CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

MEMORANDUM OF AGREEMENT

FOR THE

PROVISION OF PROFESSIONAL SERVICES: PLANNING, PRELIMINARY DESIGN, CONCEPT DESIGN, DETAILED DESIGN, TENDER DOCUMENTATION, AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME AND RELATED INFRASTRUCTURE

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

SMEC SOUTH AFRICA (PTY) LTD

(REGISTRATION NO. [redacted])

CONTRACT NO. 155C/2022/23

[redacted]

PREAMBLE

WHEREAS the City's Supply Chain Management Bid Adjudication Committee resolved in line with SCMB92/07/23_ dated 31/07/2023 to award as per the below table to Knight Piesold (Pty) Ltd, PHB Engineers (Pty) Ltd, MPAMOT Africa (Pty) Ltd and EAS Infrastructure Engineers (Pty) Ltd Joint Venture, SMEC South Africa (Pty) Ltd, Siroccon International (Pty) Ltd, Ralema Consulting Engineers (Pty) Ltd, AND OWS Civils (Pty) Ltd for the PROVISION OF PROFESSIONAL SERVICES: PLANNING, PRELIMINARY DESIGN, CONCEPT DESIGN, DETAILED DESIGN, TENDER DOCUMENTATION, AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME AND RELATED INFRASTRUCTURE from date of commencement for a period of 7 years subject to Section 33 process.

AND WHEREAS the City's Supply Chain Management Bid Adjudication Committee resolved in line with **SCMB92/07/23 _dated 31/07/2023** to award to **SMEC South Africa (Pty) Ltd** as per the rates set out at PART C2: PRICING DATA;

MAIN CONTRACTOR	**REGION**
Knight Piesold (Pty) Ltd	East
PHB Engineers (Pty) Ltd	South
MPAMOT Africa (Pty) Ltd and EAS Infrastructure Engineers (Pty) Ltd JV	North
OWS Civils (Pty) Ltd	Central
STANDBY CONTRACTOR	**REGION**
Siroccon International (Pty) Ltd	East
SMEC South Africa (Pty) Ltd	South
Ralema Consulting Engineers (Pty) Ltd	North
No standby contractor	Central

AND WHEREAS Prices will be subject to adjustment in accordance with the tender document: as per Clause 3.16.

AND WHEREAS it is recorded that this Contract will be governed by **the General Conditions of Contract for 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 **City Manager or his nominee** duly authorised hereto;

1.2. **SMEC South Africa (Pty) Ltd**, Private Company duly incorporated in terms of the laws of the Republic of South Africa with registration no: [redacted] with its principal place of business situated at [redacted] (the "Contractor"), herein represented by its duly authorised representative, [redacted] in his capacity as **[Function Manager]**.

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

2. INTERPRETATION

2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Parts attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:

(a) the Form of Offer and Acceptance,
(b) the Appendix to Tender within the Contract Data,
(c) the Particular Conditions within the Contract Data,
(d) the General Conditions,
(e) the Scope of Work; and
(f) the Pricing Data

[redacted]

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 date of commencement for a period of 7 years

3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall be from date of commencement for a period of 7 years.

4. MUTUAL GOOD FAITH / CO-OPERATION

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

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

5. OBLIGATIONS OF THE EMPLOYER

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

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

6. OBLIGATIONS OF THE CONTRACTOR

6.1. The Contractor hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work (**PART C3: SCOPE OF WORK**).

6.2. The Contractor will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.

6.3. The Contractor will ensure that the Works will be of a satisfactory quality and fit for purpose.

6.4. The Contractor shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.

6.5. The Contractor will not conduct any activity of whatsoever nature which may be detrimental to the Employer's reputation and goodwill.

7. PRICING DATA

7.1. The Contract Price for the Works shall be as set out in the Pricing Data annexed marked "**PART C2: PRICING DATA**".

7.2. The Contractor shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

[redacted]

SCHEDULE 1 : COMPULSORY ENTERPRISE QUESTIONNAIRE

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: SMEC South Africa Pty Ltd

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

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

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

Section 3: cidb registration number, if any: N/A

Section 4: Particulars of sole proprietors and partners in partnerships

N/A

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

Section 5: Particulars of companies and close corporations

Company registration number [redacted]

Close corporation number N/A

Tax reference number [redacted]

Section 6: Foreign Bidding Suppliers	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐ Yes ☒ No 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	NOT APPLICABLE
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? N/A	☐ 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 N/A

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

[redacted]

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

[redacted]

CITY OF CAPE TOWN

URBAN MOBILITY: TRANSPORT INFRASTRUCTURE IMPLEMENTATION

CONTRACT NO. 155C/2022/23

PROVISION OF PROFESSIONAL SERVICES: PLANNING, PRELIMINARY DESIGN, CONCEPT DESIGN, DETAILED DESIGN, TENDER DOCUMENTATION, AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME AND RELATED INFRASTRUCTURE

PART C1.1: AGREEMENTS AND CONTRACT DATA

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 155C/2022/23:
PROVISION OF PROFESSIONAL SERVICES: PLANNING, PRELIMINARY DESIGN, CONCEPT DESIGN, DETAILED DESIGN, TENDER DOCUMENTATION, AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME AND RELATED INFRASTRUCTURE

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

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

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

Signature(s) [redacted]

Name(s) [redacted]

Capacity [redacted]

for the tenderer

(Name of organization/tenderer) SMEC SOUTH AFRICA (Pty) Ltd

(Address of organization/tenderer) [redacted]

Name and signature of witness [redacted]

Date 01/11/2022

For official use.		
INITIALS OF CITY O[redacted]S AT TENDER		
1. [redacted]	2. [redacted]	3. [redacted]

Acceptance

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

The terms of the contract, are contained in:

Part C1:	Agreements and contract data, (which includes this agreement)
Part C2:	Pricing data
Part C3:	Scope of work
Part C4:	Information submited by the Service Provider

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

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

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

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

The Parties	Employer	Contractor
Business Name	City of Cape Town	SMEC South Africa (Pty) Ltd
Business Registration	N/A	[redacted]
Tax number (VAT)	4500193497	[redacted]
Physical Address	Tower Block, Civic Centre, 12 Hertzog Boulevard, Cape Town, 8001	[redacted]
Accepted contract sum including tax	Rates Based as per Part C.2	Rates Based as per Part C.2
Accepted contract duration	from date of commencement for a period of 7 years.	from date of commencement for a period of 7 years.
Signed – who by signature hereto warrants authority	[redacted]	[redacted]
Name of signatory	[redacted]	[redacted]
Signed: Date	05/07/2024	1 July 2024
Signed: Location	[redacted]	[redacted]
Signed: Witness	[redacted]	[redacted]
Name of Witness	[redacted]	[redacted]

[redacted]

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract 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 .....

Details .....

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2 Subject .....

Details .....

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.....

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3 Subject .....

Details .....

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4 Subject .....

Details .....

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5 Subject .....

Details .....

.....

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.....

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

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

[redacted]

C1.2 Contract Data
Data provided by the Contractor

Data provided by the Supplier

The name of the Supplier is SMEC South Africa Pty Ltd

The address of the Supplier is

Physical Address: [redacted]

Postal Address: [redacted]

Telephone [redacted] Fax [redacted]

email: [redacted]

SUPPLIER'S ANNUAL HOLIDAY PERIODS DURING DELIVERY PERIOD

Year 1 holiday period	Start date	18/12/2023	End date	29/12/2024
Year 2 holiday period	Start date	17/12/2024	End date	31/12/2025
Year 3 holiday period	Start date	17/12/2025	End date	02/01/2026
Year 4 holiday period	Start date	17/12/2026	End date	31/12/2026
Year 5 holiday period	Start date	17/12/2027	End date	31/12/2027
Year 6 holiday period	Start date	18/12/2028	End date	29/12/2028
Year 7 holiday period	Start date	18/12/2029	End date	31/12/2029

[redacted]

C2.2 Schedule of Rates

URBAN MOBILITY: TRANSPORT PLANNING AND NETWORK MANAGEMENT			
CONTRACT NO. 155C/2022/23:			
PROVISION OF PROFESSIONAL SERVICES: PLANNING, PRELIMINARY DESIGN, CONCEPT DESIGN, DETAILED DESIGN, TENDER DOCUMENTATION, AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME AND RELATED INFRASTRUCTURE			
C2.2 SCHEDULE OF RATES - SMEC SA (Pty) Ltd			
Item No. 1: Engineering Services			
1.1: Time Based Fees for Preliminary Design, Detail Design, Tender Documentation and Project Management			
The fee for preliminary design, detail design, tender documentation and project management shall be based on the actual time taken by the various categories of professional staff as described in Scope of Work: 4.1.2 Normal Services			
Provide Time Based Fees for Engineering Services as described in the Scope of Work in respect of Normal Services: Stages 1 to 6 : Category of Personnel			
Item No.	**Activity Description**	**Unit**	**Rate (Excl. VAT)**
Stage 1: Inception			
1.1.1 a	Category B Staff	hour	[redacted]
1.1.1 b	Category C Staff	hour	
1.1.1 c	Category D Staff	hour	
Stage 2: Concept and Viability			
1.1.2 a	Category B Staff	hour	
1.1.2 b	Category C Staff	hour	
1.1.2 c	Category D Staff	hour	
Stage 3: Design Development			
1.1.3 a	Category B Staff	hour	
1.1.3 b	Category C Staff	hour	
1.1.3 c	Category D Staff	hour	
Stage 4: Documentation and Procurement			
1.1.4 a	Category B Staff	hour	
1.1.4 b	Category C Staff	hour	
1.1.4 c	Category D Staff	hour	
Stage 5: Contract Administration and Inspection			
1.1.5 a	Category B Staff	hour	
1.1.5 b	Category C Staff	hour	
1.1.5 c	Category D Staff	hour	
Stage 6: Close Out:			
1.1.6 a	Category B Staff	hour	
1.1.6 b	Category C Staff	hour	
1.1.6 c	Category D Staff	hour	
Item No.	**Activity Description**	**Unit**	**Rate (Excl. VAT)**
1.2.1	**Wayleave and Permit applications**		

[redacted]

	Full application process per road or road section and/ or sidewalk as per clause 7.2.1.1 of Section C3.1: for the full Scope of Works per construction project	Rate	[redacted]
1.2.2	**Visual Assessments**		
	Detailed TRH 12 visual assessment	Per km	
1.3	**Provision for Time-Based Engineering Services:** Provide time-based engineering 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		
(a)	Category A Personnel	hour	[redacted]
(b)	Category B Personnel	hour	
(c)	Category C Personnel	hour	
(d)	Category D Personnel	hour	
Item No.	**Activity Description**	**Unit**	**Rate (Excl. VAT)**
1.4.	**Additional Services: Services pertaining to all stages of the Project with the agreement of the Employer. Provide time-based fees**		
1.4.1.	**Project Management/Project Lead**		
1.4.1.1	Category B	hour	[redacted]
1.4.1.2	Category C	hour	
1.4.1.3	Category D	hour	
1.4.2	**Architect**		
1.4.2.1	Category B	hour	
1.4.2.2	Category C	hour	
1.4.2.3	Category D	hour	
1.4.3	**Quantity Surveying**		
1.4.3.1	Category B	hour	
1.4.3.2	Category C	hour	
1.4.3.3	Category D	hour	
1.4.4	**Spatial/Town Planning**		
1.4.4.1	Category B	hour	
1.4.4.2	Category C	hour	
1.4.4.3	Category D	hour	
1.4.5	Services of Specialist Consultant for PTI'/IRT	hour	
1.4.6	Public Participation Specialist/Stakeholder Engagement specialist /	hour	
1.4.7	Social Facilitator	hour	
1.4.8	Road Safety Audit Specialist	hour	
1.4.9	Geotechnical Specialist	hour	
1.4.10	Electrical Engineer	hour	
1.4.11	Environmental Specialist	hour	
1.4.12	Heritage Specialist	hour	
1.4.13	Landscape Architect	hour	
1.4.14	Mechanical Engineer	hour	
1.4.15	Urban Designer	hour	
1.4.16	Transport Planner/Engineer	hour	
1.4.17	**Time-based Structural engineering services**		
1.4.17.1	Category B	hour	
1.4.17.2	Category C	hour	

