



**CITY OF CAPE TOWN
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STAD KAAPSTAD**

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MEMORANDUM OF AGREEMENT

OF THE

**PROVISION OF PROFESSIONAL ENGINEERING SERVICES: PLANNING,
DESIGN & IMPLEMENTATION OF A NEW BULK OUTFALL SEWER AND
REHABILITATION OF EXISTING MONTAGUE DRIVE BULK SEWER SYSTEM**

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

**BIGEN AFRICA SERVICES (PTY) LTD
(REGISTRATION NO. [REDACTED])**

PREAMBLE

WHEREAS Tender 207C/2019/2020 was awarded to the Service Provider on 09 April 2020 in line with resolution SCMB 19/04/20, for the Provision of Professional Engineering Services: Planning, Design and Implementation of a New Bulk Outfall Sewer and Rehabilitation of the existing Montague Drive Bulk Sewer System, for a period of 2121 days (303 weeks).

AND WHEREAS in line with resolution SCMB 19/04/20, council approved the contract in terms of section 33 of the Local Government: Municipal Financial Management Act 56 of 2003 on 19 April 2020 on the same specifications, terms and conditions as advertised in Tender 207C/2019/2020.

AND WHEREAS It is recorded that this Contract will be governed by the provisions of the CIDB Standard Professional Services Contract (July 2009) (Third edition of CIDB document of 1014), which is available at: <http://www.cidb.org.za/publications/Documents/Standard%20Professional%20Services%20Contract.pdf> ("**GCC**"), read with the Contract Specific Data ("**SCC**") as set out in the Contract.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**1. PARTIES**

The Parties to this Contract are:

- 1.1. **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act, 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("**the Employer**"), herein represented by the **City Manager or his nominee** and duly authorised hereto;
- 1.2. **Bigen Africa Services (Pty) Ltd**, a private company registered in terms of the laws of the Republic of South Africa with registration [REDACTED] with its principal place of business situated at [REDACTED] (the "**Service Provider**"), herein represented by its duly authorised representative, [REDACTED] his capacity as [REDACTED]

each a "**Party**" and together the "**Parties**".

2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Annexure 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 terms and conditions of the SCC;
 - 2.1.2. second, the terms and conditions of the GCC;
 - 2.1.3. third, Annexures and schedules to this Contract; and

2.1.4. fourth, 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 Service Provider to perform the Scope of Work to the Employer from the start date, being **24 February 2021**.
- 3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall commence on the Commencement Date and shall endure for a period of **303 weeks**.

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 Service Provider as set out in this Contract.
- 5.2. The Employer shall monitor and evaluate the Service Provider's performance in respect of the Scope of Work (Part C3: Scope of Work).

6. OBLIGATIONS OF THE SERVICE PROVIDER

- 6.1. The Service Provider hereby agrees and undertakes to perform the Services to the Employer as set out in C3: Scope of Work.
- 6.2. The Service Provider 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 Service Provider will ensure that the Works will be of a satisfactory quality and fit for purpose, having due regard to the assumptions that the Consultant can be reasonably expected to make in accordance with sound engineering and/or professional practise and exercising the level of skill, care and attention required of the Consultant.

- 6.4. The Service Provider 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 Service Provider will not conduct any activity of whatsoever nature which may be detrimental to the Employer's reputation and goodwill.
- 6.6. The Service Provider undertakes to and in favour of the Employer that it –
 - 6.6.1. has the resources, necessary expertise and skill, capabilities and technology to provide the Works to the Employer; and
 - 6.6.2. has effective, efficient and transparent financial management and control systems in place.

7. PRICING DATA

- 7.1. The Contract Price for the Works shall be as set out in Part C2: Pricing Data.
- 7.2. The Service Provider shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

Part C1: Agreements and Contract Data

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **CONTRACT 207C/2019/20: PROVISION OF PROFESSIONAL ENGINEERING SERVICES: PLANNING, DESIGN AND IMPLEMENTATION OF A NEW BULK OUTFALL SEWER AND REHABILITATION OF THE EXISTING MONTAGUE DRIVE BULK SEWER SYSTEM**

The Service Provider, 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 Service Provider, 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:

R34, 478, 966.50 (THIRTY-FOUR MILLION FOUR HUNDRED SEVENTY-EIGHT THOUSAND NINE HUNDRED SIXTY-SIX RAND FIFTEEN CENTS).

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.

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 Service Provider's offer shall form an agreement between the Employer and the Service Provider upon the terms and conditions contained in this agreement and in the contract that is the subject of this Contract.

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)

Part C2: Pricing data

Part C3: Scope of work

Part C4: 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 Contract 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 Service Provider 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 Contract.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Service Provider receives one fully completed original copy of this document, including the schedule of deviations (if any). The Service Provider 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 Contract as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

EMPLOYER: THE CITY OF CAPE TOWN

Signature:



Name:

Michael Webster

Title:

Executive Director: Water and Waste

Date:

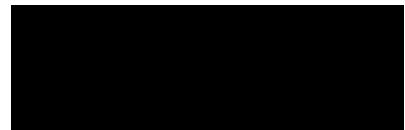
Witness 1:



Witness 2:

**SERVICE PROVIDER: BIGEN AFRICA SERVICES
(PTY) LTD**

Signature:



Name:



Title:



Date:

24 February 2021

Witness 1:



Witness 2:



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 1014)**, 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:**

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

Design of Construction Phases 1 and 2:

- | | |
|----------|--|
| Stage 1: | Two (2) Weeks after Start Date |
| Stage 2: | Twenty-seven (27) Weeks after Start Date |
| Stage 3: | Fifty-two (52) Weeks after Start Date |

Construction Phase 1:

- | | |
|----------|---|
| Stage 4: | Eighty-seven (87) Weeks after Start Date |
| Stage 5: | Two-hundred and twenty-six (226) Weeks after Start Date |
| Stage 6: | Two-hundred and thirty (230) Weeks after Start Date |

Construction Phase 2:

- | | |
|----------|--|
| Stage 4: | Two-hundred and forty-three (243) Weeks after Start Date |
| Stage 5: | Two-hundred and ninety-nine (299) Weeks after Start Date |
| Stage 6: | Three-hundred and three (303) Weeks after Start Date |

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

The project is the **PROVISION OF PROFESSIONAL ENGINEERING SERVICES: PLANNING, DESIGN AND IMPLEMENTATION OF A NEW BULK OUTFALL SEWER AND REHABILITATION OF THE EXISTING MONTAGUE DRIVE BULK SEWER SYSTEM**

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.

*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).

Clause 3.2

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

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is the **DIRECTOR: WATER AND SANITATION**.

