carried out by the vendor under this Contract. Descriptions of some of the major items are given in this section and each type of work to be carried out in accordance with the Contract Documents is included in the Activity Schedule.

It is furthermore the intention of the employer to use the successful service provider (and its subconsultants), if and when required and the successful appointment under this contract does not guarantee any amount of work to be executed hereunder.

The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for Contract No **DP4182C_2018_19: PROVISION OF PROFESSIONAL SERVICES : IN UNDERTAKING VARIOUS PROJECTS BY THE DEPARTMENT OF PUBLIC HOUSING – MAINTENANCE AND UPGRADES BRANCH, AS GUIDED BY ITS ASSET MANAGEMENT PLAN**

2. BACKGROUND

The Assets & Facilities Management approved a new approach in the management of its rental assets, a Sustaining Capital programme for the refurbishment of rental units will be part of a broader asset management programme, aimed at establishing a more sustainable approach to the management of the City's rental stock.

The Assets & Facilities Management Directorate is custodian of approximately 45 000 rental units, 11 000 hostel beds, 13 Senior Citizens complexes, 13 complexes utilised as Early Childhood Development Centre's (ECDC's), 86 special lease complexes (commercial & business properties, including farms), 22 estate offices and 13 maintenance depots all requiring major upgrading, repairs & renovations, alterations and additions from time to time. These properties are located in all areas of the City of Cape Town Municipality. In addition, from time to time, new developments may be required.

3. EMPLOYER'S OBJECTIVE

The Employer's objectives are to execute, major capital upgrades and repairs & maintenance projects as outlined in its Asset Management Plan, as well as new developments, alterations and additions to existing properties within the Human Settlements Directorate for which it requires a Professional Resource Team.

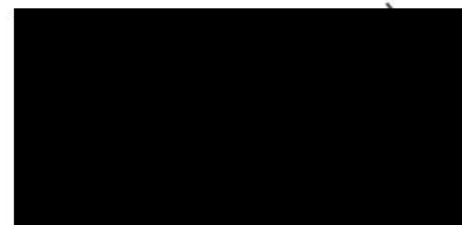
4. DESCRIPTION OF THE SERVICES REQUIRED

The Service Provider is required to provide the following services:

4.1 Engineering Services Civil, Structural, Electrical and Mechanical)

4.1.1 Planning, Studies, Investigations and Assessments

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



For pricing purposes, the basic fee tendered (item No. 1.1, 2.1, 3.1 & 4.1 in Part C2.2 Activity Schedule) shall include for all costs in respect of Planning, Studies, Investigations and Assessments as well as the Normal Services described below.

4.1.2 Normal Services

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

4.1.3 Additional Services

- (a) The provision of additional services pertaining to all stages of the project as described below and amplified upon in the project brief.
 - (i) Additional services anticipated in Clause 3.3.1 of Board Notice 138 of 2015: Guideline for Services and Process for Estimating Fees of Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the vendor by the employer. .
- (b) The provision of construction monitoring service as described in Clause 3.3.2 of Board Notice 138 of 2015: Guideline for Services and Process for Estimating Fees of Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the project brief below, will be conducted based on the rates tendered and upon the acceptance of a quotation for such services received from the vendor by the employer.
- (c) Acting as Lead Consulting Engineer as described in Clause 3.3.5 of Board Notice 138 of 2015: Guideline for Services and Process for Estimating Fees of Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the project brief below, which will be conducted based on the percentage rate tendered.

4.2 Quantity Surveying Services

4.2.1 Normal Services (Basic Fee)

The provision of all services described in Clauses 2 of Board Notice 170 of 2015: Guideline Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the project brief below.

Please note that all relevant appropriate percentages that may become applicable in terms of Clauses 2 of Board Notice 170 of 2015: Guideline Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the project brief below, will be applicable.

4.2.2 Additional Services

- (a) The provision of additional services pertaining to all stages of the project as described below and amplified upon in the project brief.
 - (i) Additional services not included in Clause 2 of Board Notice 170 of 2015: Guideline Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the vendor by the employer.
- (b) Acting as Principal Agent as described in Clause 10.27 of Board Notice 170 of 2015: Guideline Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended

or amplified upon in the project brief below, which will be conducted based on the percentage rate tendered.

- (c) Acting as Principal Agent as described in Clause 10.29 of Board Notice 170 of 2015: Guideline Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the project brief below, which will be conducted based on the percentage rate tendered.
- (d) Acting as Principal Agent as described in Clause 10.33 of Board Notice 170 of 2015: Guideline Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the project brief below, which will be conducted based on the percentage rate tendered.

4.3 Architectural Services

4.3.1 Normal Services

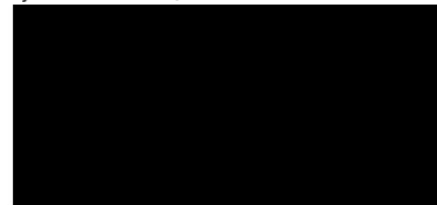
The provision of all services described in Clauses 1.1 of Board Notice 122 of 2015: Annual Update Guideline Tariff of Professional Fees as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the project brief below.

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

Please note that all relevant appropriate percentages that may become applicable in terms of Clauses 1.3.7 to 1.3.14 of Board Notice 122 of 2015: Annual Update Guideline Tariff of Professional Fees as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the project brief below, will be applicable.

4.3.2 Additional Services

- (a) The provision of additional services pertaining to all stages of the project as described below and amplified upon in the project brief.
 - (i) Additional services anticipated in Clause 1.2.1 of Board Notice 122 of 2015: Annual Update Guideline Tariff of Professional Fees as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the vendor by the employer.
- (b) Acting as Principal Agent as described in Clause 1.6 of Board Notice 122 of 2015: Annual Update Guideline Tariff of Professional Fees as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the project brief below, which will be conducted based on the percentage rate tendered.
- (c) Acting as Principal Consultant as described in Clause 1.6 of Board Notice 122 of 2015: Annual Update Guideline Tariff of Professional Fees as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the project brief below, which will be conducted based on the percentage rate tendered.
- (d) The provision of special inspections (Clerk of Works service) as described in Clause 1.2.1.2 of Board Notice 122 of 2015: Annual Update Guideline Tariff of Professional Fees as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the project brief below, which



will be conducted based on the rates tendered and upon the acceptance of a quotation for such services received from the vendor by the employer.

4.4 Occupational Health and Safety Agency Services

4.4.1 Normal Services

The provision of all services described in Clause 2 of the Registration Rules for Construction Health and Safety Agents in terms of section 18 (1) (c) of the Project and Construction Management Professions Act, 2000 (Act no. 48 of 2000).

Please note that all relevant appropriate percentages that may become applicable in terms of Clause 2 of the Registration Rules for Construction Health and Safety Agents in terms of section 18 (1) (c) of the Project and Construction Management Professions Act, 2000 (Act no. 48 of 2000), as amended or amplified upon in the project brief below, will be applicable.

4.4.2 Additional Services

- (a) The provision of additional services pertaining to all stages of the project as described below and amplified upon in the project brief.
 - (i) Additional services will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the vendor by the employer.

4.5 Environmental Assessment Practitioner Services

4.5.1 Normal Services

The provision of all services described in the project brief below.

4.5.2 Additional Services

- (a) The provision of additional services pertaining to all stages of the project as described below and amplified upon in the project brief.
 - (i) Additional services will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the vendor by the employer.

4.6 Town Planning Services

4.6.1 Normal Services

The provision of all services described in the project brief below if and when required by the Client.

4.6.2 Additional Services

- (a) The provision of additional services if and when required by the Client.
 - (i) Additional services will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the vendor by the employer.

4.7 Land Surveying Services

4.7.1 Normal Services

The provision of all services described in the project brief below.

4.7.2 Additional Services



- (a) The provision of additional services pertaining to all stages of the project as described below and amplified upon in the project brief.
- (i) Additional services will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the vendor by the employer

4.8 Specialist Security Services

The provision of all services described in the project brief below

4.9 Project Management Services

4.9.1 Standard Services

The provision of all services described in Clauses 1.0 to 6.0 (inclusive) of Board Notice 202 of 2011: Guidelines Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions, Act 48 of 2000, published in Government Gazette No. 34858, 23 December 2011, as amended or amplified upon in the brief below.

4.9.2 Additional Services

- (a) The provision of Develop Management Services as described in Clause 4 (1) of Board Notice

202 of 2011: Guidelines Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of Project and Construction Management Professions, Act 48 of 2000, published in Government Gazette No. 34858, 23 December 2011, as amended or amplified upon in the project brief below.

- (b) The provision of Supplementary Services Pertaining to all Stages of the Project as described in

Clause 4 (2) of Board Notice 202 of 2011: Guidelines Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of Project and Construction Management Professions, Act 48 of 2000, published in Government Gazette No. 42697, 13 September 2019, as amended or amplified upon in the project brief below.

5. EXTENT OF THE SERVICES

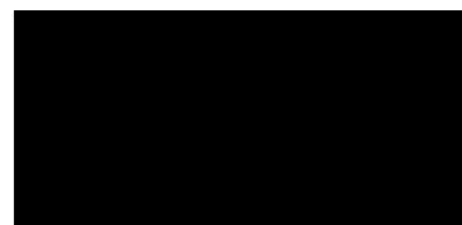
The works envisaged to be performed resulting from this tender would predominantly be related to the Public Housing's Asset Management Plan, comprising inter alia an asset register listing facilities ranging from Housing rental units, offices, depots, commercial facilities, Early Childhood Development Centres, Senior Citizen Complexes and the like etc. It is the intention of the Employer to utilise the professional service providers for all projects related to buildings or site services on even under the custodianship of the Asset & Facilities Management Directorate. Projects envisaged could be new builds (greenfield projects) or additions and alterations to existing buildings or complexes (brownfield projects). The team appointed under this contract could also be required to assess buildings in order to compile maintenance assessment reports and budgets, feasibility studies, Town planning work eg. rezoning & subdivisions, land surveying work and other specialist work like Asset Management consulting.

The work that is to be carried out under the contract is as provided for in the Activity Schedule. However, if during the course of the project circumstances are found to differ from those anticipated, the Employer reserves the right to modify the scope of the work to suit the prevailing circumstances.

Task or Work Orders will be raised for each project undertaken by the Employer. Such Task or Work Orders will be based on the Activity Schedule, an estimated construction cost or time based quotation submitted by the vendor and accepted by the Employer. Final fees payable will however be adjusted according to final construction costs for work done under normal services.

The calculation of project values, value for fee purposes or cost of works will be in accordance with the respective guidelines or tariffs of fees.

Other additional services are envisaged and will be priced and paid for in accordance with the Activity Schedule and all other conditions of this tender.



The Employer may not require a full team on each project and thus reserves the right to appoint team members individually and for whichever specific service is required.

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

6. USE OF REASONABLE SKILL AND CARE

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, coordination, programming of design and financial control of all works included in the services.

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, 1993 (Act No 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'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/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).

The Service Provider's attention is drawn to the fact that the vast majority of projects will be performed on buildings that will be occupied during such project. Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to the occupants.

One of the potential challenges of any project is the involvement of the community in the project. The residents of the buildings will not be removed during construction. The main contractor will be required to appoint a Community Liaison Officer but the principal agent or lead consultant will be required to manage the main contractor in this regard.