Item No. 2: . Economic Development			
Item No.	**Description:**	**Unit**	**Rate (Excl. VAT)**
2.1	**Trading Plans and Market Feasibility Assessment and Land Release Plan**		
2.1.1	Medium Works	hour	[redacted]
2.1.2	Large Works	hour	
Item No. 3: Site Supervision			
3.1	**Level Three Construction Monitoring Services**		
3.1.1	Senior Employer's Agent's Representative	Monthly	
3.1.2	Employer's Agent's Representative	Monthly	
3.1.3	Junior Employer's Agent's Representative/ Assistant Engineer's Agent's representative	Monthly	
3.1.4	Students and graduates	Monthly	
3.2	**Occupational Health and Safety Services**		
3.2.1	Compile and submit application for Works permit from Department of labour in terms of Regulations 3(1) of Construction Regulations, 2014	Per Report	
3.2.2	Compile Baseline risk assessment in terms of Regulation 5(1)(a) of Construction Regulations, 2014	Per Report	
3.2.3	Compile and submit site specific health and safety specification in terms of Regulation 5(1)(b) & (c) of Construction Regulations, 2014	Per Report	
3.2.4	Evaluation of Principal Contractor's Safety Plan (File) submission in terms of regulation 4, regulation 5.1(l) & (m)	Per Report	
3.2.5	Acting as Client Agent, safety inspections, submission of site report and attending site meetings in terms of Regulations 5.1(o), (q), (r) and (s)	Per Report	
3.2.6	Reviewing Principal Contractors safety file on completion and ensure compliance with any necessary close out procedures and submit file to Employer	Per Report	
3.3	**Environmental Services**		
3.3.1	Environmental Officer	Monthly	[redacted]
3.3.2	level 2 construction monitoring	Monthly	
3.3.3	level 3 construction monitoring	Monthly	
3.4	**Traffic Counts (survey Staff)**		
3.4.1	Field Surveyor	hour	
3.4.2	Data Capturer	hour	
3.4.3	Supervisor	hour	
3.4.4	Use of specialised drone technology for surveys	hour	
Item No. 4: Recoverable Expenses (Disbursements) – all disciplines			
Item No.	**Description:**	**Unit**	**Rate (Excl. VAT)**
4.1	**Recoverable expenses in respect of printing and copying as specified below**		
4.1.1	Black and White on White Paper: Printing Size A4	Per page	[redacted]
4.1.2	Black and White on coloured paper (pink yellow, blue green paper): Printing Size A4	Per page	
4.1.3	Colour printing on White Paper: Printing Size A4	Per page	
4.1.4	Colour printing on coloured paper (pink yellow, blue green paper): Printing Size A4	Per page	
4.1.5	Black and White Printing: Size A3	Per page	

[redacted]

4.1.6	Colour Printing: Size A3	Per page	[redacted]
4.1.7	Black and White Printing: Size A2	Per page	
4.1.8	Colour Printing: Size A2	Per page	
4.1.9	Black and White Printing: Size A1	Per page	
4.1.10	Colour Printing: Size A1	Per page	
4.1.11	Black and White Printing: Size A0	Per page	
4.1.12	Colour Printing: Size A0	Per page	
4.1.13	Binding of documents: Ring Binding	Per item	
4.1.14	Binding of documents: Staple and tape binding	Per item	
4.1.15	Burning CD's or USB flash drive with drawings and electronic BOQ's etc. for tender docs or as requested.	Per item	
Item No	**Description**	**Unit**	**Rate (Excl. VAT)**
4.2.	Recoverable expenses in respect of travelling.	km	Employer's ad-hoc duty transportation rate
Item No.5	**Description:**	**Unit**	**Rate (Excl. VAT)**
LABORATORY SERVICES: The Service provider will procure these items on a three-quote basis to the client's approval. The service provider must tender his mark up for each item below and then calculate the sum total for all items.			
5.1	**PERSONNEL COSTS:**		
5.1.1	**Overtime: extra over rate (when ordered by the Employer) On working days, outside of normal hours:**		
(a)	Senior Laboratory Manager	Hour	[redacted]
(b)	Senior Materials Tester (Field)	Hour	
(c)	Senior Materials Tester (Laboratory)	Hour	
(d)	Materials Tester	Hour	
(e)	Assistant Materials Tester	Hour	
(f)	Laboratory General Assistant	Hour	
(g)	Labourer	Hour	
5.2	**Travelling Costs:** Travelling to perform sampling and field work	km	Employer's ad-hoc duty transportation rate
5.3	**TRAFFIC ACCOMMODATION**		
5.3.1	**Traffic Accommodation: All Metropolitan Roads**		
(a)	Two-way traffic accommodated by partial lane closure (SARTSM Manual 2, Detail 13.37.1)	hour	[redacted]
(b)	One-way traffic accommodated by full lane closure (SARTSM Manual 2, Detail 13.37.2) - STOP/GO operation alternately on single lane	hour	
(c)	One-way traffic accommodated by lane drop (SARTSM Manual 2, Detail 13.38.2)	hour	
Item No.	**Description:**	**Unit**	**Rate (Excl. VAT)**
5.4	**SAMPLING**		

[redacted]

(a)	TMH5 MA2/MC1 Sampling of Road Pavement Layers	test	
(b)	TMH5 MB1 Sampling from Stockpiles	test	
(c)	TMH5 MB10 Sampling of Treated Pavement Layers	test	
(d)	TMH5 MD1 Division of a Sample Using the Riffler	test	
(e)	TMH5 MD2 Division of a Sample by Quartering	test	
(f)	TMH5 MB9 Sampling of Freshly Mixed Concrete	test	
5.5	**DCP**		
(a)	TMH 6 ST6 Dynamic Cone Penetrometer (DCP) : up to 1m	test	
(b)	TMH 6 ST6 Dynamic Cone Penetrometer (DCP) : up to 2m	test	
5.6	**AGGREGATES**		
(a)	SANS 3001-AG1 Particle size analysis of aggregates by sieving	test	
(b)	SANS 3001-AG2 Determination of the average least dimension of aggregates by direct measurement	test	
(c)	SANS 3001-AG3 Computational method for the determination of the average least dimension	test	
(d)	SANS 3001-AG4 Determination of the flakiness index of coarse aggregate	test	
(e)	SANS 3001-AG10 Aggregate crushing value (ACV) and 10% FACT	test	
(f)	SANS 3001-AG20 Determination of the bulk density, apparent density and water absorption of aggregate particles retained on the 5 mm sieve for road construction materials	test	
(g)	SANS 3001-AG21 Determination of the bulk density, apparent density and water absorption of aggregate particles passing the 5 mm sieve for road construction materials	test	
(h)	SANS 3001-AG22 Apparent density of crushed stone base	test	
5.7	**NUCLEAR DENSITY GAUGE**		
(a)	SANS 3001-NG4 Verification of a nuclear density gauge	test	
(b)	SANS 3001-NG5 Determination of in situ density using a nuclear density gauge	test	
5.8	**Asphalt**		
(a)	SANS 3001-AS1 Making of asphalt briquettes for Marshall tests and other specialized tests	test	
(b)	SANS 3001-AS2 Determination of Marshall stability, flow and quotient	test	
(c)	SANS 3001-AS10 Determination of bulk density and void content of compacted asphalt	test	
(d)	SANS 3001-AS11 Determination of the maximum void-less density of asphalt mixes and the quantity of binder absorbed by the aggregate	test	
(e)	SANS 3001-AS20 Determination of the soluble binder content and particle size analysis of an asphalt mix	test	
(f)	SANS 3001-AS22 Bitumen content of slurry	test	
5.9	**ASTM**		
(a)	ASTM D5 Standard Test Method for Penetration of Bituminous Materials	test	
(b)	ASTM D36 Standard Test Method for Softening Point of Bitumen (Ring-and-Ball Apparatus)	test	
Item No.	**Description:**	**Unit**	**Rate (Excl. VAT)**
5.10.	**Trial Excavations**		

5.10.1	**Cross trench to determine pavement profile only (i.e. backfill using existing material and reinstate with 40mm approved hot-mix asphalt – all compacted to the satisfaction of the Employer) in the following depth and surface area ranges and material classes:**		
5.10.1.1	**Pit Depth ≤ 500mm; Surface Area ≤ 1,0m2**		
(a)	Bituminous surfacing ≤ 50mm	test	[redacted]
(b)	Bituminous surfacing > 50mm	test	
5.10.1.2	**500mm < Pit Depth ≤ 1000mm; Surface Area ≤ 1,0m2**		
(a)	Bituminous surfacing ≤ 50mm	test	
(b)	Bituminous surfacing > 50mm	test	
5.10.2	**Trial pits for determining pavement profile and sampling/testing (i.e. backfill using approved sand, 250mm G3 base and reinstate with 40mm approved hot-mix asphalt - all compacted to the satisfaction of the Employer) in the following depth and surface area ranges and material classes:**		
5.10.2.1	**Pit Depth ≤ 500mm; Surface Area ≤ 1,0m2**		
(a)	Bituminous surfacing ≤ 50mm	test	[redacted]
(b)	Bituminous surfacing > 50mm	test	
5.10.2.2	**500mm < Pit Depth ≤ 1000mm; Surface Area ≤ 1,0m2**		
(a)	Bituminous surfacing ≤ 50mm	test	
(b)	Bituminous surfacing > 50mm	test	
5.10.3	**Trial trench for determining pavement profile and sampling/testing (i.e. backfill using approved sand, 250mm G3 base and reinstate with 40mm approved hot-mix asphalt - all compacted to the satisfaction of the Employer) in the following depth and surface area ranges and material classes:**		
5.10.3.1	**Trench Depth ≤ 500mm; Width 500 mm and not exceeding a 40 metres in length**		
(a)	Bituminous surfacing ≤ 50mm	test	[redacted]
(b)	Bituminous surfacing > 50mm	test	
5.10.3.2	**500mm < Trench Depth ≤ 1000mm; Width 500 mm and not exceeding a 40 metres in length**		
(a)	Bituminous surfacing ≤ 50mm	test	[redacted]
(b)	Bituminous surfacing > 50mm	test	
Item No.	**Description:**	**Unit**	**Rate (Excl. VAT)**
6	**Existing Services investigation**		
6.1	**Topographical survey**		
6.1.1	Cost of survey services	hour	[redacted]
6.2	**Cross-Trench Excavation to determine existing services: up to 2.5 meter depth**		
(a)	Cost of Cross Trench Excavation services	Per Trench	[redacted]
(b)	Procurement of Cross Trench Excavation services – open tender	Per Trench	
(c)	Procurement of Cross Trench Excavation services - Three quotes	No	
6.3	**Existing Services investigation using Ground penetrating radar, cable detectors etc.: Cost of existing services investigation and confirmation of AS-builts Per Meter**		
(a)	Cost of existing services investigation	<40 M	[redacted]
(b)	Cost of existing services investigation	<100M	
(c)	Analysis of the Data	hour	

[redacted]

(d)	Preparing of As-Builts	hour	[redacted]
(e)	Procurement of existing services investigation services - Three quotes	per project	
6.4	**Security Services**		
(a)	Cost of security personal to accompany staff to site during site investigations and visits/inspection during stages 1 to 5.	Hour	

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT AND CONTRACT SPECIFIC DATA

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

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:
Add the following to the definition of ***Employer:***
The **Employer** is the **CITY OF CAPE TOWN.**

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:***

[redacted]

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

1) The Framework appointment period is for seven (7) financial years from the commencement of the contract.

2) All work orders that service providers have been appointed for that result in construction projects shall be completed up to the issuing of the Certificate of Competition, within the 7th financial year period. Therefore, no orders that result in construction projects that cannot be completed within this time will be issued.

3) It is the employer's intention to advertise a follow up tender of a similar nature to this one in the last financial year of this appointment, and award it as soon as possible 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 seventh financial year will be used only to complete projects already awarded.

4) The timeframes for Normal Services for each project are as stated in Section C3.1 Scope of Works, Section 7.3.2. These time frames notwithstanding, all deliverables for work orders for portions of Normal services shall be completed and submitted before the end of the seventh financial year.

The timeframes for deliverables will be split into the following categories:

- PTI Projects, (smaller projects can be elevated to fast track" projects).

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

- All Minutes of meetings: 1 calendar week after the meeting
- Inception report: 6 calendar week after project initiation meeting
- Preliminary report: In terms of the approved project schedule

Draft detail design report for discussion

- PTI Projects In terms of the approved project schedule

Tender documents:

- PTI Projects (Draft): In terms of the approved project schedule
- Revised Tender document post SCMBSC: 10 calendar days after SCMBSC meeting
- Close out report and as-built drawings: 6 calendar weeks after project completion
- Final Approval Certificate: 1 calendar day 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 all deliverables needs to be properly motivated and agreed upon.
Project deliverable programs need to be updated not less than every six weeks if any of these timeframes are not adhered too or agreed upon penalties are applicable as noted in Clause 3.12.1.

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

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.

Add the following to the definition of ***Project:***
The project is the **PROVISION OF PROFESSIONAL SERVICES: PLANNING, PRELIMINARY DESIGN, CONCEPT DESIGN, DETAILED DESIGN, TENDER DOCUMENTATION, AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME AND RELATED INFRASTRUCTURE**
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 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
DIRECTOR: TRANSPORT PLANNING AND NETWORK MANAGEMENT
The address for receipt of communications is:
Telephone: [redacted]
E-mail: [redacted]
Postal Address: [redacted]
[redacted]
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:

[redacted]

The location for the performance of the Project will be the **office** of the service provider, together with the site of the proposed PTI-precincts situated within the City of Cape Town Municipal area. Key personnel will be expected to work out of the local office as the exigencies of this contract require. The address of the local office will be that as indicated on Schedule 1, Part T2.2: Returnable Schedules, and which will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission

Clause 3.9.1:
Add the following after f):

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

Clause 3.9.2:
Replace the words "6 weeks" with "21 days".
Add the following at the end of the clause:
Should any of the event described in clause 3.9.1 occur, the professional fees and disbursement may be adjusted in a fair and reasonable manner. The Service Provider shall, however, not be entitled to an adjustment to the extent that the variation is due to the negligence or default of the Service Provider. The Service Provider is required to provide all necessary substantiating documents required by the employer to evaluate the request for variation.

Clause 3.9.3:
Delete the clause and replace with the following:
The Employer shall assess the changes to the Contract Price proposed by the Service Provider on any fair and reasonable basis. The Employer may assess these changes on the effect of the event on the Services based on the time-based fees as stated in the Pricing Data.

Clause 3.9.2:
Replace the words "6 weeks" with "21 days".

Clause 3.9.3:
Add the following:
The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.