The address for receipt of communications is:

Telephone: (021) 400 4843

Facsimile: (021) 419 7639

E-mail: Michael.Webster@capetown.gov.za

Postal Address: PO Box 298

CAPE TOWN, 8000

Physical Address: Water & Sanitation Head Office

8 Voortrekker Road, corner of Mike Pienaar Boulevard

BELLVILLE

7535

Clause 3.4.1:

Add the following to the first sentence:

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

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

Clause 3.5:

Add the following:

The location for the performance of the Project will be the **LOCAL OFFICE** of the service provider, together with the site of the proposed bulk sewer and existing Montague Drive bulk sewer to be

rehabilitated in Montague Gardens and Milnerton areas, 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 3.9.2:

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 3.12.1

Add the following:

The penalty amount per day is as follows:

R 2000.00

The maximum penalty amount is as follows:

10% of the Contract Value.

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, ABSA, 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 ABSA rate referred to above, then the ABSA 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, ABSA, 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 **R 60 000 000** in respect of each and every claim during the period of insurance. Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.
- b) Public Liability insurance with a limit of indemnity of not less than R20 000 000 for any single claim, the number of claims to be unlimited during the contract period.
- c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

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

Clause 5.4.2

Add the following:

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

Add the following clause after Clause 5.4.2:

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

Clause 5.5:

Add the following:

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

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

Clause 6.4:

Add the following clause after Clause 6.3:

6.4 Conflict of Interest

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

Clause 7.1.2

Add the following:

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

Clause 7.2.1:

Add the following:

The Service Provider shall provide appropriate Personnel for such time periods as required and shall enter all data pertaining to Personnel and Key Persons on the Personnel Schedule (comprised of Schedules 11 and 18, Part T2.2: Returnable Schedules).

Clause 8.1:

Add the following:

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

Clause 8.4.1:

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

- f) if the Service Provider has failed to provide the required insurances within the prescribed time;
- g) if the Service Provider has committed a corrupt or fraudulent act during the tender process or the execution of the Contract; or
- h) if the Service Provider has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract;

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.

Clause 9.1:

Add the following:

Copyright of 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**.

Clause 11.1:

Add the following:

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

Clause 12.1.2:

Add the following:

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

Clause 12.2.1:

Add the following:

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

Clause 12.2.4:

Add the following:

Final settlement is by **litigation**.

Clause 12.3.3:

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

Clause 13.1:

Add the following clause after Clause 13.1.3:

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

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

Clause 13.4:

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

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

(a) Final completion of the construction contract.

- (b) Suspension, postponement, expiry or termination of all construction contracts.
- (c) Cancellation or termination of this Contract.

Clause 13.7.3:

Add the following clause after Clause 13.7.2:

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

Clause 14.5:

Add the following new clause after Clauses 14.4:

Clause 14.5: Tax Invoices

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

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

Clause 14.6: More frequent payments

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

Clause 15:

Add the following:

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

C1.3 Occupational Health and Safety Agreement

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

BIGEN AFRICA SERVICES (PTY) LTD

(Service Provider/Mandatar/Company/CC Name)

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

I, [REDACTED] representing **BIGEN AFRICA SERVICES (PTY) LTD**, as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

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

COID ACT Registration Number: [REDACTED]

OR Compensation Insurer: **N/A**

Policy No.: **N/A**

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

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

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

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

Signed at Bellville on the 25th day of February 2021

[REDACTED]

Witness

[REDACTED]

for and on behalf of the Service Provider

Signed at on the day of 20

[REDACTED]

Witness

[REDACTED]

for and on behalf of City of Cape Town

C1.4 Insurance Broker's Warranty

The Service Provider confirms that all the insurances required in terms of the Contract are valid and in force prior to commencement of the Works.

In the event of the Service Provider being under insured or its insurers repudiating its claim for whatsoever reason, there will be no recourse against the Employer, either by the Service Provider or any third parties and the Service Provider shall remain liable and indemnifies the Employer in full in this regard.

Part C2: Pricing Data

C2.1 Pricing Assumptions

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

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

Unit:	The unit of measurement for each item of work.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.

3. A rate, sum and/or price as applicable, is to be entered against each item in the Activity Schedule. If a nil rate (i.e. "nil" or "0.00") is entered against an item, it will be considered that there is no charge for that particular item. **An item against which no rate (or rates, in the case of rate categories if provided) 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.**
4. The rates, sums and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Time based rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical

staff.

5. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.
6. Where the construction works is broken up into phases for the purposes of targeting specialized contractors in the different disciplines, the "make-up" of each component is described in the Scope of Work.
7. **No unauthorized amendments shall be made to the Activity Schedule or any part of the Pricing Data. If Such amendments are made, or if the Activity Schedules are not properly completed, the tender may be rendered as non-responsive.**
8. The following table shall be used for proportioning the tendered basic fee for normal services, for each discipline, over the various stages of the services:

Stage of Services	Percentage points for each stage
1. Inception	5
2. Concept and Viability	25
3. Design Development	25
4. Documentation and Procurement	15
5. Contract Administration and Inspection	25
6. Close-Out	5

9. Tendered time-based fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. All other rates, sums, percentage fees or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall **not** be subject to any variation throughout the period of the contract. In developing any other rates, (excluding time based), tenderers must make allowance for annual increases.
10. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Activity Schedule. In respect of engineering and landscape architectural services, this provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The provision for architectural services is in respect of specific services as described in the Scope of Work. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.
11. The categories of persons (A, B, C, D) in respect of time-based fee rates for professional services shall be as defined in the relevant guideline scope(s) of services (as referenced in the Specifications).
12. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.

13. Where a provisional sum has been provided in respect of additional construction monitoring services, the service provider shall, when called upon to do so by the Employer, submit a proposal in respect of such construction monitoring to the Employer for approval. The Service Provider is not entitled to claim the full provision in this regard, but shall rather submit a realistic proposal based on the requirements of the project, and as set out in the Scope of Work, which may be accepted, or rejected, at the sole discretion of the Employer.
14. Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or in full should the services, etc. not be required. Where services are to be sub-contracted out by the Service Provider, which do not exceed R200 000,00 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/contractors. Where the sub-contracted services are likely to exceed R200 000,00 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemized in the Activity Schedule.
15. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.
16. 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.
17. 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.
18. The per kilometre rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. This rate is currently R3.61/km (excluding VAT).
19. Tenderers are to note that the planning for this Contract is based on a **seven-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.

The Employer shall conduct periodic reviews of the Contract, at least, once every 3 (three) years in accordance with section 116(1)(b) of the MFMA.