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

7. DESCRIPTION OF THE SERVICES REQUIRED

The Employer's objectives are to execute, major capital upgrades and repairs & maintenance projects as outlined in its Asset Management Plan, as well as new developments, alterations and additions from time to time on some the properties under its custodianship. These properties are located in all areas of the City of Cape Town Municipality. In order to design, procure and manage these projects the Employer requires a Professional Resource Team.

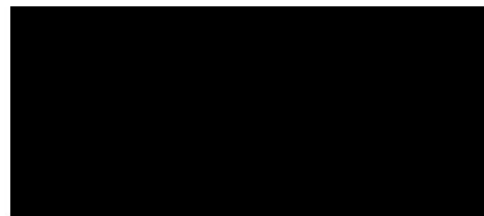
All services would be performed in complete compliance with the respective guidelines or tariffs of fees.

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.

The Service Provider is required to provide the following services:

7.1 Engineering Services (Civil, Structural, Electrical and Mechanical)

Electrical Engineering Services for the purposes of this tender is to include:



- (i) All services related to electrical engineering internal and external of the building.
- (ii) All services related to fire detection and protection
- (iii) All services related to electronic installations (data, telephone, alarm, CCTV, access control etc.
- (iv) All services related to renewal energy as applied to buildings.

Mechanical Engineering Services for the purposes of this tender is to include:

- (i) All services related to air conditioning, ventilation, extraction systems, etc.
- (ii) All services related to fire protection, smoke extraction, etc.
- (iii) All services related to plumbing and drainage design internally in buildings (iv) All services related to lifts, escalators, etc.

Civil Engineering Services for the purposes of this tender is to include:

- (i) All services related to civil services and installation external of the building

Structural Engineering Services for the purposes of this tender is to include:

- (i) All services related to structural elements of the building or any related external works or structures.

7.1.1 Planning, Studies, Investigations and Assessments

The cost of Planning, Studies, Investigations and Assessments shall be remunerated on a time and cost basis. The vendor must submit a quotation for the service to the employer based on the rates in the Activity Schedule. An order will be raised upon acceptance of any quotation by the Employer.

Deliverables required include, but are not limited, to:

- (i) Collation of information.
- (ii) Reports of technical and financial feasibility and related implications.
- (iii) List of consents and approvals.
- (iv) Schedule of required surveys, tests, analyses, site and other investigations

Public and stakeholder participation will be an important part of this phase of the project, and the Service Provider shall ensure that key personnel are available to attend community and stakeholder meetings as necessary

7.1.2 Normal Services

Normal services are described in Clauses 3.2.1 to 3.2.6 (inclusive) of the aforementioned Guideline.

Remuneration for such services will be made in accordance with the basic fee for normal services (item No. 1.1 in Part C2.2 Activity Schedule).

The following normal services and associated deliverables are required for this project:

7.1.2.1 Stage 1 – Inception

The Service Provider shall provide those services and deliverables as indicated in the tables below, as are necessary to establish the Employer's requirements and preferences, assess user needs and options and confirm the project brief moving forward.

Ongoing public and stakeholder participation will be required during this stage of the project and that it is deemed to be included in the rates tendered.

Service	Required
Assist in developing a clear project brief for construction	YES
Attend project initiation meetings	YES
Advise on the rights, constraints, consents and approvals	YES
Define the construction services and scope of work required	YES
Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of Department and services	YES
Determine the availability of data, drawings and plans relating to the project.	YES

Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.	YES
Facilitate a schedule of the required consents and approvals	YES
Provide necessary information within the agreed scope of the project to other consultants involved.	YES
Prepare, co-ordinate and monitor a project initiation programme.	YES
Facilitate client approval of all Stage 1 documentation	

Deliverable	Required
Project brief	
Report on project, site and functional requirements	YES
Schedule of required surveys, tests, analyses, site and other investigations.	YES
Schedule of consents and approvals and related lead times.	YES
Records of all meetings	YES
Approval by the client to proceed to Stage 2	YES

7.1.2.2 Stage 2 – Concept and Viability

In addition to the services as detailed in the guideline scope of services, vendors must be aware that public and stakeholder participation will be required during this stage of the project and that it is deemed to be included in the rates tendered.

Further consultation with public and stakeholder groups will be required at this stage of the project and that it is deemed to be included in the rates tendered.

Service	Required
Agree documentation programme with principal consultant and other consultants involved.	YES
Communicate the project brief to the other consultants and monitor the development of the concept and viability	YES
Attend design and consultants' meetings	YES
Establish the concept design criteria	YES
Agree format and procedures for cost control and reporting by the other consultants	NO
Prepare initial concept design and related documentation	YES
Advise the client regarding further surveys, analyses, tests and investigations which may be required	YES
Establish regulatory authorities' requirements and incorporate into the design.	YES
Refine and assess the concept design to ensure conformance with all regulatory requirements and consents	YES
Establish access, utilities, services and connections required for the design.	YES
Coordinate design interfaces with other consultants involved.	YES
Prepare preliminary process designs; preliminary designs, and related documentation for approval by authorities and client and suitable for costing	YES
Manage and integrate the concept and viability documentation for presentation to the client for approval.	YES
Provide cost estimates and comment on life cycle costs as required	YES
Prepare a documentation programme and indicative construction programme	YES
Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.	YES
Facilitate approval of the concept and viability by the client	YES
Facilitate approval of the concept and viability by statutory authorities	YES

Deliverable	Required
Concept design	YES
Schedule of required surveys, tests and other investigations and related reports	YES
Process design	NO
Preliminary design	YES
Cost estimates as required	YES

Indicative documentation programme and construction programme	YES
Records of all meetings	YES
Approval by the client to proceed to Stage 3	YES

7.1.2.3 Stage 3 – Design Development

In addition to the services as detailed in the guideline scope of services, vendors must be aware that public and stakeholder participation will be required during this stage of the project and that it is deemed to be included in the rates tendered.

Deliverables required include, but are not limited, to:

Service	Required
Prepare, co-ordinate, agree and monitor a detailed design and documentation programme	YES
Review documentation programme with principal consultant and other consultants involved	YES
Attend design, consultants' and management meetings	YES
Incorporate client's and authorities' detailed requirements into the design	YES
Incorporate other consultants' designs and requirements into the design.	YES
Incorporate health and safety and environmental requirements into the design.	
Prepare design development drawings including draft technical details and specifications.	YES
Review and evaluate design and outline specification and exercise cost control.	YES
Prepare detailed estimates of construction cost	YES
Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved	YES
Submit the necessary design documentation to local and other authorities for approval	YES
Facilitate client approval of all Stage 3 documentation	YES

Deliverable	Required
Design development drawings	YES
Outline specifications	YES
Local and other authority submission drawings and reports	YES
Documentation programme	YES
Record of all meetings	YES
Detailed estimates of construction costs	YES
Approval by the client to proceed to Stage 4	YES

7.1.2.4 Stage 4 – Documentation and Procurement

The Service Provider shall provide those services and deliverables as indicated in the tables below for the preparation of working drawings, details, schedules and specifications, preparation of procurement documentation under direction from the Employer's Bid Specification Committee, advertising of tenders, and the assistance with evaluation of technical elements of tenders received under direction from the Employer's Bid Evaluation Committee. The service Provider shall confirm the Employer's procurement (Supply Chain Management) policies and procedures prior to the preparation of any procurement documentation.

A set of draft plans/drawings shall be submitted to both the Employer and the rail 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 form part of the normal services to be provided by the Service Provider.

The construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) format and shall be based on the City of Cape Town's latest example CIDB document for Civil Contracts (SCM 509), which is based on the SAICE General Conditions of Contract for Construction Works, 3rd Edition, 2015. This document will be issued to the Service Provider by the

Employer. The Service Provider shall liaise with the Employer's Bid Specification Committee 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 rail authority and Water Services 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 7.2.1.3 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.

The Service Provider's attention is drawn to the fact that Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content. Regulation 8(1) prescribes that in the case of designated sectors, where in the award of tenders where local production and content is of critical importance, such tenders must be advertised with the specific condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content, will be considered.

It is furthermore noted that the creation of employment within the communities adjacent to the site of the proposed bridge 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 7.1.3 below.

The Service Provider shall attend Bid Specification Committee meetings 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 meetings taking place.

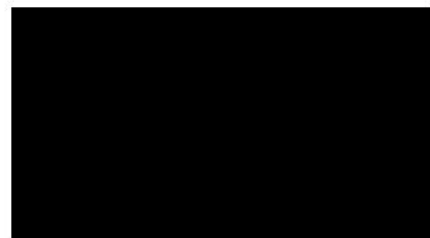
Once the contract document has been finalised, the Service Provider shall supply the Employer with an electronic copy of the document.

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

The Service Provider shall, during the tender period, attend a tender clarification meeting, and respond to all queries received during this period via the Employer. The Service Provider may not communicate directly with bidders without the knowledge and approval of the Employer.

Once tenders close, the Service Provider shall assist with evaluation of the technical aspects of 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.



Should the Service Provider be assigned a project, other than a construction project, that is to include the employment of a Community Liaison Officer, that the remuneration of such CLO's are deemed to be included in the rates tendered.

Service	Required
Attend design and consultants' meetings	YES
Attend bid specification and evaluation meetings with the employer	YES
Prepare specifications and preambles for the works	YES
Accommodate services design	YES
Check cost estimates and adjust designs and documents if necessary to remain within budget.	YES
Prepare documentation for contractor procurement on approved templates	YES
Review designs, drawings and schedules for compliance with approved budget	YES
Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required	YES
Assist with the evaluation of tenders	YES
Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others	YES
Assess samples and products for compliance and design intent	YES
Facilitate client approval of all Stage 4 documentation	YES

Deliverable	Required
Specifications	YES
Services co-ordination	YES
Working drawings, schedules and details	YES
Estimate of construction cost based on final designs and tender documents	YES
Tender documentation	YES
Reports on technical and financial aspects of tenders	YES
Contract documentation	YES
Records of all meetings other than bid specification and evaluation meetings	YES
Approval by the client to proceed to Stage 5	YES

7.1.2.5 Stage 5 – Contract Administration and Inspection

The Service Provider shall provide those services and deliverables as indicated in the tables below 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 (if applicable).

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.

In addition to the services as detailed in the guideline scope of services, vendors must be aware that targeted procurement, EPWP programmes, inclusion of local labour and enterprises targets, labour returns, etc. must be monitored, managed and administered and that it is deemed to be included in the rates tendered.

The Service Provider must take note of the circumstances that requires specific approval of the Employer before executing any of his functions or duties as listed in the Contract Data of this contract and ensure that these are included into the construction contract.