Clause 3.12
*Delete the heading and replace with "**Penalties and fines**"*
Clause 3.12.1

Add the following:
The penalty amount per day is as follows:

The Penalties for lack of performance not meeting targeted timeframes agreed upon as described in clause 3.12.1 above will be deducted according to the prescribed guidelines as set out in the table below and a percentage of the total cost per stage of the normal engineering services as defined below will be applicable:

Stages	Engineering Services: Normal Services	Percentage (%)
Stage 1	Inception	1
Stage 2	Concept and Viability	1
Stage 3	Design Development	1
Stage 4	Documentation and Procurement	2

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 **42** calendar days of the Start Date.

Clause 3.16.2:

[redacted]

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

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

Clause 3.17: Price adjustment due to content imported from outside South Africa
Add the following clause after clause 3.16

3.17.1 General

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

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

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

3.17.2 Variations in Rates of Exchange

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

(a) The Tenderer shall have completed the schedule titled **Price Basis for Imported Resources** for all imported resources intended to be subject to variations in rates of exchange, subject to the following:

i. the value in foreign currency inserted in column (A) shall be subject to Clause 3.17.2 (e) when recalculating the Rand value,
ii. the rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, Nedbank, on the Base Date, rounded to the second decimal place, subject to sub-paragraph iii. below,
iii. if the rate of exchange inserted by the Tenderer differs from the Nedbank rate referred to above, then the Nedbank rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Pricing Schedule for the relevant items, and
iv. if a quotation from a supplier or sub-contractor provides for variations in rates of exchange, the Service Provider may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (b) below.

(b) The Service Provider (or supplier or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported resources inserted by the Tenderer in the schedule titled **Price Basis for Imported Resources.**

(c) When the Service Provider (or supplier or sub-contractor) so obtains forward cover, the Service Provider shall immediately notify the Employer of the rate obtained and furnish the Employer with a copy of the foreign exchange contract note.

(d) Based on the evidence provided in sub-paragraph (c) above, the value in Rand inserted in column (C) of the schedule titled **Price Basis for Imported Resources** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in Clause 3.17.5 shall be adjusted accordingly, subject to sub-paragraph (e) below.

(e) The adjustments shall be calculated upon the value in foreign currency in the Service Provider's (or supplier's or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled **Price Basis for Imported Resources**, then the value in column (A) shall be used.

3.17.3 Variations in Customs Surcharge and Customs Duty

(a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in the schedule titled **Price Basis for Imported Resources** and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

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

3.17.4 Value of Imported resources at Base Date

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

3.17.5 Variation in labour and material costs of imported resources

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

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

Clause 4.7:
Add the following:
Payment of the tendered basic fee for normal services shall be in accordance with Clause 9 in Part C2.1 Pricing Assumptions.

Clause 5.4.1:
Add the following:
The Service Provider is required to take out and maintain, for the full duration of the performance of this contract, the following insurance cover:
a) Professional Indemnity (PI) insurance providing cover in an amount of not less than R40 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.

[redacted]

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.
k) Approval of variation orders prior to the approval of the Clients representative as well as payment thereof

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 and 18, 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; or
h) if the Service Provider has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract;
i) if a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its SCM Policy; or
j) The implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
    a. reports of poor governance and/or unethical behaviour;
    b. association with known family of notorious individuals;
    c. poor performance issues, known to the Employer;
    d. negative social media reports; or
    e. adverse assurance (e.g. due diligence) report outcomes.

Clause 8.4.3(c):
Add the following:
The period of suspension under Clause 8.5 is not to exceed 6 months.

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

Add the following after clause 8.4.5:

[redacted]

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 **adjudication**.

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

[redacted]

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 Servicer Provider to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

Clause 14.6: More frequent payments

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

Clause 15:

Add the following:

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

Part 2: Data provided by the Service Provider

The Service Provider is: SMEC South Africa Pty Ltd

Postal Address: [redacted]

Physical Address: [redacted]

Telephone: [redacted]

Facsimile:

Email: [redacted]

The **authorised and designated representative** of the Service Provider is:

Name: [redacted]

The **address for receipt of communication** is:

Address: [redacted]

Telephone:

Facsimile:

Email: [redacted]

SIGNED ON BEHALF OF TENDERER: [redacted]

C1.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

SMEC South Africa (Pty) Ltd

(Service Provider/Mandatary/Company/CC Name)

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

I, [redacted], representing

SMEC South Africa (Pty) Ltd, as an employer 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 [redacted]

COID ACT Registration Number: N/A

OR Compensation Insurer: [redacted] Policy No.: N/A

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. Occupational Health and Safety Act 85 Of 1993 as amended and undertake to comply therewith at all times.

Signed at [redacted] on the 04th day of July 2024

[redacted]

Witness

Mandatary

Signed at [redacted] on the 05th day of July 2024

[redacted]

Witness

for [redacted]
City of Cape Town

[redacted]

Legal Compliance Certificate

OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

THE MANAGEMENT AND STAFF OF

SMEC South Africa (Pty) Ltd

[redacted]

THROUGH THEIR EFFORTS HAVE ACHIEVED A "REASONABLE LEVEL OF COMPLIANCE" AS AUDITED AND MEASURED AGAINST THE SCOTT-SAFE OCCUPATIONAL HEALTH AND SAFETY LEGAL COMPLIANCE SYSTEM BENCHMARK ON

17 February 2022

(VALID FOR 1 YEAR FROM DATE OF CERTIFICATION)

THE VALIDITY OF THIS CERTIFICATE IS SUBJECT TO ONGOING MAINTENANCE AND SURVEILLANCE OF THE STANDARDS AS SET OUT AND AGREED UPON IN THE SERVICE LEVEL AGREEMENT

[redacted]

"Inspection Authority" means any person who with the aid of specialised knowledge or equipment or other such investigations, tests, sampling or analyses as he may consider necessary, and whether for reward or otherwise, renders a service by making special findings, purporting to be objective findings, as to –

(a) the health of any person;

(b) the safety or ill health of any work, article, substance, plant or machinery, or of any condition prevalent on or in any premises; or

(c) the question of whether any particular standard has been or is being complied with, with respect to work or a condition prevalent on or in any premises, or with respect to any other matter, and for issuing a certificate, stating such findings, to the person to whom the service is rendered.

You're Safer With Us!

[redacted]

[redacted]

[redacted]

Legal Compliance Certificate

OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

THE MANAGEMENT AND STAFF OF

SMEC South Africa (Pty) Ltd

[redacted]

THROUGH THEIR EFFORTS HAVE ACHIEVED A "REASONABLE LEVEL OF COMPLIANCE" AS AUDITED AND MEASURED AGAINST THE SCOTT-SAFE OCCUPATIONAL HEALTH AND SAFETY LEGAL COMPLIANCE SYSTEM BENCHMARK ON

16 September 2022

(VALID FOR 1 YEAR FROM DATE OF CERTIFICATION)

THE VALIDITY OF THIS CERTIFICATE IS SUBJECT TO ONGOING MAINTENANCE OF THE STANDARDS AS SET OUT AND AGREED UPON IN THE SERVICE LEVEL AGREEMENT

[redacted]

"Inspection Authority" means any person who with the aid of specialised knowledge or equipment or after such investigations, tests, surveying or analyses as he may consider necessary, and whether for reward or otherwise, renders a service by making special findings, purporting to be objective findings, as to -

(a) the health of any person;

(b) the safety of any work, article, substance, plant or machinery, or of any condition prevalent on or in any premises; or

(c) the question of whether any particular standard has been or is being complied with, with respect to work or a condition prevalent on or in any premises, or with respect to any other matter, and by issuing a certificate, stating such findings, to the person to whom the service is rendered.

[redacted]

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[redacted]

Legal Compliance Certificate

OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

THE MANAGEMENT AND STAFF OF

SMEC South Africa (Pty) Ltd

[redacted]

THROUGH THEIR EFFORTS HAVE ACHIEVED A "REASONABLE LEVEL OF COMPLIANCE" AS AUDITED AND MEASURED AGAINST THE SCOTT-SAFE OCCUPATIONAL HEALTH AND SAFETY LEGAL COMPLIANCE SYSTEM BENCHMARK ON

12 September 2022

(VALID FOR 1 YEAR FROM DATE OF CERTIFICATION)

THE VALIDITY OF THIS CERTIFICATE IS SUBJECT TO ONGOING MAINTENANCE OF THE STANDARDS AS SET OUT AND AGREED UPON IN THE SERVICE LEVEL AGREEMENT

[redacted]

"Inspection Authority" means any person who with the aid of specialised knowledge or equipment or other such investigation, tests, sampling or analyses as he may consider necessary, and whether for reward or otherwise, renders a service by making special findings, purporting to be objective findings, as to –

(a) the health of any person;

(b) the safety of risk to health of any work, article, substance, plant or machinery, or of any condition prevailing on or in any premises; or

(c) the question of whether any particular standard has been or is being complied with, with respect to work or a condition prevalent on or in any premises, or with respect to any other matter, and by issuing a certificate, stating such findings, to the person to whom the service is rendered.

[redacted]

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[redacted]

[redacted]

OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993

LEGAL COMPLIANCE RISK ASSESSMENT

CERTIFICATE OF FINDINGS

COMPANY : SMEC South Africa (Pty) Ltd

SITE : [redacted]

[redacted]
Inspection Authority

10 February 2022
Date

Section 1 - Definitions

***"Inspection Authority"** means any person who with the aid of specialised knowledge or equipment or after such investigations, tests, sampling or analyses as he may consider necessary, and whether for reward or otherwise, renders a service by making special findings, purporting to be objective findings, as to: –*

(a) the health of any person,

(b) the safety of risk to health of any work, article, substance, plant or machinery, or of any condition prevalent on or in any premises; or

(c) the question of whether any particular standard has been or is being complied with, with respect to work or a condition prevalent on or in any premises, or with respect to any other matter, and by issuing a certificate, stating such findings, to the person to whom the service is rendered.

You're Safer With Us!

[redacted]

[redacted]

Legal Compliance Certificate

OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

THE MANAGEMENT AND STAFF OF

SMEC South Africa (Pty) Ltd

[redacted]

THROUGH THEIR EFFORTS HAVE ACHIEVED A "REASONABLE LEVEL OF COMPLIANCE" AS AUDITED AND MEASURED AGAINST THE SCOTT-SAFE OCCUPATIONAL HEALTH AND SAFETY LEGAL COMPLIANCE SYSTEM BENCHMARK ON

06 September 2022

(VALID FOR 1 YEAR FROM DATE OF CERTIFICATION)

THE VALIDITY OF THIS CERTIFICATE IS SUBJECT TO ONGOING MAINTENANCE OF THE STANDARDS AS SET OUT AND AGREED UPON IN THE SERVICE LEVEL AGREEMENT

[redacted]

"Inspection Authority" means any person who with the aid of specialised knowledge or equipment or after such investigation, tests, sampling or analyses as he may consider necessary, and whether for reward or otherwise, renders a service by making special findings, purporting to be objective findings, as to –

(a) the health of any person

(b) the safety of risk to health of any work article, substance, plant or machinery, or of any condition prevailing on or in any premises; or

(c) the question of whether any particular standard has been or is being complied with, with respect to work or a condition prevailing on or in any premises, or with respect to any other matter, and by issuing a certificate, stating such findings, to the person to whom the service is rendered

[redacted]

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[redacted]

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. 155C/2022/23

PROVISION OF PROFESSIONAL SERVICES: PLANNING, PRELIMINARY DESIGN, CONCEPT DESIGN, DETAILED DESIGN, TENDER DOCUMENTATION, AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME AND RELATED INFRASTRUCTURE

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: _____

See attached PL Insurances

[redacted]

PART C2: PRICING DATA

CITY OF CAPE TOWN

URBAN MOBILITY: TRANSPORT PLANNING AND NETWORK MANAGEMENT

CONTRACT NO. 155C/2022/23

PROVISION OF PROFESSIONAL SERVICES: PLANNING, PRELIMINARY DESIGN, CONCEPT DESIGN, DETAILED DESIGN, TENDER DOCUMENTATION, AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME AND RELATED INFRASTRUCTURE

C2.1 Pricing Assumptions

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

1. The short descriptions given in the Schedule of Rates 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 Schedule of Rates, 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 Schedule of Rates. **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 Schedule of Rates 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. There are no quantities given in the Schedule of Rates. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Schedule of Rates. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.

6. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Schedule of Rates. 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.. No time-based rate shall exceed those set out in the "Guide on Hourly Fee Rates for Consultants", by the Department of Public Service and Administration (DPSA);

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

8. Tendered time-based fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. This is due to the fact that the fee for normal services rendered is typically developed from a construction contract value which will be subject to escalation/contract price adjustment, and the Service Provider will benefit from adjustments in this regard. In developing any other rates, tenderers must make allowance for annual increases.

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

10. Provision for time-based services have been allowed for Normal Services Stages 1,2,3,4,5 and 6. A time-cost proposal for each works order shall be agreed upon with the relevant project manager. This proposed cost shall not be exceeded without written motivation to and approval from the relevant project manager. The actual hours worked on each works order shall be claimed. If the hours worked end up being less than the time-cost proposal, the service provider shall not be entitled to claim the full amount in the proposal.

11. The monthly time based costs for stage 5 of normal services and construction monitoring staff and any other monthly rates shall be claimable monthly or pro rata for a portion of a month. The pro rata cost shall be calculated using a 24 working days per month. The monthly cost shall therefore be divided by 24 and multiplied by the number of days worked during the portion of the month.

12. Tenderers are to note that only those recoverable expenses listed in the Schedule of Rates 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.

13. 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.