20. If the Service Provider considers it necessary to employ the services of the safety specialist in order to execute duties as the client's agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, should the Employer accept the tender (Clause 7.2.1.3, Part C3.1 Scope of Work), the cost thereof must be included in the fee tendered for this aspect of the project.
21. If the Service Provider deems it necessary to appoint a sub-consultant as Environmental Officer (EO), the cost thereof must be included in the fee tendered for this aspect of the project.
22. All charges in respect of attendance at meetings (Clause 14, Part C3.1 Scope of Work) and the provision of secretarial services, shall be included in the tendered basic fee for normal services (Item No. 1.1 of the Activity Schedule).
23. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
24. Clause F.2.13.11 in Part T1.2 Tender Data shall be applicable to the submission of Activity Schedules which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Activity Schedules.

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

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

25. For any variations in rates of exchange, which shall be for the Employer's account in accordance with Clause 3.17 of the Contract Specific Data in Part C1.2 Contract Data, the Tenderer is specifically referred to the Service Provider's obligation to take out **forward cover**. The schedule titled **Price Basis for Imported Plant and Materials** is attached hereto and must be completed by the Tenderer, if applicable, in conjunction with pricing the relevant items in the Activity Schedules.

C2.2 Activity Schedule

ITEM NO. 1: ENGINEERING SERVICES

Item No.	Activity Description	Unit	Quantity	Rate R c	Amount R c
1.1.	Time-based fees for engineering services (Planning, Studies, Investigations, Assessments and Normal Services Stages 1 to 6) incl. travelling time required by the following personnel, for the complete project scope of works:				
1.1.1.	Project leader (Civil Engineer/Technologist- ECSCA Category B or higher staff)	hr	5400		
1.1.2.	Senior Design Engineer (Various disciplines- ECSCA Category C staff)	hr	9460		
1.1.3.	Design Engineers (Various disciplines- ECSCA Category D staff)	hr	5910		
1.1.4.	CAD Operators/Technicians	hr	3450		
TOTAL OF ITEM NO. 1 TO SUMMARY					18,849,475 00

ITEM NO. 2: ADDITIONAL SERVICES

Item No.	Activity Description	Unit	Quantity	Rate R c	Amount R c
2.1.	Additional Services pertaining to all stages of the Project:				
2.1.1.	Applying for wayleave conditions and approvals from all services authorities.	Sum	-	-	0.00
2.1.2.	Exposing underground services by hand excavation, radio detection and on-site verification of all existing services positions and levels along the proposed pipeline routes to confirm wayleave information.	Prov Sum	-	-	
2.1.3.	Extra over Item 2.1.3. above in respect of all other costs, overhead charges and profit.	%	100 000	0.00	0.00

2.2.1.	Topographical site and exposed existing service survey	Prov Sum	-	-	
2.2.2.	Extra over item 2.2.1. above in respect of all other costs, overhead charges and profit.	%	150 000	0.00	0.00
2.3.	Geotechnical investigation:				
2.3.1.	Exploration and profiling	Prov Sum	-	-	
2.3.2.	Extra over item 2.3.1. above in respect of all other costs, overhead charges and profit.	%	170 000	0.00	0.00
2.3.3.	Geotechnical testing, analysis and reporting	Prov Sum	-	-	
2.3.4.	Extra over item 2.3.3. above in respect of all other costs, overhead charges and profit.	%	100 0000	0.00	0.00
2.4.	Construction monitoring for <u>Construction Phase 2:</u>				
2.4.1.	Provide a Level 3 (Full-time) construction monitoring service as described in the Scope of Works. This rate makes provision for a Resident Engineer as required in 13 in Part C3.1.	Months	36		
2.4.2.	Provide a Level 3 (Full-time) construction monitoring service as described in the Scope of Work. This rate makes provision for an Assistant Resident Engineer as required in 13 in Part C3.1.	Months	36		
2.5.	Construction monitoring for <u>Construction Phase 2:</u>				
2.5.1.	Provide a Level 3 (Full-time) construction monitoring service as described in the Scope of Works. This rate makes provision for a Resident Engineer as required in 13 in Part C3.1.	Months	14		
2.5.2.	Provide a Level 3 (Full-time) construction monitoring service as described in the Scope of Work. This rate makes provision for an Assistant Resident Engineer as required in 13 in Part C3.1.	Months	14		
SUB TOTAL CARRIED FORWARD					00

Item No.	Activity Description	Unit	Quantity	Rate R c	Amount R c
2.6.	Environmental Officer:				
2.6.1.	Separate environmental assessment, identification of necessary permit applications and preparation of a project specific Environmental Management Plan (EMP) for each construction phase, respectively.	No.	2		
2.6.2.	Provide an Environmental Control Officer (ECO) as described in the Scope of Works.	Months	50		
2.6.3.	Water Use Licence Application (WULA) for sewers near wetlands	Sum	-	-	
2.7.	The provision of Occupational Health and Safety Practitioner services to Act as Employer's agent in terms of the Occupational Health and Safety Act, 1993 (Act no 85 of 1993) and the Construction Regulations 2014:				
2.7.1.	Separate Risk Assessment, H&S Specification & Approval of H&S Plan for each construction phase, respectively.	No.	2		
2.7.2.	Provide a full-time Occupational Health and Safety Officer during construction.	Months	50		
TOTAL OF ITEM NO. 2 TO SUMMARY					7,833,500 00

ITEM NO. 3: RECOVERABLE EXPENSES (DISBURSEMENTS)

Item No.	Activity Description	Unit	Quantity	Rate		Amount	
				R	c	R	c
3.1.	Recoverable expenses in respect of printing/copying as specified below:						
3.1.1.	Printing, size A0.	No.	1000		00		00
3.1.2.	Printing, size A1.	No.	1000		00		00
3.1.3.	Printing, size A2.	No.	1000		00		00
3.1.4.	Printing, size A3.	No.	2500				00
3.1.5.	Printing/Copying: size A4 for reports and tender documents	No.	100 000				00
3.1.6.	Compilation and binding of reports, tender documents, book of drawings, etc.	No.	100	0	00	0	00
3.1.7.	Electronic data provided on digital versatile disks (DVD's).	No.	50	0	00	0	00
3.2.	Recoverable expenses in respect of travelling. (Provisional allowance)	Sum	-	-	-		00
3.3.	Other costs not covered in the Activity Schedule for the successful completion of the Scope of Works (Specify):	Sum	-	-	-	0	00
TOTAL OF ITEM NO. 3 TO SUMMARY						573,125	00

SUMMARY OF ACTIVITY SCHEDULE

A: TOTAL OF ITEM NO. 1	R 18, 849, 475.00
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B: TOTAL OF ITEM NO. 2	R 7, 833, 500.00
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C: TOTAL OF ITEM NO. 3	R 573, 125.00
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D: SUB-TOTAL (A TO C)	R 27, 256, 100.00
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E: CONTINGENCIES

Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Employer may direct and to be deducted in whole or in part if not required

R 2, 725, 610.00

F: TOTAL INCLUDING CONTINGENCIES	R 29, 981, 710.00
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G: VALUE ADDED TAX	
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ADD: VAT at the rate of 15% of F above	
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R 4, 497, 256.50

H: TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE (F+G)	
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R 34, 478, 966.50

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender No. **207C/2019/20: PROVISION OF PROFESSIONAL ENGINEERING SERVICES: PLANNING, DESIGN AND IMPLEMENTATION OF A NEW BULK OUTFALL SEWER AND REHABILITATION OF THE EXISTING MONTAGUE DRIVE BULK SEWER SYSTEM** has been based. If I/we have submitted a printed version of the Activity Schedule, 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 F.3.2 in Part T1.2 Tender Data.

