



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

MEMORANDUM OF AGREEMENT

FOR THE

**PROVISION OF PROFESSIONAL SERVICES RELATED TO
PLANNING, EXECUTION AND MONITORING OF VARIOUS
PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND
SECURITY**

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

[REDACTED]

[REDACTED]

CONTRACT NO: 171C/2022/23

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PREAMBLE

WHEREAS Tender 171C/2022/23 was awarded to [REDACTED] as a main for Area North and South in line with the Supply Chain Management - Bid Adjudication Committee resolution **SCMB 103/06/23** dated 26 June 2023 for the PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY, for a period not exceeding 60 months from the date of commencement.

AND WHEREAS it is recorded that this Contract will be governed by the provisions of the **Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015)** ("GCC"), read with the Contract Specific Data ("CSD") annexed hereto marked "PART C1.2: CONTRACT SPECIFIC DATA".

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

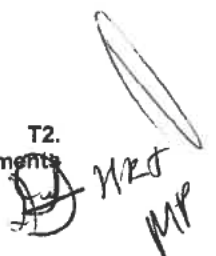
- 1.1 **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("the Employer"), herein represented by **Safety and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

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

2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the 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:

- 2.1.1. first,; the Form of Offer and Acceptance;


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- 2.1.2. second, the Contract Specific Data within the Contract Data;
- 2.1.3. third, the General Conditions of Contract;
- 2.1.4. fourth, the Scope of Work;
- 2.1.5. fifth, the Pricing Data; and
- 2.1.6. sixth, Parts and Annexures to this contract,
- 2.1.7. seventh, any other documents incorporated by reference.

- 2.2. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

3. APPOINTMENT AND DURATION

- 3.1. The Employer hereby appoints the Supplier to perform the Scope of Work for the Employer from **the date of commencement**.
- 3.2. Unless terminated earlier in accordance with the provisions of this Contract, this Contract shall terminate **after a period of 60 months from the date of commencement**.

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.
- 6.2. The Contractor will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 6.3. The Contractor will ensure that the Works will be of a satisfactory quality and fit for purpose.
- 6.4. The Contractor shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.
- 6.5. The Contractor will not conduct any activity of whatsoever nature, which may be detrimental to the Employer's reputation and goodwill.

7. PRICING DATA

- 7.1. The Contract Price for the Works shall be as set out in the Pricing Data marked "**PART: C2.1**".
- 7.2. The Contractor shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

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COMPULSORY ENTERPRISE QUESTIONNAIRE

CITY OF CAPE TOWN

TENDER NO: 171C/2022/23

Safety & Security

CONTRACT NO. 171C/2022/23

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.	
Section 1: Name of enterprise: [REDACTED]	
Section 2: VAT registration number, if any: [REDACTED]	
Section 2a: National Treasury Central Supplier Database registration number: [REDACTED]	
Section 2b: SARS Tax Compliance Status PIN: [REDACTED]	
Section 3: cidb registration number, if any: N/A	
Section 4: Particulars of sole proprietors and partners in partnerships N/A	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners	
Section 5: Particulars of companies and close corporations Company registration number: N/A Close corporation number: N/A Tax reference number: N/A	
Section 6: Foreign Bidding Suppliers	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☒ Yes ☐ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☒ No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	
a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	☒ Yes ☐ No
b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?	☒ Yes ☐ No
c) Does the tenderer have a permanent establishment in the Republic of South Africa?	☒ Yes ☐ No
d) Does the tenderer have any source of income in the Republic of South Africa?	☒ Yes ☐ No
e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	☒ Yes ☐ No

Tender
Part T2: Returnable Documents
Reference No.171C/2022/23

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Returnable Schedules

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

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

SIGNED ON BEHALF OF TENDERER:



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Returnable Schedules

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Returnable Documents

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PART C1 : AGREEMENTS AND CONTRACT DATA

TENDER NO: 171C/2022/23

Offer

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

CONTRACT 171C/2022/23 PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

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

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

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

Rand

..... (in words);

R (in figures)

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

Signature(s)

Name(s)

Capacity

for the tenderer

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

Date 15/11/2022

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

Tender
Part T2: Returnable Documents
Reference No. 171C/2022/23

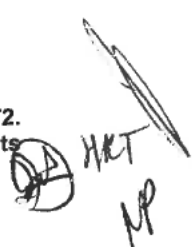
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Acceptance

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

The terms of the contract, are contained in:

- Clause 1 to 7, and the sub-clauses, cited in pages 1 to 4 above
- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

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

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

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

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

The Parties	Employer	Contractor
Business Name	CITY OF CAPE TOWN	
Business Registration	N/A	
Tax number (VAT)		
Physical Address	Tower Block, Civic Centre, 12 Hertzog Boulevard Cape Town 8001	
Accepted contract sum including tax	As per the Pricing Data	As per the Pricing Data
Accepted contract duration	The contract period will commence from date of commencement for a period not exceeding 60 months	The contract period will commence from date of commencement for a period not exceeding 60 months
Signed – who by signature hereto warrants authority		
Name of signatory		

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Signed: Date	19/12/2023	20/12/2023
Signed: Location	Cape Town	CAPE TOWN
Signed: Witness	[REDACTED]	[REDACTED]
Name of Witness	[REDACTED]	[REDACTED]

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Schedule of Deviations

TENDER NO: 171C/2022/23

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.

5 Subject Status per region.

Details The status of the bidder with respect to the region awarded to the tenderer in terms of this term tender process is recorded in the table below.

Regions ¹ :		East & Central	North & South
Status of contractor (tick as applicable):	Winner		✓
	Alternate		

Unused regions are to be struck through.

1 Subject **NONE**

Details **NONE**

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

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

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CITY OF CAPE TOWN

TENDER NO: 171C/2022/23

Safety & Security

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PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION
AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

C1.2 Contract Data**Data provided by the Supplier**

The name of the Supplier is [REDACTED]

The address of the Supplier is

Physical :
AddressPostal :
Address

Telephone :

Fax:

N/A

email :

SUPPLIER'S ANNUAL HOLIDAY PERIODS DURING DELIVERY PERIOD

Year 1 holiday period	Start date	15/12/2023	End date	3/1/2024
Year 2 holiday period	Start date	17/12/2024	End date	2/1/2025
Year 3 holiday period	Start date	17/12/2025	End date	5/1/2026
Year 4 holiday period	Start date	17/12/2026	End date	4/1/2027
Year 5 holiday period	Start date	17/12/2027	End date	3/1/2028

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CITY OF CAPE TOWN

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PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY**C2.2 Schedule of Rates****NOTES TO THE SCHEDULE OF RATES**

Tenderers are to be cognisant of the following points when completing the Schedule of Rates:

- a. Tenders will only be considered if the Schedule of Rates have been completed in its entirety.
- b. The Schedule of Rates set out the possible tasks that may be completed during the duration of the contract.
- c. The Schedule of Rates do not specify the number of tasks that will be executed during the Contract Period. The Employer will engage with the successful service provider regarding the necessary task/s as and when required by the Employer for each works project.
- d. All rates tendered in the Schedule of Rates shall be exclusive of VAT.
- e. There are no quantities applicable to the tender during the tender submission phase.

The Schedule of Rates comprises the following disciplines, which are all compulsory items. Where no rate is tendered, it will be deemed to be tendered as a "nil" rate:

Item Number	Description	Page No.
1	Structural Engineer	12
2	Civil Engineer	13
3	Geotechnical Engineer	14
4	Electrical Engineer	15
5	Mechanical Engineer	16
6	Fire Engineer	17
7	Land Surveying	18
8	Quantity Surveying	19
9	Construction Project Manager	19
10	Occupational Health and Safety Client's Agent	20
11	Architect	20
12	Heritage Architect	22
13	Landscape Architect	23
14	Conveyancing Attorney	25
15	Public Participation Facilitator	25
16	Interior Designer	25
17	Environmental Assessment Practitioner	25

Key Personnel (in bold and highlighted) in th above table is as per C.2.1.4.2:

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Item No. 1: STRUCTURAL ENGINEERING SERVICES**1.1 Review and take-over**

Services included herein is for the review of existing work executed by a professional service provider. It includes reviews of designs, recommendations, findings etc. and includes the compilation of a review report including recommendations.

The rate of 1.1.1 in the table below to be used for the appointed Lead consultant.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
1.1.1	Review and Review Report by Registered Professional Engineer	hr	R790.00	R839.00	R891.00	R946.00	R1 005.00
1.1.2	Review and Review Report by Registered Engineering Technologist	hr	R550.00	R584.00	R620.00	R659.00	R700.00
1.1.3	Review and Review Report by Registered Engineering Technician	hr	R350.00	R372.00	R395.00	R419.00	R445.00

1.2 Hourly Fee for Normal Services: Includes new projects, refurbishment, renovations and additions to facilities

Services included herein comprises all standard services as Gazetted by the latest applicable ECSA guideline of fees for normal services as outlined in stages 1 - 6 in the guideline, or part thereof including services related to new projects, refurbishment, renovations, alterations and additions to facilities

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
1.2.1	Execution of work in relation to the above: Registered Professional Engineer	hr	R790.00	R839.00	R891.00	R946.00	R1 005.00
1.2.2	Execution of work in relation to the above: Registered Engineering Technologist	hr	R550.00	R584.00	R620.00	R659.00	R700.00
1.2.3	Execution of work in relation to the above: Registered Engineering Technician	hr	R350.00	R372.00	R395.00	R419.00	R445.00
1.2.4	Execution of work in relation to the above: Candidate Engineer	hr	R300.00	R319.00	R338.00	R359.00	R382.00

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1.3 Technical Investigation Reports

Reports will include, as per the Employers requirement and scope of work - site visits, observations, site photos, reporting, recommendations and high level cost estimate, as required for individual works projects, at an hourly rate.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
1.3.1	Execution of work in relation to the above: Registered Professional Engineer	hr	R790.00	R839.00	R891.00	R946.00	R1 005.00
1.3.2	Execution of work in relation to the above: Registered Engineering Technologist	hr	R550.00	R584.00	R620.00	R659.00	R700.00
1.3.3	Execution of work in relation to the above: Registered Engineering Technician	hr	R350.00	R372.00	R395.00	R419.00	R445.00
1.3.4	Execution of work in relation to the above: Candidate Engineer	hr	R300.00	R319.00	R338.00	R359.00	R382.00

1.4 Additional Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
1.4.1	Construction Monitoring: Level 1	hr	R450.00	R478.00	R508.00	R539.00	R572.00
1.4.2	Construction Monitoring: Level 2	hr	R450.00	R478.00	R508.00	R539.00	R572.00
1.4.3	Construction Monitoring: Level 3	hr	R450.00	R478.00	R508.00	R539.00	R572.00

Item No. 2: CIVIL ENGINEERING SERVICES

2.1 Review and take-over

Services included herein is for the review of existing work executed by a professional service provider. It includes reviews of designs, recommendations, findings etc. and includes the compilation of a review report including recommendations.