14. Full time construction monitoring staff shall be reimbursed under the circumstances to follow: for travelling. For non-working days where work is required outside of normal working hours they shall be reimbursed, for either the return office to site or return home to site journeys, whichever is the lesser. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 20km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 20 km.

15. The per kilometer 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 R 4,18c/KM (excluding VAT).

16. 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.

17. 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.

18. Prices for the PTI-precincts must be based on the full Scope of Works, irrespective of the fact that some of the initial work is being undertaken by different service providers as described in section 5.1 of the Scope of Work, and on the following basis: for Medium works project R20 million Ex Vat or less and Large works with a project value exceeding R20 Million ex vat

[redacted]

PART C3: SCOPE OF WORK

1. INTRODUCTION

This contract provides the professional services necessary to undertake the preliminary design, detail design, tender documentation and project manage the construction of PUBLIC TRANSPORT INTERCHANGES (PTI's) AND RELATED SERVICES projects, within the Urban Mobility Directorate

The scope includes

- All stages or specified stages of Normal Service in terms of ECSA guidelines (Stages 1 to 6)
- Additional services, such as, but not limited to, Management of a multi-disciplinary technical professional team, Occupational Health and Safety services (construction regs.2014), Environmental and heritage assessment services, Construction monitoring, service investigations etc. across all stages of the project life cycle.

The City of Cape wants to expand and upgrade the PTI facilities and related services across Metro. The purpose of this contract is to appoint professional service providers to undertake PTI planning and design and oversee project implementation and close out. This appointment will be undertaken in terms of the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005, and must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting engineering firms for **TENDER NO. 155C/2022/23: PROVISION OF PROFESSIONAL SERVICES: PLANNING, PRELIMINARY DESIGN, CONCEPT DESIGN, DETAILED DESIGN, TENDER DOCUMENTATION, AND CONSTRUCTION SUPERVISION FOR A CITY WIDE PUBLIC TRANSPORT INFRASTRUCTURE PROGRAMME AND RELATED INFRASTRUCTURE,** which will be evaluated using a financial offer and preference points system as described in the tender data.

2. BACKGROUND

The Employer undertakes to implement Public transport Interchanges and Transport Oriented Developments across the municipal area of the City of Cape Town. The municipal area is divided into four geographical regions, namely: Central, East, North and South and it is the intention of the Employer to appoint a service provider to assist it with these functions in each of these regions (see Appendix C4.1 for map showing boundaries of geographical regions).

Public Transport Interchanges- are generally economic hubs with transport and business related activities. These spaces are typically occupied by bus and minibus-taxi organisations and traders, and attract huge numbers of commuters

This programme supports the roll-out of a continuous infrastructure implementation process to fulfil the City's strategic goals to ensure that easy, safe and dignified access in the public transport environment is achieved.

3. EMPLOYER'S OBJECTIVE

Under previous Tender No.385C/2016/17, the Employer's objective was to increase its capacity to undertake various PTI Facilities expansions and upgrade projects, from any stage to any stage of the project life cycle, across the City of Cape Town by the Urban Mobility Directorate and as a follow-up this replacement tender seeks the appropriate professional support to undertake the completion of projects already in progress and to undertake future planned projects (as far as the annual budget provisions may allow) such as, but not limited to:-
The City's long-term development ambition is to develop, transform and revitalise PTI-precincts to create a quality, dignified and safe environment with phased investments that is properly managed and maintained through an integrated participatory process, in a way that will improve the quality of life of residents whilst promoting broader spatial transformation and urban renewal objectives

The following principles should guide the delivery of the objectives:

- Access to opportunity: the user can access services at the PTI & precinct, one of the main functions of the public transport service is to maximise access to opportunities, including access to education, health facilities, basic services and employment opportunities.
- Integration: The facility planning should take into account as far as is possible the need to integrate all elements into a cohesive and convenient public transport facility. Cognisance to be taken of the proposed IRT system planning, and existing trunk routes – rail and IRT, where relevant.

- Increased mobility: the facility should seek to maximise mobility within the constraints of economic limits and as appropriate for the given demand, giving consideration to the special needs of low-income earners, women, children, the elderly and those with physical disabilities.
- Sustainability: facilities shall be user friendly, secure, economically viable, environmentally responsible and promote social equity.

4. DETAILS OF THE WORKS REQUIRED

4.1 Planning, Feasibility Studies, Investigations, Concept Design, Preliminary Design, Detailed Design, Tender Documentation as well as Working Drawings and Construction management of Public Transport Projects.

4.1.1 Planning, Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No 39480, 4 December 2015, as amended or amplified upon in the project brief below. For pricing purposes, the hourly rates tendered (item No. 1.1: C2.2 Schedule of Rates) shall include for all costs in respect of Planning Studies and Assessments as well as normal services described below in 4.1.2. Typical projects include, (but not limited to):

4.1.2 Normal Services

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 138 of 2015: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No 39480, 4 December 2015, as amended or amplified upon in the project brief below. The costs of all stages (item No. 1.1: C2.2 Schedule of Rates) will be based on actual hours at the applicable tendered rates, which shall be backed up by approved time sheets.

4.1.3 Additional Services

(1) The provision of additional services pertaining to all stages of the project as described below and amplified upon in the project brief.
(i) The provision of all services in respect of wayleave applications and approvals as well visuals assessments
(ii) The provision of services in respect of existing services investigations
(iii) The provision of all services related to targeted procurement.
(iv) Acting as leader of a professional team.
(2) The provision of a level of construction monitoring service to be decided by the employer representative, as agreed, as described in Clauses 3.3.2(6)(b) and (c) of Board Notice 243 of 2013: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No 37120, 4 December 2013, as amended or amplified upon in the project brief below.
(3) The provision of all services in respect of acting as the Employer's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014 as described in Clause 3.3.3 of Board Notice 138 of 2015: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No 39480, 4 December 2015, as amended or amplified upon in the project brief below.
(4) The provision of an Environmental Officer (EO) and Heritage Specialist as described in this project brief below.

4.2 Additional Professional Services

Additional Professional service as described in C2.2 Schedule of Rates (item No. **1.4:** Additional Services) will be paid for on a time basis according to tendered hourly rates based on actual hours and backed up by approved time sheets. In terms of a sub-consultancy or sub-contract agreement the estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.

5. EXTENT OF THE SERVICES

It is the Employers intention to appoint Service Provider(s) for a period of 7(seven) financial years spanning the Employer respective 2024/2025, 2025/2026, 2026/2027, 2027/2028, 2028/2029, 2029/2030 and 2030/2031 financial year cycles. Should the funding in any financial year not be available, the Employer reserves the right to limit the extent of services in the current financial year without incurring penalties.

Although this tender would be valid for 7(seven) Financial years tears, the employer intends advertising a replacement tender before expiration of this tender period. The intention would therefore be that any new PTI Facilities and related works Projects would be implemented via the new contract. Any ongoing implementation projects requiring continuity of consultant input, would however proceed into the last year as necessary, provided that all work would be completed by the end of the last year. The overlap thereby allowing for consultant continuity and a close-out period for these projects.

It should be noted that while the Employer intends to employ the Service Provider for the full duration as defined above, 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.

If during the course of the project circumstances and operational requirements are found to differ from those anticipated, the Employer reserves the right to modify the scope of work to suite the prevailing circumstances.

Work orders will be raised for each project to be undertaken by the Service Provider. Such work order will be based on an estimated time based quotation submitted by the service provider and accepted by the employer.

6. USE OF REASONABLE SKILL AND CARE

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

7.1 Terms of Reference

The engineering services to be provided for each project awarded in terms of this contract include, inter-alia, inception and preliminary design, detailed design, tender documentation, project and construction monitoring for a construction contract to provide Public Transport facilities and road related infrastructure,

Projects will be allocated to Service Providers based on the location of the projects and the region that has been awarded to a Service Provider. The Employer will prioritise the order in which projects are implemented based on needs of the City's Integrated Development Plan (IDP), Current Integrated Transport Plan (CITP) and the Service Delivery and Budget Implementation Plan (SDBIP).
As well as budget availability.

The additional services to be provided include applying for wayleave conditions and approvals from the various service authorities, all services related to preferential/targeted procurement, acting as the leader of a professional team, the provision of a level 3 construction monitoring service, and undertaking the duties of the Client in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, In terms of the Construction Regulations 2014. Competent Agents must be registered with South African Council for Project and Construction Management Professions (SACPCMP). The services of Heritage specialist and services must be done in line with the Heritage Services as in terms National Heritage Act, 2005 (Act No. 645). If the service provider does not have such a competent person in their employ, they will be expected to procure such services.

In addition it is expected that operation, maintenance and management plans will be compiled by the Service Provider to ensure the long term sustainability of facilities post implementation, and to influence the Employer's objective of providing communities with proper public transport facilities corresponding to the City of Cape Town's CITP, within the given budget over a three year cycle.

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

7.2 SPECIFIC REQUIRMENTS

7.2.1 Engineering Services

7.2.1.1 Planning, Studies, Investigations and Assessments

The cost of Planning, Studies, Investigations and Assessments shall be priced into the basic rates for the professional engineering services required, which include the fee for normal services as described in Item No 1.1: C2.2 Schedule of Rates.

The Service Provider shall carry out all of the studies and investigations necessary to provide for the construction of each project awarded and shall submit a preliminary report on the technical and financial feasibility of the project together with preliminary proposals in this regard.
Typical projects include, (but not limited to): in reference to items listed under item **1.4 (page 40-42)**

1.4.1 Project Management/Project Lead

1.4.2 Architect services

1.4.3 Quantity Surveying (cost estimates, etc.)

1.4.4 Spatial/Town planning services in terms rezoning, consolidation and sub-division of proposed Precincts

1.4.5 Services of Specialist Consultant for PTI'/IRT

1.4.6 Public Participation Specialist/Stakeholder Engagement specialist

1.4.7 Social facilitation Services

1.4.8 Road Safety Audit Specialist Services

1.4.9 Geotechnical engineering advice and services

1.4.10 Electrical Services

1.4.11 Environmental Specialist

1.4.12 Heritage Specialists services

1.4.13 Landscape Development Feasibility studies, Design and Management full services

1.4.14 Mechanical Engineer

1.4.15 Urban Designer

1.4.16 Transport Planner/Engineer

1.4.17 Structural Engineer

Public and stakeholder participation with all relevant parties (e.g. Rail, water, services, Telkom etc...) will be an important aspect of each project, and the Service Provider shall ensure that key personnel are available to attend community and stakeholder meetings as necessary.

7.2.1.2 Time Based Fees
Time based fees tendered in Item 2.1 of the Schedule of Rates will be as described in Section 4.2 Additional Professional Services, of the guideline scope of services. Time based costs will only be reimbursed for specialist studies not covered by the basic rates for PTI Facilities and related works must be included in the rates for Normal Services under Item 1.1 of the Schedule of Rates.

7.2.1.3 Normal Services

The service provider must include the project manager, district manager, district engineer as well other Departments that will be impacted by the planned works and all PMT attendees in all correspondence and meeting invitations for all phases of work for all projects under the normal services.

Stage 1 – Inception
The Service Provider shall provide those services as described in the relevant section of the aforementioned Guideline in Clause 4 above, as are necessary to establish the Employer's requirements and preferences, assess user needs and options and confirm the project brief moving forward.

This stage shall involve project start up meetings and site inspections during which the following will be defined for each construction project:

- Develop a Project Management Team (PMT) with representatives from the Employer (including head office and/or district staff) and the Service Provider's tendered Key Personnel and any other personnel as required by the Service Provider / exigencies of the project / brief.
- Define individual PMT member roles and responsibilities and lines of communication.
- Exact limits of project or scope of investigation.
- Extent of investigation required, such as the necessary surveys, visual assessment, analyses, tests and site investigations, location of infrastructure and services, survey requirements, geometric improvement upgrade and storm water requirements.
- Advise on the rights, constraints, consents and approvals (wayleave requirements).
- Sub-consultant requirements
- Identification of interested and affected parties, both internal and external

- Preliminary risk assessment for design and construction
- Line of communication
- Reporting requirements
- Program of deliverables for the remaining stages
- Preliminary high level estimation of the type of work required (retrofitting, intersection improvements, replacing/moving services, resurfacing) and high level estimate of construction costs
- Detailed cost proposal based on hours and tendered rates for the provision of professional services on a stage by stage, and task by task basis for the project/works order in question.

The PMT meetings shall be attended by the employers related staff members, and shall include at least the Project Manager and one other relevant person from the service provider may attend if necessary. Any further personnel from the service provider attending the meeting will not be claimable in terms of time and cost unless prior approvable has been sought.

All the above information, as well as any further requirement from the Employer or recommendations from the Service Provider as agreed in the meeting, shall be recorded in the inception report for each project and in the minutes for each meeting held.

Once the inception report and minutes have been approved and agreed on, they will become a reference document regarding any future discussions of scope of works for each project.

Written permission from the Employer is required for any changes to the agreed content in the inception report and minute for record purposes. Any changes in program or budget due to changes of scope must be agreed upon in writing by the employer.

The deliverables for Stage 1 are, but not limited to:

- attendance at start-up meeting by the Project Leader and other identified specialists as required;
- attendance at site inspections (if required) by of the Project Leader and other identified specialists as required;
- minutes of meetings held;
- Inception report including all the details agreed to above, locality plan, detail scope of works, methodology, detailed program (including milestones, deliverable and critical path), cost estimate, cash-flow, minutes for both start-up meeting and site inspection.