Part C3: Scope of Work

C3.1 Scope of Work

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1. INTRODUCTION
2. BACKGROUND
3. EMPLOYER'S OBJECTIVE
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13. KEY PERSONNEL
14. OTHER PERSONNEL
15. MANAGEMENT MEETINGS
16. CLAIMS FOR PAYMENT
17. EMPLOYER'S RIGHT TO RECOVER COSTS

1. INTRODUCTION

The City of Cape Town Water and Sanitation Department has an overall rehabilitation strategy in terms of its Asset Management Plan. This tender for the assessment, upgrading and installation of critical infrastructure is part of the implementation of that rehabilitation strategy.

The Pentz Drive, Sanddrift, Montague Drive and other Associated Bulk Sewers are large diameter pipelines that form part of the sewerage reticulation system of the City of Cape Town (CoCT). The condition of these sewer pipelines have deteriorated over time due to hydrogen sulphide corrosion which resulted in certain sections of the subject pipelines being rehabilitated over the past decade.

Based on the findings and assessments done under **Tender: 320C/2011/12: Condition Assessment and Rehabilitation of the Bulk Sewers in the Blaauwberg and Milnerion Areas**, the upgrading and rehabilitation of the Sanddrift Bulk Sewer System was earmarked to be done first and was successfully completed in 2017. The next prioritized phase based on the findings of the above condition assessment is the rehabilitation and upgrading of the Montague Drive Bulk Sewer System (i.e. this project).

A Professional Service Provider is required to provide the necessary services to plan, design and implement the rehabilitation and upgrading of this project, which, in terms of the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process.

As the contract period will exceed the current budget cycle, it is subject to Section 33 of the Municipal Finance Management Act, 56 of 2003, and consequently the Employer must follow the required processes in terms of Section 33. These will run concurrently with the procurement process for this tender/contract. The Start Date of the Contract is expected to be within 6 (six) months of the tender closing date.

2. BACKGROUND

The Montague Drive Bulk Sewer conveys sewage from the intersection of Railway Road and Montague Drive to the nearby Koeberg Sewer Pump Station situated along Koeberg

Road. The route of the existing bulk sewer pipeline follows the alignment of Montague Drive and continues via Koeberg Road up to the inlet of the Koeberg Sewer Pump Station.

Conclusions of assessment from the **"Condition Assessment and Rehabilitation of the Bulk Sewers in the Blaauwberg and Milnerion Areas"** investigation report is as follows:

- The Montague Drive Bulk Sewer has, due to sulphuric acid corrosion, become a bulk sewer with a high estimated risk for structural failure.
- Due to the location of the bulk sewer underneath the road surface of Montague Drive the structural failure of the pipe could have fatal consequences, should a large cavity form underneath the road surface, and collapse under the load of a passing vehicle.
- The downstream section of the Montague Drive Bulk Sewer next to Koeberg Road runs next to a major stormwater channel which drains directly into the Rietvlei Estuary. Should the sewer again collapse and drain into the stormwater system at any point along the existing route, then another sewerage spill with major environmental impacts could re-occur as was experienced in 2013.
- From computer modelling of the existing bulk sewer capacity of the system, the existing Montague Drive Bulk Sewer will not be able to accommodate the future design flows of the CoCT SMP, regardless the condition of the existing sewer pipeline.
- Neither the existing nor future CoCT SMP design flows have however been verified since the recent drought in the Cape Peninsula and associated water restrictions imposed by the CoCT.

From the condition assessment, the scope of works identified for this rehabilitation and upgrading of the Montague Drive Bulk Sewer System include the following:

- An investigation, capacity analysis and modelling (through liaison with the master planning office of the CoCT's Water Demand Management branch) of the existing Sanddrift East and Koeberg Sewer Pump Stations in terms of existing capacities, requirement of a sand trap and screening facility, and associated upgrading requirements based on the future design flows used for the design of the rehabilitation and upgrading of the Montague Drive Bulk Sewer system.
- Construction of a 4 000 m long new ND900 mm (size to be verified during final design) HDPE lined reinforced concrete gravity bulk outfall sewer around the eastern and northern boundaries of the Montague Gardens Industrial area. The new bulk outfall sewer's routing will be along a predetermined and preferred route identified by the CoCT, which involved the acquisition of a 6m wide servitude over Erf 1754.
- Construction of a ±300 m long ND600 mm (size to be verified during final design) rising main from the Sanddrift East Pump Station to the upstream end of the new gravity bulk sewer including a transition structure between the end of the new rising main and the start of the new gravity bulk outfall sewer.
- Permanent diversion of the sewage flows from the ND700 mm Edgemead bulk sewer and ND600 mm Sanddrift East sewer rising main into the new gravity sewer pipeline.
- Temporary diversion of the ND450 mm Century City Bulk Sewer into the new gravity bulk sewer pipeline for the duration of construction.
- Rehabilitation of the 4 000 m long existing ND700 mm to ND975 mm Montague Drive Bulk Sewer – method of rehabilitation to be assessed, recommended and confirmed

during detailed design stage. This phase of the works shall include the temporary over-pumping of existing sewage flows and associated traffic accommodation (management) throughout.

- The diversion of the Century City Bulk Sewer back into the existing Montague Drive Bulk Sewer after rehabilitation.
- Construction of a sand trap and screening facility at Koeberg Pump Station.

The Condition Assessment and Rehabilitation of the Bulk Sewers in the Blaauwberg and Milnerton Areas investigation report/s will be provided to the Service Provider.