The rate of 2.1.1 in the table below to be used for the appointed Lead consultant

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
2.1.1	Review and Review Report by Registered Professional Engineer	hr	R790.00	R839.00	R891.00	R946.00	R1 005.00
2.1.2	Review and Review Report by Registered Engineering Technologist	hr	R550.00	R584.00	R620.00	R659.00	R700.00
2.1.3	Review and Review Report by Registered Engineering Technician	hr	R350.00	R372.00	R395.00	R419.00	R445.00

2.2 Hourly Fee for Normal Services: Includes new projects, refurbishment, renovations and additions to facilities

Services included herein comprises all standard services as Gazetted by the latest applicable ECSA guideline of fees for normal services as outlined in stages 1 - 6 in the guideline, or part thereof including services related to new projects, refurbishment, renovations, alterations and additions to facilities

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
2.2.1	Execution of work in relation to the above: Registered Professional Engineer	hr	R790.00	R839.00	R891.00	R946.00	R1 005.00

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Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
2.2.2	Execution of work in relation to the above: Registered Engineering Technologist	hr	R550.00	R584.00	R620.00	R659.00	R700.00
2.2.3	Execution of work in relation to the above: Registered Engineering Technician	hr	R350.00	R372.00	R395.00	R419.00	R445.00
2.2.4	Execution of work in relation to the above: Candidate Engineer	hr	R300.00	R319.00	R338.00	R359.00	R382.00

2.3 Technical investigation Reports

Reports will include, as per the Employers requirement and scope of work - site visits, observations, site photos, reporting, recommendations and high level cost estimate, as required for individual works projects, at an hourly rate

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
2.3.1	Execution of work in relation to the above: Professional Engineer	hr	R790.00	R839.00	R891.00	R946.00	R1 005.00
2.3.2	Execution of work in relation to the above: Engineering Technologist	hr	R550.00	R584.00	R620.00	R659.00	R700.00
2.3.3	Execution of work in relation to the above: Engineering Technician	hr	R350.00	R372.00	R395.00	R419.00	R445.00
2.3.4	Execution of work in relation to the above: Candidate Engineer	hr	R300.00	R319.00	R338.00	R359.00	R382.00

2.4 Additional Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
1.4.1	Construction Monitoring: Level 1	hr	R450.00	R478.00	R508.00	R539.00	R572.00
1.4.2	Construction Monitoring: Level 2	hr	R450.00	R478.00	R508.00	R539.00	R572.00
1.4.3	Construction Monitoring: Level 3	hr	R450.00	R478.00	R508.00	R539.00	R572.00

Item No. 3: GEOTECHNICAL ENGINEERING SERVICES

3.1 Provision for Time-Based Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
	Provide time-based services on the instruction from the Employer in respect of services required.						
3.1.1	Registered Professional Geotechnical Engineer	hr	R850.00	R902.70	R958.67	R1 018.10	R1 081.23
3.1.2	Registered Professional Geotechnical Engineering Technologist	hr	R800.00	R849.60	R902.28	R958.22	R1 017.63
3.1.3	Registered Professional Geotechnical Engineering Technician	hr	R750.00	R796.50	R845.88	R898.33	R954.02

3.2 Hourly Fee for Normal Services: Includes new projects, refurbishment, renovations and additions to facilities

Services included herein comprises all standard services as Gazetted by the latest applicable ECSA guideline of fees for normal services as outlined in stages 1 - 6 in the guideline, or part thereof

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including services related to new projects, refurbishment, renovations, alterations and additions to facilities

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
3.2.1	Execution of work in relation to the above: Registered Professional Engineer	hr	R790.00	R839.00	R891.00	R946.00	R1 005.00
3.2.2	Execution of work in relation to the above: Registered Engineering Technologist	hr	R550.00	R584.00	R620.00	R659.00	R700.00
3.2.3	Execution of work in relation to the above: Registered Engineering Technician	hr	R350.00	R372.00	R395.00	R419.00	R445.00

3.3 Technical investigation Reports

Reports will include, as per the Employers requirement and scope of work - site visits, observations, site photos, reporting, recommendations and high level cost estimate, as required for individual works projects, at an hourly rate

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
3.3.1	Execution of work in relation to the above: Registered Professional Engineer	hr	R790.00	R839.00	R891.00	R946.00	R1 005.00
3.3.2	Execution of work in relation to the above: Registered Engineering Technologist	hr	R550.00	R584.00	R620.00	R659.00	R700.00
3.3.3	Execution of work in relation to the above: Registered Engineering Technician	hr	R350.00	R372.00	R395.00	R419.00	R445.00
3.3.4	Execution of work in relation to the above: Candidate Engineer	hr	R300.00	R319.00	R338.00	R359.00	R382.00

Item No. 4: ELECTRICAL ENGINEERING SERVICES

4.1 Review and take-over

Services included herein is for the review of existing work executed by a professional service provider. It includes reviews of designs, recommendations, findings etc. and includes the compilation of a review report including recommendations.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
4.1.1	Review and Review Report by Registered Professional Engineer	hr	R790.00	R839.00	R891.00	R946.00	R1 005.00
4.1.2	Review and Review Report by Registered Engineering Technologist	hr	R550.00	R584.00	R620.00	R659.00	R700.00
4.1.3	Review and Review Report by Registered Engineering Technician	hr	R350.00	R372.00	R395.00	R419.00	R445.00

4.2 Hourly Fee for Normal Services: Includes new projects, refurbishment, renovations and additions to facilities

Services included herein comprises all standard services as Gazetted by the latest applicable ECSA guideline of fees for normal services as outlined in stages 1 - 6 in the guideline, or part thereof including services related to new projects, refurbishment, renovations, alterations and additions to facilities

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
4.2.1	Execution of work in relation	hr	R790.00	R839.00	R891.00	R946.00	R1 005.00

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	to the above: Registered Professional Engineer						
4.2.2	Execution of work in relation to the above: Registered Engineering Technologist	hr	R550.00	R584.00	R620.00	R659.00	R700.00
4.2.3	Execution of work in relation to the above: Registered Engineering Technician	hr	R350.00	R372.00	R395.00	R419.00	R445.00
4.2.4	Execution of work in relation to the above: Candidate Engineer	hr	R300.00	R319.00	R338.00	R359.00	R382.00

4.3 Technical Investigation Reports

Reports will include, as per the Employers requirement and scope of work - site visits, observations, site photos, reporting, recommendations and high level cost estimate, as required for individual works projects, at an hourly rate

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
4.3.1	Execution of work in relation to the above: Registered Professional Engineer	hr	R790.00	R839.00	R891.00	R946.00	R1 005.00
4.3.2	Execution of work in relation to the above: Registered Engineering Technologist	hr	R550.00	R584.00	R620.00	R659.00	R700.00
4.3.3	Execution of work in relation to the above: Registered Engineering Technician	hr	R350.00	R372.00	R395.00	R419.00	R445.00
4.3.4	Execution of work in relation to the above: Candidate Engineer	hr	R300.00	R319.00	R338.00	R359.00	R382.00

4.4 Additional Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
4.4.1	Construction Monitoring: Level 1	hr	R450.00	R478.00	R508.00	R539.00	R572.00
4.4.2	Construction Monitoring: Level 2	hr	R450.00	R478.00	R508.00	R539.00	R572.00
4.4.3	Construction Monitoring: Level 3	hr	R450.00	R478.00	R508.00	R539.00	R572.00

Item No. 5: MECHANICAL ENGINEERING SERVICES

5.1 Review and take-over

Services included herein is for the review of existing work executed by a professional service provider. It includes reviews of designs, recommendations, findings etc. and includes the compilation of a review report including recommendations.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
5.1.1	Review and Review Report by Registered Professional Engineer	hr	R790.00	R839.00	R891.00	R946.00	R1 005.00
5.1.2	Review and Review Report by Registered Engineering Technologist	hr	R550.00	R584.00	R620.00	R659.00	R700.00
5.1.3	Review and Review Report by Registered Engineering Technician	hr	R350.00	R372.00	R395.00	R419.00	R445.00

5.2 Hourly Fee for Normal Services: Includes new projects, refurbishment, renovations and additions to facilities

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Services included herein comprises all standard services as Gazetted by the latest applicable ECSA guideline of fees for normal services as outlined in stages 1 - 6 in the guideline, or part thereof including services related to new projects, refurbishment, renovations, alterations and additions to facilities

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
5.2.1	Execution of work in relation to the above: Registered Professional Engineer	hr	R790.00	R839.00	R891.00	R946.00	R1 005.00
5.2.2	Execution of work in relation to the above: Registered Engineering Technologist	hr	R550.00	R584.00	R620.00	R659.00	R700.00
5.2.3	Execution of work in relation to the above: Registered Engineering Technician	hr	R350.00	R372.00	R395.00	R419.00	R445.00
5.2.4	Execution of work in relation to the above: Candidate Engineer	hr	R300.00	R319.00	R338.00	R359.00	R382.00

5.3 Technical Investigation Reports

Reports will include, as per the Employers requirement and scope of work - site visits, observations, site photos, reporting, recommendations and high level cost estimate, as required for individual works projects, at an hourly rate

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
5.3.1	Execution of work in relation to the above: Registered Professional Engineer	hr	R790.00	R839.00	R891.00	R946.00	R1 005.00
5.3.2	Execution of work in relation to the above: Registered Engineering Technologist	hr	R550.00	R584.00	R620.00	R659.00	R700.00
5.3.3	Execution of work in relation to the above: Registered Engineering Technician	hr	R350.00	R372.00	R395.00	R419.00	R445.00
5.3.4	Execution of work in relation to the above: Candidate Engineer	hr	R300.00	R319.00	R338.00	R359.00	R382.00

5.4 Additional Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
5.4.1	Construction Monitoring: Level 1	hr	R450.00	R478.00	R508.00	R539.00	R572.00
5.4.2	Construction Monitoring: Level 2	hr	R450.00	R478.00	R508.00	R539.00	R572.00
5.4.3	Construction Monitoring: Level 3	hr	R450.00	R478.00	R508.00	R539.00	R572.00

Item No. 6: FIRE ENGINEERING SERVICES

6.1 Review and take-over

Services included herein is for the review of existing work executed by a professional service provider. It includes reviews of designs, recommendations, findings etc. and includes the compilation of a review report including recommendations.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
6.1.1	Review and Review Report by Registered Professional Engineer	hr	R790.00	R839.00	R891.00	R946.00	R1 005.00
6.1.2	Review and Review Report by Registered Engineering Technologist	hr	R550.00	R584.00	R620.00	R659.00	R700.00

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6.1.3	Review and Review Report by Registered Engineering Technician	hr	R350.00	R372.00	R395.00	R419.00	R445.00
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6.2 Hourly Fee for Normal Services: Includes new projects, refurbishment, renovations and additions to facilities

Services included herein comprises all standard services as Gazetted by the latest applicable ECSA guideline of fees for normal services as outlined in stages 1 - 6 in the guideline, or part thereof including services related to new projects, refurbishment, renovations, alterations and additions to facilities

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
6.2.1	Execution of work in relation to the above: Registered Professional Engineer	hr	R790.00	R839.00	R891.00	R946.00	R1 005.00
6.2.2	Execution of work in relation to the above: Registered Engineering Technologist	hr	R550.00	R584.00	R620.00	R946.00	R700.00
6.2.3	Execution of work in relation to the above: Registered Engineering Technician	hr	R350.00	R372.00	R395.00	R419.00	R445.00
6.2.4	Execution of work in relation to the above: Candidate Engineer	hr	R300.00	R319.00	R338.00	R359.00	R382.00

6.3 Technical investigation Reports

Reports will include, as per the Employers requirement and scope of work - site visits, observations, site photos, reporting, recommendations and high level cost estimate, as required for individual works projects, at an hourly rate

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
6.3.1	Execution of work in relation to the above: Registered Professional Engineer	hr	R790.00	R839.00	R891.00	R946.00	R1 005.00
6.3.2	Execution of work in relation to the above: Registered Engineering Technologist	hr	R550.00	R584.00	R620.00	R659.00	R700.00
6.3.3	Execution of work in relation to the above: Registered Engineering Technician	hr	R350.00	R372.00	R395.00	R419.00	R445.00
6.3.4	Execution of work in relation to the above: Candidate Engineer	hr	R300.00	R319.00	R338.00	R359.00	R382.00

6.4 Additional Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
6.4.1	Construction Monitoring: Level 1	hr	R450.00	R478.00	R508.00	R539.00	R572.00
6.4.2	Construction Monitoring: Level 2	hr	R450.00	R478.00	R508.00	R539.00	R572.00
6.4.3	Construction Monitoring: Level 3	hr	R450.00	R478.00	R508.00	R539.00	R572.00

Item No. 7: LAND SURVEYING SERVICES

7.1 Review and take-over

Services included herein is for the review of existing work executed by a professional service provider. It includes reviews of designs, recommendations, findings etc. and includes the compilation of a review report including recommendations.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
Provide time-based services on the instruction from the Employer in respect of services required.							
7.1.1	Registered Professional Surveyor	hr	R850.00	R903.00	R959.00	R1 018.00	R1 081.00
7.1.2	Registered Survey Technicians	hr	R800.00	R850.00	R902.00	R958.00	R1 018.00
7.1.3	Office Work / Admin	hr	R750.00	R797.00	R846.00	R898.00	R954.00

7.2 Specialised Work

Services included herein comprises all standard services as Gazetted by the latest applicable ECSA guideline of fees for normal services as outlined in stages 1 - 6 in the guideline, or part thereof including services related to new projects, refurbishment, renovations, alterations and additions to facilities

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
7.2.1	Basic fee for Permanent and other survey control, per control point	each	R2 100.00	R2 230.00	R2 368.00	R2 515.00	R2 671.00
7.2.2	Basic fee for Photo Control, for fixing per point	each	R1 200.00	R1 274.00	R1 353.00	R1 437.00	R1 526.00
7.2.3	Basic fee for DTM Surveys by Ground Methods, per hectare	each	R13 500.00	R14 337.00	R15 226.00	R16 170.00	R17 172.00

Item No. 8: QUANTITY SURVEYING SERVICES

8.1 Provision for Time-Based Services

Provision of services in respect of stages 1 - 6 or part thereof for construction and related works projects