Payment for Stage 1 of the Normal Services will not be made until the deliverables have been completed as per clause C1.2. Contract Data: Period of Performance :(4) Timeframes for Deliverables.
Costs for stage 1 will be reimbursed at the tendered hourly rates for the actual hours booked by personnel who worked on stage one and attended the meetings as backed up by approved timesheets and attendance register.

Stage 2 - Concept and Viability (Preliminary Design):
The Service Provider shall provide those services necessary for the development and completion of preliminary designs for PTI facilities and or TOD or any other services required for submission to the Employer and other relevant authorities for approval.

Additional tasks included in (but not limited to) the Concept and Viability stage:

a) Provide the Employer with a detailed project programme and cash-flow forecast.
b) Monthly report to Employer on programme and progress in relation to tasks and cash-flow.
c) Provide the secretariat for Project Management Team (PMT) meetings, including minutes of meetings.
d) Liaise, co-operate and provide necessary information to the PMT.
e) Assist with stakeholder engagement and public participation.
f) Advise the Employer regarding further surveys, analyses, tests and investigations which may be required that were identified after inception stage
g) Establish regulatory authorities' requirements and technical standards and incorporate into the design. This must include environmental assessments and authorizations (including public participation processes if required), heritage impact assessments and authorizations (including public participation processes if required) and Water Use Licence Applications (WULA) and authorizations.
h) Establish access, services and connections required for the design, including way-leaves and liaison in terms of design and construction requirements from all service departments and authorities.
i) Carry out detailed services investigations including non-destructive testing such as Ground Penetrating Radar and cable detection as well as test pits and trenches to determine the position and level of existing services
Complete the concept design of all services to show where existing and new services should be located or relocated to.

Complete all the investigations and studies agreed upon in the inception report, including survey, pavement and geotechnical investigations, and traffic counts and ensure that all investigations are completed during the concept phase

j) Preparation of property acquisition diagrams for submission to City's Property management department and ultimately the Surveyor General's office, if necessary

k) Refine and assess the Concept Design to ensure conformance with all regulatory requirements and consents.

l) Coordinate design interfaces with other authorities, departments and consultants involved.

m) Provide cost estimates and comment on life cycle costs as required.

n) Submit Preliminary Design plans/report for approval by the PMT and Employer.

o) Obtain input/comments from the PMT and other internal (other directorates/departments, sub-councils etc.) and external stakeholders and update the Draft Preliminary Design report to Final status.

p) Assist the Client Representative with the Conceptual Design Stage Gate Review and final Project Screening (project readiness), confirming the Strategic Case, Social / Economic Case, Procurement Case, Commercial and Regulatory Case, Financial Case, Project Management Case, Technical / Engineering Case.

Deliverables for Stage 2 are:

- Draft Detailed Evaluation and Preliminary Design Report containing all investigation data as specified, including all relevant recommendations and concept plans
- Regulatory authorizations/Approvals (environmental/Heritage/WULA etc.)
- Attendance at design discussion meetings of project leader and other specialists;
- Presentation of the preliminary design report and recommendations to the City officials on the PMT;
- Minutes of design discussion meetings;
- Final Detailed Evaluation and Preliminary Design Report;
- Preliminary design drawings;
- Attendance at stage gate review meetings of project leader as and when required.

Payment for Stage 2 of the Normal Services will be made based on the cost proposal and actual costs incurred as back up by approved time sheets. Work-in-progress payments will be made monthly provided evidence of work completed to date of invoice can be produced. Payment will not be made until the deliverables have been completed as per clause C1.2. Contract Data: Period of Performance: (4) Timeframes for Deliverables.

Stage 3 - Design Development (Detail Design):

The Service Provider for each project shall provide those services necessary to finalise the design, specifications, cost plan, financial viability and programme for the project under this appointment

The Service Provider will include the review and finalisation of all the preliminary design recommendations and aspects, such as but not limited to pavement design, geometric design, design of storm water and utility services alterations, structures, and design of construction traffic accommodation. For all design aspects the Urban Mobility Directorate's "Standards and Guidelines for Roads & Storm water" document shall be consulted for the relevant drawing standards in this regard.

The Service Provider shall be responsible for all further required utility service enquiries, wayleave applications and obtaining the necessary authority or permission from the relevant utility service authorities to carry out all work in terms of this project. All applications in this respect must be carried out timeously. All wayleave conditions must be incorporated into the detail design. Any existing services will require thorough investigation to ensure that there is no conflict with proposed work and the designs should take into account any special construction methods or protection required to accommodate the services during construction. Services may require rehabilitation or replacement in conjunction with the construction works. The Service Provider will be responsible to investigate, plan and manage this work in conjunction with the relevant authorities. If the authority executes the design and construction of such work, the cost thereof will not be added to the contract amount on which the basic fee is based.

Traffic accommodation plans, where appropriate and public notices pertaining to traffic accommodation, must be submitted to the Employer for approval at least 1 week prior to the relevant event.

For each project, a draft specification and bill of quantities shall be prepared using either COLTO or the new COTO format. Each bill of quantities shall be supplemented with spreadsheet or quantity file that shows the detailed quantity calculations for each item in the bill of quantities. The General Conditions of Contract shall be the General Conditions of Contract for Construction Works, 3rd Edition 2015, published by the South African Institution of Civil Engineering. The Service Provider shall liaise with the Employer during the preparation of the draft contract document to determine any other specific requirements that the Employer may have in this regard.

The design development shall consider and include public lighting on, and in the vicinity of, the proposed PTI facility. If a pedestrian bridge is planned, the pedestrian bridge will result in a loss of privacy to the properties

immediately adjacent to the proposed pedestrian bridge, some form of screening or separation must be considered. It is not envisaged that the pedestrian bridges or approaches thereto, will be covered.

A set of draft tender drawings and a draft tender specification and bill of quantities, including detailed cost estimate based on the BOQ shall be submitted to the Employer's project manager for comment prior to finalising all documentation and going out to tender. All drafts must be thoroughly checked by the Service Provider's project leader prior to submission. The tender document shall be submitted to the Employer for checking at least two weeks prior to the Bid Specification Meeting.

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.

Final Design development drawings to must be signed for approval by the Employers relevant appointed official, before advertising of the tender for construction purposes.

The Service Provider shall prepare detailed estimates of construction costs and submit such to the Employer.

Deliverables for stage 3 are but not limited, to:

- Draft tender document
- Draft tender specifications, schedule of quantities
- File or spreadsheet with all detailed quantity calculations for all items in schedule of quantities
- Final cost estimate of construction costs
- Detail tender and construction drawings
- Availability of sub-contractors and local labour
- Assisting with detail design stage gate

Payment for Stage 3 of the Normal Services will be made based on the cost proposal and actual costs incurred as back up by approved time sheets. Work-in-progress payment will be made monthly, provided evidence of work completed to date of invoice can be produced.

Stage 4 – Documentation and Procurement

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

The construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) format and in compliance with the City of Cape Town's Supply Chain Management Policy. The construction contract document shall be based on the City of Cape Town's latest example CIDB document for Civil Contracts, which is based on the SAICE General Conditions of Contract for Construction Works, 3rd Edition 2015. The Service Provider shall liaise with the Employer during the preparation of the construction contract document to determine any other specific requirements that the Employer may have in this regard.

The Service Provider shall ensure that all of the requirements, limitations and/or restrictions on construction as may be imposed by service authority (in Clause 7.2.1.3 below) wayleaves are incorporated into the specification of all projects and that, where necessary, tenderers are given the opportunity to price for the impact of such requirements, limitations and 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. Should provisional sums or prime cost items of greater value than R300 000 (incl. VAT) be included in the Bills of Quantities, the Service Provider will be expected to follow an open competitive process in respect of these items, on behalf of the contractor. This will include the preparation of a tender document, advertising and receiving tenders, and evaluating same on behalf of the contractor, at no extra cost to the Employer.

It is furthermore noted that the creation of employment within the communities adjacent to the site of the construction 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 and will need to carry out an evaluation for realistic labour and SMME targets to include in all tender documents.

The typical procedure after submission of first draft document until the tender is able to be advertised is as follows:

- Meeting with Employer's project manager to review the draft technical specifications and Bill of quantities
- SCMBSC meeting to review draft document
- Service Provider to make changes to draft as per SCMBSC meeting
- The final Draft with amendments as per SCMBSC will be forwarded to the Employer for approval by the Director to go to tender
- Only once Director approval has been obtained, will a tender number, advert dates, tender closing dates and tender box number be issued by Supply Chain Management
- Service Provider to finalise document by incorporating tender number, advert dates, closing dates and tender box number and send to Employer electronically for final review
- Final approved documents, typically 20 to 30 documents, to be printed and submitted to the Civic Centre's 2nd floor, the day before the tender is advertised.

The length of this process varies but, director approval is required by no later than 12pm on the Wednesday, ten (10) days prior to the advert date, which will be a Friday. The process typically therefore takes two to three weeks between SCMBSC and tender advertisement. **It is therefore imperative that the Service Provider take no more than two working days to make the changes specified at SCMBSC and submit the document for tender approval.**

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 which will present all the important tender and contractual requirements, scope of works and any important amended specifications and respond to all queries received during this period. Any Notices or amendments that are required during the tender period shall be drawn up by the Service Provider and submitted to the Employer's project manager electronically so that the Notice/amendment can be sent out by SCM. **No notices shall be sent out directly by the Service Provider.**

The procedure once the tender has closed is as follows:

- Tender documents go to SCM for compliance checking (this can take one to two weeks)
- The Service Provider will be notified to collect the documents
- The Service Provider will evaluate all valid tenders in accordance with the tender conditions and shall prepare a **curtailed evaluation report** as described further below.
- Should any correspondence be required for clarification, the Service Provider shall prepare the draft correspondence and submit it to the Employer's project manager. All correspondence to tenderers during the tender evaluation phase must be agreed on in a Bid Evaluation Committee meeting and must be sent out by SCM. **No correspondence or request for information or clarification shall be sent to any tenderer directly by the Service Provider.**
- The Service Provider, represented by at least one of either the Project Leader, shall form part of the Supply Chain Management Bid Evaluation Committee (SCMBEC) and shall attend the SCMBEC meetings.
- It is often required that more than one SCMBEC meeting be held.
- The SCMBEC will finalise a Report to the Bid Adjudication Committee (BAC) for final award. The Service Provider is not required to attend the BAC meeting
- The 21-day appeal period will commence from the date of the letter issued to the successful tenderer after the BAC resolution has be published.
- If there are no appeals the contract will be awarded after the 21-day appeal period.

The curtailed tender evaluation report should not include any determinations of responsivity or recommendations for award. It should only carry out an analysis of the completeness of all tenders, analysis of rates for sensitivity and unbalancing, check for arithmetical errors and provide guidance of possible clarification that may be required. Where key staff is specified in the construction tender document, the Service provider shall compile a spreadsheet of the key staff and summary of the projects or other requirements for key staff for every tender submitted.

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The time between tender advert and the final award after the 21-day appeal period is typically three to five months if there are no appeals.

An appeal can further delay the award by a number of months, or result in the tender being withdrawn. It is therefore critically important that the Service Provider ensures that the contract documents are meticulously reviewed, accurate, unambiguous and that any special requirements in the document are feasible and attainable. If a tender is withdrawn and needs to be re-advertised due to an error that is attributable to the Service Provider, the Service Provider will carry out Stage 4 of the Normal Services for the retender at no charge to the Employer and any outstanding fees for this stage will only be paid on the successful completion of the retender. If a tender is withdrawn and not re-advertised due to an error that is attributable to the Service Provider, the Fees for Stage 4, including the printing of the documents will not be paid to the Services Provider as the Employer has received no benefit from these services

The Service Providers fee for Stage four of Normal Services shall be sufficient to cover the costs of attending one document review meeting with the Employer's project manager, One SCMBSC meeting and up to three SCMBEC meetings. Any further SCMBEC meetings required will be covered under Item 1:3 Time Based Costs.

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

Deliverable for stage 4 are but not limited, to:

- Attendance at review meeting with Employer's project manager
- Attendance at SCMBSC meeting
- Final Tender Document and printed documents, MEMORY STICK with drawings and electronic bill of quantities if required
- Attending, presenting at and presiding over the Tender Clarification Meeting
- Tender clarification meeting minutes and draft Notice to Tenderers
- Tender evaluation report
- Attending SCMBEC meetings
- Populating the draft report to BAC
- Final signed contract document

Full payment for Stage 4 of the Normal Services will be made based on the cost proposal and actual costs incurred as back up by approved time sheets. The project Leader and one other relevant staff member will be allowed to attend Bid committee meetings in terms of time and cost booking. Time for attending meetings of any additional staff from the service provider shall not be claimable. Work-in-progress payment will be made monthly, provided evidence of work completed to date of invoice can be produced.

Stage 5 – Contract Administration and Inspection

The Service Provider shall provide those services as required to manage, administer and monitor the construction contract, including co-ordination of the inspection of the works as and when necessary.

The Service Provider shall fulfil the role of the Employer's Agent as described in SAICE GCC 2015 for all construction contracts and shall also, in particular, ensure that all payment certificates, preferential procurement and labour returns, and contract participation expenditure reports are timeously submitted. Monitoring of program and progress, budget and expenditure is of paramount importance, so as to ensure the contract value which cannot under any circumstances be exceeded.

The service to be provided shall include, where necessary the detailed checking of construction drawings prepared for the contractor for implementation.