3. EMPLOYER'S OBJECTIVE

The primary objective of this tender is to appoint a professional engineering consultant to undertake the following:

- Investigation and planning for the rehabilitation and upgrading of the Montague Drive Bulk Sewer System including verification of the existing and future design flows by reviewing all previous condition assessment and associated investigation reports. The Condition Assessment and Rehabilitation of the Bulk Sewers in the Blaauwberg and Milnerton Areas investigation report/s will be provided to the Service Provider.
- Capacity analysis and modelling (through liaison with the master planning office of the CoCT's Water Demand Management branch) of the existing Sanddrift East and Koeberg Sewer Pump Stations in terms of existing capacities, requirement of a sand trap and screening facility, and associated upgrading requirements.
- Topographical survey by a professionally registered surveyor of the routes of all proposed services.
- Geotechnical study including trial hole investigations and core drilling (if required) to determine the geological characteristics and soil profile of the underlying geology along the routes of all proposed services.
- Determine working space requirements for construction purposes including location and exposing of all existing services along the routes of all proposed new services (by a civil sub-contractor with a CIDB grading of CE) including obtaining necessary wayleaves to locate and expose these existing services as well as planning/design wayleaves for the purposes of final the detailed design.
- Design and implementation of a proposed gravity bulk sewer pipeline (around the eastern and northern boundaries of the Montague Gardens Industrial area).
- Design and implementation of a proposed permanent diversion of the sewage flows from the ND700 mm Edgemoor bulk sewer and ND600 mm Sanddrift East sewer rising main extension into the new gravity sewer pipeline including a transition structure between the end of the new rising main and the start of the new gravity bulk sewer pipeline.
- Design and implementation of a temporary diversion of the ND450 mm Century City Bulk Sewer into the new gravity bulk sewer pipeline for the duration of construction and the diversion of the Century City Bulk Sewer back into the existing Montague Drive Bulk Sewer after rehabilitation.
- Design and implementation of the rehabilitation of the 4 000 m long existing ND700 mm to ND975 mm Montague Drive Bulk Sewer including evaluation of the most feasible (in terms of practicality and cost-effectiveness) method of rehabilitation.
- Design and design review of temporary over-pumping systems.
- Design and design review of Traffic accommodation (management) plans.
- Liaison, progress and design meetings and site visits with the project managers, officials and technical staff of the CoCT, ward councilors, local community and local businesses, local authorities and all other stakeholders throughout the project.
- To undertake the duties of the Client in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2014.
- To provide from within its own organization or, if necessary, appoint as a sub-consultant, a suitably experienced Environmental Officer (EO) to assess the project,

compile a site specific environmental management plan and for environmental control during construction.

- Water Use License Application (WULA) for the new sewer line in Esso Street and near wetlands.
- Design modifications to existing services to be replaced or re-located during the construction stage (if necessary). Prepare drawings (preliminary, draft, tender, construction and as-built).
- Compilation of Tender Assessment Reports including printing and delivering to the offices of the CoCT Project Manager, and presenting it to the Employer. Contract administration, project management and full-time (Level 3) construction monitoring (site supervision) as specified in the project brief, throughout the construction stage/s of the project.

4. DESCRIPTION OF THE SERVICES REQUIRED

The Service Provider is required to provide the following services:

4.1 Engineering Services

4.1.1 Planning, Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (as referenced in the Tender Data), as amended or amplified upon in the project brief below.

For pricing purposes, the basic hourly rates tendered (Item No. 1.1 in Part C2.2 Activity Schedule) shall include for all costs in respect of Planning, Studies and Assessments as well as the Normal Services described below. This includes review of all previous condition assessment and associated investigation reports. The Condition Assessment and Rehabilitation of the Bulk Sewers in the Blaauwberg and Milnerton Areas investigation report/s will be provided to the Service Provider.

4.1.2 Normal Services

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

4.1.3 Additional Services

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

- i. The provision of all services in respect of wayleave applications and approvals (including Eskom, Telkom, Transnet, Chevron, all optic fibre service providers in the area etc.).
- ii. The provision of all services in respect of exposing underground services by hand excavation and on-site verification of all existing services positions and levels along the proposed pipeline routes.
- iii. The provision of all services related to preferential procurement and targeted participation.
- iv. Attendance of all meetings as required in 14.6 in Part C3.1.

(b) Topographical site and exposed existing services survey.

(c) Geotechnical Site Investigation.

(d) The provision of level 3 (Full time) construction monitoring service as described in Clause 3.3.2 of the aforementioned Guideline in Clause 4.1.1 above, as amended or amplified upon in the project brief below:

- i. Provision for a Resident Engineer.
- ii. Provision for an Assistant Resident Engineer.

(e) The provision of Environmental Practitioner services as described in the project brief below:

- i. Environmental assessment and preparation of a project specific Environmental Management Plan (EMP) for each construction phase.
- ii. Provide an Environmental Control Officer (ECO) as described in the project brief.
- iii. WULA for new pipeline in Esso Street and near wetlands.

(f) The provision of Occupational Health and Safety Practitioner services to Act as Employer's agent in terms of the Occupational Health and Safety Act, 1993 (Act no 85 of 1993) and the Construction Regulations 2014, and as described in the project brief below:

- i. Risk Assessment, H&S Specification & Approval of H&S Plan for each construction phase.
- ii. Provide a full-time Occupational Health and Safety Officer during construction.

5. EXTENT OF THE SERVICES

For planning purpose a total project budget of R300 000 000.00, spread over seven (7) financial years (2020/2021 to 2026/2027) was assumed for execution of this project. This budget includes provision for construction costs (VAT excluded), fees and disbursements for professional services (VAT excluded) and internal charges. All work (including construction) must be programmed to be completed within aforementioned seven financial years. As this project will exceed the current budget cycle, it is subject to Section 33 of the Municipal Finance Management Act, 56 of 2003, and consequently the Employer must follow the required processes in terms of Section 33. These will run concurrently with the procurement process for this tender/contract.

The Employer shall conduct periodic reviews of the Contract, at least, once every 3 (three) years in accordance with section 116(1)(b) of the MFMA.

It should be noted that while the Employer has every intention of completing the full Scope of Work making full use of the budget provision given, the Employer's budget is subject to periodic review. Should it become necessary to vary the scope of work or even suspend or terminate this contract, such variation, suspension or termination shall be dealt with in accordance with the provisions of the Standard Professional Services Contract as amended by the Contract Data

An additional service for Level 3 (Full-time) construction monitoring service is required. The construction monitoring services of a Resident Engineer and Assistant Resident Engineer who complies with the project brief, is required. Service Providers will be required, in terms of the brief, to submit a proposal for providing such services for the Employer's approval, once the project nears the construction stage.

6. USE OF REASONABLE SKILL AND CARE

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

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

The Service Providers' attention is drawn to the following aspects that require additional care:

- i. Public safety when using the roadways;
- ii. Influence on the existing business and industries;

- iii. Bulk overhead power lines;
- iv. Underground bulk services;
- v. The condition of the existing Montague Drive Bulk Sewer under the Montague Drive roadway;
- vi. The sensitivity and calibration of the weighbridge on Erf 1754;
- vii. The man-made stormwater canal parallel to Koeberg Road, which flows to the Rietvlei Estuary.

7. BRIEF

7.1 Terms of Reference

The purpose of this contract is to procure the professional engineering services necessary to implement the Employers objective for the rehabilitation and upgrading of the Montague Drive Bulk Sewer System with all associated civil works.