Service	Required
Attend site handover	YES
Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.	YES
Carry out contract administration procedures in terms of the contract	YES
Prepare, track, revise and update schedules of predicted cash flow	YES

Prepare pro-active estimates of proposed variations for client decision making	YES
Attend regular site, technical and progress meetings	YES
Monitor, review and approve the preparation of the construction programme by the contractor.	YES
Regularly monitor performance of the contractor against the construction programme	YES
Review the Contractor's quality control programme, advise and agree a quality assurance plan and monitor implementation thereof	YES
Inspect the works for quality and conformity to contract documentation. A determination would be made at the outset of a project as to the category of construction monitoring required as well as the time required	YES
Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.	YES
Adjudicate and advise employer on financial claims by contractor(s)	YES
Assist in the resolution of contractual claims by the contractor.	YES
Establish and maintain a financial control system	YES
Clarify details and descriptions during construction as required	YES
Prepare valuations for payment certificates to be issued by the employer's agent	YES
Issue payment certificates (if acting as employer's agent)	YES
Instruct, witness and review all tests and mock ups carried out both on and off site	YES
Check and approve contractor drawings for design intent	YES
Update and issue drawings register	YES
Issue contract instructions as and when required	YES
Review and comment on operation and maintenance manuals, guarantee certificates and warranties	YES
Inspect the works and issue practical completion and defects lists	YES
Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals	YES

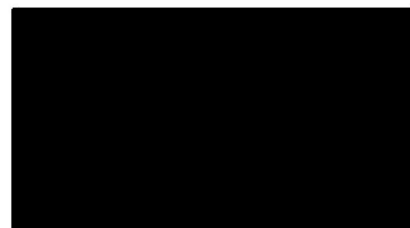
Deliverable	Required
Schedules of predicted cash flow	YES
Construction documentation	YES
Drawings register	YES
Estimates for proposed variations	YES
Contract instructions	YES
Financial control reports	YES
Valuations for payment certificates	YES
Payment certificates	YES
Progressive and draft final account(s)	YES
Practical completion and defects list	YES
All statutory certification and certificates of compliance as required by the Local and other Statutory Authorities	YES
Record of all meetings (meeting minutes etc.)	YES

7.1.2.6 Stage 6 – Close Out

The Service Provider shall provide those services and deliverables as indicated in the tables below to complete the project close-out

As-built plans/drawings shall be submitted to the Employer in electronic format (dwg plus ctb table) as well as one complete set of paper prints. All As-Built drawing Xrefs must be bound.

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.



Service	Required
Inspect and verify the rectification of defects	YES
Receive, comment and approve relevant payment valuations and completion certificates	YES
Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties.	YES
Prepare as-built drawings and documentation	YES
Conclude the final accounts where relevant	YES

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

7.1.3 Additional Services

Time based additional services

Any additional services anticipated in Clause 3.3.1 of Board Notice 138 of 2015: Guideline for Services and Process for Estimating Fees of Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the vendor by the employer.

Act as Principal consultant

If requested to do so by the Employer, the Service Provider shall assume leadership of the professional team and be responsible for the overall administration, co-ordination, programming of design and financial control of all works included in the services.

As per 3.3.6 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act no.36 of 2000), to perform the following duties over and above Normal Services, including, but not limited to the following :

Stage 1: Inception Services

Typical Deliverables:

- Confirm Project brief with Client
- Agreed scope of work
- Agreed Consultant services required for project and set up Project Management Team (PMT)
- Confirm Project procurement package
- Signed agreements
- Integrated schedule of consents and approvals
- Project initiation programme
- Records of all meetings

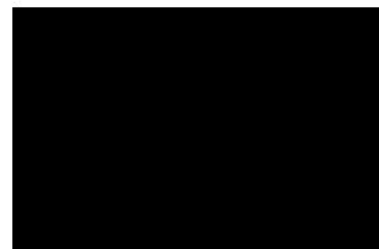
Stage 2: Concept and Viability Services

Typical Deliverables:

- Typical deliverables
- Signed consultant/client agreements
- Indicative documentation programme and construction programme
- Conduct Meetings if and when required by the Client and/or the PMT
- Record all meetings
- Approval by the client to proceed to Stage 3

Stage 3: Design Development Services

Typical Deliverables:



- Additional signed client/consultant agreements
- Documentation programme
- Conduct Meetings if and when required by the Client and/or the PMT
- Record of all meetings
- Approval by the client to proceed to Stage 4

Stage 4: Documentation and Procurement Services

Typical Deliverables:

- Procurement programme
- Tender/contract conditions
- Conduct all meetings if and when required by the Client and/or the PMT
- Records of all meetings
- Obtain approval by the client of tender recommendation(s)
- Contract documentation for signature

Stage 5: Contract Administration Services

Typical Deliverables

- Conduct Signing of the Contract and subsequently ensuring that all relevant parties receive copies of the signed contract.
- Approved construction programme
- Ensure the submission of the contractor's compulsory Construction documentation
- Contract Management oversight
- Compiling and Submission of Monthly Payment certificates (Payment Certificate to be received by the Client by the first day of every month of the construction period) ➤ Progress reports (monthly submission) ➤ Conduct Monthly Site Meetings.
- Conduct bi-weekly Technical Meetings, if and when required by the Client
- Record of meetings
- Certificate(s) of practical completion and defects lists

Stage 6: Close Out Services

Typical Deliverables :

- Completion certificates
- Compile and Submit Final Account
- Compilation and record of all As-Builts, Warranties and Manuals
- Record of necessary meetings
- Project close-out report

The Principal Consultant will also be responsible for the compilation and submission of the monthly Professional Services Payment Certificate to the Client.

The Principal Consultant is will also be responsible for the drafting of and management of the Professional Services Timeline, and will amend the timeline from time to time, if and when required to do so by the Client.

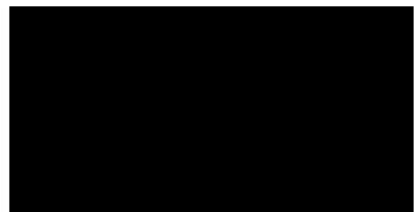
Act as Principal Agent (Stages 3 – 6)

If requested to do so by the Employer, the Service Provider shall assume leadership of the professional team and be responsible for the overall administration, co-ordination, programming of design and financial control of all works included in the services.

As per 3.3.8 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act no.36 of 2000), to perform the following duties over and above Normal Services, including, but not limited to the following :

Stage 3: Design Development Services

Typical Deliverables :



- Detailed design and documentation programme

Stage 4: Documentation and Procurement Services

Typical Deliverables :

- Procurement programme
- Tender/contract conditions
- Conduct all meetings if and when required by the Client and/or the PMT
- Records of all meetings
- Obtain approval by the client of tender recommendation(s)
- Contract documentation for signature

Stage 5: Contract Administration Services

Typical Deliverables

- Conduct Signing of the Contract
- Approved construction programme
- Ensure the submission of the contractor's compulsory Construction documentation
- Contract Management oversight
- Compiling and Submission of Monthly Payment certificates (Payment Certificate to be received by the Client by the first day of every month of the construction period)
- Progress reports (monthly submission)
- Conduct Monthly Site Meetings
- Conduct bi-weekly Technical Meetings, if and when required by the Client
- Record of meetings
- Certificate(s) of practical completion and defects lists

Stage 6: Close Out Services

Typical Deliverables :

- Completion certificates
- Compiling and Submission of Final Account
- Compilation and record of all As-builts, Warranties & Manuals
- Record of necessary meetings
- Project close-out report

The Principal Agent will also be responsible for the compilation and submission of the monthly Professional Services Payment Certificate to the Client.

The Principal Agent is will also be responsible for the drafting of and management of the Professional Services Timeline, and will amend the timeline from time to time, if and when required to do so by the Client

Any other Ad hoc requirements required if and when necessary:

Clerk of Work Services (Civils)

The Clerk of Works will be responsible for the following :

- Perform duties and responsibilities as assigned by the Civil Engineer
- Regular Monitoring of the works (indicated by Client to either be full time or part time), so as to ensure that the minimum specifications and standards are being maintained.
- If and when required, ensure that all testing is carried out and approved
- To facilitate the Project Leader in ensuring that the Contractor is compliant in terms of EPWP
- To facilitate the Project Leader (Principal Consultant or Principal Agent) in ensuring that the Contractor is compliant regarding Local Labour and Local Sub Contractor obligations
- To facilitate and assist the Project Leader (Principal Consultant or Principal Agent) in compiling the monthly progress report regarding, but not limited to the following items – Progress

(in terms of the timeline), Monthly Cash flow (in terms of budget spent), Targets (in terms of Local Labour and Targeted Enterprises) and overall quality of works.

Clerk of Work Services (Building)

The Clerk of Works will be responsible for the following :

- Perform duties and responsibilities as assigned by the Civil Engineer
- Regular Monitoring of the works (indicated by Client to either be full time or part time), so as to ensure that the minimum specifications and standards are being maintained.
- If and when required, ensure that all testing is carried out and approved
- To facilitate the Project Leader in ensuring that the Contractor is compliant in terms of EPWP
- To facilitate the Project Leader (Principal Consultant or Principal Agent) in ensuring that the Contractor is compliant regarding Local Labour and Local Sub Contractor obligations
- To facilitate and assist the Project Leader (Principal Consultant or Principal Agent) in compiling the monthly progress report regarding, but not limited to the following items – Progress (in terms of the timeline), Monthly Cash flow (in terms of budget spent), Targets (in terms of Local Labour and Targeted Enterprises) and overall quality of works.

GIS Specialist

The GIS Specialist will be responsible for the following :

- Provide any GIS support and fulfil any GIS requirement that is identified by any project or process as indicated by the Employer.

Asset Management Specialist

The Asset Management Specialist will assist the Employer if and when required in relation to any investigations, studies, audits or projects related to the Employer's Rental Stock Assets.

Fire Services Specialist

The Fire Services Specialist will assist the Employer if and when required in relation to any investigations, studies, audits or projects related to the Employer's Rental Stock Assets

7.1.3.1 Service Enquiries/Wayleave Applications

The Service Provider shall be responsible for all initial service enquiries/wayleave applications from the rail authority and various other service authorities, the requirements of whom shall be carried through into the designs and tender documentation as necessary.

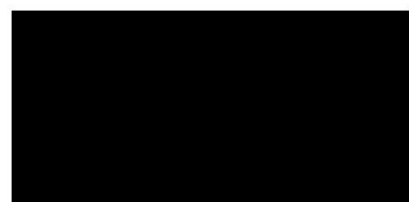
7.1.3.2 Preferential Procurement and Targeted Participation

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).

7.1.3.3 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, coordination, programming of design and financial control of all works included in the services.



7.1.3.4 Construction Monitoring

Construction monitoring is considered to be a vitally important part of this project, requiring the full time input of an experienced individual (the Engineer's Representative) on site. For this reason a determination would be made at the outset of a project as to the category of construction monitoring required as well as the time required..

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. Construction monitoring staff will be paid over the year end break, if applicable. As far as the individual(s) proposed are concerned, the Engineer's Representative shall be a qualified Engineer/Technologist/Technician with at least five years verifiable post graduate experience in construction monitoring, including a minimum of at least two contracts which have involved alterations, additions and renovations.

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

7.2 Quantity Surveying Services

7.2.1 Normal Services

Stage 1 – Inception

In addition to the services as detailed in the guideline scope of services, vendors must be aware that public and stakeholder participation will be required during this stage of the project and that it is deemed to be included in the rates tendered.

Deliverables required include, but are not limited, to:

- (i) Agreed scope of work and services
- (ii) Signed agreement
- (iii) Report on requirements expected from design consultants

Stage 2 - Concept and Viability (Preliminary Design)

In addition to the services as detailed in the guideline scope of services, vendors must be aware that public and stakeholder participation will be required during this stage of the project and that it is deemed to be included in the rates tendered.

Deliverables required include, but are not limited, to:

- (i) Preliminary estimates
- (ii) Elemental estimates
- (iii) Viability studies (iv) Space allocation audits

Stage 3 - Design Development (Detail Design)

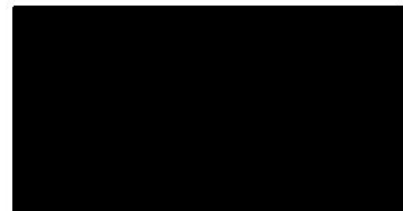
In addition to the services as detailed in the guideline scope of services, vendors must be aware that public and stakeholder participation will be required during this stage of the project and that it is deemed to be included in the rates tendered.