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
Provide time-based services on the instruction from the Employer in respect of services required							
8.1.1	Registered Principal Quantity Surveyor	hr	R950.00	R1 009.00	R1 071.00	R1 138.00	R1 208.00
8.1.2	Registered Professional Quantity Surveyor	hr	R790.00	R839.00	R891.00	R946.00	R1 005.00
8.1.3	Registered Candidate Quantity Surveyor	hr	R550.00	R584.00	R620.00	R659.00	R700.00
8.1.4	Administrator	hr	R225.00	R239.00	R254.00	R269.00	R286.00

8.2 Additional Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
8.2.1	Principal Agent	hr	R950.00	R1 009.00	R1 071.00	R1 138.00	R1 208.00
8.2.2	Principal Consultant	hr	R950.00	R1 009.00	R1 071.00	R1 138.00	R1 208.00
8.2.3	Project Monitoring	hr	R875.00	R929.00	R987.00	R1 048.00	R1 113.00

Item No. 9: CONSTRUCTION PROJECT MANAGEMENT SERVICES

9.1 Provision for Time-Based Services

Provision of services in respect of stages 1 - 6 or part thereof for construction and related works projects

The rate of 9.1.1 in the table below to be used for the appointed Lead consultant

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
Provide time-based services on the instruction from the Employer in respect of services required.							
9.1.1	Registered Professional Construction Project Manager	hr	R790.00	R839.00	R891.00	R946.00	R1 005.00
9.1.2	Candidate Construction Project Manager	hr	R350.00	R372.00	R395.00	R419.00	R445.00

Item No. 10: OCCUPATIONAL HEALTH & SAFETY SERVICES

10.1 Provision for Time-Based Services

Provision of services in respect of stages 1 - 6 or part thereof for construction and related works projects

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
Provide time-based services of a registered OHS Agent on the instruction from the Employer in respect of services required. Priced rates will be used for all duties or part thereof during project stages 1 - 6 and in line with the Occupational Health and Safety Act and regulations applicable to the project/s							
10.1.1	Project value R0 - R500 000	hour	R880.00	R934.56	R993.00	R1 054.00	R1 119.00
10.1.2	Project value R500 001 - R3 000 000	hour	R880.00	R934.56	R993.00	R1 054.00	R1 119.00
10.1.3	Project value R 3 000 001 - R6 000 000	hour	R880.00	R934.56	R993.00	R1 054.00	R1 119.00
10.1.4	Project value R6 000 001 - R8 000 000	hour	R880.00	R934.56	R993.00	R1 054.00	R1 119.00
10.1.5	Project value R8 000 001 - R10 000 000	hour	R880.00	R934.56	R993.00	R1 054.00	R1 119.00
10.1.6	Project value R10 000 001 - R20 000 001	hour	R880.00	R934.56	R993.00	R1 054.00	R1 119.00
10.1.7	Project value R20 000 001 - R60 000 001	hour	R880.00	R934.56	R993.00	R1 054.00	R1 119.00
10.1.8	Project value above R60 000 000	hour	R880.00	R934.56	R993.00	R1 054.00	R1 119.00

10.2 Additional Services

Provision of services in addition to Item 16.1 standard scope of services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
Provide time-based services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Work:							
10.2.1	Registered Occupational Health & Safety Agent	hr	R1 050.00	R1 115.00	R1 184.00	R1 258.00	R1 336.00

Item No. 11: ARCHITECTURAL SERVICES

11.1 Review and take-over

Provision of services in respect of stages 1 - 6 or part thereof for construction and related works projects

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
Services included herein is for the review of existing work executed by a professional service provider. It includes reviews of designs, recommendations, findings etc. and includes the compilation of a review report including recommendations.							
11.1.1	Review and Review Report by Registered Professional Architect						
11.1.1.1	Low Complexity Projects	hr	R750.00	R797.00	R846.00	R898.00	R954.00
11.1.1.2	Medium Complexity Projects	hr	R750.00	R797.00	R846.00	R898.00	R954.00
11.1.1.3	High Complexity Projects	hr	R850.00	R903.00	R959.00	R1 018.00	R1 081.00

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11.1.2	Review and Review Report by Registered Architectural Technologist						
11.1.2.1	Low Complexity Projects	hr	R700.00	R743.40	R789.49	R838.00	R890.00
11.1.2.2	Medium Complexity Projects	hr	R700.00	R743.40	R789.49	R838.00	R890.00
11.1.2.3	High Complexity Projects	hr	R800.00	R849.60	R902.28	R958.00	R1 018.00

11.2 Hourly Fee for Normal Services: Includes new projects, refurbishment, renovations and additions to facilities

Services included herein comprises all standard services as Gazetted by the latest applicable SACAP guideline of fees for normal services as outlined in stages 1 - 6 in the guideline, or part thereof including services related to new projects, refurbishment, renovations, alterations and additions to facilities. This will potentially include the duties of a Principle Agent as well.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
Services included herein is for the review of existing work executed by a professional service provider. It includes reviews of designs, recommendations, findings etc. and includes the compilation of a review report including recommendations.							
11.2.1	Execution of work in relation to the above: Registered Professional Architect						
11.2.1.1	Low Complexity Projects	hr	R750.00	R797.00	R846.00	R898.00	R954.00
11.2.1.2	Medium Complexity Projects	hr	R750.00	R797.00	R846.00	R898.00	R954.00
11.2.1.3	High Complexity Projects	hr	R850.00	R903.00	R959.00	R1 018.00	R1 081.00
11.2.2	Execution of work by Registered Architectural Technologist						
11.2.2.1	Low Complexity Projects	hr	R700.00	R743.00	R789.00	R838.00	R890.00
11.2.2.2	Medium Complexity Projects	hr	R700.00	R743.00	R789.00	R838.00	R890.00
11.2.2.3	High Complexity Projects	hr	R800.00	R850.00	R902.00	R958.00	R1 018.00
11.2.3	Execution of work in relation to the above: Candidate Architect	hr	R400.00	R425.00	R451.00	R479.00	R509.00
11.2.4	Execution of work in relation to the above: Candidate Architectural Technologist	hr	R350.00	R372.00	R395.00	R419.00	R445.00

11.3 Technical investigation Report Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
11.3.1	Execution of work in relation to the above: Registered Professional Architect	hr	R850.00	R903.00	R959.00	R1 018.00	R1 081.00
11.3.2	Execution of work in relation to the above: Registered Architectural Technologist	hr	R800.00	R850.00	R902.00	R958.00	R1 018.00
11.3.3	Execution of work in relation to the above: Candidate Architect	hr	R400.00	R425.00	R451.00	R479.00	R509.00
11.3.4	Execution of work in relation to the above: Candidate Architectural Technologist		R350.00	R372.00	R395.00	R419.00	R445.00

11.4 Additional Services

Provision of time based services for additional services as requested by Employer, including special design services, special management services, special studies, special submissions to statutory authorities, work on existing premises, other services as outlined in the Scope of Work.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
11.4.1	Execution of work in relation to the above: Registered Professional Architect	hr	R850.00	R903.00	R959.00	R1 018.00	R1 081.00
11.4.2	Execution of work in relation to the above: Registered Architectural Technologist	hr	R800.00	R850.00	R902.00	R958.00	R1 018.00
11.4.3	Execution of work in relation to the above: Candidate Architect	hr	R400.00	R425.00	R451.00	R479.00	R509.00
11.4.4	Execution of work in relation to the above: Candidate Architectural Technologist	hr	R350.00	R372.00	R395.00	R419.00	R445.00
11.4.5	Special Inspections (Clerk of	hr	R700.00	R743.00	R789.00	R838.00	R890.00

	Works)						
11.4.6	Draughtsman: 1 - 5 years experience	hr	R375.00	R398.00	R423.00	R449.00	R477.00
11.4.7	Draughtsman: 6 or more years experience	hr	R450.00	R478.00	R508.00	R539.00	R572.00

Item No. 12: HERITAGE ARCHITECT

12.1 Review and take-over

Services included herein is for the review of existing work executed by a professional service provider. It includes reviews of designs, recommendations, findings etc. and includes the compilation of a review report including recommendations.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
12.1.1	Review and Review Report by Registered Professional Heritage Architect						
12.1.1.1	Low Complexity Projects	hr	R875.00	R929.25	R987.00	R1 048.00	R1 113.00
12.1.1.2	Medium Complexity Projects	hr	R875.00	R929.25	R987.00	R1 048.00	R1 113.00
12.1.1.3	High Complexity Projects	hr	R875.00	R929.25	R987.00	R1 048.00	R1 113.00

12.2 Hourly Fee for Normal Services: Includes new projects, refurbishment, renovations and additions to facilities

Services included herein comprises all standard services as Gazetted by the latest applicable SACAP guideline of fees for normal services as outlined in stages 1 - 6 in the guideline, or part thereof including services related to new projects, refurbishment, renovations, alterations and additions to facilities. This will potentially include the duties of a Principle Agent as well.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
12.2.1	Execution of work in relation to the above: Registered Professional Heritage Architect						
12.2.1.1	Low Complexity Projects	hr	R975.00	R1 035.00	R1 100.00	R1 168.00	R1 240.00
12.2.1.2	Medium Complexity Projects	hr	R975.00	R1 035.00	R1 100.00	R1 168.00	R1 240.00
12.2.1.3	High Complexity Projects	hr	R975.00	R1 035.00	R1 100.00	R1 168.00	R1 240.00

12.3 Technical Investigation Report Services

Reports will include, as per the Employers requirement and scope of work - site visits, observations, site photos, reporting, recommendations and high level cost estimate, as required for individual works projects, at an hourly rate.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
12.3.1	Execution of work in relation to the above: Registered Professional Heritage Architect	hr	R975.00	R1 035.00	R1 100.00	R1 168.00	R1 240.00

12.4 Additional Services

Provision of time based services for additional services as requested by Employer, including special design services, special management services, special studies, special submissions to statutory authorities, work on existing premises, other services as outlined in the Scope of Work.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
12.4.1	Execution of work in relation to the above: Registered Professional Architect	hr	R975.00	R1 035.00	R1 100.00	R1 168.00	R1 240.00
12.4.2	Special Inspections (Clerk of Works)	hr	R975.00	R1 035.00	R1 100.00	R1 168.00	R1 240.00
12.4.3	Accredited Professional Heritage Practitioner	hr	R850.00	R903.00	R959.00	R1 018.00	R1 081.00

Item No. 13: LANDSCAPE ARCHITECT**13.1 Review and take-over**

Services included herein is for the review of existing work executed by a professional service provider. It includes reviews of designs, recommendations, findings etc. and includes the compilation of a review report including recommendations.

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
13.1.1	Review and Review Report by Registered Principal Landscape Architect not >7 years experience	hr	R650.00	R690.00	R733.00	R779.00	R827.00
13.1.2	Review and Review Report by Registered Principal Landscape Architect not <7 years experience	hr	R785.00	R834.00	R885.00	R940.00	R999.00

13.2 Hourly Fee for Normal Services: Includes new projects, refurbishment, renovations and additions to facilities

Services included herein comprises all standard services as Gazetted by the latest applicable ECSA guideline of fees for normal services as outlined in stages 1 - 6 in the guideline, or part thereof including services related to new projects, refurbishment, renovations, alterations and additions to facilities

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
13.2.1	Execution of work in relation to the above: Professional Landscape Architect (NQF 9)	hr	R850.00	R903.00	R959.00	R1 018.00	R1 081.00
13.2.2	Execution of work in relation to the above: Professional Senior Landscape Architectural Technologist (NQF 8)	hr	R800.00	R850.00	R902.00	R958.00	R1 018.00
13.2.3	Execution of work in relation to the above: Professional Landscape Architectural Technologist (NQF 7)	hr	R750.00	R797.00	R846.00	R898.00	R954.00
13.2.4	Execution of work in relation to the above: Professional Landscape Architectural Technician (NQF 6)	hr	R700.00	R743.00	R789.00	R838.00	R890.00

13.3 Services for Categories of Work

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
13.3.1	Environmental Management						
13.3.1.1	Execution of work in relation to the above: Professional Landscape Architect (NQF 9)	hr	R850.00	R903.00	R959.00	R1 018.00	R1 081.00
13.3.1.2	Execution of work in relation to the above: Professional Senior Landscape Architectural Technologist (NQF 8)	hr	R800.00	R850.00	R902.00	R958.00	R1 018.00
13.3.1.3	Execution of work in relation to the above: Professional Landscape Architectural Technologist (NQF 7)	hr	R750.00	R797.00	R846.00	R898.00	R954.00
13.3.1.4	Execution of work in relation to the above: Professional Landscape Architectural Technician (NQF 6)	hr	R700.00	R743.00	R789.00	R838.00	R890.00