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

The service provider will establish and maintain a financial control system that will ensure conformity to project rollout

Deliverables for stage 5 are, but not limited, to:

- Minutes of site hand over meetings and monthly site meetings and technical meetings
- Submitting approved monthly payment certificates and labour reports on time
- Submitting updated monthly cash flows
- Compiling Variation Orders in terms of the applicable GCC and contract data where required
- Adjudication of claims in terms of the applicable GCC where required
- Practical Completion Certificates
- Compilation of snag lists

- Completion Certificates
- Final payment certificate

The tendered rate for Stage 5 shall be per month or pro rata for parts of a month. Pro rata daily costs shall be calculated by multiplying the monthly cost by 12 (months in a year) and then dividing by 365 (days per year). The pro rata monthly days shall be measured as calendar days. Measurement for the time will start on the commencement date of the contract and will be paid until the date stipulated on the Certificate of Completion. The tendered rate shall cover all of the Service provider's time, overheads, printing, and other incidental costs incurred by the Employer's Agent and any support or administrative staff in carrying out the duties required in stage 5 of a project.
The payment for Construction Monitoring services staff is allowed for in Item No. 3: Site Supervision in the schedule of rates and conditions is as set out in clause 7.2.1.3 Additional Services: Construction Monitoring below. An amount equating to 5% will be retained as part of the site supervision payment and 50% of this will be released post achieving completion and the balance paid post the 12 month defects liability period per construction project.
Payment of Services for Stage 5 will be made based on the cost proposal and actual costs incurred as back up by approved time sheets. Work-in-progress payment will be made monthly provided evidence of work completed to date of invoice can be produced. The tenderer must ensure that the fee tendered will cover the costs of all the requirements of this stage.

Stage 6 – Close-Out

The Service Provider shall complete the project close-out as described in the guideline scope of services, including monitoring over the defects liability period and issuing of final snag lists and approval certificates.

As-built plans and drawings shall be submitted to the Employer in electronic format (preferably .dwg, otherwise .dxf, and also in PDF format) 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. And be submitted in the prescribed close out stage gate format for approval.

The other deliverables for stage 6 to be supplied:

- Library of before and after photo record
- Confirmation of completion of snags
- Final Approval Certificate and final payment certificate for the release of retention.
- Risk register close out
- OHS close out report
- All EPWP record with supporting documentation.
- CD or memory stick x2 containing pdf copies of all the service provider's deliverables for project as well as all the contractual documentation generated during the construction contract, including all construction drawings, approved programs, signed site meeting minutes, technical meeting minutes, variation orders, claims, claims rulings, OHS and environmental audit reports, payment certificates, and the various completion certificates.

Payment for Stage 6 of the Normal Services will be made based on the cost proposal and actual costs incurred as back up by approved time sheets. Work-in-progress payment will be made monthly provided evidence of work completed to date of invoice can be produced.

General Framework Contract Deliverables:
A final deliverable on this contract is a Contract close out report for the appointment as a whole. This report must be delivered to the framework contract manger before the contract expires at the end of the 84 months. This report must include the following:

1) General information for this appointment:
    a. Appointment date
    b. Contract expiry date
    c. Total number of purchase orders
    d. Total fees claimed on the framework appointment

2) General Info for each Purchase Order/projects
    a. Project manager
    b. Purchase order number
    c. Appointment information (Letter of appointment as an annexure) including the stages of normal services for which the appointment was made
    d. Project deliverables completed

e. If contraction was carried out, construction contract details including
   i. Contract number
   ii. Contractor
   iii. Brief Contract Scope of works
   iv. Award value
   v. Final construction value
   vi. Date of issue of completion certificates
   vii. Library of before and after photo record
   viii. End of Defects Liability Period

3) General lesson learnt on framework contract for improvements on future framework contracts

7.2.1.3 Additional Services

Targeted Procurement

The Service Provider shall provide all services related to targeted procurement in respect of the construction contract including, but not limited to, incorporation of targeted participation goals, the measuring of key participation indicators, and auditing compliance by the construction contractor (including the receiving and collation of documentary evidence submitted by the Contractor in this regard).

Service Enquiries/Wayleave Applications

The Service Provider shall be responsible for all initial service enquiries/wayleave applications from various other service authorities, the requirements of whom shall be carried through into the designs and tender documentation as necessary and cost of this is provided in item 1.2.1 of the Schedule of Rates.

The Service Provider shall ensure that the information provided in the wayleaves are correct and accurate by non-invasive (radar etc.) methods if necessary before proceeding with detail design and cost for this item to be provided in Section 6 of the Schedule of Rates

Act as Leader of the Professional Team

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

The Service Provider will be required to provide all standard services described in the Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000) as determined by The South African Council for the Project and Construction Management Professions (The SACPCMP Guidelines 2019). Remuneration shall be part of all normal services, Item Nos. 1.4

Architectural Services

The Service Provider will be required to provide architectural services as required in terms of the detailed scope as set out above and as provided for in the Professional Fees Guideline in respect of services provided by person(s) registered in terms of the Architectural Profession Act, 2000 (Act No. 44 of 2000), Board Notice 121 of 2015 as gazetted in Government Gazette No 38863, 12 June 2015.

Town Planning Services

The Service Provider will be required to provide town planning services as set out in the Planning Professional Act. No. 36 of 2002.
The services provider will be required to undertake a contextual analysis of the site and its broader context and to obtain the required land use approvals so that the project can be delivered.
The town planner will provide a conceptual spatial development framework for the sites, addressing location of transport infrastructure, provision for future alternative land uses (such as small scale commercial and service industry), provision of public space, landscaping, building height, pedestrian facilities such as colonnades, pedestrian and vehicular access arrangements, provision for informal trading.

Quantity Surveying Services

The Service Provider will be required to provide "building and engineering works services" as required in terms of the detailed scope as set out above and as defined in section 1.6 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) published as SACQSP Board Notice 170 of 2015 in Government Gazette No 39134 of 28 August 2015 (SACQSP Guidelines 2015).

Public Participation

Where the use of public participation services is needed, provision is made in the schedule of rates under item no. 1.4.6 in line with the legislative process. In close collaboration with the representative group and the City, a Management Model and implementation plan needs

Social Facilitator

Where the use of a social facilitator is needed, provision is made in the schedule of rates under item no. 1.4.7 and will only be allowed to assume their duties once the stakeholder management plan (Communication Execution Plan) has been approved. See typical example of CEP reference under list Annexes on page 136.

Environmental Officer

The Service Provider shall provide from within its own organisation or, if necessary, appoint as a sub-consultant, a suitably experienced Environmental Officer (EO) whose responsibilities shall be as follows:
(a) to prepare a project specific Construction Environmental Management Programme (specification) (C-EMP) for inclusion into the construction tender/contract document.
(b) to assist the Engineer in ensuring that any necessary permits are obtained.
(c) to convey the contents of the C-EMP to the Contractor's site team, and discuss the contents in detail with the Contractor, as well as to conduct induction and environmental awareness training sessions to the Contractor's and sub-contractor's workforces, as and when necessary.
(d) to monitor and verify that the C-EMP is adhered to at all times, and to inform the Engineer if the specifications are not followed.
(e) to review construction method statements for approval by the Engineer
(f) to assist the Engineer and Contractor in finding environmentally responsible solutions to problems.
(g) to provide a report on environmental compliance issues (with photographic evidence, if applicable) at the monthly site meetings or any other meetings that may be called regarding environmental matters.
(h) to ensure that all activities/incidents concerning the environment are recorded in the site records, to monitor and review such records and advise the Engineer of any action necessary.
(i) to inspect the site and surrounding areas with regard to compliance with the C-EMP.
(j) to advise the Engineer on the imposition of penalties or fines specified in the C-EMP, or the removal of person(s) and/or equipment not complying with the specifications

Provision for the appointment of sub-consultants to undertake environmental impact assessments a rate will be allowed as per the item 1.4.11 in the schedule of rates.

Allowance for work of this nature has been made for in item 1.4.8 in Additional Services 1.4 of the Schedule of Rates for a Registered Environmental Assessment Practitioner (EAP) and a Registered Candidate EAP as well as environmental work support staff. The EAP's must be registered in their respective positions with the Environmental Assessment Practitioners Association of South Africa.

Allowance for work of a Registered Environmental Officer in Schedule of Rates is made provision for in item 1.4 of the Schedule of Rates

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

All travel expenses to the Site for audits and site meetings will **be covered by the tendered rate** and payment shall only be made for that portion of the distance that exceeds 20 km, paid for separately under item 4.2 in the Schedule of Rates.

A detailed cost proposal outlining the required deliverables and the proposed time and cost of the EAP's for environmental works must be submitted for each works order where such work is required. The cost proposal shall be agreed upon and shall not be exceeded without written motivation to, and approval from the relevant project manager. Only the actual hours booked, as backed up by approved timesheets, shall be claimable. If the full amount of hours in the proposal are not utilised the service provider shall not be entitled to claim those hours not utilised.

Heritage Impact Assessments

Assumption of responsibility for completion of requisite heritage process where necessary, in terms of current legislation. Provision for the appointment of sub-consultants to undertake heritage impact assessments a rate will be allowed as per the item 1.4.12 in the schedule of rates.

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Security Personnel

All security staff employed by the Service Provider under item 6.4 for the purpose of protection during the following Stages 1 to 5 must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the Principal Agent upon request. The minimum of two security personnel must be made available during these visits/inspections when required.

PTI and Road Related Surveys / Counts

Public transport and road related survey counts will be carried out. The duration, positions and number of the counting stations will be as agreed in the start-up meeting from the employer's project management team.
The minimum information required from the counts is:

- 12-hour duration of counts
- define directional movement of different user types
- Counts during stage 2 and to be included in close out report.

Counts must not take place during December, any school holidays or over a period which includes any public holidays.
Payment for surveys is allowed in item 3.4 of the schedule of rates, and payment for the use of camera / recording equipment during surveys to be allowed within the rate of the supervisor in item 3.4(c).
Payment for use of drone technology will be allowed as per the item 3.4(d) and include the cost of the drone pilot

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 Representatives/Employer's Agent's Representative) on site. For this reason, it is specified that a level to be determined per project construction monitoring service (as per the Guideline Scope of Services document referred to above) must be provided by the Service Provider, as agreed with the Employer for each contract. Level 3 full time construction monitoring staff shall adhere to the contractor's working hours including overtime, weekends and night work and shall be on site until the day's work is completed.

Some work may have to take place outside normal working hours including at night and during weekends and on public holidays, in order to maintain traffic flow.

The Service Provider shall, when called upon to do so by the Employer, submit a fully motivated proposal for which complies with additional key personal requirements for such a construction monitoring to the Employer for approval.

The rates tendered for construction monitoring staff in Section 3.1 of the Schedule of Rates shall cover the full cost to company, site allowances, over time, overhead costs, additional mark-up and profit of the specified person. In tendering a rate, cognisance should be taken of the required amount of experience for each position. The tendered rates, will be applicable to all Service Providers' construction monitoring staff

The proposal shall name the individual(s), provide details of their experience, the anticipated duration of their involvement and the tendered monthly cost in respect thereof. Daily costs for project durations that include a portion of a month will be calculated on 25 working days per month. Construction monitoring staff will be paid over the year end break, if applicable.

Site staff will be paid for monthly or pro rata monthly for the duration of the contract i.e. from the commencement date of the contract, or if site staff is not available from the construction contract commencement date, from the date the site staff start working on the project full time, that is if it is after the commencement date, until the date of the issuing of the Practical Completion Certificate. Once the practical Completion Certificate has been issued, the site staff will be reduced to only the senior member of the site staff team (if the team consisted of more than one member) until the Certificate of Completion has been issued. Should there be delays in the award of the contract that are not attributable to the Service Provider, and the service provider can show that the site staff were specifically hired on contract for the project in question and that the relevant staff cannot be utilised elsewhere, the site staff shall be paid for at 75% of tendered rates from the end of the 21-day appeal period until the contract is awarded, officially withdrawn or until the delay is otherwise resolved. **No payment for site staff shall be made for delays that are attributable to the Service Provider.**

As far as the minimum requirement criteria for Site staff supervision is concerned it should conform to the requirements outlined in Clause 13: Key Personnel, II Construction Monitoring Staff.

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

The rates tendered for Item No. 3.1: Site Supervision of the Schedule of Rates should cover the full cost to company, site allowances, over time, overhead costs, additional mark-up and profit of the specified person.

[redacted]

Service Provider to ensure that, during the construction phase in terms of their contract monitoring responsibility, the constructed works complies with and adheres to the detailed design as signed off by responsible official of the COCT's Urban Mobility Directorate.

Site staff monitoring Contract works are expected to carry out daily cost reconciliations to keep accurate records of expenditure to ensure that there is no over expenditure on contracts.

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** 2014.

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 fact that **in terms of the Construction Regulations 2014, Competent Agents must be registered with South African Council for project and Construction Management Professions (SACPCMP) in the appropriate category.**

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 and 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).

Specific rates for the work to be carried out in this regard have been allowed in the schedule of rates. The service provider must provide rates for each of these items. If the work is being subcontracted, the rates must include all mark-up, administration fees and profit.

Any additional services required by Health and safety agents shall be agreed upon beforehand and reimbursement will be made on a time and cost basis at the rates tendered under Section 1 of the Schedule of rates.