Deliverables required include, but are not limited, to:

- (i) Detailed estimates of construction costs
- (ii) Viability studies
- (iii) Area schedule

Stage 4 – Documentation and Procurement

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 examples CIDB.



The service Provider shall confirm the Employer's procurement (Supply Chain Management) policies and procedures prior to the preparation of any procurement documentation.

The Service Provider should note that it is the Employer's preference that all payment items be measured out in the Bills of Quantities / Schedule of rates, as opposed to the use of provisional sums or prime cost items. Should provisional sums or prime cost items of greater value than R200 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 Service Provider. This will include the preparation of a tender document, advertising and receiving tenders, and evaluating same on behalf of the Service Provider, at no extra cost to the Employer.

The Service Provider's attention is drawn to the fact that Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content. Regulation 9(1) prescribes that in the case of designated sectors, where in the award of tenders where local production and content is of critical importance, such tenders must be advertised with the specific condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content, will be considered.

It is furthermore noted that the creation of employment within the communities adjacent to the site 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.

Specifications shall include, inter alia, a Health and Safety Specification, and a Construction Environmental Management Programme (refer to Clause 7.2.1.3 Environmental Officer).

The services described in the two preceding paragraphs are additional to normal services, and are provided for in Clause 7.2.2. below.

The Service Provider shall attend all Bid Specification Committee meetings prior to the finalisation of the contract (once off tender or term tender) 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 and hard copy of the document.

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

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

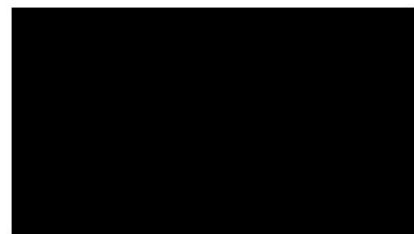
Once tenders close, the Service Provider shall evaluate (as outlined in the tender document) all valid tenders received and shall prepare a tender evaluation report (which shall include a recommendation) for consideration by the Employer's Bid Evaluation Committee (BEC). The Service Provider shall present his evaluation 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.

In addition to the services as detailed in the guideline scope of services, vendors must be aware that targeted procurement, EPWP programmes, inclusion of local labour and enterprises targets, labour returns, etc. must be included into the tender document and that it is deemed to be included in the rates tendered.

Deliverables required include, but are not limited, to:

- (i) Budget construction cost
- (ii) Tender documentation
- (iii) Tender evaluation reports
- (iv) Tender recommendations



- (v) Priced contract document

Stage 5 – Contract Administration and Inspection

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

In addition to the services as detailed in the guideline scope of services, vendors must be aware that targeted procurement, EPWP programmes, inclusion of local labour and enterprises targets, labour returns, etc. must be monitored, managed and administered and that it is deemed to be included in the rates tendered.

Deliverables required include, but are not limited, to:

- (i) Schedules of predicted cash flow
- (ii) Construction documentation
- (iii) Estimates for proposed variations
- (iv) Financial control reports
- (v) Valuations for payment certificates
- (vi) Progressive and draft final accounts

Stage 6 – Close-Out

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

Deliverables required include, but are not limited, to:

- (i) Valuations for payment certificates
- (ii) Final Accounts

7.2.2. Additional Services

Time based additional services

Additional services not included in Clause 2 of Board Notice 170 of 2015: Guideline Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the vendor by the employer.

Act as Principal Agent (Stages 3 – 6)

If requested to do so by the Employer, the Service Provider shall assume the role of Principal Agent and accordingly manage and administer the construction agreement for the execution of the project.

In terms Section 10.27 of The Guideline Tariff of Professional Fees in respect of Services rendered by persons registered in terms of the Quantity Surveying Profession Act 2000 (Act NO 49 of 2000), the Principal Agent will perform the following duties :

Act as Principal Agent (Stages 3 – 6)

If requested to do so by the Employer, the Service Provider shall assume leadership of the professional team and be responsible for the overall administration, co-ordination, programming of design and financial control of all works included in the services.

As per 3.3.8 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act no.36 of 2000), to perform the following duties over and above Normal Services, including, but not limited to the following :

Stage 3: Design Development Services



Typical Deliverables :

- Detailed design and documentation programme

Stage 4: Documentation and Procurement Services

Typical Deliverables :

- Procurement programme
- Tender/contract conditions
- Conduct all meetings if and when required by the Client and/or the PMT
- Records of all meetings
- Obtain approval by the client of tender recommendation(s)
- Contract documentation for signature

Stage 5: Contract Administration Services

Typical Deliverables

- Conduct Signing of the Contract
- Approved construction programme
- Ensure the submission of the contractor's compulsory Construction documentation
- Contract Management oversight
- Compiling and Submission of Monthly Payment certificates (Payment Certificate to be received by the Client by the first day of every month of the construction period)
- Progress reports (monthly submission)
- Conduct Monthly Site Meetings
- Conduct bi-weekly Technical Meetings, if and when required by the Client
- Record of meetings
- Certificate(s) of practical completion and defects lists

Stage 6: Close Out Services

Typical Deliverables :

- Completion certificates
- Compiling and Submission of Final Account
- Compilation and record of all As-builts, Warranties & Manuals
- Record of necessary meetings
- Project close-out report

No Services are included as per the Guideline for Stage 1 and Stage 2.

The Principal Agent will also be responsible for the compilation and submission of the monthly Professional Services Payment Certificate to the Client.

The Principal Agent is will also be responsible for the drafting of and management of the Professional Services Timeline, and will amend the timeline from time to time, if and when required to do so by the Client

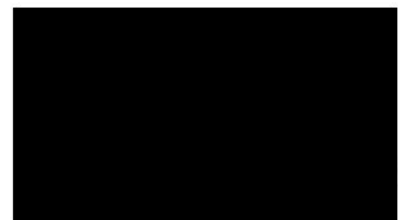
Act as Principal Consultant

If requested to do so by the Employer, the Service Provider shall assume the role of Principal Consultant and accordingly manage and administer the services of all the professional consultants.

If requested to do so by the Employer, the Service Provider shall assume leadership of the professional team and be responsible for the overall administration, co-ordination, programming of design and financial control of all works included in the services.

As per 3.3.8 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act no.36 of 2000), to perform the following duties over and above Normal Services, including, but not limited to the following:

Stage 1: Inception Services



Typical Deliverables :

- Confirm Project brief with Client
- Agreed scope of work
- Agreed Consultant services required for project and set up Project Management Team (PMT)
- Confirm Project procurement package
- Signed agreements
- Integrated schedule of consents and approvals
- Project initiation programme
- Records of all meetings

Stage 2: Concept and Viability Services

Typical Deliverables :

- Typical deliverables
- Signed consultant/client agreements
- Indicative documentation programme and construction programme
- Conduct Meetings if and when required by the Client and/or the PMT
- Record all meetings
- Approval by the client to proceed to Stage 3

Stage 3: Design Development Services

Typical Deliverables :

- Additional signed client/consultant agreements
- Documentation programme
- Conduct Meetings if and when required by the Client and/or the PMT
- Record of all meetings
- Approval by the client to proceed to Stage 4

Stage 4: Documentation and Procurement Services

Typical Deliverables :

- Procurement programme
- Tender/contract conditions
- Conduct all meetings if and when required by the Client and/or the PMT
- Records of all meetings
- Obtain approval by the client of tender recommendation(s)
- Contract documentation for signature

No Services are included as per the Guideline for Stage 5 and Stage 6.

The Principal Agent will also be responsible for the compilation and submission of the monthly Professional Services Payment Certificate to the Client.

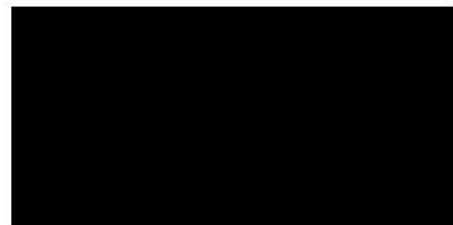
The Principal Agent is will also be responsible for the drafting of and management of the Professional Services Timeline, and will amend the timeline from time to time, if and when required to do so by the Client

Act as Project Monitor

If requested to do so by the Employer, the Service Provider shall assume the role of Project Monitor and accordingly carry out a watching brief and financially monitor the project.

7.3 Architectural Services

7.3.1 Planning, Studies, Investigations and Assessments



The cost of Planning, Studies, Investigations and Assessments shall be remunerated on a time and cost basis. The vendor must submit a quotation for the service to the employer based on the rates in the Activity Schedule. An order will be raised upon acceptance of any quotation by the Employer.

Deliverables required include, but are not limited, to:

- (i) Collation of information
- (ii) Reports of technical and financial feasibility and related implications
- (iii) List of consents and approvals
- (iv) Schedule of required surveys, tests, analyses, site and other investigations

7.3.2 Normal Services

Stage 1 – Inception

In addition to the services as detailed in the guideline scope of services, vendors must be aware that public and stakeholder participation will be required during this stage of the project and that it is deemed to be included in the rates tendered.

Deliverables required include, but are not limited, to:

- (i) Agreed scope of services
- (ii) Signed agreement
- (iii) Report on project, site and functional requirements
- (iv) Schedule of required surveys, tests, analyses, site and other investigations
- (v) Schedule of consents and approvals

Stage 2 - Concept and Viability (Preliminary Design)

In addition to the services as detailed in the guideline scope of services, vendors must be aware that public and stakeholder participation will be required during this stage of the project and that it is deemed to be included in the rates tendered.

Deliverables required include, but are not limited, to:

- (i) Concept design
- (ii) Schedule of required surveys, tests, and other investigations and related reports
- (iii) Process design
- (iv) Preliminary design
- (v) Cost estimates as required

Stage 3 - Design Development (Detail Design)

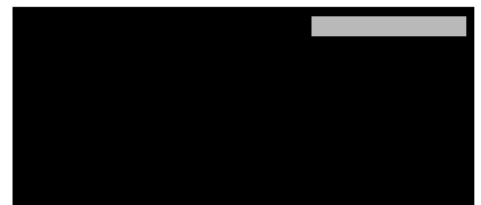
In addition to the services as detailed in the guideline scope of services, vendors must be aware that public and stakeholder participation will be required during this stage of the project and that it is deemed to be included in the rates tendered.

Deliverables required include, but are not limited, to:

- (i) Design development drawings
- (ii) Outline specifications
- (iii) Local and other authority submission drawings and reports

Stage 4 – Documentation and Procurement

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 examples CIDB. The service Provider shall confirm the Employer's procurement (Supply Chain Management) policies and procedures prior to the preparation of any procurement documentation.



The Service Provider should note that it is the Employer's preference that all payment items be measured out in the Bills of Quantities / Schedule of rates, as opposed to the use of provisional sums or prime cost items. Should provisional sums or prime cost items of greater value than R200 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 Service Provider. This will include the preparation of a tender document, advertising and receiving tenders, and evaluating same on behalf of the Service Provider, at no extra cost to the Employer.

The Service Provider's attention is drawn to the fact that Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content. Regulation 9(1) prescribes that in the case of designated sectors, where in the award of tenders where local production and content is of critical importance, such tenders must be advertised with the specific condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content, will be considered.