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
13.3.2	Ecological Analysis and Planning						
13.3.2.1	Execution of work in relation to the above: Professional Landscape Architect (NQF 9)	hr	R850.00	R903.00	R959.00	R1 018.00	R1 081.00
13.3.2.2	Execution of work in relation to the above: Professional Senior Landscape Architectural Technologist (NQF 8)	hr	R800.00	R850.00	R902.00	R958.00	R1 018.00
13.3.2.3	Execution of work in relation to the above: Professional Landscape Architectural Technologist (NQF 7)		R750.00	R797.00	R846.00	R898.00	R954.00
13.3.2.4	Execution of work in relation to the above: Professional Landscape Architectural Technician (NQF 6)		R700.00	R743.00	R789.00	R838.00	R890.00
13.3.3	Site Selection						
13.3.3.1	Execution of work in relation to the above: Professional Landscape Architect (NQF 9)	hr	R850.00	R903.00	R959.00	R1 018.00	R1 081.00
13.3.3.2	Execution of work in relation to the above: Professional Senior Landscape Architectural Technologist (NQF 8)	hr	R800.00	R850.00	R902.00	R958.00	R1 018.00
13.3.3.3	Execution of work in relation to the above: Professional Landscape Architectural Technologist (NQF 7)	hr	R750.00	R797.00	R846.00	R898.00	R954.00
13.3.3.4	Execution of work in relation to the above: Professional Landscape Architectural Technician (NQF 6)	hr	R700.00	R743.00	R789.00	R838.00	R890.00
13.3.4	Planning and Supervision of Development Plans including: Landscape Masterplans, Site Needs Analysis, Plans, Drawings, Specifications, Bills of Quantities, Contract Documentation and Supervision						
13.3.4.1	Execution of work in relation to the above: Professional Landscape Architect (NQF 9)	hr	R850.00	R903.00	R959.00	R1 018.00	R1 081.00
13.3.4.2	Execution of work in relation to the above: Professional Senior Landscape Architectural Technologist (NQF 8)	hr	R800.00	R850.00	R902.00	R958.00	R1 018.00
13.3.4.3	Execution of work in relation to the above: Professional Landscape Architectural Technologist (NQF 7)	hr	R750.00	R797.00	R846.00	R898.00	R954.00
13.3.4.4	Execution of work in relation to the above: Professional Landscape Architectural Technician (NQF 6)	hr	R700.00	R743.00	R789.00	R838.00	R890.00

Item No. 14: CONVEYANCING SERVICES

14.1 Provision of Time Based Services

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MP
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Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
11.1.1.1	Conveyancer Attorney	hr	R900.00	R956.00	R1 015.00	R1 078.00	R1 145.00
11.1.1.2	Conveyancer Attorney Assistant	hr	R700.00	R743.00	R789.00	R838.00	R890.00

Item No. 15: PUBLIC FACILITATOR/ CONSULTATION SPECIALIST SERVICES

15.1 Provision of Time Based Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
Provide time-based services on the instruction from the Employer in respect of services required.							
15.1.1	Public Facilitator/Consultation Specialist	hr	R650.00	R690.00	R733.00	R779.00	R827.00

Item No. 16: INTERIOR DESIGNER SERVICES

16.1 Provision of Time Based Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
Provide time-based services on the instruction from the Employer in respect of services required.							
16.1.1	Professional Interior Designer	hr	R850.00	R903.00	R959.00	R1 018.00	R1 081.00

Item No. 17: ENVIRONMENTAL ASSESSMENT PRACTITIONER

17.1 Provision of Time Based Services

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
Provide time-based services on the instruction from the Employer in respect of services required.							
17.1.1	Professional Environmental Assessment Practitioner	hr	R750.00	R797.00	R846.00	R898.00	R954.00
17.1.2	Candidate Environmental Assessment Practitioner		R450.00	R478.00	R508.00	R539.00	R572.00

Item No. 18: RECOVERABLE EXPENSES

Recoverable Expenses shall apply for each discipline of work required by the Employer

Item No.	Activity Description	Unit	Tendered Rate: Year 1	Tendered Rate: Year 2	Tendered Rate: Year 3	Tendered Rate: Year 4	Tendered Rate: Year 5
18.1	Printing and photocopying: Grey Scale						
18.1.1	Size A0	each	R30.00	R32.00	R34.00	R36.00	R38.00
18.1.2	Size A1	each	R15.00	R16.00	R17.00	R18.00	R19.00
18.1.3	Size A2	each	R8.00	R8.00	R9.00	R10.00	R10.00
18.1.4	Size A3	each	R2.00	R2.00	R2.00	R2.00	R3.00
18.1.5	Printing / copying: size A4 (reports & tender documents only) per page	each	R1.00	R1.00	R1.00	R1.00	R1.00
18.2	Printing and photocopying: Colour						
18.2.1	Size A0	each	R85.00	R90.00	R96.00	R102.00	R108.00
18.2.2	Size A1	each	R65.00	R69.00	R73.00	R78.00	R83.00
18.2.3	Size A2	each	R45.00	R48.00	R51.00	R54.00	R57.00
18.2.4	Size A3	each	R22.00	R23.00	R25.00	R26.00	R28.00
18.2.5	Printing / copying: size A4 (reports & tender documents only) per page	each	R12.00	R13.00	R14.00	R14.00	R15.00
18.2.6	Compilation and binding of	each	R350.00	R372.00	R395.00	R419.00	R445.00

	reports / tender documents, etc. using coil binding with a back board and transparent front cover, per document						
18.2.7	Compilation and binding of reports / tender documents, etc. using metal split grip binders/paper fasteners with a back board and transparent front cover, per document	each	R350.00	R372.00	R395.00	R419.00	R445.00
Travelling							
18.2.8	Recoverable expenses in respect of traveling distance per km, subject to annual escalation.	km	As per agreed tariffs approved by COCT				

DECLARATION (In respect of completeness of Tender)

City of Cape Town
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN

I, the undersigned, do hereby declare that the above is a properly priced Schedule of Rates forming part of this Contract Document upon which my/our tender for Tender No. **171C/2022/23: PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY** has been based. If I/we have submitted a printed version of Schedule of Rates, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause C.3.2 in Part T1.2 Tender Data.



SIGNATURE OF TENDERER/S

20/12/2023

DATE



CITY OF CAPE TOWN

Safety & Security

CONTRACT NO. 171C/2022/23

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO
PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING
UNDER SAFETY AND SECURITY

T2.2 Returnable Schedules

Handwritten signature and initials, including 'MP' and 'HKT', next to the C1 Agreements and Contract Data label.

TENDER NO: 171C/2022/23

CITY OF CAPE TOWN

Safety & Security

CONTRACT NO. 171C/2022/23

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

SCHEDULE 11: KEY PERSONNEL

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project. The curriculum vitae of all key personnel (including consultants and sub-consultants must highlight the relevant experience as indicated in clause C.2.1.4.2), along with the signed undertakings where relevant, must be submitted with the tender submission and appended to Schedule 11 or within 7 (seven) days of the Employer's written request thereof.

These personnel identified, will be the key personnel that will be called upon for each project. 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.

Please note that the proposed Project Lead (Lead Consultant) (X2) is to be identified in the table below, these are to be identified from Civil Engineer, Structural Engineer or Construction Project Manager.

KEY PERSONNEL:

A) STRUCTURAL ENGINEER (Pr ENG)/ PROFESSIONAL ENGINEERING TECHNOLOGIST (Pr TECH ENG) Project Lead (Lead Consultant)			
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.
B) CIVIL ENGINEER (Pr ENG) / PROFESSIONAL ENGINEERING TECHNOLOGIST (Pr TECH ENG) Project Lead (Lead Consultant)			
NAME	JOB TITLE	QUALIFICATIONS	SACAP REGISTRATION NO.
C) ELECTRICAL ENGINEER (Pr ENG)/ STRUCTURAL ENGINEERING TECHNOLOGIST (Pr TECH ENG)			
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.

Tender
Part T2: Returnable Documents
Reference No.171C/2022/23

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T2.2
Returnable Schedules

C1
MP
HKT

TENDER NO: 171C/2022/23

D) MECHANICAL ENGINEER (Pr ENG)/ CIVIL ENGINEERING TECHNOLOGIST (Pr TECH ENG)			
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.
E) QUANTITY SURVEYOR PROFESSIONAL LAND SURVEYOR (Pr QS)			
NAME	JOB TITLE	QUALIFICATIONS	SA COUNCIL FOR THE QUANTITY SURVEYING PROFESSION (SACQSP)
F) CONSTRUCTION PROJECT MANAGER (Pr CPM) Project Lead (Lead Consultant)			
NAME	JOB TITLE	QUALIFICATIONS	South African Council for the Project and Construction Management Professions (SACPCMP).
G) Occupational Health and Safety Clients Agent.			
NAME	JOB TITLE	QUALIFICATIONS	The required personnel is to be registered with SACPCMP With the necessary competencies, appropriate Qualifications.

Tender
Part T2: Returnable Documents
Reference No.171C/2022/23

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T2.2
Returnable Schedules

SEE CV'S OVERLEAF

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN

TENDER NO: 171C/2022/23

Safety & Security

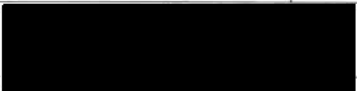
CONTRACT NO. 171C/2022/23

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

SCHEDULE 13: PROFESSIONAL INDEMNITY INSURANCE

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall state below details of the professional indemnity insurance held by the tenderer. Where the tenderer is a joint venture, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be appended to this schedule.

PROFESSIONAL INDEMNITY INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM
		

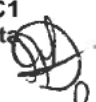
SIGNED ON BEHALF OF TENDERER: 

PLEASE SEE OVERLEAF PI INSURANCE
CERTIFICATE

Tender
Part T2: Returnable Documents
Reference No. 171C/2022/23

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T2.2
Returnable Schedules


MP
HKT

CITY OF CAPE TOWN

TENDER NO: 171C/2022/23

Safety & Security

CONTRACT NO. 171C/2022/23

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

SCHEDULE 18: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONEL)

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

KEY PERSONEL		
Service	Personnel Required	Number of personnel required
Geotechnical Engineer	The required personnel must be a professionally registered Civil Engineer or Civil Engineering Technologist (Pr. Eng or Pr.Tech Eng) registered with the Engineering Council of South Africa (ECSA)	1
Fire Engineer / Fire Safety Specialist	The required personnel must be a Professional Engineer (Pr. Eng) or professional Engineering Technologist (Pr.Tech Eng) registered with the Engineering Council of South Africa (ECSA)	2
Land Surveying	The required personnel must be a registered Professional Land Surveyor with the South African Geomatics Council (SAGC), previously known as South African Council for Professional and Technical Surveyors - PLATO.	1
Heritage Architect	The required personnel must be a professional Architect (Pr.Arch) or professional Architectural Technologist (Pr.ArchTech) registered with SACAP.	1
Landscape Architect	The required personnel must be a registered professional Landscape Architect Registered as such with the South African Council for the Landscape Architectural Profession (SACLAP)	1
Conveyancing Attorney	An admitted attorney who is a licensed conveyancer with 5 years post licensing experience working as a conveyancing attorney	1
Public Participation Facilitator	The required personnel must display at least 7 years demonstrable recent experience in public relations and facilitation.	1
Interior Designer	The required personnel must display the necessary competencies and at least 5 (five) years verifiable experience in Interior Design.	2
Environmental Assessment Practitioner	A registered professional with the Certification Board for Environmental Assessment Practitioners of South Africa (EAPASA), or meeting the requirements of the Environmental Assessment Practitioners Association of South Africa.	1

SIGNED ON BEHALF OF TENDERER:

PLEASE SEE OVERLEAF CV'S OF
PERSONNEL OTHER THAN KEY PERSONNEL

Tender
Part T2: Returnable Documents
Reference No.171C/2022/23

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T2.2
Returnable Schedules

Contract
Part C1: Agreements and Contract Data
Reference No. 171C/2022/23

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C1
Agreements and Contract Data

Handwritten signatures and initials, including "MJP" and "HAT".

Part C1: Agreements and Contract Data

	Pages
C1.2 Contract Data (data provided by the Employer)	35 – 45
C1.3 Occupational Health and Safety Agreement	46
C1.4 Insurance Broker's Warranty	47

Handwritten signatures and initials, including a circular stamp and the letters 'MP' and 'HET'.

CITY OF CAPE TOWN

Safety & Security

CONTRACT NO. 171C/2022/23

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

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

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

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**:

Periods of performance will be specific to a works project and programme.