The engineering services to be provided in terms of this contract include, inter alia, the Planning, Studies, Investigations and Assessments, Normal Services and Additional Services as broadly described in the relevant sections of Board Notice 138 of 2015: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No 38960, 10 July 2015, as amended or amplified by the specific requirements below. If there is any conflict between the Specific Requirements and the Guideline Scope of Services document referred to above, the Specific Requirements shall take precedence.

The primary objective of this tender is to appoint professional engineering consultants to undertake the following:

- Planning, Studies, Investigations, Assessments:
 - Investigation and planning for the rehabilitation and upgrading of the Montague Drive Bulk Sewer System including verification of the existing and future design flows by reviewing all previous condition assessment and associated investigation reports. The Condition Assessment and Rehabilitation of the Bulk Sewers in the Blaauwberg and Milnerton Areas investigation report/s will be provided to the Service Provider.
 - Capacity analysis and modelling (through liaison with the master planning office of the CoCT's Water Demand Management branch) of the existing Sanddrift East and Koeberg Sewer Pump Stations in terms of existing capacities, requirement of a sand trap and screening facility, and associated upgrading requirements based on the future design flows used for the design of the rehabilitation and upgrading of the Montague Drive Bulk Sewer system.
 - Topographical survey by a professionally registered surveyor of the routes of all proposed new services including all existing services (underground and above ground) along the routes of the proposed new services.
 - Geotechnical study including trial hole investigations and core drilling to determine the geological characteristics and soil profile of the underlying geology along the routes of all proposed new services including field, laboratory and DCP testing to determine bearing capacity of foundation levels (where required) and a technical report with findings, figures and recommendations (as deemed necessary).
 - Determine working space requirements for construction purposes including location and exposing of all existing services along the routes of all proposed new services (by a civil sub-contractor with a CIDB grading of CE) including obtaining necessary wayleaves to locate and expose these existing services as

well as planning/design wayleaves for the purposes of final the detailed design.

- Preliminary design report with proposals for the following:
 - Proposed new gravity bulk sewer pipeline (around the eastern and northern boundaries of the Montague Gardens Industrial area).
 - Proposed new sand trap and screening facility at the Koeberg Pump Station, if required.
 - Proposed permanent diversion of the sewage flows from the ND700 mm Edgemoor bulk sewer and ND600 mm Sanddrift East sewer rising main extension into the new gravity sewer pipeline including a transition structure between the end of the new rising main and the start of the new gravity bulk sewer pipeline.
 - The temporary diversion of the ND450 mm Century City Bulk Sewer into the new gravity bulk sewer pipeline for the duration of construction and the diversion of the Century City Bulk Sewer back into the existing Montague Drive Bulk Sewer after rehabilitation.
 - The rehabilitation of the 4 000 m long existing ND700 mm to ND975 mm Montague Drive Bulk Sewer including evaluation of the most feasible (in terms of practicality and cost-effectiveness) method of rehabilitation and design of a temporary over-pumping system and traffic accommodation (management) plan.
- Detailed design report with final proposals for the following:
 - Proposed new gravity bulk sewer pipeline (around the eastern and northern boundaries of the Montague Gardens Industrial area).
 - Proposed new sand trap and screening facility at the Koeberg Pump Station, if required
 - Proposed permanent diversion of the sewage flows from the ND700 mm Edgemoor bulk sewer and ND600 mm Sanddrift East sewer rising main extension into the new gravity sewer pipeline including a transition structure between the end of the new rising main and the start of the new gravity bulk sewer pipeline
 - The temporary diversion of the ND450 mm Century City Bulk Sewer into the new gravity bulk sewer pipeline for the duration of construction and the diversion of the Century City Bulk Sewer back into the existing Montague Drive Bulk Sewer after rehabilitation.
 - The rehabilitation of the 4 000 m long existing ND700 mm to ND975 mm Montague Drive Bulk Sewer including evaluation of the most feasible (in terms of practicality and cost-effectiveness) method of rehabilitation and design of a temporary over-pumping system and traffic accommodation (management) plan.
- Liaison, progress and design meetings and site visits with the project managers, officials and technical staff of the CoCT, ward councilors, local community and local businesses, local authorities and all other stakeholders throughout the project.
- To undertake the duties of the Client in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2014.
- To provide from within its own organisation or, if necessary, appoint as a sub-consultant, a suitably experienced Environmental Officer (EO) to assess the project, compile a site specific environmental management plan and for environmental control during construction.

- Water Use License Application (WULA) for the new sewer line in Esso Street and near wetlands.
- Design modifications to existing services to be replaced or re-located during the construction stage (if necessary).
- Prepare drawings (preliminary, draft, tender, construction and as-built).
- Compilation of Tender Assessment Reports including printing and delivering to the offices of the CoCT Project Manager, and presenting it to the Employer.
- Contract administration, project management and full-time (Level 3) construction monitoring (site supervision) as specified in the project brief, throughout the construction stage/s of the project.

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

7.2 Specific Requirements

7.2.1 Engineering Services

7.2.1.1 Planning, Studies, Investigations and Assessments

The Service Provider shall inspect the site to familiarize him/herself with the nature of the site and the conditions under which work (both the provision of professional services and construction work by others) is going to have to be executed.

The Service Provider shall review all previous investigations and assessments and prepare and submit a detailed report presenting the information gathered (including any photographs as may be necessary), the priorities for rehabilitation, cost estimates, and an implementation programme. Any estimates produced must exclude value added tax (VAT).

Inspection reports produced in terms of previous investigations and works undertaken will be made available to the Service Provider for comparative purposes.

The report must include the following:

- Review previous reports and documentation.
- The existing and future design flows in the Montague Drive bulk sewer system to be verified.
- Determine working space requirements for construction purposes and provide information to the line department.
- Preliminary design proposals for the proposed gravity bulk sewer and the permanent rerouting of the rising main from the Sanddrift East sewer pump station.
- Liaison with various technical staff, including site meetings, investigations and report proposals.
- The location of all services and obtaining the necessary planning wayleaves.
- Timetable for the construction of the various phases of construction.
- Liaison with the local community regarding meetings, briefing sessions, etc.
- To undertake the duties of the Client in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2014.

7.2.1.2 Normal Services

Stage 1 – Inception

The Service Provider shall provide those services as described in the relevant section of the aforementioned Guideline in Clause 4.1.1 above, as are necessary to establish the

Employer's requirements and preferences, assess user needs and options and confirm the project brief moving forward.

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

Stage 2 - Concept and Viability (Preliminary Design)

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

Further consultation with public and stakeholder groups will be required at this stage of the project.

Stage 3 - Design Development (Detail Design)

The Employer will make arrangements to make all record drawings relating to the original design and construction of the Sanddrift Bulk Sewer available to the Service Provider at no cost. The Service Provider will however be required to search through and collate all available data, drawings and plans necessary to provide the service required in terms of this contract. Any site surveys (visual inspections, measuring to confirm dimensions, etc.) required to corroborate the as-built information provided or any specialist investigation required may only be carried out with the approval of the Employer and shall be paid for as a recoverable expense.