It is furthermore noted that the creation of employment within the communities adjacent to the site 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.

Specifications shall include, inter alia, a Health and Safety Specification, and a Construction Environmental Management Programme (refer to Clause 7.2.1.3 Environmental Officer).

The services described in the two preceding paragraphs are additional to normal services, and are provided for in Clause 7.2.1.3 below.

The Service Provider shall attend all Bid Specification Committee meetings prior to the finalisation of the contract (once off tender or term tender) 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 and hard copy of the document.

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

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

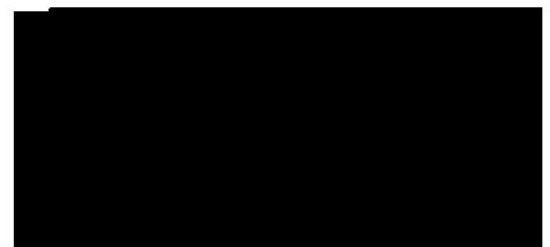
Once tenders close, the Service Provider shall evaluate (as outlined in the tender document) all valid tenders received and shall prepare a tender evaluation report (which shall include a recommendation) for consideration by the Employer's Bid Evaluation Committee (BEC). The Service Provider shall present his evaluation 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.

In addition to the services as detailed in the guideline scope of services, vendors must be aware that targeted procurement, EPWP programmes, inclusion of local labour and enterprises targets, labour returns, etc. must be included into the tender document and that it is deemed to be included in the rates tendered.

Deliverables required include, but are not limited, to:

- (i) Specifications
- (ii) Services co-ordination
- (iii) Working drawings
- (iv) Tender documentation
- (v) Tender evaluation reports
- (vi) Tender recommendations
- (vii) Priced contract document



- (viii) Local and other authority approvals

Stage 5 – Contract Administration and Inspection

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

In addition to the services as detailed in the guideline scope of services, vendors must be aware that targeted procurement, EPWP programmes, inclusion of local labour and enterprises targets, labour returns, etc. must be monitored, managed and administered and that it is deemed to be included in the rates tendered.

Deliverables required include, but are not limited, to:

- (i) Construction documentation
- (ii) Drawing registers
- (iii) Contract instructions
- (iv) Payment certificates
- (v) Completion inspections and defects lists
- (vi) Compliance certificates

Stage 6 – Close-Out

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

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

Deliverables required include, but are not limited, to:

- (i) Payment certificates
- (ii) Final completion inspections and defects lists
- (iii) Operations and maintenance manuals, guarantees and warranties
- (iv) As-built drawings and documentation

7.3.3 Additional Services

Time based additional services

Additional services anticipated in Clause 1.2.1 of Board Notice 122 of 2015: Annual Update Guideline Tarrif of Professional Fees as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the vendor by the employer.

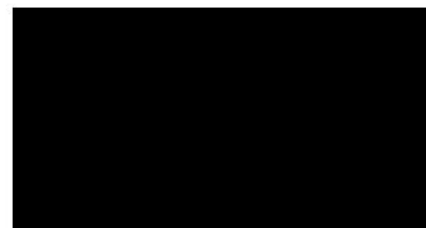
Act as Principal Agent

If requested to do so by the Employer, the Service Provider shall assume the role of Principal Agent and accordingly manage and administer the construction agreement for the execution of the project.

Act as Principal Consultant

If requested to do so by the Employer, the Service Provider shall assume the role of Principal Consultant and accordingly manage and administer the services of all the professional consultants.

Construction Monitoring



Construction monitoring is considered to be a vitally important part of all projects. For this reason a determination would be made at the outset of a project as to the category of construction monitoring required as well as the time required.

The Service Provider shall submit a fully motivated proposal for such construction monitoring to the Employer for approval, based upon the rates tendered in the Schedule.

The proposal shall name the individual(s) proposed, provide details of their experience, the anticipated duration of their involvement and the 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.

As far as the individual(s) proposed are concerned, the Engineer's Representative shall be a qualified Engineer/Technologist/Technician with at least five years verifiable post graduate experience in construction monitoring, including a minimum of at least two contracts which have involved alterations, additions and renovations.

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

7.4 Occupational Health & Safety Agency Services

7.4.1 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.

If the Service Provider considers it necessary to employ the services of a safety specialist in order to execute the abovementioned duties, the cost thereof must be included in the fee tendered for this aspect of the project.

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.

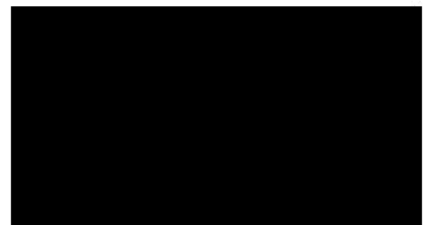
The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations, 2014, ensure that any subconsultants/sub-contractors employed by the Service Provider also comply with the requirements of the Act and 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).

7.4.2 Standard Services

Stage 1: Project initiation and Briefing

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

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



- Provide the necessary information within the agreed scope of the construction project to the other consultants.
- Define the Construction Health and Safety Agent scope of work and services.

Deliverables:

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

Stage 2: Concept and Feasibility

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

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

Deliverables:

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

Stage 3: Design Development

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

- Review the documentation programme.
- Attend design and consultants meetings.
- Finalise the construction project health and safety risk profile.
- Advise designers of their health and safety legal liabilities and responsibilities.
- Manage, co-ordinate, integrate and record the design risk management process with the other consultants.

- Monitor the integration of health and safety aspects for constructability, maintainability and operationability of the structure during design process and finalise the construction project baseline risk assessment.
- Identify and implement precautions necessary for construction project health and safety control and update the construction project tender health and safety specifications.
- Agree on a format for the health and safety file.
- Assess and approve necessary construction project health and safety plans for early works.
- Monitor the implementation of necessary construction health and safety plans, including periodic audits for early works.
- Assist the cost consultant with detailed information for initial construction project health and safety cost estimates/budgets
- Liaise, co-operate and provide necessary construction project health and safety information to the client, consultant and others.

Deliverables:

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

Stage 4: Tender Documentation and Procurement

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

The services that will be required include the following:

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

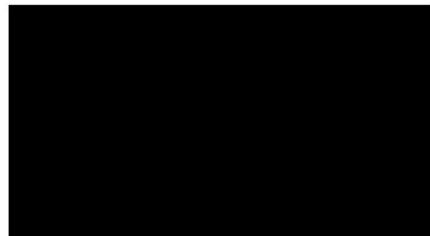
Deliverables:

- Final construction project tender health and safety specifications.
- Records of construction project health and safety procurement process.
- Construction project health and safety tender evaluation and records.
- Design risk management records.
- Record of construction project health and safety risk communication.
- Construction project health and safety documentation for authorities. - Evaluation schedule of samples /mock-ups and products.

Stage 5: Construction Documentation and Management

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

The services that will be required include the following:



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

Deliverables:

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

Stage 6: Project Close-Out

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

The services that will be required include the following:

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

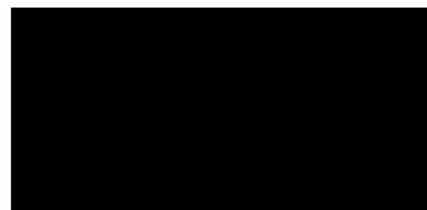
Deliverables:

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

7.4.2. Additional Services

Appointment as Asbestos Approved Inspection Authority (AAIA).

- Monitor and oversee the activities of the RAC to ensure compliance with the Asbestos Regulations of the OHS Act, 1995, as amended, and the approved asbestos work plan
- Conduct asbestos air monitoring, conduct/arrange for associated laboratory tests and submit test results and reports all according to the following schedule:



The reports shall include for remedial work/action to be taken by the RAC, where applicable, and the AAIA shall brief of the RAC accordingly.

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

- Conduct a final inspection at the conclusion of the work and issue a site clearance certificate and job completion report certifying that all asbestos waste has been safely and correctly disposed of in full compliance with the Asbestos Regulations of the OHS Act, 1995, as amended.

7.5 Environmental Assessment Practitioner Services

7.5.1 Act as the Employer's agent

The City of Cape Town, in supporting best construction practice, including minimising environmental damage during construction, requires that each of its construction contracts included an Environmental Management Programme (EMP). The Service Provider shall be required to manage the implementation of the EMP throughout the duration of the project. The requirements are as set out in the Standard Services below.

If the Service Provider considers it necessary to employ the services of an environmental specialist in order to execute the abovementioned duties, the cost thereof must be included in the fee tendered for this aspect of the project.

7.5.2 Standard Services

Stage 1 – Project Initiation and Briefing

The services rendered in this stage will be focussed on agreeing client requirements and preferences, assessing user needs and options, evaluating any objections, establishing priorities and constraints, agreeing any assumptions, all in consultation with the Employer. The services that will be required include the following:

- (i) To understand the requirements of the project brief
- (ii) Attend the project initiation meetings
- (iii) Advise on any required surveys, analysis, tests and site or other investigations that may be required
- (v) Provide necessary information to other consultants

In addition to the services as detailed above, vendors must be aware that public and stakeholder participation will be required during this stage of the project and that it is deemed to be included in the rates tendered.

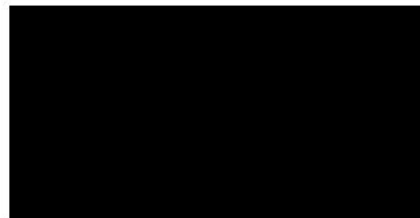
Deliverables required include, but are not limited, to:

- (i) To prepare a project specific Construction Environmental Management Programme (specification) (CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN) for inclusion into the construction tender/contract document.
- (vii) To assist the Engineer in ensuring that any necessary permits are obtained

Stage 2 - Concept and Feasibility

The services rendered in this stage will be focussed on the finalisation of the project concept and feasibility in consultation with the Employer. The services that will be required include the following:

- (i) Attend design and consultants meetings
- (iii) Review and evaluate design concepts and advise on Environmental Management in conjunction with other consultants
- (iv) Determine and agree the project Environmental Management complexity profile and prepare the Environmental Management policy for the project
- (v) Prepare a draft baseline risk assessment
- (vi) Prepare draft Environmental Management specification
- (vii) Agree the format and procedures for Environmental Management control



- (viii) Advise other consultants regarding the project CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN requirements and related design risk management process
- (ix) Liaise, co-operate and provide necessary information to all parties

In addition to the services as detailed above, vendors must be aware that public and stakeholder participation will be required during this stage of the project and that it is deemed to be included in the rates tendered.

Deliverables required include, but are not limited, to:

- (i) Agreed Environmental Management policy for the project
- (iii) Draft baseline risk assessment
- (iv) Draft Environmental Management specification
- (v) Schedule of required surveys, tests and other investigations required
- (vi) Design risk management process

Stage 3 - Design Development (Detail Design)

The services rendered in this stage will be focussed on the management, co-ordination and integration of the detail design development process within the project scope, time, cost and quality parameters. The services that will be required include the following:

- (i) Attend design and consultant meetings
- (iii) Monitor the integration of the Environmental Management aspects during the design process and finalise the baseline risk assessment
- (v) Identify and implement precautions necessary for Environmental Management control and update Environmental Management specification
- (vi) Assist other consultants with any related detailed information relevant to cost estimates and budgets
- (vii) Liaise, co-operate and provide necessary information to all parties

In addition to the services as detailed above, vendors must be aware that public and stakeholder participation will be required during this stage of the project and that it is deemed to be included in the rates tendered.