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

The project is the **PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY**

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Add the following to the definition of Service Provider:

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

Delete the definition of Services and replace with the following:

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

Add the following to the definition of Start Date:

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

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

Add the following definition:**Intellectual Property**

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

Clause 3

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

Add the following after clause 3.1

Clause 3.2

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

Clause 3.2

- 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 Manager: **SAFETY & SECURITY: PMO**

The address for receipt of communications is:

Telephone: (021) 597 5172

Facsimile:

E-mail: adiel.albertyn@capetown.gov.za

Postal Address: PO Box 298
CAPE TOWN
8000

Physical Address: Goodwood Fire Station
 Corner Hugo & Fransie van Zyl
 Goodwood
 7501

Clause 3.4.1:

Add the following to the first sentence:

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

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

Clause 3.5:

Add the following:

The location for the performance of the Project will be the **OFFICE** of the service provider, together with the site of the proposed new projects 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

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

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

- The penalty amount per day for each deliverable/milestone is 0.5% of the total fee, imposed for each day that a deliverable/milestone runs beyond the agreed dates outlined within the Works Project.
- A deliverable/milestone that is more than 14 days late will result in the issuing of a Breach Notice which will require the matter to be remedied within 14 days or such time as agreed to by the Employer.
- If the matter is not resolved within 14 days (or such time as agreed to by the Employer) of the issuing of the Breach Notice, the Employer may terminate the contract in terms of Clause 8.4.1 (c) of the Contract Data and engage the Standby service provider to undertake the work.

Add the following after 3.12.2

Clause 3.12.3

The Employer may impose the following additional penalties or fines:

- a) Penalties for breach of conditions of granting preferences in terms of the **Preference Schedule**.
- b) Penalties for failure to meet targeted labour and local enterprises contract participation goals (if applicable)

- c) Any other fines or penalties levied in accordance with any of the specifications.

Clause 3.15.1:

Add the following:

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

Clause 3.16.2:

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

Add the following:

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

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

Add the following clause after clause 3.16

3.17.1 General

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

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

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

3.17.2 Variations in Rates of Exchange

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

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

in foreign currency inserted in column (A) of the schedule titled **Price Basis for Imported Resources**, then the value in column (A) shall be used.

3.17.3 Variations in Customs Surcharge and Customs Duty

- (a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in the schedule titled **Price Basis for Imported Resources** and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- (b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Service Provider shall advise the Employer of any changes which occur.

3.17.4 Value of Imported resources at Base Date

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

3.17.5 Variation in labour and material costs of imported resources

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

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

Clause 4.7:

Add the following:

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

Clause 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 R5 000 000 in respect of each and every claim during the period of insurance. Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.
- b) Public Liability insurance with a limit of indemnity of not less than R20 000 000 for any single claim, the number of claims to be unlimited during the contract period.
- c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

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

Clause 5.4.2

Add the following:

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

Add the following clause after Clause 5.4.2:

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

Clause 5.5:

Add the following:

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

- a) Replacing any of the key personnel listed at the time of tender.
- b) Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract.

[Handwritten signatures and initials]

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

Clause 6.4:

Add the following clause after Clause 6.3:

6.4 Conflict of interest

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

Clause 7.1.2

Add the following:

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

Clause 7.2.1:

Add the following:

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

Clause 8.1:

Add the following:

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

Clause 8.4.1:

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

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

Clause 8.4.3(c):

Add the following:

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

Clause 8.4.4:

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

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

Add the following after clause 8.4.5:

Clause 8.4.6

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

- a) accept a contractor's proposal (via the trustee / liquidator) to render delivery utilising the appropriate contractual mechanisms; or

- b) terminate the contract, as the liquidator proposed contractor is deemed unacceptable to the employer, at any time by giving written notice to the contractor (via the trustee / liquidator).

Clause 9:

Delete the clause and replace with the following:

- 9.1 The Service Provider acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 9.2 The Service Provider hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 9.3 The Service Provider shall, and warrants that it shall:
- 9.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- 9.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the Service Provider produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
- 9.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- 9.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer's Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the Service Provider from time to time;
- 9.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 9.3.1 to 9.3.3 above;
- unless the Employer expressly agrees thereto in writing after obtaining due internal authority.
- 9.4 The Service Provider represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Service Provider of any third party's Intellectual Property rights.
- 9.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the Service Provider and no copies thereof shall be retained by the Service Provider unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.
- 9.6 Copyright of all documents prepared for the project, and the patent rights or ownership in any plant, machine, item, system or process designed or devised, shall be vested with the Employer. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.
- 9.7 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.
- 9.8 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

Clause 11.1:

Add the following:

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

Clause 12.1.2:

Add the following:

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

Clause 12.2.1:

Add the following:

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

Clause 12.2.4:

Add the following:

Final settlement is by **litigation**.

Clause 12.3.3:

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

Clause 13.1:

Add the following clause after Clause 13.1.3:

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

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

Clause 13.4:

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

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

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

Clause 13.7.3:

Add the following clause after Clause 13.7.2:

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

Clause 14.5:

Add the following new clause after Clauses 14.4:

Clause 14.5: Tax Invoices

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

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

Clause 14.6: More frequent payments

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

Clause 15:*Add the following:*

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

Clause 16: Protection of Personal Information

- 16.1 The Supplier acknowledges that, for the purposes of this agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which Purchaser is responsible in terms of Protection of Personal Information Act ("POPIA"). Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.
- 16.2 The Supplier agrees that they will at all times comply with POPIA and Purchaser's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.
- 16.3 The Supplier agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement.
- 16.4 The supplier agrees that it shall notify the Purchaser immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.
- 16.5 Unless so required by law, the Supplier agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of the Purchaser.
- 16.6 The Supplier hereby indemnifies and holds the Purchaser harmless against all claims, losses, damages and costs of whatsoever nature suffered by the Purchaser arising from or in relation to the Supplier's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.
- 16.7 The Supplier agrees that the Purchaser may conduct regular data protection audits on the Supplier and undertakes to give its full co-operation in this regard.

17. Review Clause

- 17.1 This Agreement is valid from **date of commencement for a period not exceeding 60 months**. This Agreement shall be reviewed once every three years; however, in lieu of a review during any period specified, the current Agreement will remain in effect. The purchaser reserves the right to reduce or increase the scope of works according to the dictates of the budget, to terminate this contract, and/or to review and terminate this contract as is contemplated in Section 116(1)(b)(iii) of the Local Government: Municipal Finance Management Act 56 of 2003, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The supplier shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, payment for good delivered.
- 17.2 As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the City shall monitor the performance of the contractor/supplier on at least a monthly basis, and the supplier agrees to provide the City with its full cooperation in this regard.

KKT
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Part 2: Data provided by the Service Provider

The Service Provider is: [REDACTED]
Postal Address: [REDACTED]
Physical Address: [REDACTED]
Telephone: [REDACTED]
Facsimile: N/A
Email: [REDACTED]
The authorised and designated representative of the Service Provider is:
Name: [REDACTED]
The address for receipt of communication is:
Address: [REDACTED]
Telephone: [REDACTED]
Facsimile: N/A
Email: [REDACTED]

SIGNED ON BEHALF OF TENDERER:

[REDACTED]

HKT
MP

CITY OF CAPE TOWN

Safety & Security

CONTRACT NO. 171C/2022/23

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

C1.3 Occupational Health and Safety Agreement

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

(Service Provider/Mandatory/Company/CC Name)

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

I, _____, representing _____,

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.

COID ACT Registration Number: _____

OR Compensation Insurer: _____ Policy No.: _____

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

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

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

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

Signed at CAPE TOWN on the 1st day of NOVEMBER 2022

Witness

Signed at Cape Town on the 19 day of December 2023

Witness

for and on behalf of
City of Cape Town

PLEASE SEE OVERLEAF COIDA CERTIFICATE

Contract
Part C1: Agreements and Contract Data
Reference No. 171C/2022/23

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C1.3
Health and Safety Agreement

Contract
Part C1: Agreements and Contract Data
Reference No. 171C/2022/23

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C1.3
Health and Safety Agreement

C1.3
HST
MP

TENDER NO: 171C/2022/23

CITY OF CAPE TOWN

Safety & Security

CONTRACT NO. 171C/2022/23

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING,
EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY
AND SECURITY

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.: 171C/2022/23

CONTRACT TITLE: PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES
RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS
PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

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 OVERLEAF PI INSURANCE

Contract
Part C2: Pricing Data
Reference No. 171C/2022/23

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C2
Insurance Broker's Warranty

MP
KET

a division of 

DATE: 31 May 2022

BROKER: [REDACTED]

ATTENTION: [REDACTED]

INSURED: [REDACTED]

POLICY NUMBER : [REDACTED]

We hereby confirm that the abovementioned Insured is covered in terms of our Professional Indemnity Policy.

The Professional Indemnity Policy covers any actual or alleged negligent acts, errors, or omissions in the performance of the professional duty of the insured undertaken in the course of the Business. The cover is as follows subject to Terms, Conditions and Exclusions on our policy wording:

PERIOD OF INSURANCE: 01 June 2022 to 31 May 2023

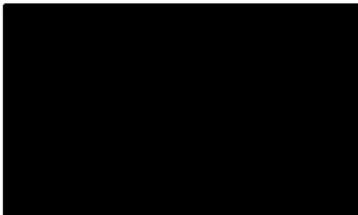
PREMIUM: Premium is payable monthly

RETROACTIVE DATE: 01 January 1994 – Professional Indemnity
01 June 2022 – Project Management

LIMIT OF INDEMNITY: R 50,000,000 (each and every claim) – Professional Indemnity
R 50,000,000 (each and every claim) – Public Liability

Please do not hesitate to contact us should you have any queries.

Regards,



Part C2: Pricing Data

	Pages
C2.1 Pricing Assumptions.....	49 – 50

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CITY OF CAPE TOWN

Safety & Security

CONTRACT NO. 171C/2022/23

**PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO
PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS
FALLING UNDER SAFETY AND SECURITY**

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.
Rate:	The agreed payment per unit of measurement.
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. The categories of persons 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).
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.
7. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
8. 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.
9. Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km.

10. 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 **R3.82/km** (excluding VAT).
11. 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.
12. All charges in respect of attendance at meetings and the provision of secretarial services, shall be included in the tendered rates.
13. Tenderers are to note that the planning for this contract is based on a three-year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
14. All charges in respect of attendance at meetings and the provision of secretarial services, shall be included in the tendered basic fee for normal services.
15. Estimated timeframes for works projects to be executed under this contract are as follows which may be taken into account when tendering rates for Occupational Health and Safety:

Item No.	Activity Description	Estimated Project Duration
16.1.1	Project value R0 - R500 000	1-2 months
16.1.2	Project value R500 001 - R3 000 000	2-4 months
16.1.3	Project value R 3 000 001 - R6 000 000	4-6 months
16.1.4	Project value R6 000 001 - R8 000 000	6-8 months
16.1.5	Project value R8 000 001 - R10 000 000	8-10 months
16.1.6	Project value R10 000 001 - R20 000 001	10-18 months
16.1.7	Project value R20 000 001 - R60 000 001	18-24 months
16.1.8	Project value above R60 000 000	24 months plus

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Part C3: Scope of Work

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CITY OF CAPE TOWN

Safety & Security

CONTRACT NO. 171C/2022/23

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

C3.1 Scope of Work

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1. INTRODUCTION

The Safety & Security Department within the City of Cape Town requires the appointment of a multi-disciplinary team to successfully undertake the planning and implementation of projects of various sizes and cost magnitude for the various directorates. The types of projects to be undertaken will be for Law Enforcement, Traffic, Metro Police, Disaster Risk Management, Fire & Rescue, Events & EPIC but not limited to. The proposed projects is to be identified over the 5 year period of appointment and is to be completed within the required timeframes and financial years. All projects to be implemented to the highest quality and to adhere to all relevant regulations and legislative requirements. Projects for implementation will only be based within the City Metropole borders.

A professional Service provider is required to provide the professional services necessary to implement this project, which, in terms of the Municipal Finance Management Act, 56 of 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for Contract No **PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY** which will be evaluated using a financial offer and preferences based system as described in the tender data.

2. BACKGROUND

Safety & Security is made up of 7 departments, namely Traffic, Law Enforcement, Metro Police, Fire & Rescue, Disaster Risk Management, Events & EPIC. Each department is custodian to various properties that require repairs, renovations, alterations and additions from time to time. These properties are located in all areas of the City of Cape Town Municipality. In addition, from time to time, new developments may be required. A need has been identified for professional service providers across all departments within the City of Cape Town and as the City gears toward Strategic Procurement, the need for tenders to be utilised by all City of Cape Town departments has been resolved. This tender will therefore be utilised primarily by Safety & Security, but will also be available for use by all other departments within the City of Cape Town, following an approval process.