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

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

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

A set of draft plans/drawings shall be submitted to both the Employer and the rail authority for comment and approval prior to going out to tender. All plans must be thoroughly checked by the Service Provider's project leader prior to submission. The tender/contract document shall be submitted to the Employer for checking at least two weeks prior to tenders being advertised. The Service Provider shall prepare detailed estimates of construction costs and submit such to the Employer.

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

Stage 4 – Documentation and Procurement

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

which is based on the SAICE General Conditions of Contract for Construction Works, 3rd Edition, 2015. The Service Provider shall liaise with the Employer during the preparation of construction contract documents to incorporate any other specific requirements that the Employer may have in this regard.

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

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

The Service Provider should note that it is the Employer's preference that all payment items be measured out in the Bills of Quantities, as opposed to the use of provisional sums or prime cost items. Should provisional sums or prime cost items of greater value than R200 000 (incl. VAT) be included in the Bills of Quantities, the Service Provider will be expected to follow an open competitive process in respect of these items, on behalf of the contractor. This will include the preparation of a tender document, advertising and receiving tenders, and evaluating same on behalf of the contractor, at no extra cost to the Employer.

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

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

The Service Provider shall attend a Bid Specification Committee ("BSC") meeting in an observant/assistance role prior to the finalisation of the contract document and the advertising of tenders. All comments of the BSC shall be incorporated into the final contract documents. A draft contract document shall be submitted to the Employer for scrutiny at least one week prior to the Bid Specification Committee meeting taking place.

Once the Employer and the Services Provider have concluded the contract document, the Service Provider shall supply the Employer with an electronic copy signed by its duly authorised representatives.

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

The Service Provider shall together with the Employer, during the tender period, attend a tender clarification meeting, and respond to all queries received from the Employer during this period.

Once tenders close, the Service Provider shall prepare a Tender Assessment Report for consideration by the Employer's Bid Evaluation Committee ("BEC"). The Service Provider

shall present its Tender Assessment Report to the BEC, respond to any queries the committee may raise, and follow up on any issues requiring the Service Provider's attention/action, including issues arising from an appeal, if any.

Based on the BEC meetings and its evaluation of the Service Provider's Tender Assessment Report, the Employer's BEC will prepare a final report for approval by the Employer's Bid Adjudication Committee ("BAC"). Once approved by the Employer's BAC, the Service Provider shall facilitate the conclusion of the construction contract.

Stage 5 – Contract Administration and Inspection

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

The service to be provided shall include, where necessary the detailed checking of shop drawings prepared by the contractor for manufacture and installation.

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

Stage 6 – Close-Out

The Service Provider shall complete the project close-out as described in the guideline scope of services.

As-built plans/drawings complying with the City of Cape Town As-built drawings protocol shall be submitted to the Employer in electronic format (dwg plus ctb table, dxf) as well as one complete set of paper prints.

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

7.2.1.3 Additional Services

Service Enquiries/Wayleave Applications

The Service Provider shall be responsible for all initial service enquiries and wayleave applications (including liaison and required meeting) from the rail authority and various other service authorities (including Eskom, Telkom, Transnet, Chevron, all optic fibre service providers in the area etc.) as required, the requirements of the various authorities shall be carried through into the designs and tender documentation as necessary.

Locate and Exposing of Existing Services

The service provider shall determine working space requirements for construction purposes including location and exposing of all existing services along the routes of all proposed new services during the topographical and site survey, including obtaining necessary wayleaves to locate and expose these existing services. Radio detection to be used in built up areas and surfaced roads to identify the exact locations and depths of existing services to be marked for the surveyor.

Topographical Site and Exposed Existing Services Survey

The service provider shall determine working space requirements for construction purposes including location and exposing of all existing services along the routes of all proposed new services during the topographical and site survey, including obtaining necessary wayleaves to locate and expose these existing services.

Preferential Procurement and Targeted Participation

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

(a) the incorporation into the contract documentation of:

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

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

Construction Monitoring

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

The minimum requirements of the Resident Engineer for construction phases 1 and 2 are as provided in clause 13 of Part C3.1: Scope of Works.

The minimum requirements of the Assistant Resident Engineer for construction phases 1 and 2 are as provided in clause 14(c) of Part C3.1: Scope of Works.

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

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

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

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

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

The Service Provider shall provide a full-time Occupational Health and Safety Officer during construction for inspections, monthly reporting, incident evaluation and reporting, and to ensure compliance to the Health and safety specification.

Environmental Officer

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

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

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

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

7.3 Time Frames/Milestones

It is anticipated that the contract commencement will be made around November 2020. Consequently, in terms of the Municipal Finance Management Act, this appointment will be subject to a successful completion of the Section 33 process in terms of the MFMA. This process could typically take a period of 90 days, inclusive of Council approval.

Milestones set by the Employer 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.

7.4 Places for the Performance of Specific Tasks

It is anticipated that the majority of the work involved in the reporting, preliminary design and detail design and tender stages will be undertaken at the Service Provider's local office. The 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.

7.5 Reporting Requirements

A report covering the proposed new bulk outfall sewer, Montague Drive bulk sewer rehabilitation and associated civil works, cost estimates and construction programme shall be submitted to the Employer for discussion before any commitments are made, by either the Employer or Service Provider. The Service Provider may elect to perform preliminary work regarding the preparation of designs in connection with the contract documentation, while the report is being finalised. Any abortive work in this regard however, will be for the Service Providers account.

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

Furthermore, the Service Provider shall submit monthly cost reports to the Employer showing expenditure in respect of both the Service Provider's appointment and the construction contractor's contract, together with the anticipated spend to the end of the financial year in question. The Service Provider's personnel shall at no additional payment complete hand written daily diaries which shall be signed off by the Project Leader and sent to the Employer weekly (No electronic diaries will be accepted). These hand written daily diaries shall be used for payment and must attached to the Service Provider's monthly cost reports and invoices.

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

The Tender Assessment Report shall be submitted to the Employer within two weeks (14 days) of the tender documents having been presented to the Service Provider, unless otherwise agreed between the parties.

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

8. REFERENCE DATA

All previous inspection reports are available for inspection at the offices of the Employer during the tender period. Copies of all such reports will be given to the appointed Service Provider for reference purposes.

9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

10. APPROVALS

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

- (a) Approval of the implementation programme from the Employer,
- (b) Approval of the conceptual and preliminary designs from the Employer,
- (c) Approval of the project from Heritage Western Cape (if required),

- (d) Approval (authorisation) of the project from the Department of Environmental Affairs and Development Planning (if required),
- (e) Approval of the detail design, drawings and final contract document submitted by 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 for each project stage from the Employer.
- (j) Approval for the employment of specialist sub-consultants from the Employer.