Deliverables
The **specific deliverables** required for each project in order to claim for the work done are as follows:

- **Application for Works Permi**t from the Department of Labour for projects exceeding R60 million (or as adjusted) as required - full compensation for all work carried out and expenses incurred in this regard will be covered by Item 3.2(a) of the Schedule of Rates
- **Baseline Risk Assessment** – full compensation for all work carried out and expenses incurred in this regard will be covered by Item 3.2(b) of the Schedule of Rates
- **Site Specific health and safety specification** - full compensation for all work carried out and expenses incurred in this regard will be covered by Item 3.2(c) of the Schedule of Rates
- **Approval of Health and safety file** - full compensation for all work carried out and expenses incurred in this regard will be covered by Item 3.2(d) of the Schedule of Rates
- **Site health and safety audit reports, including scores** - full compensation for all work carried out and expenses incurred in this regard, including attending monthly site meetings will be covered by Item 3.2(e) of the Schedule of Rates. The tendered rate should cover the costs per audit and must include for attending monthly site meetings.
- **Site close out Report** - full compensation for all work carried out and expenses incurred in this regard will be covered by Item 3.2(f) of the Schedule of Rates

All travel expenses to the Site for audits and site meetings will be paid for separately under item 4.2 in the Schedule of Rates

7.2.2 Laboratory Services

The Service Provider will obtain rates for the tests specified in the Section 5 of the Schedule of Rates from a SANAS accredited laboratory at tender stage. Any profit, management fees and mark-up applied by the Services Provider must be included in the tendered rate. The rates tendered in the Schedule of Rates will be used for

investigation purposes only. Testing during construction shall still be procured through an open tender process and will be paid through the construction project.
All other work, analysis and site inspections carried out in connection with the materials investigation shall be included in the fees tendered Normal Services for Stage 2.

All the materials testing during the design and investigation stages of the normal services will be carried out by a SANAS accredited laboratory. The service provider is to obtain rates for the items provided in Section 5 of the Schedule of Rates. These rates will be applicable, with contract price adjustment as per the contract data, for the duration of the appointment. The Service provider will be responsible for managing the laboratory during the investigation process to ensure that timelines are met.

For quality and acceptance control testing purposes for a construction project the service provider will have to procure the services of a laboratory through an open tender process for each construction project. Payment items.in pricing schedule 6 will cover all the costs associated with procuring laboratory services for construction projects in terms of the City's Supply Chain policy and will be paid per number of tenders advertised. The tendered rate shall include full compensation for compiling the tender documents as and when required, placing the tender adverts in two Cape Newspapers (one English, one Afrikaans), evaluating the tenders and providing the Employer with an evaluation report and recommendation for award.

7.2.3 Recoverable expenses (disbursements)

Printing

The rates tendered for printing and binding shall cover all costs associated with printing as described in the Schedule of Rates in item 4.1. Printing shall only be paid for deliverable reports, tender documents, books of drawings and any other printing specifically requested by the Employer.

7.2.4 Travel expenses

Full time construction monitoring staff, shall be reimbursed for travelling expenses for the return trips to site and mileage on site in execution of their duties. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips where journey has been properly documented and recorded.

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
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 and shall be claimed, on provision of evidence under item 4.2 of the Schedule of Rates.

7.3 Time frames / Milestones

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

The Service Provider will be expected to prepare a project schedule for each project and once agreed and signed off by the City's designated Project Manager, it will become the timeframe commitment for that project. The Service Provider is expected to ensure that the programme is adhered as stated in section C1.2. Contract Data: Period of Performance: (4) Timeframes for Deliverables and to intervene timeously if necessary.

It is the service provider's responsibility to manage the work, ensure deliverables are submitted on time

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

7.4 Appointment and management of sub consultants

All appointments of the necessary sub-consultants must be in place at the time work commences on this programme. The onus is on the Service Provider to ensure that the sub-consultants are appointed and managed in such a manner that they can carry out the work required of them in a timeous manner. The employer does not have any standardised documentation in this regard. The Service Provider will be held responsible for any delays in submission of deliverables caused by sub-consultants or the late or slow appointment of sub-consultants.

[redacted]

7.5 Places for the Performance of Specific Tasks

It is anticipated that the majority of the work involved in the reporting, preliminary design and detail design and tender stages will be undertaken at the Service Provider's local office. The inspection of existing situations, determination of future needs and the construction monitoring service (if applicable) will take place Citywide within the City of Cape Town Municipal boundaries. Any construction monitoring service will take place at the site of the project.

Tenderers shall operate from a local office in the Cape Town Municipal area, through which all communication with the employer will flow, and where the majority of work in terms of this tender will be carried out. The address of the local office will be that as indicated on Part C1.2 Contract Data, Information Supplied by the Tenderer and which will be regarded as the domicilium citandi et executandi for the purposes of any contract arising from this tender submission. NB: Key personnel must operate from a local office in the Cape Town Municipal Area for the full duration of the contract.

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

7.6 Reporting Requirements

Progress meetings with service providers will be held every six weeks. These will be set up in advance on award of this tender and the progress on all projects and deliverables will be reported on. The Project leader and one other representative from the service provider will be reimbursed at tendered rates for attending these meetings. The time for any additional staff attending these meeting will not be reimbursed.

Once a construction project is underway, the Service Provider shall submit monthly progress versus expenditure reports to the Employer showing expenditure in respect of both the Service Provider's appointment and the construction contract together with the anticipated spend to the end of the financial year in question. Format for same to be agreed with the Employer.

Each project deliverable as outlined in table 7.3. will have a unique project number with a specific start and end date, along with full details of resource allocations to such project/s. These details shall form part of any invoicing submitted to the Employer.

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 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 any construction contractor's contract, together with the anticipated spend to the end of the financial year in question. Such cost reports shall include a breakdown of both work types and categories of staff used in therein, citing the project number under which the work was issued.

A preliminary Project Close-Out Report shall be submitted to the Employer 4 calendar weeks after the Certificate of Completion having been issued, which shall be updated as necessary and re-submitted within one month of the issue of the Final Approval Certificate.

8. REFERENCE DATA

Appendix C4.2 contains a list of relevant reference documents that shall be kept in the office of the Service Provider for the duration of the contract. The Employer has various internal standards, specifications, templates and procedures to be adhered to – details of which will be made available to the appointed Service Provider as and when required for reference purposes.

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

The following construction contract documents shall be used for this project:

- The General Conditions of Contract for Construction Works (Third Edition, 2015) published by SAICE or any subsequent updates or revisions as may be published and adopted during the contract period.

- The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 or any subsequent updates or revisions to COLTO as may be published and adopted during the contract period.
- The COTO Standard Specifications for Road and Bridge Works for South African Road Authorities, 2020.
- CIDB Standard Conditions of Tender as contained in Annex C of Government Gazette No. 42622 of 8 August 2019.
- CIDB standardised procurement documentation.

10. APPROVALS

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

(a) All approvals in terms of Clause 5.5 of the Contract Data
(b) Approval of the implementation programme from the Employer,
(c) Approval of the conceptual and preliminary designs from the Employer,
(d) Approval of the project from Heritage Western Cape (*if required*),
(e) Approval (authorisation) of the project from the Department of Environmental Affairs and Development Planning (*if required*),
(f) Obtaining a Water Use Licence from the Department of Water and Sanitation (*if required*)
(g) Approval of the detail designs, drawings and contract documents from the Employer,
(h) Wayleave approval from all service authorities,
(i) Approval of the accommodation of traffic plans from the Employer and Traffic Department,
(j) Approval of the construction monitoring proposal from the Employer,
(k) In respect of time based services, approval of the allocation of staff from the Employer.
(l) Approval for the employment of specialist sub-consultants from the Employer.
(m) Approval of extensions of time granted to contractors 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 Contractor is found to have breached and of the conditions contained in the **Preference Schedule** (unless proven to be beyond the control of the Contractor).

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

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 construction, which the conditions of contract make provision for.

In order, however, to comply with the requirements of the **Preference Schedule**, the Contractor shall submit to the Employer's Agent, on a monthly basis, a **B-BBEE Sub-Contract Expenditure Report**. The format of this report is provided in Annex 1 attached

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

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

11.3 Sub-contracting procedures

Any specialist study or investigation required may only be carried out with the approval of the Employer and shall be paid for as a recoverable expense (disbursement). Supply Chain Management Policies and Procedure will apply i.e. a competitive process involving three quotes is normally required for appointment values under R300 000 including VAT, whereas a full competitive tender is required where the amount exceeds this value.

The Employer together with the Tenderer shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Tenderer

The Tenderer shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Tenderer shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

Where subcontractors are also key personnel that their contract must be for the duration of this contract and any changes requires permission of Employer.

11.4 Forms for contract administration

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

a) B-BBEE Sub-contract Expenditure Report (Annex 1)
b) Joint Venture Expenditure Report (Annex 2), if applicable

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

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

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

12. FORMAT OF COMMUNICATION

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy or PDF 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 in electronic format (e-mail).

All plans and contract documents submitted for approval shall be in hardcopy format (unless stipulated otherwise) and shall be signed and dated by the Service Provider. All work issued to the tenderer will have a unique project number under which the work was issued, when the work item is invoiced, the same project number must be cited along with full details of resourcing allocation/s relating to each work item.
The formal lines of communication will be agreed upon by all parties as part of the kick off meeting and adhered throughout the life cycle of the contract.

13. KEY PERSONNEL

The Service Provider shall at all times maintain the involvement of the following key personnel as the exigencies of this contract require, as stipulated in Clause C.2.1.4.2 of the Tender Data in this document. The service provider must supply the following key staff throughout the duration of the contract.

(a) A Project Manager (Engineer or Technologist):

- who is a professionally qualified specialist with a National Qualifications Framework (NQF) Level 7 and registered with a relevant built environment professional body recognized in South Africa. Must have ten years' verifiable post qualification experience on a minimum of five successfully completed roads related projects up to issue of certificate of completion and one must equate to a construction value of R30 million (vat incl.) and is familiar with green building principles

Project Leader will ultimately be responsible for all works undertaken on this contract and as such shall at a minimum be expected to do the following:

- be the primary contact person at the service provider and shall compile, receive and respond to all contractual communications between the service provider and the Employer
- review, approve and sign all reports and drawings being submitted
- attend all start-up meetings, site inspections and design discussion meetings
- attend all Supply Chain meetings as described in 7.2.1.2, Normal Services, Stage 4
- attend all site clarification meetings

(b) A Transport Planner Engineer or Technologist:

- who is a professionally qualified specialist with a National Qualifications Framework (NQF) Level 7 and registered with a relevant built environment professional body recognized in South Africa. Must have ten years verifiable post qualification experience in successfully completed three public transport related projects up to issue of certificate of completion, and one project must equate to a construction value of R15 million (vat incl.).
- 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.

(c) An Architect:

- A professionally qualified architect with an NQF 7 registered with the South African Council for the Architectural Profession (SACAP),and is familiar with green building principles
- at least eight years' verifiable post graduate experience.
- experience in the design of complex civil engineering or building projects as defined by SACPCMP.
- provided architectural input into at least two public transport interchange (PTI).

[redacted]

(d) Urban Planner/Designer:

- who is preferably with a minimum of eight (8) years verifiable post graduate experience. A track record in transport related design is compulsory, as would knowledge of green building principles. The Urban Designer will undertake the identification of any specialist investigations and develop a special framework to ensure the creation of a vibrant, integrated urban environment where the boarder urban needs of public transport users and more specifically pedestrians are to take precedence. The spatial framework shall inform the conceptual layout and detail design of the facility

Construction Monitoring Staff:

In addition to the Key Staff requirement described above which are necessary for the CIDB tender contract responsiveness, the following minimum requirement criteria shall be applicable for construction monitoring staff and other junior staff in this tender contract:

The service provider must supply the following Construction monitoring staff before the award of a construction contract. The Employers Representative will allocate the relevant site staff as required by the contract.

Construction Monitoring Staff for projects exceeding 24 month contract period.			
	Role	**Qualifications**	**Experience**
1.	Senior Engineer's Representative (ER)	Engineer/Technologist with relevant professional qualification and registration	12 years, acted as the senior ER/EAR on at least two projects relating to PTI, road projects, of which two must have been in an urban municipal environment.
	Employer's Agent's Representative (EAR)	Engineer/Technologist with qualification in civil engineering	10 years, acted as the senior ER/EAR on at least five projects relating to PTI, road projects, of which two must have been in an urban municipal environment
Construction Monitoring Staff for projects with a 12 month contract period.			
2.	Engineer's Representative	Engineer/Technologist with relevant professional qualification and registration	8 years, acted as the senior ER/EAR on at least two projects relating to Public transport and or, road projects, of which one must have been in an urban municipal environment
	Employer's Agent's Representative (EAR)	Engineer/Technologist with qualification in civil engineering	10 years post qualification experience, acted as the senior ER/EAR on at least two projects relating to Public transport, road projects, of which one must have been in an urban municipal environment
Where it is deemed necessary the following contract management staff will be employed with the approval of the Employer.			
3.	Junior Engineer's Representative	Engineer/ Technologist with relevant professional qualification and registration	3 years post qualification experience and shall have acted as the Assistant Engineer's Representative on at least two PTI or public transport related , road and or building projects
	Assistant Engineers Representative	Engineer/Technologist with qualification in civil engineering	5 years post qualification experience and shall have acted as the Assistant Engineer's Representative on at least two PTI or public transport related , road or building projects
Where deemed necessary by the Employer, a Junior ER/EAR will be mentored part time, as agreed, by a senior ER at no additional cost to the Employer. For contracts exceeding R30.0 million, where an Assistant ER/EAR is required, a Junior ER/EAR shall be utilised.			
4.	Students and graduates: Students and junior staff or graduates that do not meet the experience criteria of any of the above positions that require site experience can be accommodated on site as Assistant Engineer's		

* **Important Note: An amount equating to 1% will be retained as part of the site supervision payment and 50% will be released post achieving completion and the balance paid post the 12 month defects liability period per construction project.**

The following personnel service must be available during the course of this contract and be paid for on a time basis according to tendered hourly rates. Allowance for work of this nature has been made for by including hourly rates in Schedule of Rates in section 1.4 Provision for Time-Based Services
Such undertaking must be attached to the Schedule 18, Part T2.2: Returnable Schedules.