3. EMPLOYER'S OBJECTIVE

The employer's objective is to implement new developments and repairs, renovations, alterations and additions from time to time on some of the properties under its custodianship across all Directorates within the City of Cape Town. Various studies and investigations as required by the Employer will also be undertaken under this contract as required. These may include area-based studies according to identified area boundaries of this contract as well as city-wide studies and investigations. These properties are located in all areas of the City of Cape Town Municipality. In order to design, procure and manage these projects the Employer requires various professional services to be provided.

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The Employers objective is to address all the needs on as many facilities and properties under the custodianship of the Safety & Security within the City of Cape Town that may be accommodated within the contract period, which will not exceed 60 months. This may be one of, or a combination of the following:

- Repairs
- Renovations
- Alterations
- Upgrades
- Additions
- New developments
- Studies and investigations
- Monitoring

The scope of work for individual projects will be outlined by individually appointed Project Managers within the City of Cape Town. Projects executed under this contract may not require the services of all key personnel and/or disciplines. Professionals required will be identified within the individual project briefs and scopes of work.

4. DESCRIPTION OF THE SERVICES REQUIRED

All services are to be provided on hourly rates basis for both normal services and additional time related services. The Employer reserves the right to request all supporting documentation from the tenderer at contract stage, substantiating various works project quotation amounts. The Service Provider is required To provide the following services:

4.1 City-wide Works Projects

Where the project entails work across the City the Employer/Employers Representatives will call for the appointed service providers to provide quotations for the project brief and scope of work, given at a briefing meeting where they are afforded the opportunity to provide a quotation based on the requirements of the project to be undertaken based on the approved rates tendered. The quotations will be evaluated and approved by the contract manager before works are to be implemented.

4.2 Administrative Services

These services include all admin functions that do not fall within the duties of the professional service providers as per the applicable gazetted guidelines of fees. Duties shall include, but not be limited to taking minutes, checking and verifying information etc. Administration functions will be solely called upon by the Employer/ Employers representatives in accordance with the project requirements.

4.3 Review and Takeover

This item shall apply to projects that have already commenced and undertaken by professionals other than those appointed on this tender. The purpose of this item is to determine whether the appointed service providers will further proceed with work previously done. Professional service providers will be required to review the work previously done by the Employer/Employers representatives or previously appointed professionals to confirm correctness of designs, specifications etc. in accordance with applicable standards and project requirements.

The professional service provider will compile a report after conducting a thorough review, detailing whether the items of work reviewed meet the correct standards, whether designs are structurally sound etc. A report detailing the outcome shall be compiled. The service provider may then have the option of continuing with the work as per the team of key personnel identified in the tender or alternatively appoint the original service providers as sub-consultants to continue with the project. The professional indemnity of the appointed service provider/s in accordance with this tender shall remain in place for the duration of the contract.

4.4.1 Transfer of Skills

Where required, the Employer/ Client may request a plan for transfer of skill. This may be in the form of nominated employees being trained in various programmes used on the works project electronically, or on site skills transfer. The Employer and Service provider may compile a proposal or skills transfer plan with objective measurable outputs and will be remunerated in accordance with the applicable Activity and associated hourly rate as set out in the Schedule of Rates.

Service Enquiries/Wayleave Applications




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

4.5 Engineering Services

NOTE TO TENDERERS: The document refers to rates based fees at an hourly rate for the planning and implementation of all proposed projects. The context merely outline the general duties, roles and responsibilities that may be executed in terms of the respective guidelines of fees. However, for the application of this tender, all work – Normal Services and Additional work etc., will be executed using the hourly rates tendered.

4.5.1 Planning, Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of Board Notice 138 of 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act 2000 (Act No 46 of 2000), published in Government Gazette No. 39480, 04 December 2015, as amended, updated or amplified upon in the project brief below.

These typical services listed below relate to carrying out studies and investigations as well as the preparation and submission of reports embodying preliminary proposals or initial feasibility studies and will normally be remunerated on a time and cost basis.

- Consultation with the client or client's authorized representative.
- Inspection of the site of the project
- Developing a scope of work where required.
- Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on feasibility and the selection of the most desirable project option.
- Assessments of existing built environment elements with a view to informing the project options, the scope of work and how to refurbish and/or integrate new works with existing works.
- Consultation with authorities having rights or powers of sanction as well as consultation with the public and stakeholder groups
- Advise the client as to regulatory and statutory requirements, including environmental screening management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for the completion of the report, and arranging for these to be carried out at the client's expense.
- Searching for, obtaining, investigating and collating available data, drawings and plans relating to the works.
- Investigating financial and economic implications relating to the proposals or feasibility studies.

Deliverables will typically include:

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

4.5.2 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 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, 04 December 2015, as amended, updated or amplified upon in the project brief below.

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

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2014, ensure that any sub-consultants/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an Occupational Health and Safety Agreement with the Employer in this regard before the commencement of any work related to this contract (Form C1.3, Part C1, refers). The service provider shall in addition, sign an Employers Agreement acknowledging the services and terms of services required as are described in Clauses 3.2.1 to 3.2.6 (inclusive) of the aforementioned Guideline.

Financial Administration Services:

Unless otherwise agreed in writing prior to the commencement of any work, part of the normal services of the professional service provider on all projects includes the provision of services related to all financial matters such as calculation of quantities, cost estimates, cost control and the procurement process.

The only exceptions, where financial services do not form part of the normal services of the consulting engineer are in the following cases:

- Structural and civil engineering services related to building and multi-disciplinary projects, and where such services form part of the quantity surveyor's scope of services.
- In the case of building and multi-disciplinary projects where the scope of works forms part of the principal building contract (for example a domestic subcontract) and where such financial administration services form part of the quantity surveyor's scope of services.

4.5.2.1 Stage 1 – Inception

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

Ongoing public and stakeholder participation will be required during this stage of the project.

(Defined as: Establish client requirements and preferences, refine user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies)

- Assist in developing a clear project brief.
- Attend project initiation meetings.
- Advise on procurement policy for the project.
- Advise on the rights, constraints, consents and approvals.
- Define the services and scope of work required.
- Conclude the terms of the agreement with the client.
- Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- Determine the availability of data, drawings and plans relating to the project.
- Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.
- Provide necessary information within the agreed scope of the project to other consultants involved.

Deliverables will typically include:

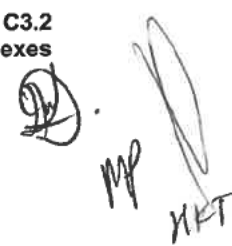
- Agreed services and scope of work.
- Signed agreement.
- Report on project, site and functional requirements.
- Schedule of required surveys, tests, analyses, site and other investigations.
- Schedule of consents and approvals and related lead times.

4.5.2.2 Stage 2 - Concept and Viability (also termed Preliminary Design)

(Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project)

- Agree documentation programme with principal consultant and other consultants involved.
- Attend design and consultants' meetings.
- Establish the concept design criteria.
- Prepare initial concept design and related documentation.
- Advise the client regarding further surveys, analyses, tests and investigations which may be required.
- Establish regulatory authorities' requirements and incorporate into the design.
- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- Establish access, utilities, services and connections required for the design.
- Coordinate design interfaces with other consultants involved.
- Prepare preliminary process designs; preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- Provide cost estimates and comment on life cycle costs as required.
- Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

Deliverables will typically include:

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

4.5.2.3 Stage 3 - Design Development (also termed Detail Design)

(Defined as: Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project)

- Review documentation programme with principal consultant and other consultant involved.
- Attend design and consultants' meetings.
- Incorporate client's and authorities' detailed requirements into the design.
- Incorporate other consultants' designs and requirements into the design.
- Prepare design development drawings including draft technical details and specifications.
- Review and evaluate design and outline specification and exercise cost control.
- Prepare detailed estimates of construction cost.
- Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
- Submit the necessary design documentation to local and other authorities for approval.

Deliverables will typically include:

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

4.5.2.4 Stage 4 - Documentation and Procurement

(Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.)

- Attend design and consultants' meetings.
- Prepare specifications and preambles for the works.
- Accommodate services design.
- Check cost estimates and adjust designs and documents if necessary to remain within budget.
- Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
- Prepare documentation for contractor procurement.
- Review designs, drawings and schedules for compliance with approved budget.
- Call for tenders and/or negotiation of prices and/or assist the principal consultant where relevant.
- Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
- Evaluate tenders.
- Prepare contract documentation for signature
- Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.
- Assess samples and products for compliance and design intent.

Deliverables will typically include:

- Specifications.
- Services co-ordination.
- Working drawings.
- Budget construction cost.
- Tender documentation.
- Tender evaluation report.
- Tender recommendations.
- Priced contract documentation.

4.5.2.5 Stage 5 - Contract Administration and Inspection

(Defined as: Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works)

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- Attend site handover.
- Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates of proposed variations for client decision making.
- Attend regular site, technical and progress meetings.
- Review the Contractor's quality control programme and advise and agree a quality assurance plan.
- Inspect the works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works for Level 1: periodic construction monitoring.
- Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.
- Adjudicate and resolve financial claims by contractor(s).
- Assist in the resolution of contractual claims by the contractor.
- Establish and maintain a financial control system.
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates to be issued by the principal agent.
- Instruct, witness and review all tests and mock ups carried out both on and off site.
- Check and approve contractor drawings for design intent.
- Update and issue drawings register.
- Issue contract instructions as and when required.
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- Inspect the works and issue practical completion and defects lists.
- Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals

Deliverables will typically include:

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

4.5.2.6 Stage 6 - Close- Out

(Defined as: Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project)

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

Deliverables will typically include:

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

4.5.3 Additional Services

The provision of additional services pertaining to all stages of the project as described below and amplified upon in the project brief.

Additional services anticipated in Clause 3.3.1 of Board Notice 151 of 2014: 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. 38324, 12 December 2014, will be conducted based on the hourly rates

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tendered and upon the acceptance of a quotation for such services received from the service provider by the Employer. Below is a list of typical additional services that may be required from time to time. However, service providers are to refer to the full scope of additional services as published in the latest gazette

- The provision of construction monitoring service as described in Clause 3.3.2 of Board Notice 151 of 2014: 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. 38324, 12 December 2014, as amended or amplified upon in the project brief below, will be conducted based on the rates tendered and upon the acceptance of a quotation for such services received from the service provider by the Employer.
- Acting as Lead Consulting Engineer as described in Clause 3.3.5 of Board Notice 151 of 2014: 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. 38324, 12 December 2014, as amended or amplified upon in the project brief below, which will be conducted based on the rate tendered.
- Acting as a Principal Consultant as described in Clause 3.3.6 of Board Notice 151 of 2014: 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. 38324, 12 December 2014, as amended or amplified upon in the project brief below, which will be conducted based on the rate tendered.
- Acting as a Principal Agent to the Client as described in Clause 3.3.6 of Board Notice 151 of 2014: 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. 38324, 12 December 2014, as amended or amplified upon in the project brief below, which will be conducted based on the rate tendered.
- In addition to the additional services identified by the Board Notice 151 of 2014: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act 2000 (Act No 46 of 2000), the successful service provider will be required to perform and conduct site visit reports and maintenance assessments on identified facilities and provide cost estimates for the works required. The service provider will be remunerated as per the tendered rate for compiling maintenance assessments and reports and recoverable expenses for the distance travelled as specified under Pricing Assumptions.

4.6 Quantity Surveying Services

Service providers are to refer to the latest applicable gazetted guideline of fee for persons registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000) for the full scope of services. Services undertaken by the Quantity Surveyor may include, but not be limited to:

4.6.1 Normal Services (Basic Fee)

The provision of all services described in Clauses 2 of the 2013 Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the project brief below.

For the purposes of this tender, hourly rates shall apply for normal services.

4.6.2 Additional Services

- The provision of additional services pertaining to all stages of the project as described below and amplified upon in the project brief.
- Additional services **not** included in Clause 2 of the 2013 Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the service provider by the Employer.
- Acting as Principal Agent as described in Clause 10.27 of the 2013 Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the project brief below, which will be conducted based on the hourly rate tendered.
- Acting as Principal Consultant as described in Clause 10.29 of the 2013 Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the project brief below, which will be conducted based on the hourly rate tendered.
- Acting as Project Monitor as described in Clause 10.33 of the 2013 Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as

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

4.7 Architectural Services

Service providers are to refer to the latest applicable gazetted guideline of fee, Board Notice 91 of 2020, Final Guideline Professional Fees Issued in terms of Section 34 (2) of the Architectural Profession Act, 2000 Act 44 of 2000 for the full scope of services.