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

11. PROCUREMENT

11.1 Preferential Procurement

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

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

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

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

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

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

11.3 Forms for contract administration

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

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

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

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

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

12. FORMAT OF COMMUNICATION

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

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

13. KEY PERSONNEL

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

(a) Project Leader (Construction Phase 1's Scope of Works):

The Project Leader must comply with the requirements of an Engineering Council of South Africa (ECSA) Category A or B team member. For this project, the Project Leader must have experience in bulk sewer projects and must be registered as a Professional Engineer or Professional Technologist with ECSA. The Project Leader identified for construction phase 1 may also be identified as the Project Leader for construction phase 2 of this project.

The Project Leader who will be responsible for all work carried out in terms of the tender for construction phase 1's scope of works must have completed the following projects:

A minimum of two (2) completed projects in the investigation, analysis, design, tender documentation and contract administration for each the following criteria:

- i. Bulk collector sewers with nominal diameters 600mm or larger;
- ii. Water or sewer rising mains with nominal diameters 300mm or larger.

(b) Project Leader (Construction Phase 2's Scope of Works):

The Project Leader must comply with the requirements of an Engineering Council of South Africa (ECSA) Category A or B team member. For this project, the Project Leader must have experience in bulk sewer projects and must be registered as a Professional Engineer or Professional Technologist with ECSA. The Project Leader identified for construction phase 2 may also be identified as the Project Leader for construction phase 1 of this project.

The Project Leader who will be responsible for all work carried out in terms of the tender for construction phase 2's scope of works must have completed the following projects:

One (1) completed project in the investigation, analysis, design, tender documentation and contract administration for each the following criteria:

- i. Non-destructive in-situ rehabilitation of water or sewer pipelines with nominal diameters 300mm or larger.

(c) Resident Engineer for Construction Phase 1:

The Resident Engineer must have verifiable experience in construction supervision and must have performed construction supervision on at least two (2) completed new gravity sewer pipeline projects with nominal diameter 600mm or larger. The Resident Engineer must be registered as a Professional Engineer or Professional Technologist with the Engineering Council of South Africa (ECSA). The Resident Engineer identified for construction phase 1 may also be identified as Resident Engineer for construction phase 2 of this project.

The contract name, description, year completed and reference/client contact details of qualifying and verifiable projects must be listed on Schedule 11 in Part T2.1: List of Returnable Documents.

(d) Resident Engineer for Construction Phase 2:

The Resident Engineer must have verifiable experience in construction supervision and must have performed construction supervision on at least one (1) completed non-destructive in-situ rehabilitation project of water or sewer pipelines with nominal diameters 300mm or larger. The Resident Engineer must be registered as a Professional Engineer or Professional Technologist with the Engineering Council of South Africa (ECSA). The Resident Engineer identified for construction phase 2 may also be identified as Resident Engineer for construction phase 1 of this project.

The contract name, description, year completed and reference/client contact details of qualifying and verifiable projects must be listed on Schedule 11 in Part T2.1: List of Returnable Documents.

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

14. OTHER PERSONNEL

The Service Provider shall involve the following personnel, upon approval of the Employer, as the exigencies of this contract require:

(a) Senior Design Engineers:

The Senior Design Engineer must comply with the requirements of an Engineering Council of South Africa (ECSA) Category C team member. For this project the Senior Design Engineers must have over three (3) years' postgraduate experience and must be registered as a Professional Engineer or Professional Technologist with the Engineering Council of South Africa (ECSA).

(b) Design Engineers:

The Design Engineer must comply with the requirements of an Engineering Council of South Africa (ECSA) Category D team member with a BEng, BTech or higher qualification in Engineering. For this project the Design Engineers must have over three (3) years' postgraduate experience and does not have to be registered as a Professional Engineer or Professional Technologist with the Engineering Council of South Africa (ECSA).

(c) Assistant Resident Engineer:

The Assistant Resident Engineer must have a BEng, BTech, NDip or higher qualification in Civil Engineering, with at least three (3) years' postgraduate experience in construction supervision. The Assistant Resident Engineer does not have to be registered as a Professional Engineer or Professional Technologist with the Engineering Council of South Africa (ECSA)

(d) CAD Operators/Technicians:

All other technical staff including CAD Operators, Civil Technicians, GIS Technicians, Hydraulic Modellers, etc. as required, upon approval of the Employer.

15. MANAGEMENT MEETINGS**15.1 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 at these meetings, and take direction from the PMT in this regard.

15.2 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.

15.3 Supply Chain Management (SCM) Committee Meetings

During the course of the Documentation and Procurement stage, the Service Provider shall assist the Employer by attending and participating in the SCM Bid Specification and Bid Evaluation Committee meetings.

15.4 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.

15.5 Ad-hoc Meetings

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

15.6 General

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

All charges in respect of attendance at meetings and the provision of secretarial services shall be included in the tendered basic fee (Item No. B.1.4: C2.2 Activity Schedule).

16. CLAIMS FOR PAYMENT

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses, but not more frequently than at monthly intervals. All interim claims must be accompanied by an original tax invoice. Payment will be effected within 30 days of the date on the tax invoice.

17. EMPLOYER'S RIGHT TO RECOVER COSTS

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

C3.2 Annexes

Annex 1: B-BBEE Sub-contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

ANNEX 1

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: 207C/2019/20 The Rehabilitation and Upgrade of the Montague Drive Bulk Sewer – Phase 1

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	
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Name of Sub-contractor (list all Sub-contractors)	B-BBEE Status Level of Sub-contractor ¹	Total Value of Sub-contract (excl VAT) ¹	Value of Sub-contract work to date (excl VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Prime Contractor
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
¹ Documentary evidence to be provided				Total: R

Signatures Declared by Contractor (Service Provider) to be true and correct: Verified by Employer's Representative: Date:	Expressed as a percentage of P* %
--	--

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

207C/2019/20 The Rehabilitation and Upgrade of the Montague Drive Bulk Sewer – Phase 1

CONTRACTOR (SERVICE PROVIDER):

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO.

Value of the contract (as defined in Schedule 19: Prefencing 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:

Verified by Employer's

Representative:

Date:

Part C4: Site Information

C4.1 Site plan (Scope of works)



CITY OF CAPE TOWN
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WHY WE CAN'T JUST ASK FOR IT.

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**PROVISION OF PROFESSIONAL ENGINEERING SERVICES:
PLANNING, DESIGN AND IMPLEMENTATION OF A NEW BULK
OUTFALL SEWER AND REHABILITATION OF THE EXISTING
MONTAGUE DRIVE BULK SEWER SYSTEM.**

SCALE 1:9500

July 12, 1996

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