	Role	Professional Registration Requirements	Qualifications and Experience
1.4.1	Project Manager/ Project Lead	Relevant professional qualification and registration	With at least 10 (ten) years accumulative verifiable post qualification experience in Civil Engineering as well as at least 6 years as project leader.
1.4.2	Architect	Relevant professional qualification and registration with SACAP	An Architect who has experience in the design of complex civil engineering or building projects as defined by ECSA with at least 8 years' experience
1.4.3	Quantity Surveying	Quantity Survey with Relevant professional qualification and registration.	Category B: At least 8 (eight) years accumulative verifiable post qualification experience with at least 3 of those years working on medium complexity civil / building projects, with a least one project with a construction value greater than R15M (Fifteen Million Rand). Category C: 5 five years' experience
1.4.4	Spatial/Town Planning	Relevant Qualification / Experience	A Senior Town Planner who is in the Professional Planner category, with a minimum of six years' relevant experience in multiple facets of the Planning Profession and with very strong land use planning expertise and with some involvement in public transport planning projects,
1.4.5	Services of Specialist Consultant for PTT/IRT	Engineer with Relevant professional qualification and registration.	Five years verifiable experience of new technology for Public Transport Facilities and Interchanges and or more cost effective alternate methods of construction.
1.4.6	Public Participation Specialist/ Stakeholder Engagement specialist /	Relevant Qualification	Professional who is in good standing with least 4 years demonstrable recent experience as a public relations professional.
1.4.7	Social Facilitator	Relevant Qualification	Professional who is in good standing with least 4 years demonstrable recent experience as a public relations professional.
1.4.8	Road Safety Audit Specialist	Engineer with Relevant professional qualification and registration.	Four years verifiable post qualification in Road Safety audit experience, with a least one project with a construction value greater than R30M (Thirty Million Rand)
1.4.9	Geotechnical Specialist	Engineer with Relevant professional qualification and registration.	Category B: 8 (eight) years verifiable post qualification experience in geotechnical design of roads/bridges with at least one project with a construction value greater than R30M (Thirty Million Rand). Category C: 5 (five) years' experience

[redacted]

1.4.10	Electrical Engineer	Engineer with Relevant professional qualification and registration.	At least 8 (eight) years accumulative verifiable post qualification experience in the design of electrical services for medium complexity civil / building projects, with a least one project with a construction value greater than R15M (Fifteen Million Rand)
1.4.11	Environmental Specialist	Relevant (EAP)-Registered Qualification	Environmental Assessment Practitioner (EAP) with Five (5) years verifiable experience and who has provided environmental consulting input into at least five projects of a complex technical nature. Experience must further include 2 or more successfully submitted EIAs for large scale urban development projects. . Registered Candidate-EAP with 5 years experience
1.4.12	Heritage Specialist	Relevant qualification and registration in terms of the provision of Heritage Services as in terms National Heritage Act, 2005 (Act No. 645)	Five (5) years verifiable experience and who has provided heritage consulting input into at least five projects of a complex technical nature
1.4.13	Landscape Architect	Relevant professional qualification and registration	Category B With at least 7 (seven) years accumulative verifiable post qualification experience in landscape architecture.(Category C 5 five years and Category D 3 (three) years' experience
1.4.14	Mechanical Engineer	Relevant professional qualification and registration	Professional Mechanical Engineer/Technologist and fire engineer, who is registered as such with ECSA, with a minimum of eight years' verifiable post qualification which must be clearly demonstrated in the curriculum vitae provided.
1.4.15	Urban Designer	Relevant professional qualification and registration	An Urban Designer, with a minimum of (eight) 8 years' verifiable post graduate experience. A track record in transport related design is compulsory, as would knowledge of green building principles
1.4.16	Transport Planner/Engineer	Engineer with Relevant professional qualification and registration.	Transport Engineer/Technologist who is registered with ECSA, with a minimum of ten (10) years' verifiable post graduate experience in the planning and implementation of public transport projects, including taxi industry liaison
1.4.17	Structural Engineer	Engineer with Relevant professional qualification and registration.	Eight years verifiable post qualification experience in the design and construction management of bridge structures, with a list of 1 Bridge or 3 Pedestrian bridge projects completed in the last 10 years

14. MANAGEMENT MEETINGS

Please note all meeting items listed below must be done in accordance to the Transport Departments Standard Operating Procedure Manual

14.1 Management Meetings

Management and progress meeting will be held with the Employer every six weeks. The service provider will report on all issues relating to this tender and will also report on progress of all projects. These meetings can also be used as PMT start-up meetings and design discussion meetings should the need arise. Note however, that design discussions and PMT meetings should not be delayed in order for them to coincide with progress meetings. The Service Provider shall be represented at these meetings by at least one of the Key Personnel described in 13(a) or (b) above.

14.2 Community/Stakeholder Meetings

When required, the Service Provider shall 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. These meetings guided/handled in conjunction/consultation with the COCT Communications Unit (for Urban Mobility Directorate) and the Corporate Public participation unit.

14.3 Supply Chain Management (SCM) Committee Meetings

[redacted]

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, as described in detail in Stage 4 of Normal Services, if so required

14.4 Site/Technical Meetings

During the Contract Administration and Inspection stage of each project, the Service Provider shall convene and run monthly site meetings at which the Employer and contractor will be present, as well as any technical meetings with the contractor as may be required to ensure the successful implementation of this project. The Service Provider shall be represented at these meetings by the Contract Engineer/Employer's Agent and the senior site staff.

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 Schedule of Rates).

During the Contract Administration and Implementation stage of each project managed in terms of this appointment, the Service Provider shall convene and run monthly site meetings at which the Employer and contractor will be present, as well as any technical meetings with the contractor as may be required to ensure the successful implementation of this project. The Service Provider shall be represented at these meetings by the Contract Engineer/Employer's Agent and the senior site staff. Item 3.1 of the Schedule of Rates shall include for the provision of one site/progress meeting and two technical meetings per month – including the compilation and distribution of minutes.

15. CLAIMS FOR PAYMENT

The Service Provider shall only proceed with work for which an official purchase order of value sufficient for the scope in question, has been issued beforehand. 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 bearing the City's official Purchase Order (and associated line item) number for this project.

Invoices for work undertaken must be submitted monthly and shall include a schedule of the number of hours of work performed by each category of personnel as well as a schedule of the specific tasks performed / projects completed, along with the start and end dates of each task. This shall be provided in sufficient detail, to the employer's satisfaction, in order to meet Auditor General Requirements. All work items that are submitted for invoicing shall bear the employers unique reference number under which the work was issued to the service provider for investigation. Each invoice submitted shall be accompanied by electronic progress photos for each of the projects contained in such invoice. This shall be forwarded to the relevant PM to satisfy the Employers SAP PPM reporting requirements. The tenderer shall furthermore comply with any additional information requirements that may be imposed by the National Treasury and/or the Employer in this regard.

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 which inhibits the achievement of internal response times in terms of the timeframes for deliverables given in Clause 7.3 above
This includes, but is not limited to the following:

- Any cost exceeding the maximum value will be deducted from the Service Providers fee claims
- All costs associated with delay claims from contractors stemming from non-performance of the Service Provider

- All cost associated with abortive works cause by negligence, poor design and poor planning on behalf of the Service Provider

17. Market Feasibility Assessment and Land Release Plan

A market feasibility assessment is required to inform the Informal Trading Plan and possible land release aimed at creating business and commercial space in the area. The purpose of this stage will therefore be to investigate the economic development feasibility and to develop recommendations. The relevant role players (in collaboration with City officials and Councillors) need to be consulted regarding formal retail and commercial opportunities within the study area (extent, location, and land use mix) and to determine probable returns on investment. The views of potential private investors and developers need to be canvassed, including pre-conditions to attract private investments.

Informal Trading Plan Activities:

a) Assist and guide the PTI-precinct representative group to conduct a detailed informal trader survey and compile a database of informal traders within the identified areas. List and record the following
b) Location of the trader stall (capture with GPS co-ordinates), personal details (name, gender, age, address, Nationality SA identity numbers or work permits required) of the stall owner, Number of hours of trade per day and week,
c) Report to Consultative Forum on the findings of the trader survey, including explanation of benefits and implications of the Trading Plan.
d) Prepare a draft map of proposed restricted informal trading areas with demarcations for trader bays.
e) Consultant to obtain further mandates from Council Departments with regards to the envisaged Informal Trading opportunities.
f) Conduct all preparations for meetings/workshops i.e. hand-outs, presentation material, agendas, invitations and take minutes of all consultation and meetings.
g) Prepare memoranda / reports and recommendations to appropriate fora and/or standing committees of Council and Mayoral Committee.
h) Document all meetings with stakeholders. Attendance registers and photographic / video records of who attended as well as copies of any presentation material tabled will be required

Medium Works- construction value of precinct below R70 Million incl. VAT
Large Works – Construction value of the precinct above R 70 Million Incl. VAT

18. NON-PERFORMANCE

Failure to meet the requirements of this contract, either through negligence or poor or slow performance, will result in a **Notice of Dissatisfactory Service being issued. If a service provider receives a Third Notice of Dissatisfactory Service, it will be considered a Final Warning. If a fourth Notice is issued, the Employer may terminate the contract in terms of Clause 8.4.1(l) of the Contract Data.**

19. TRADE NAMES OR PROPRIETARY PRODUCTS

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

[redacted]

C3.2 Annexes

CONTENTS

Annex 1: B-BBEE Sub-Contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

ANNEX 1

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

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

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

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

[1]Documentory evidence to be provided

Signatures

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

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

[redacted]

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

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

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

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

[1]Documentary evidence to be provided

Signatures

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

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

[redacted]

PART C4: INFORMATION/DOCUMENTATION PROVIDED BY SERVICE PROVIDER

All of the aforementioned information, documentation, schedules as submitted/provided by the Contractor for **TENDER NO. 155C/2022/23** , are incorporated into this Memorandum of agreement by the mere reference thereof.

[redacted]

[redacted]

Certificate of Currency

We hereby certify that the undermentioned Insurance Policy has been effected from the 28th of December 2023, subject always to the terms and conditions of the Policy.

Class of Insurance:	Professional Indemnity
Insurer:	[redacted]
Policy Number:	[redacted]
Insured:	[redacted] SMEC Holdings Pty Ltd, SMEC International Pty Ltd, SMEC South Africa (Pty) Limited, SMEC International (Africa) (Pty) Ltd including their subsidiary and associated companies.
Period of Insurance:	31st December 2023 to 31st December 2024 (both dates inclusive) (4:00pm Eastern Standard Time applicable to both dates)
Scope of Cover:	Insurer will pay the Losses of the Insured that arises from any Claim first made against the Insured and which is notified to the Insurer during the Policy Period for any civil liability arising out of the conduct of the professional business.
Limit of Liability:	ZAR40,000,000 each and every claim made during the Period of Insurance and in the aggregate
Territorial Limits:	Worldwide excluding USA and Canada

[redacted]

Authorized Representative

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Certificate of Currency

We hereby certify that the undermentioned Insurance Policy has been effected from the 28th of December 2023, subject always to the terms and conditions of the Policy.

Class of Insurance:	Public and Products Liability
Reinsurer:	[redacted]
Policy Number:	[redacted]
Insured:	[redacted] SMEC Holdings Pty Ltd, SMEC International Pty Ltd, SMEC South Africa (Pty) Limited, SMEC International (Africa) (Pty) Ltd including their subsidiary and associated companies.
Period of Insurance:	31st December 2023 to 31st December 2024 (both dates inclusive) (4:00pm Eastern Standard Time applicable to both dates)
Scope of Cover:	Indemnifying the Insured in respect of legal liability to pay compensation in respect personal injury and/or property damage first happening during the Period of Insurance, caused by an occurrence within the Territorial Limits in connection with the business.
Limit of Liability:	ZAR20,000,000 each and every claim made during the Period of Insurance and in the aggregate
Territorial Limits:	Worldwide excluding USA and Canada

[redacted]

Authorized Representative

[redacted]

[redacted]

[redacted]

employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

CALL CENTER NO: 0860 105 350

CF REG NO : [redacted]
REG NO [redacted]
ISSUE DATE : 2024-04-19
CERTIFICATE NO : [redacted]

SMEC SOUTH AFRICA (PTY) LTD
[redacted]

A LETTER OF GOOD STANDING

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT 130 of 1993 (AS AMENDED).

With reference to sections 80, 82, 86 and 89 of Compensation for Occupational Injuries and Diseases Act 130 of 1993 (As amended), I hereby certify that:
SMEC SOUTH AFRICA (PTY) LTD
has complied with the requirement of the above Act and is at present in good standing with the Compensation Fund.

Nature of business :CONSULT ENG
Expiry date :2025-04-30

IMPORTANT NOTICE:

Any fraudulently obtained Letter of Good Standing shall constitute a criminal offence.

The Compensation Commissioner shall institute criminal proceedings against any perpetrators who unlawfully alter or deface this letter with intend to defraud or misrepresent facts contained therein.

PLEASE, use the Below link (Website Address) to check if the Letter of Good Standing is valid:
https://cfonline.labour.gov.za/VerifyLOGS

Yours faithfully

[redacted]

[redacted]

COMPENSATION COMMISSIONER

[redacted]

[redacted]