For the purpose of the Tender, projects will be remunerated at the tendered hourly rate for the following categories of projects:

"Low complexity projects" means simple buildings or groups of buildings in an uncomplicated grouping with low impact on the environment:

These are structures with low performance requirements. Structures of simple utilitarian character, design and detail. The structures are constructed utilizing standard low technology building methods. They require a minimum of mechanical and electrical services or equipment, and basic civil works infrastructure;

"Medium complexity projects" means buildings or groups of buildings in a relatively uncomplicated grouping with a medium impact on its environs:

These are structures with medium performance requirements. The structures are of average character and design or detail. The structures require non-complex structural and civil works and an average level of mechanical or electrical equipment as could normally be handled by design- supply specialist contractors;

"High complexity projects" means a building or buildings in a large or complicated grouping with a significant impact on its environs:

These are structures with high performance requirements and demanding a sophisticated level of design and detail content to respond to specialized requirements. Complex buildings will usually incorporate comparatively large or specialised mechanical, electrical and other specialist installations, or be of complex structural or civil design;

Services undertaken by the Architect may include, but not be limited to:

4.7.1 Standard Services

The provision of all services described in the Final Guideline Professional Fees Issued in terms of Section 34 (2) of the Architectural Profession Act, 2000 Act 44 of 2000 as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the project brief below.

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

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

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations 2014, ensure that any sub-consultants/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.

The Standard Service is generally divided into 6 work stages. The essential functions of each work stage relevant to the service are identified hereafter as follows:

4.7.1.1 Stage 1: Inception

- Receive, appraise and report on the client's requirements with regard to the client's brief;
- Determine the site and rights and constraints;
- Determine budgetary constraints;
- Determine the need for consultants;
- Determine indicative project timelines;
- Determine methods of contracting; and
- whether other statutory authority applications are required or desirable.

4.7.1.2 Stage 2: Concept and viability (concept design)

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- Prepare an initial design concept and advise on:
 - i the intended space provisions and planning relationships;
 - ii proposed materials and intended building services; and
 - iii the technical and functional characteristics of the design.
- Check for conformity of the concept with the rights to the use of the land.
- Consult with local and statutory authorities.
- Review the anticipated costs of the project.
- Review the project programme.

4.7.1.3 Stage 3: Design Development

- Develop all aspects of the design from concept to full development including, but not limited to, construction systems, materials, fittings, and finishes selections;
- Review the programme and budget with the client, principal consultant or other consultants;
- Coordinate other consultants designs into building design;
- Prepare design development drawings including drafting technical details and material specifications;
- Discuss and agree on the building plan application and approval requirements with the local authority;

4.7.1.4 Stage 4: Documentation and procurement

Stage 4.1

- Prepare documentation required for local authority building plan application submission;
- Co-ordinate technical documentation with the consultants and complete primary co-ordination sufficient to support building plan submission;
- Review the costing and programme with the consultants;
- Obtain the client's authority, and submit documents for approval at the local authority.

Stage 4.2

- Prepare specifications for the works;
- Complete technical documentation sufficient for tender;
- Obtain offers for the execution of the works;
- Evaluate offers, and recommend a successful tenderer for appointment;
- Prepare the contract documentation and arrange the signing of the building contract by the client and the successful tenderer;
- Complete all remaining technical and construction documentation and coordinate same with the consultants;

4.7.1.5 Stage 5: Construction

- Administer the building contract;
- Give possession of the site to the contractor;
- Issue construction documentation;
- Review sub-contractor designs, shop drawings and documentation for conformity of design intent;
- Inspect the works for conformity with the contract documentation and acceptable quality in terms of industry standards;
- Administer and perform the duties and obligations assigned to the principal agent in the building contract;
- Manage the completion process of the project;
- Assist the client to obtain the required documentation necessary for the client to obtain the occupation certificate.

4.7.1.6 Stage 6: Close-out

- Facilitate the project close-out including the collation of the necessary documentation to effect completion, handover and operational manual of the project.
- When the contractor's obligations with respect to the building contract have been fulfilled, the architectural professional shall issue the certificates related to the contract completion.
- Provide the client with construction record documentation and the relevant technical and contractual undertakings by the contractor and subcontractors.

4.7.2 Partial services and additional services

a) The Architectural Profession Act provides for the appointment of various architectural professionals for fulfilling each or any stage of a standard service or parts thereof.

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b) Partial and additional services may be agreed on, and the options most regularly utilised are the following:

- Appointment as architectural professional and principal consultant (not as principal agent);
- Appointment as a design architectural professional (design only);
- Appointment as architectural professional of record (design by others, can be principal agent);
- Appointment as principal agent only; and
- Appointment to perform additional services.
- Any combination of the above appointment may also be agreed

4.7.3 Additional services

The following non exhaustive services are additional to the standard service and qualify for additional fees and these services may be added individually or in varying combinations, and shall be provided by prior agreement between the client and the architectural professional:

4.7.3.1 Special design services

The preparation of special designs within, or in relation to, the facilities which are contemplated in a standard service, may include the following:

- Rational design and Green Star design; participation in the preparation of rational designs and green star design and document format conversion of other consultants' designs;
- Town-planning and/or urban design including participation in the application for the establishment and/or amendment of regional and local town-planning and urban design schemes and the amendment of title conditions, negotiations with interest groups and authorities;
- Sectional titles plans, submissions, alteration and registration;
- Master planning — defining and planning the layout of future development of buildings and/or services on the same site;
- Landscape design — participation in landscape planning and construction;
- Interior design — the design of interiors and the selection of furnishings, fixtures and special finishes;
- Specialized equipment lay-out and consequential coordination requirements;
- Liaison with special designers and specialist consultants;
- Purpose-made items: the design and documentation of purpose made items;
- Promotional material, art work and immersive digital experiences, participation in the preparation of promotional material;
- Plant operation and production layouts, participation in the definition of plant operation layouts;
- Building Information Modelling (BIM) services beyond design and construction documentation. This includes BIM services intended for asset maintenance and/or facilities management.

4.7.3.2 Special management services

a) Elaboration of architectural professionals' services including inter alia:

- the preparation of broad project parameters;
- project scope statements;
- project milestones;
- budget and cash-flow forecasts;
- tender enquiry documentation;
- contractor and supplier selection;
- adjudication and tender awards;
- progress status monitoring;
- variations management;
- quality management over and above the industry norms;
- communication management;
- payment processing and
- final account close-outs.

c) Cost and valuation services: Participation in the administration of costs and payments where a quantity surveyor has not been appointed.

d) Special inspections: more intensive inspections and assessment of the works than the norm for assessing compliance with specifications and design intent.

e) Special Project Management Functions: more extensive project management of the works than the norm for complex including the preparation of the BIM protocol document and the management

4.7.3.3 Special studies

- Preparation of the client's brief: assist the client in the preparation of his requirements with regard to the purpose, scope, use and operation of the project;
- Site selection: research the suitability and location of a site for a proposed project;
- Feasibility studies: participation in technical and/or economic feasibility studies;
- Environmental studies: participation in environmental studies;
- Energy analysis, studies and planning: Green Star Ratings;
- Market surveys: participation in market surveys;
- Traffic studies: participation in traffic-flow studies.
- Drone studies; specialised photography for technical application and marketing material.
- Specialist survey- Point Cloud and Liddar Survey
- As built measured survey- required for verification of portions of construction undertaken during the works

4.7.3.4 Special Submissions to Statutory Authorities

- Land Use;
- Environment;
- Heritage;

4.7.3.4 Work on existing premises

- Surveys and inspections — inspect, survey, measure and prepare documentation of existing premises, with other consultants as needed;
- Restorations and renovations — services in connection with work on existing buildings;
- Heritage sites — services in connection with work on heritage buildings, structures and sites;
- Services in connection with demolition permits of existing buildings and structures.

4.7.3.6 Other services

- Participation in litigation and dispute resolution (where a concurrent service is provided);
- Additional services as may be mutually agreed on.

4.7.4 Additional Services

(a) The provision of additional services pertaining to all stages or partial stage as required by the Employer of the project as described below and amplified upon in the project brief.

(i) Additional services anticipated in Clauses 1.2.1 of the 2012 Professional Fees Guidelines as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the vendor by the employer.

(b) Acting as Principal Agent as described in Clause 1.6 of the 2012 Professional Fees Guidelines as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the project brief below, which will be conducted based on the hourly rate tendered.

(c) Acting as Principal Consultant as described in Clause 1.6 of the 2012 Professional Fees Guidelines as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the project brief below, which will be conducted based on the hourly rate tendered.

- d) The provision of special inspections (Clerk of Works service) as described in Clause 1.2.1.2 of the 2012 Professional Fees Guidelines as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the project brief below, which will be conducted based on the rates tendered and upon the acceptance of a quotation for such services received from the service provider by the Employer.

4.8 Landscape Architectural Services

The provision of all standard services described in the document entitled "Amended Landscape Architectural Work Stages – January 2011", published by the South African Council for the Landscape Architectural Profession (available on their website www.saclap.org.za), as amended or amplified upon in the project brief.

4.9 Professional and Technical Land Surveying Services

4.9.1 Standard Services

The provision of services as described in the latest applicable Board Notice, Tariff of fees applicable to the South African Council for Professional and Technical Surveyors, as required by the Employer, which may be amended in the project brief.

All relevant appropriate hourly rates will be applicable for services required by the Employer from time to time. All duties of the Land Surveyor shall be in accordance with the duties outlined in the Land Survey Act (Act No. 8 of 1997) and applicable regulations and that which has been outlined in the Board Notice in conjunction with The South African Council for Professional and Technical Surveyors (PLATO).

4.9.2 Time Based categories of Work

Time based categories of work shall include the following, remunerated on the hourly rates published by PLATO:

- (a) Feasibility studies to assess the feasibility of developing property. This could typically involve:
 - (i) Site investigation
 - (ii) Valuation of property
 - (iii) Land audit
 - (iv) Feasibility reports
- (b) Environmental impact studies consisting of:
 - (i) Consulting fee (where appropriate)
 - (ii) Discussion with interested and affected parties
 - (iii) Formulation of reports
 - (iv) Submission of EIA reports for approval to relevant authorities
- (c) Preparation of site plans consisting of:
 - (i) Field work
 - (ii) Calculations
 - (iii) CAD drawings
- (iv) Subcontracting costs (if applicable)
- (d) Changing of land rights applications, which may include:
 - (i) Application fees
 - (ii) Paper prints produced for client and local authority
 - (iii) Obtaining Power of Attorney from client
 - (iv) Obtaining company resolution from client
 - (v) Obtaining zoning sheets/zoning certificates from local authority
 - (vi) Obtaining title deeds from Deeds Office
 - (vii) Scrutiny of title deeds
 - (viii) Discussions with the local authority and other stakeholders
 - (ix) Discussions with other professional service providers
 - (x) Meetings with client
 - (xi) Drafting of memoranda as required
 - (xii) Preparation of plans and maps as required
 - (xiii) Preparation of layout plans showing the proposed development
 - (xiv) Submission of applications to the relevant organisation(s) for approval
 - (xv) Examination and comment on the conditions of establishment
 - (xvi) Attend hearings
 - (xvii) Amendments to applications as directed by the client or approval authority
- (e) Rezoning of property and amendments to town planning scheme applications. Activities and costs could include:-
 - (i) Advertisement costs
 - (ii) Application fees
 - (iii) Preparation of zoning maps
 - (iv) Drafting of zoning scheme clauses
 - (v) Discussions with other professional service providers
 - (vi) Discussions with the local authority and other stakeholders
 - (vii) Preparation of reports motivating rezoning application
 - (viii) Submission of applications to the relevant organisation(s) for approval
 - (ix) Attending Hearings

- (f) Applications to remove restrictive conditions of property. Activities and costs could include:-
- (i) Advertisement costs
 - (ii) Application fees
 - (iii) Discussion with other professional service providers
 - (iv) Discussions with the local authority and other stakeholders
 - (v) Preparation of letter/report motivating the removal of restrictions
 - (vi) Submission of application
- (g) Framing of certificates of identity. Activities and costs could include:-
- (i) Sourcing and preparation of data
 - (ii) Undertaking a site inspection
 - (iii) Undertaking measurements and calculations
 - (iv) Drafting of plan(s)
 - (v) Formulating a report
- (h) Marketing of projects. Activities and costs could include:-
- (i) Flagging of Properties
 - (ii) Preparation of sales plans
- (i) GIS development work. Activities and costs could include:-
- (i) Establishing client requirements
 - (ii) Design of GIS organisation structures
 - (iii) Technical consulting work
 - (iv) Customisation of software
 - (v) Application development work
 - (vi) Design and implementation of spatial databases
 - (vii) Maintenance of spatial databases
 - (viii) System design
 - (ix) System implementation
 - (x) Production of spatial reports and analysis
 - (xi) Training of client
 - (xii) Support
 - (xiii) Data collection and conversion
 - (xiv) Subcontracting costs
- (j) Data acquisition from the Surveyor General or other sources. Activities and costs could include:-
- (i) Data search
 - (ii) Disbursements

4.10 Occupation Health and Safety Services

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

The Service Provider, in submitting a tender for this professional services contract, shall be deemed to have acknowledged acceptance of the appointment as the client's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003, should the Employer accept the tender. The Service Provider shall, as such, execute all of the duties of the client as contemplated in the Construction Regulations.