Deliverables required include, but are not limited, to:

- (i) Design risk management records
- (ii) Final baseline risk assessment
- (iii) Updated Environmental Management specification
- (iv) Schedule of precautions necessary for Environmental Management control

Stage 4 – Documentation and Procurement

The services rendered in this stage will be focussed on the process of establishing and implementing procurement strategies and procedures, including the preparation of necessary documentation for effective and timeous execution of the project. The services that will be required include the following:

- (i) Attend design and consultant meetings
- (ii) Prepare Environmental Management tender specification and integrate with the procurement documentation
- (iii) Provide and record Environmental Management risk information to the consultants
- (v) Prepare Environmental Management documentation for submission to authorities (vi) Assist with the preparation of contract documentation for signature
- (vii) Assess samples, mock-ups and products for Environmental Management compliance

In addition to the services as detailed above, vendors must be aware that targeted procurement, EPWP programmes inclusion of local labour and enterprises targets, labour returns, etc. must be included into the tender document and that it is deemed to be included in the rates tendered.

Deliverables required include, but are not limited, to:

- (i) Final Environmental Management Specifications

- (ii) Design risk management records
- (iii) Environmental Management documentation for authorities

Stage 5 – Contract Administration and Inspection

The services rendered in this stage will be focussed on the management and administration of the construction contracts and processes, including the preparation and co-ordination of the necessary documentation to facilitate the effective execution of the works. The services that will be required include the following:

- (i) Assess and approve the contractor(s) Environmental Management plans
- (ii) Submit necessary documentation to authorities and facilitate permits that may be required to commence the works
- (iii) Attend the site handover meeting
- (iv) Attend regular site, technical and progress meetings
- (v) Monitor design risk management
- (vi) Monitor the implementation of the Environmental Management plan(s) in accordance with the Environmental Management specification and recommend stop orders where necessary
- (vii) Conduct Environmental Management audits
- (viii) Audit compliance with the Environmental Management plan and brief the project management team and contractor(s) following site audits
- (ix) Monitor the compilation of the Environmental Management file and verify the maintenance of same by the contractor(s)
- (a) to convey the contents of the CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN 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.
- (b) to monitor and verify that the CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN is adhered to at all times, and to inform the Engineer if the specifications are not followed.
- (c) to review construction method statements for approval by the Engineer.
- (d) to assist the Engineer and Contractor in finding environmentally responsible solutions to problems.
- (e) 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.
- (f) 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.
- (g) to inspect the site and surrounding areas with regard to compliance with the CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN.
- (h) to advise the Engineer on the imposition of penalties or fines specified in the CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN, 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.

In addition to the services as detailed above, vendors must be aware that targeted procurement, EPWP programmes, inclusion of local labour and enterprises targets, labour returns, etc. must be monitored, managed and administered and that it is deemed to be included in the rates tendered.

Deliverables required include, but are not limited, to:

- (i) Approved contractor(s) Environmental Management plan(s)
- (ii) Permits to commence work
- (iii) Design risk management records
- (iv) Record changes to the Environmental Management specification and Environmental plan(s)
- (v) Environmental Management audit reports and records

- (vi) Work stoppage report(s)

Stage 6 – Close-Out

The services rendered in this stage will be focussed on the managing and administering the project close out, including preparation and co-ordination of the necessary documentation to facilitate the effective operation of the project. The services that will be required include the following:

- (i) Review, discuss and approve the Environmental Management file with the contractor(s)
- (ii) Manage the Environmental Management during the defects liability period
- (iii) Prepare Environmental Management operations and maintenance report
- (iv) Prepare Environmental Management close out report

Deliverables required include, but are not limited, to:

- (i) Record of audits during the defects liability period
- (ii) Report on the approved Environmental Management file
- (iii) Environmental Management operations and maintenance report
- (iv) Environmental Management close out report

7.5.3 Additional Services

Time based additional services

Any additional services not detailed above will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the vendor by the employer.

7.6 Town Planning Services

7.6.1 Amendments to Land Use Management

The Town Planner will be responsible for -

- (i) Obtaining of Plans, Documents and Information
- (ii) Investigations
- (iii) Site Inspections
- (iv) Consultations with Clients
- (v) Negotiations with Local and other Authorities
- (vi) Preparation and Submission of the Application (including any plans or diagrams in accordance with ruling legislation)
- (vii) Posting of Notices in terms of any statutory provision
- (viii) Arranging of legal Advertisements
- (ix) The investigation of and response to objections
- (x) The finalising of all administrative matter to obtaining the final decision in respect of the application
- (xi) In case of the Amendment being approved, all administrative matters to bring the amendment into effect including advising the client on requirements to be met and any levies payable to the authorities arising from the approval of the amendment

Deliverables required include, but are not limited, to:

- (i) Variation in zoning provisions
- (ii) Change of zoning or land use management provisions

7.6.2 Planning and Establishment of New Development Areas

The Town Planner will be responsible for -

- (i) Obtaining all relevant data and information
- (ii) Inspections of the sites concerned

- (iii) Attendance at meetings and consultations with the client and other organisations concerned with the planning and finalisation for the new development layout as required by the client and the authorities
- (xii) Compiling and submission of an application for the establishment of the new development area in accordance with the relevant legislation regulating the establishment of new development areas and the administration of such an application through the various stages of establishment in accordance with such legislation up to and including the proclamation of the new development or when the newly created development portions are capable of registration in a Deeds Office, but excluding public meetings and consultation with community organisations.

Deliverables required include, but are not limited, to:

- (iii) An overall conceptual development framework
- (iv) Detail Developmental Frameworks and Rezoning Applications
- (v) Detailed Sub Phase Subdivision Layouts

7.6.3 Additional Services

7.6.3.1 Amendments to Land Use Management

Time Tariff Services

The following is seen as exclusions to the responsibilities covered by the tariff of fees -

Additional Fees -

- (i) Negotiations or disputes relating to charges or contributions levied by an authority arising from the approval of the application
- (ii) The preparation for attendance at any hearing of the application held by the relevant authority and negotiation with objectors to the application
- (iii) Any work related to the lodging or opposing of an appeal against the decision on the application
- (iv) The preparation of any site development plans for specific sites or portions of land which are the subject of the application
- (v) The compilation of plans from existing Surveyor General Plans or data and the preparation of plans for other purposes such as marketing
- (vi) Applications relating to expropriation of mineral rights, cancellation or creation of servitudes, notarial deeds or related applications to authorities other than the authority responsible for the Land Use Management Scheme

7.6.3.2 Planning and Establishment of New Development Areas

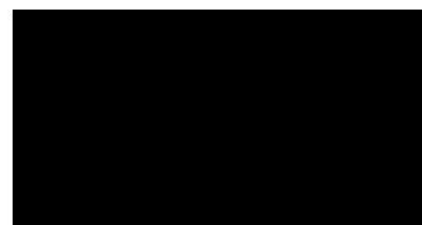
Time Tariff Services

The following is seen as exclusions to the responsibilities covered by the tariff of fees -

Additional Fees levied in accordance with Time Tariff

- (vii) Negotiations or disputes relating to charges or contributions levied by an authority arising from the approval of the application
- (viii) The preparation for attendance at any hearing of the application held by the relevant authority and negotiation with objectors to the application
- (ix) Any work related to the lodging or opposing of an appeal against the decision on the application
- (x) The preparation of any site development plans for specific sites or portions of land which are the subject of the application
- (xi) The compilation of plans from existing Surveyor General Plans or data and the preparation of plans for other purposes such as marketing
- (xii) Applications for the amendment or deviation from any statutory plans or policy plans which govern the development within the area in which the proposed development area is to be established.

Time Tariff shall only apply



- (i) Separate applications for need and desirability approval
- (ii) Separate studies and reports on or related to environmental impact assessment as may be required in terms of legislation such as the Environment Conservation Act, 1989
- (iii) Separate applications for the incorporation of land into municipal areas
- (iv) Separate applications for deproclamation or reservation of land for the establishment of new development areas

For all of the above, The Town Planner should take the following into consideration when fulfilling any of the deliverables –

- (i) Consider all major movement routes
- (ii) Consider the Metro Spatial Development Framework

7.7 Land Surveying Services

7.7.1 Time Based Categories of Work

The time tariff plus establishment costs and expenses should be applied to the following categories:

- Feasibility Studies :
 - Site investigation
 - Report
 - Valuation
- Site Plans
 - Field work
 - Calculations
 - CAD drawings
- Changing of Land Rights Applications
 - Application Fee
 - Prints to Local Authority and Client
 - Obtaining Power of Attorney
 - Obtaining Company Resolution
 - Obtaining Zoning Sheets/Zoning Certificates
 - Obtaining Title Deed
 - Discussions with Authorities
 - Discussions with other Professionals
 - Meetings with Client
 - Memorandum as required by regulation
 - CAD drafting
 - Strategic Planning
 - Planning layout of portions
 - Submission of Application
 - Examination and comment on conditions
 - Attend hearings ➤ Amendments
- Rezoning of Properties and Amendments to Town Planning Schemes :
 - Advertisements
 - Application Fee
 - Preparation of Zoning Maps
 - Drafting Zoning Scheme Clauses
 - Discussions with other Professionals
 - Discussions with Authorities
 - Motivations
 - Submission of Application
 - Attend hearings

- Removal of Restrictive Conditions on property :
 - Advertisements
 - Application Fee
 - Discussion with other Professionals
 - Discussion with Authorities
 - Motivations
 - Submission
- Certificates of Identity :
 - Site Inspection
 - Drafting of plan
 - Report
- Data Acquisition from the Surveyor General or other Sources
 - Data Search

7.7.2 Creation of Land Rights in Townships, Subdivision of properties and Consolidation of properties

Actual Time Spent included in Tables A and Table B of the Tariff of Fees Document for the South African Council for Professional and Technical Surveyors.

- Creation of land rights with a maximum of five sides
- Reconnaissance for Survey
- Establishment of WGS84 Control
- Relocation of beacons in the field
- Setting out of new beacons
- Administration of cadastral rights
- Beacon relocation audit
- Supervision of technical and field assistants
- Calculation for new beacons
- Drafting working plans, diagrams and general plans as part of activities excluded from Table A and Table B of the Tariff of Fees Document for the South African Council for Professional and Technical Surveyors
- Consistency checks on plans
- Survey report
- Submission of survey records to the Surveyor General in terms of the Regulations of Act 8/1007 and Liaison
- Field Materials

Where pieces of land have more than five sides

Ten percent for each of ten such additional sides and thereafter five percent for each further additional side according to the basis charge of Table A and Table B of the Tariff of Fees Document for the South African Council for Professional and Technical Surveyors.

7.7.3 Additional Work Items

- Additional Work during the creation of a diagram
 - For each servitude endorsement on a diagram or general plan
 - For the second and each subsequent property when a number of separate properties are subdivided
 - For the creation of the outside figure represented on a general plan
- Creation of Curvilinear boundaries
 - For each subdivision which abuts on the curvilinear boundary
- Creation of Servitudes
 - For the creation of servitudes

- For the creation of line servitudes
- For two or more adjacent lines represented on the same servitude diagram

7.8 Specialist Security Services

The Specialist Security Services will be responsible for:

- The Provision of security officers (armed and unarmed) when required by the Client.
- The Provision of Armed Escorts when required by the Client.

The Client will require the Service Provider to perform the abovementioned duties at various locations across the City, if and when required by the Client.

7.9 Project Management Services

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

7.9.1 Standard Services

Stage 1: Inception

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

Deliverables:

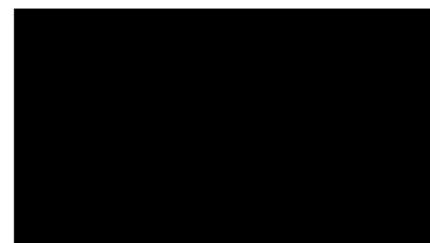
- Project brief
- Project procurement policy.
- Signed consultants/client agreements.
- Project initiation programme
- Record of all meetings
- Approval by client to proceed to stage 2

Stage 2: Concept and Viability

- Assist the client in the procurement of the necessary and appropriate consultants - Advise the client on the requirement to appoint a Health and Safety Consultant.
- communicate the project brief to the consultants and monitor the development of the concept and feasibility within the agreed brief.
- Co-ordinate and integrate the income stream requirements of the client into the concept design and feasibility.
- Agree the format and procedures for cost control and reporting by the consultants on the project.
- Manage and monitor the preparation of the project costing by other consultants.
- Prepare and co-ordinate an indicative project documentation and construction programme.
- Manage and integrate the concept and feasibility documentation for presentation to the client for approval.
- Facilitate client approval of all stage 2 documentation.

Deliverables:

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



Stage 3: Design Development

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

Deliverables:

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

Stage 4: Documentation and Procurement

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

The Service Provider should note that it is the Employer's preference that all payment items must be measured out in the Bills of Materials, as opposed to the use of provisional sums or prime cost items. Should provisional sums or prime cost items of greater value than R200 000 (incl. VAT) be included in the Bills of Materials, 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.

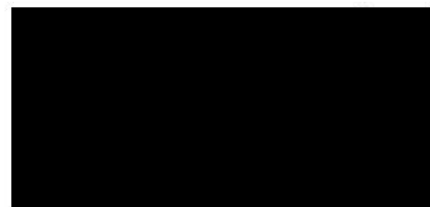
The Service Provider shall attend a Bid Specification Committee meeting prior to the finalisation of the contract document and the advertising of tenders. All comments of the committee shall be incorporated into the final contract documents. A draft contract document shall be submitted to the Employer 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 compact disc).

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 evaluation report (which shall include a recommendation) for consideration by the Employer's Bid Evaluation Committee (BEC). The Service Provider shall present his



evaluation to the BEC, respond to any queries the committee may raise, and follow up on any issues requiring the Service Provider's attention/action.

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

The services include the following:

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

Deliverables

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

Stage 5: Construction

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

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

Deliverables:

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

Stage 6: Close-Out

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

Deliverables:

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

7.9.2 Additional Services:

- (a) The provision of Develop Management Services as described in Clause 4 (1) of Board Notice 202 of 2011: Guidelines Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of Project and Construction Management

Professions, Act 48 of 2000, published in Government Gazette No. 34858, 23 December 2011.

- (b) The provision of Supplementary Services Pertaining to all Stages of the Project as described in Clause 4 (2) of Board Notice 202 of 2011: Guidelines Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of Project and Construction Management Professions, Act 48 of 2000, published in Government Gazette No. 34858, 23 December 2011

7.10 Places for the Performance of Specific Tasks

The projects to be managed in terms of this appointment will be located within the municipal boundaries of the City of Cape Town's Metro Area. The Service Provider will be expected to perform all necessary project investigations and construction monitoring services on site, as well as perform all other projects related deliverables pertaining to the projects.

Furthermore, the Service Provider's personnel will be required to attend all necessary meetings as well as to accommodate short notice adhoc meetings. It will also be necessary for the Service Provider to carry out adhoc inspections on site and to attend ad hoc public meetings when required to do so.

7.11 Reporting Requirements

Aside from the three particular reports required in terms of the brief above (the Conceptual Planning Report, Tender Evaluation Report and Project Close-Out Report), the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of the works project.

Furthermore, the Service Provider shall submit monthly cost reports to the Employer showing expenditure in respect of both the Service Provider's appointment and the construction contractor's contract, together with the anticipated spend to the end of the financial year in question.

Conceptual Planning Reports shall be submitted within the time frames agreed to by the Employer.

Tender Evaluation Reports shall be submitted within the time frames agreed to by the Employer.

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

8. REFERENCE DATA

Reference data, if available, will be made available if required for works projects.

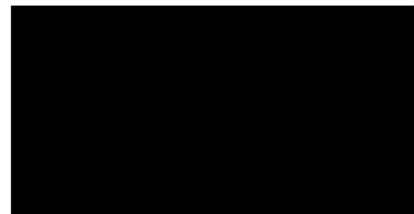
9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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 work projects. International standards should only be used where no national standards exist, or where it is the norm to use or refer to international standards.

10. 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.

11. PROCUREMENT

11.1 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 Service Provider is found to have breached any of the conditions contained in the **Preference Schedule** (unless proven to be beyond the control of the Service Provider).

Notwithstanding the application of penalties, the Service Provider'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.

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

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

In order, however, to comply with the requirements of the **Preference Schedule**, the Service Provider 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 Service Provider 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 Service Provider. 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 Service Provider 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 Service Provider.

11.3 Forms for contract administration

The **B-BBEE Sub-contract Expenditure Report** is required for monitoring the Service Provider'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.

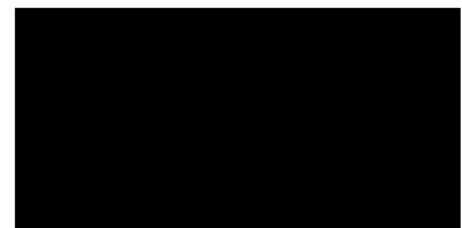
12. FORMAT OF COMMUNICATION

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.

13. KEY PERSONNEL

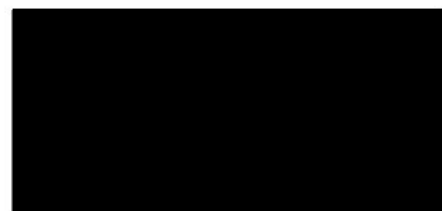
The Service Provider shall maintain the involvement of the following key personnel as the exigencies of this contract require:



The Service Provider must supply key staff throughout the duration of the contract.

- a) A registered professional Civil Engineer (Pr.Eng / PrTechEng) , registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), with the Engineering Council of South Africa (ECSA), with a minimum of 5 (five) years verifiable post registration experience in the analysis, design, control and monitoring of civil works.
- b) A registered professional Structural Engineer (Pr.Eng / PrTechEng), registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), with the Engineering Council of South Africa (ECSA), with a minimum of 5 (five) years verifiable post registration experience in the analysis, design, control and monitoring of structural works pertaining to buildings
- c) A registered professional Electrical Engineer (Pr.Eng / PrTechEng) , registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), with the Engineering Council of South Africa (ECSA), with a minimum of 5 (five) years verifiable post registration experience in the analysis, design control and monitoring of all works related to building projects.
- d) A registered professional Mechanical Engineer (Pr.Eng / PrTechEng) , registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), with the Engineering Council of South Africa (ECSA), with the Engineering Council of South Africa (ECSA), with a minimum of 5 (five) years verifiable post registration experience in the analysis, design, control and monitoring of all works related to building projects.
- e) A registered professional Quantity Surveyor (Pr.QS), registered in terms of the Quantity Survey Profession Act, 2000 (Act No 49 of 2000), with the South African Council for the Quantity Surveying Profession (SACQSP), with a minimum of 5 (five) years verifiable post registration experience in the quantity surveying of all works related to building projects.
- f) A registered professional Architect (Pr.Arch / ST. Arch), registered in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), with the South African Council for the Architectural Profession (SACAP), with a minimum of 5 (five) years verifiable post registration experience in the architecture of all works related to building projects
- g) An Occupational Health and Safety Agent with the necessary competencies and resources to act as Client's Agent in terms of the Occupational Health and Safety Act with at least 5 (five) years verifiable experience. Proof of registration and status of application with the Project and Construction Management Professions body must be appended to schedule 9 of the returnable schedules.
- h) An Environmental Assessment Practitioner who meets the Environmental Assessment Practitioners Association of South Africa (EAPASA) with the necessary competencies and resources to act as Client's Agent, with at least 5 (five) years verifiable experience.
- i) A Registered Town Planner with at least 5 (five) years verifiable post graduate experience in town planning practice and who will be responsible for all town planning work carried out in terms of this tender.
- j) A Registered Land Surveyor with at least 5 (five) years verifiable post graduate experience in surveying and who will be responsible for all such work carried out in terms of this tender.
- k) A Specialist Security registered in terms of the Private Security Industry Regulation Act (PRISA), Act 56 of 2001 and graded as such with PRISA.
- l) A Project Manager who is registered as a Professional Project Manager with the South African Council for the Project and Construction Management Professions (SACPCMP) who has at least 5 (five) years verifiable post graduate experience as a Construction Project Manager and who will be responsible for all work carried out in terms of the tender.

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.



14. MANAGEMENT MEETINGS

14.1 Management Meetings

During the initial stages of projects (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 these projects. The Service Provider will present its proposals at these meetings, and take direction from the PMT in this regard.

14.2 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.

14.3 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.

14.4 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 Service Provider will be present, as well as any technical meetings with the Service Provider as may be required to ensure the successful implementation of this project.

14.5 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.

14.6 General

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

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

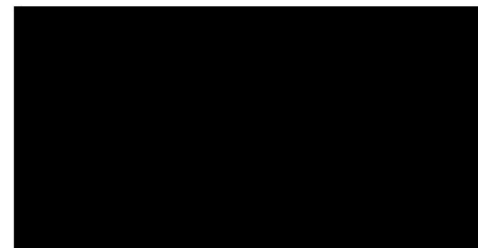
15. CLAIMS FOR PAYMENT

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. All interim claims must be accompanied by an original tax invoice. Payment will be effected within 30 days of the date on the tax invoice.

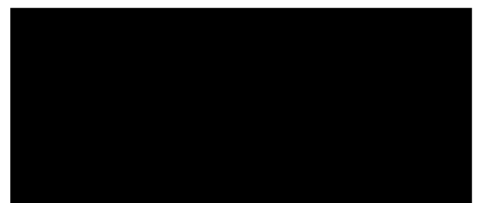
16. EMPLOYER'S RIGHT TO RECOVER COSTS

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.

17. TRANSFER OF SKILLS



According to the Cost Containment Regulations, i.e. the Local Government : Municipal Finance Management Act, 2003 Municipal Cost Containment Regulations, 2019; Notice 317 of 2019, as published by National Treasury, and furthermore, in terms of Sub regulation 5 (5) (a), the said Cost Containment Regulation, the Accounting Officer must ensure the transfer of skills by consultants to the relevant officials of a municipality or municipal entity. The terms, conditions and type of skills transfer shall be deliberated between the Employer (City of Cape Town) and the appointed Service Provider(s) (Consultant), as and when required.