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

4.10.2 Standard Services

Stage 1 – Project Initiation and Briefing

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

- Assist in developing clear project brief
- Attend the project initiation meetings
- Conclude the terms of agreement with the Employer
- Advise on required surveys, analysis, tests and site or other investigations that may be required
- Provide necessary information to other consultants

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- Define the scope of work and services

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

Deliverables required include, but are not limited, to:

- Agreed scope of work
- Agreed scope of services
- Signed agreement
- Schedule of required surveys, tests, analyses, site and other investigations

Stage 2 - Concept and Feasibility

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

- Agree documentation programme
- Attend design and consultants meetings
- Review and evaluate design concepts and advise on OHS in conjunction with other consultants
- Determine and agree the project OHS complexity profile and prepare the OHS policy for the project
- Prepare a draft baseline risk assessment
- Prepare draft OHS specification
- Agree the format and procedures for OHS control
- Advise other consultants regarding the project OHS requirements and related design risk management process
- Liaise, co-operate and provide necessary information to all parties

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

Deliverables required include, but are not limited, to:

- Complexity profile of project
- Agreed OHS policy for the project
- Draft baseline risk assessment
- Draft OHS specification
- Schedule of required surveys, tests and other investigations required
- Design risk management process

Stage 3 - Design Development (Detail Design)

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

- Review documentation programme
- Attend design and consultant meetings
- Manage, co-ordinate, integrate and record design risk management process with the other consultants in a sequence to suit the documentation programme
- Monitor the integration of the OHS aspects during the design process and finalise the baseline risk assessment
- Identify and implement precautions necessary for OHS control and update OHS specification
- Agree on a format for the OHS file for the project
- Assist other consultants with detailed information relevant to cost estimates and budgets
- Liaise, co-operate and provide necessary information to all parties

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

Deliverables required include, but are not limited, to:

- Design risk management records

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- Final baseline risk assessment
- Updated OHS specification
- Schedule of precautions necessary for OHS control
- Template for OHS file

Stage 4 – Documentation and Procurement

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

- Attend design and consultant meetings
- Prepare OHS tender specification and integrate with the procurement documentation
- Provide and record OHS risk information to the consultants
- Prepare OHS documentation for submission to authorities
- Assist with the evaluation of tenders and verify contractor(s) competencies, knowledge and resources to carry out the works safely
- Assist with the preparation of contract documentation for signature
- Assess samples, mock-ups and products for OHS compliance

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

Deliverables required include, but are not limited, to:

- Final OHS Specifications
- Design risk management records
- OHS documentation for authorities
- OHS evaluation of tenders

Stage 5 – Contract Administration and Inspection

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

- Assess and approve the contractor(s) OHS plans
- Submit necessary documentation to authorities and facilitate permits that may be required to commence the works
- Attend the site handover meeting
- Attend regular site, technical and progress meetings
- Monitor design risk management
- Monitor the implementation of the OHS plan(s) in accordance with the OHS specification and recommend stop orders where necessary
- Conduct safety management system audits
- Audit compliance with the OHS plan and brief the project management team and contractor(s) following site audits
- Monitor the compilation of the OHS file and verify the maintenance of same by the contractor(s)

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

Deliverables required include, but are not limited, to:

- Approved contractor(s) OHS plan(s)
- Permits to commence work
- Design risk management records
- Record changes to the OHS specification and OHS plan(s)
- OHS audit reports and records
- Work stoppage report(s)
- OHS report of compliance status

Stage 6 – Close-Out

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

- Review, discuss and approve the OHS file with the contractor(s)
- Manage the OHS during the defects liability period
- Prepare OHS operations and maintenance report
- Prepare OHS close out report

Deliverables required include, but are not limited, to:

- Record of audits during the defects liability period
- Report on the approved OHS file
- OHS operations and maintenance report
- OHS close out report

4.10.3 Additional Services

Time based additional services

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

4.11 Project and Construction Management Services

The provision of services as described in the latest applicable Board Notice, Tariff of fees applicable to the South African Council for Project and Construction Management Professions, as required by the Employer, which may be amended in the project brief.

All relevant appropriate rates will be applicable for standard services and for additional services required by the Employer from time to time. All duties of the Project Management Professionals shall be in accordance with the duties outlined in the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000) and applicable regulations.

4.12 Environmental Assessment Practitioner

Duties may include, but will not be limited to:

- Conducting a full EIA as and when required
- prepare a project specific Construction Environmental Management Programme (specification) (C-EMP) for inclusion into the construction tender/contract document.
- to assist the Engineer in ensuring that any necessary permits are obtained.
- 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.
- 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.
- to review construction method statements for approval by the Engineer.
- to assist the Engineer and Contractor in finding environmentally responsible solutions to problems.
- 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.
- 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.
- to inspect the site and surrounding areas with regard to compliance with the C-EMP.
- to advise the Engineer on the imposition of penalties or fines specified in the C-EMP, or the removal of person(s) and/or equipment not complying with the specifications.

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

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

4.13 Geotechnical Engineer

The geotechnical engineer must provide specialist information pertaining to the soil conditions as well as the subsoil conditions encountered in the informal settlement. The geotechnical engineer must provide a detailed report outlining the prevailing soil conditions as well as subsoil condition. The report should outline remedial actions if any as well as a detailed cost estimate for the remedial actions.

- Agree on a documentation programme with lead consultant/project manager and other consultants.
- Provide input in design and consultant meetings.
- Conduct Site visits
- Conduct Geotechnical Study as well as area geology
- Provide a geotechnical report on conditions with remedial actions.
- Liaise with relevant statutory bodies on behalf of client.
- Report on progress
- Attend technical meetings

4.14 Land Surveyors

The land surveyor will be responsible for all land, cadastral surveying duties as well as topographical surveys. All current services should be indicated and the topographical survey should be digitised to allow for the design and calculation of bulk earthworks in the area.

- Agree on a documentation programme with lead consultant/project manager and other consultants.
- Provide input in design and consultant meetings.
- Conduct site investigations
- Conduct Topographical Survey
- Produce digitised map of area
- Conduct land survey
- Liaise with relevant statutory bodies on behalf of client.
- Report on progress
- Attend technical meetings

The provision of services as described in the latest applicable Board Notice, Tariff of fees applicable to the South African Council for Professional and Technical Surveyors, as required by the Employer, which may be amended in the project brief.

All relevant appropriate hourly rates will be applicable for standard services and for additional services required by the Employer from time to time. All duties of the Land Surveyor shall be in accordance with the duties outlined in the Land Survey Act (Act No. 8 of 1997) and applicable regulations and that which has been outlined in the Board Notice in conjunction with The South African Council for Professional and Technical Surveyors (PLATO).

5. GENERAL

5.1 Time Frames/Milestones

Milestones set by the Employer in each works project 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.

5.2 Places for the Performance of Specific Tasks

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

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

5.3 Reporting Requirements

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

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

A preliminary Project Close-Out Report shall be submitted to the Employer within three months of the Certificate of Completion having been issued for JBCC related projects or within 12 months for GCC related projects, which shall be updated as necessary and re-submitted within three months of the issue of the Final Approval Certificate.

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

7. APPROVALS

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

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

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.

8. PROCUREMENT

8.1 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.

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

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

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

The Contractor shall submit to the Employer's Agent documentary evidence in accordance with the applicable codes of good practise, of the B-BBEE status level of every sub-contractor employed by the

Contractor. Until such time as documentary evidence as described above has been submitted to the Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

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

8.3 Forms for contract administration

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

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

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

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

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

9. FORMAT OF COMMUNICATION

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

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

10. MANAGEMENT MEETINGS

10.1 Management Meetings

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

10.2 Community/Stakeholder Meetings

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

10.3 Supply Chain Management (SCM) Committee Meetings

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

10.4.1.4 Site/Technical Meetings

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

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10.4.1 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.

10.5 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.

Any works or scope of works not referred to under the scope work of will be deemed to be covered as per scope of work requirements per profession

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Safety & Security

CONTRACT NO. 171C/2022/23

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

C3.2 Annexes

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

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ANNEX 1

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT NO.Value of the contract (as defined in
Schedule 24: Preferencing Schedule) (P*)

R

B-BBEE Status Level of Prime Contractor

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

¹Documentary evidence to be providedSignaturesDeclared by Contractor
(Service Provider) to be true
and correct:Verified by Employer's
Representative:

Date: _____

Date: _____

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ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

171C/2022/23 - CONTRACT DOCUMENT FOR THE

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

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* x 100
JV Partner A		%	R	R	%
JV Partner B		%	R	R	%
JV Partner C		%	R	R	%

¹Documentary evidence to be providedSignatures

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

Date:

Verified by Employer's Representative:

Date:

HKT

MP



Part C4: Site Information

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Safety & Security

CONTRACT NO. 171C/2022/23

PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY

C4 Site Information

GENERAL

The sites for the Works are those areas which may be identified within the four regions (North, South, Central and East) in the City of Cape Town municipal area in which Works Projects are to be executed.

WORKS PROJECTS

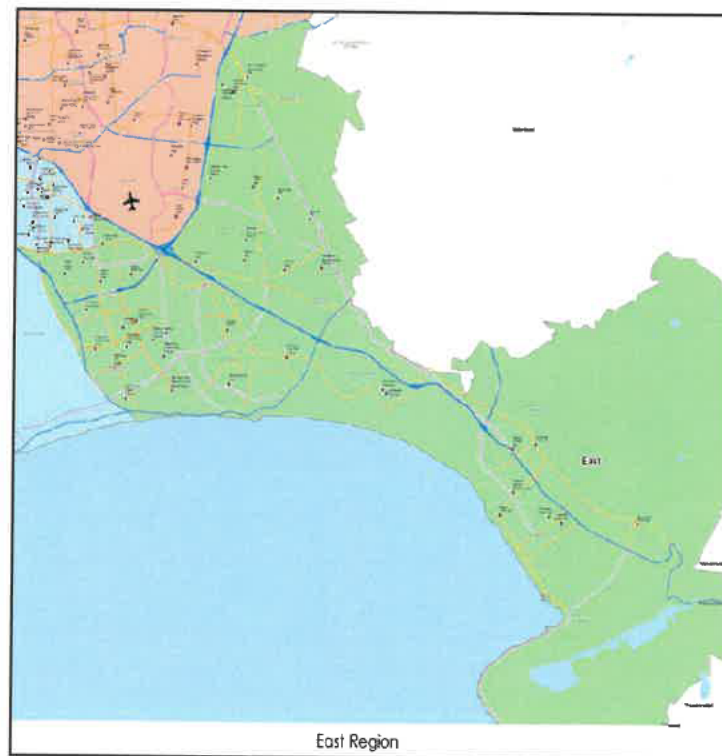
Site specific information will be specified, as required, in the Works Project contract document for a particular Works Project.

Work Areas will be anywhere within a region. Refer to the drawings for the boundaries of each region (where ambiguity exists as to the exact location of the boundary, i.e. if the boundary is shown as being directly on a road, then the boundary shall always be either to the north or the east of the road in question).



City of Cape Town

C4 HKT
MT
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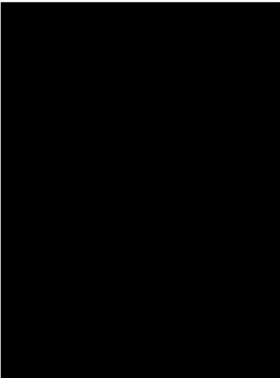
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2023



C4
Y/K/T
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14 December 2023



DELEGATION OF AUTHORITY – 

Chief Executive Officer and Director of 

hereby delegates and authorizes  to duly sign contractual documentation for the City of Cape Town 171C/2022/23: PERIOD TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO PLANNING, EXECUTION AND MONITORING OF VARIOUS PROJECTS FOR DEPARTMENTS FALLING UNDER SAFETY AND SECURITY appointment, on his and the company's behalf.

Yours Faithfully,