C3.2 Annexes

Annex 1: B-BBEE Sub-contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

ANNEX 1

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR (SERVICE PROVIDER):

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

Value of the contract (as defined in Schedule 24: Preferencing Schedule) (P*)	R	B-BBEE Status Level of Prime Contractor		
Name of Sub-contractor (list all Sub-contractors)	B-BBEE Status Level of Sub-contractor ¹	Total Value of Subcontract (excl VAT) ¹	Value of Sub-contract work to date (excl VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Prime Contractor
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
			Total:	R
			Expressed as a percentage of P*	%

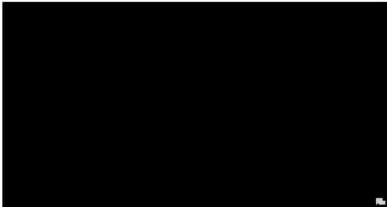
¹Documentary evidence to be provided**Signatures**Declared by Contractor
(Service Provider) to be true and correct:

Date:

Verified by Employer's

Representative:

Date:



ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR (SERVICE PROVIDER):

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO.

Value of the contract (as defined in Schedule 19: Preferencing Schedule) (P*)	R	B-BBEE Status Level of Joint Venture			
Name of Joint Venture partner (list all)	B-BBEE Status Level of each JV partner as at contract award	Percentage contribution of JV partner per JV Agreement ¹ A	Total value of JV partner's contribution (excl. VAT) ¹ B = A% x P*	Value of JV partner's contribution to date (excl. VAT) ¹ C	Value of JV partner's contribution a percentage of the work executed to date D = C/P*x100
JV Partner A		%	R	R	
JV Partner B		%	R	R	
JV Partner C		%	R	R	

¹Documentary evidence to be providedSignaturesDeclared by Contractor
(Service Provider) to

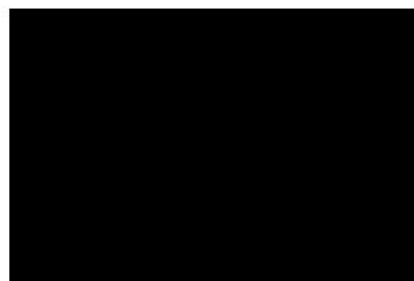
be true and correct:

Date:

Verified by Employer's

Representative:

Date:



PART 6: SITE INFORMATION



PART 7: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

CITY OF CAPE TOWN

DIRECTORATE: DEPARTMENT

CONTRACT NO. 109C/2020/21

PROVISION OF PROFESSIONAL SERVICES IN SUPPORT OF THE UNDERTAKING OF VARIOUS PROJECTS BY THE DEPARTMENT OF PUBLIC HOUSING, AS GUIDED BY ITS ASSET MANAGEMENT PLAN

C1.3 Occupational Health and Safety Agreement

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

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

....., representing

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

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

C.O.I.D. ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

..... on the 28th day of OCTOBER 2020

Signed at CAPE TOWN on the 26th

Witness

PART 8: KEY PERSONNEL

CITY OF CAPE TOWN

DIRECTORATE: DEPARTMENT

CONTRACT NO. 109C/2020/21

PROVISION OF PROFESSIONAL SERVICES IN SUPPORT OF THE UNDERTAKING OF VARIOUS PROJECTS BY THE DEPARTMENT OF PUBLIC HOUSING, AS GUIDED BY ITS ASSET MANAGEMENT PLAN

SCHEDULE 11: KEY PERSONNEL

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of each individual must be appended to this schedule.

a) A registered professional STRUCTURAL ENGINEER (Pr.Eng / PrTechEng), registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), with the Engineering Council of South Africa (ECSA), with a minimum of 5 (five) years verifiable post registration experience in the analysis, design, control and monitoring of structural works pertaining to buildings				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
b) A registered professional CIVIL ENGINEER (Pr.Eng / PrTechEng), registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), with the Engineering Council of South Africa (ECSA), with a minimum of 5 (five) years verifiable post registration experience in the analysis, design, control and monitoring of civil works.				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
c) A registered professional ELECTRICAL ENGINEER (Pr.Eng / PrTechEng), registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), with the Engineering Council of South Africa (ECSA), with a minimum of 5 (five) years verifiable post registration experience in the analysis, design, control and monitoring of all works related to building projects.				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
d) A registered professional MECHANICAL ENGINEER (Pr.Eng / PrTechEng), registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), with the Engineering Council of South Africa (ECSA), with a minimum of 5 (five) years verifiable post registration experience in the analysis, design, control and monitoring of all works related to building projects.				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

e) A registered professional **QUANTITY SURVEYOR** (Pr.QS), registered in terms of the Quantity Survey Profession Act, 2000 (Act No 49 of 2000), with the South African Council for the Quantity Surveying Profession (SACQSP), with a minimum of 5 (five) years verifiable post registration experience in the quantity surveying of all works related to building projects.

NAME	JOB TITLE	QUALIFICATIONS	SACQSP REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
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f) A registered professional **ARCHITECT** (Pr.Arch / ST. Arch), registered in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), with the South African Council for the Architectural Profession (SACAP), with a minimum of 5 (five) years verifiable post registration experience in the architecture of all works related to building projects

NAME	JOB TITLE	QUALIFICATIONS	SACAP REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
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g) An **OCCUPATIONAL HEALTH AND SAFETY AGENT** with the necessary competencies and resources to act as Client's Agent in terms of the Occupational Health and Safety Act with at least 5 (five) years verifiable experience. Proof of registration and status of application with the Project and Construction Management Professions body must be appended to schedule 9 of the returnable schedules.

NAME	JOB TITLE	QUALIFICATIONS	SACPCMP REGISTRATION NO OR APPLICATION REGISTRATION REF. NUMBER	NO. OF YEARS SPECIFIED EXPERIENCE
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h) An **ENVIRONMENTAL ASSESSMENT PRACTITIONER** who meets the requirements of the Environmental Assessment Practitioners Association of South Africa (EAPASA), with the necessary competencies and resources to act as Client's Agent, with at least 5 (five) years verifiable experience

NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO IF APPLICABLE	NO. OF YEARS SPECIFIED EXPERIENCE
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i) A **REGISTERED TOWN PLANNER** with at least 5 (five) years verifiable post graduate experience in town planning practice, who is registered by The South African Council for Planners (SACPLAN) in terms of the Planning Professional Act, 2002, and who will be responsible for all town planning work carried out in terms of this tender.

NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO IF APPLICABLE	NO. OF YEARS SPECIFIED EXPERIENCE
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j) A **REGISTERED LAND SURVEYOR** with at least 5 (five) years verifiable post graduate experience in surveying, who is registered with the Council for Professional and Technical Surveyors, in terms of Act 40 of 1984, and who will be responsible for all such work carried out in terms of this tender.

NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION	NO. OF YEARS
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			NO IF APPLICABLE	SPECIFIED EXPERIENCE
[REDACTED]				
k) SPECIALIST SECURITY SERVICES registered in terms of the Private Security Industry Regulation Act (PRISA), Act 56 of 2001 and graded as such with PRISA				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO IF APPLICABLE	NO. OF YEARS SPECIFIED EXPERIENCE
[REDACTED]				
[REDACTED]				
l) A Project Manager who is registered as a PROFESSIONAL PROJECT MANAGER with the South African Council for the Project and Construction Management Professions (SACPCMP) who has at least five years verifiable post graduate experience as a Construction Project Manager and who will be responsible for all work carried out in terms of the tender.				
NAME	JOB TITLE	QUALIFICATIONS	SACPCMP REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
[REDACTED]				

SIGNED ON BEHALF OF TENDERER:

[REDACTED]

[REDACTED]

PART 9: SUPPORT RESOURCES

CITY OF CAPE TOWN

DIRECTORATE: DEPARTMENT

CONTRACT NO. 109C/2020/21

PROVISION OF PROFESSIONAL SERVICES IN SUPPORT OF THE UNDERTAKING OF VARIOUS PROJECTS BY THE DEPARTMENT OF PUBLIC HOUSING, AS GUIDED BY ITS ASSET MANAGEMENT PLAN

SCHEDULE 12: SUPPORT RESOURCES

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall state in the table below, what appropriate software packages are available for use on this project and whether or not they are currently owned/licensed by the tenderer, or are available through other means.

The Tenderer should have the following software or any equivalent suitable software to fulfil the works deliverables as set out in the Works Projects.

Civil Engineering : AutoCad Civil 3D or any equivalent software
 Structural Engineering : Rivet or any equivalent software
 Electrical Engineering : AutoCad Electrical or any equivalent software
 Mechanical Engineering : Autocad Mechanical or any equivalent software
 Architecture: AutoCad, Rivet or SketchUp of any equivalent software
 Quantity Surveying: WinQS or any equivalent software
 Land Surveying: SURPAC Surveying Software, Model Maker Systems, Drone Software for Surveying or any equivalent software
 Town Planning: Model Maker Systems, SketchUp 3D Urban Planning and Settlements Design or any equivalent software
 Project Management: Microsoft Project or any equivalent software

All other disciplines, not mentioned above, but as required by this contract, shall ensure that they have the required suitable software packages in order to complete the deliverables for each Works Project

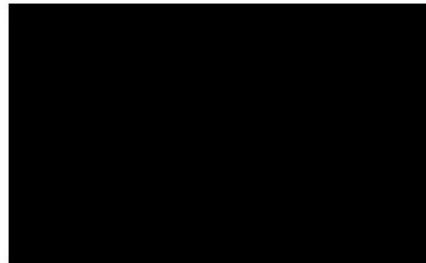
SOFTWARE PACKAGE/S AVAILABLE FOR USE		
NAME OF PACKAGE	DESCRIPTION	CURRENTLY OWNED/ LICENCED OR OTHER
MS Projects	Project Programming	OWNED
MS office	MS Word, MS Excel, MS Powerpoint	OWNED
AUTOCAD 2018	Draughting and design	OWNED
AUTOCAD CIVIL	Draughting and design (civil)	OWNED
CIVIL DESIGNER	Roads, sewers, earthworks	OWNED
REVIT 2018	Building modelling software	OWNED
VEHICLE TRACKING	Road Design	OWNED
PROKON	Structural design software	OWNED
WinQS	Bill of Quantities, Accounts	OWNED
Model Maker	contour modelling software	OWNED
HAP carrier E20	Hourly Analysis Program (mechanics)	OWNED
Arcview	GIS Software	OWNED

Tender
 Part T2: Returnable Documents
 Reference No. 109C/2020/21

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T2.2
 Returnable Schedules

SIGNED ON BEHALF OF TENDERER:



PART 10: SCHEDULE OF SUB CONTRACTORS

CITY OF CAPE TOWN

DIRECTORATE: DEPARTMENT

CONTRACT NO. 109C/2020/21

PROVISION OF PROFESSIONAL SERVICES IN SUPPORT OF THE UNDERTAKING OF VARIOUS PROJECTS BY THE DEPARTMENT OF PUBLIC HOUSING, AS GUIDED BY ITS ASSET MANAGEMENT PLAN

SCHEDULE 19: SCHEDULE OF SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work (excluding work covered by provisional sums and contingencies) in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed sub-contractors. Should any of the sub-contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate the contract, and the tendered unit rates for the various items making up the work activities shall remain final and binding.

SUB-CONTRACTORS		
Discipline	Sub Contractor Name	Sub Consultants Level of B-BBEE contributor
Civil, Electrical, Structural		
Mechanical		
Quantity Surveyor		
Architect		
Health and Safety Agent		
Environmental Practitioner		
Town Planner		
Land Surveyor		
Security Services		

Number of sheets appended by the tenderer to this Schedule 13 (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

Tender
Part T2: Returnable Documents
Reference No. 109C/2020/21

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T2.2
Returnable Schedules

