

CONTRACT NO.: TENDER 225C/2020/21

CONTRACT TITLE: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION
MONITORING OF PHASE 2A INFRASTRUCTURE: TRUNK AND SUPPORT INFRASTRUCTURE (EAST AND WEST)

PROFESSIONAL SERVICES CONTRACT DOCUMENT	 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
CONTRACT NO.: TENDER 225C/2020/21 CONTRACT TITLE: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHASE 2A INFRASTRUCTURE: TRUNK AND SUPPORT INFRASTRUCTURE (EAST AND WEST) concluded between THE CITY OF CAPE TOWN (the "EMPLOYER") and GIBB (PTY) LTD (the "SERVICE PROVIDER")	
Contract Period:	From the date of commencement until 30 June 2030

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PREAMBLE

WHEREAS in line with resolution **SCMB 77/09/21 dated 27 September 2021**, the Employer awarded Tender 225C/2020/21 for the Provision of Professional Services in Respect of the Design & Construction Monitoring of Phase 2A Infrastructure: Trunk & Support Infrastructure (East and West), to the Service Provider, from 01 February 2022 until 30 June 2031;

AND WHEREAS it is recorded that this Contract will be governed by the provisions of the General Conditions of Contract of the **Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015)**, as published by the Construction Industry Development Board ("**GCC**"), read with the Contract Specific Data 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. **GIBB (Pty) Ltd**, a private company registered in terms of the laws of the Republic of South Africa with registration no: [REDACTED] with its principal place of business situated at [REDACTED] (the "**Service Provider**"), herein represented by its duly authorised representative, John Hoal in his capacity as Technical Executive;

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, Form of Offer and Acceptance
 - 2.1.2. second, the terms and conditions of the Contract Specific Data;

- 2.1.3. third, the terms and conditions of the GCC;
- 2.1.4. fourth, Parts and Annexures to this Contract; and
- 2.1.5. fifth, any other documents incorporated by reference.
- 2.2. If any ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary clarification or instruction.
- 2.3. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

3. APPOINTMENT AND DURATION

- 3.1. The Employer hereby appoints the Service Provider to perform the Scope of Work to the Employer from the Commencement Date.
- 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 date of commencement until 30 June 2030.

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 Part 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 shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the goods and/or Services.
- 6.4. The Service Provider will not conduct any activity of whatsoever nature which may be detrimental to the Employer's reputation and goodwill.

7. PRICING DATA

- 7.1. The Contract Pricing for the Works shall be as set out in Part C.2: Pricing Data.
- 7.2. The Service Provider shall not be entitled to any other consideration for the rendering of the Services other than as provided for in this Contract.

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: ... GIBB (PTY) LTD

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

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

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

Section 3: CIDB registration number, if any: ... n/a

Section 4: Particulars of sole proprietors and partners in partnerships

n/a

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

Section 5: Particulars of companies and close corporations

Company registration number [REDACTED]

Close corporation number n/a

Tax reference number [REDACTED]

Section 6: Foreign Bidding Suppliers

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered? ☒ Yes ☐ No
If yes, enclose proof ☒

Is tenderer a foreign based supplier for the Goods / Services / Works offered? ☐ Yes ☒ No
If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)

Questionnaire to Bidding Foreign Suppliers

n/a

a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No

b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No

c) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☐ No

d) Does the tenderer have any source of income in the Republic of South Africa? ☐ Yes ☐ No

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e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	☐ Yes	☐ No
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The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

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

SIGNED ON BEHALF OF TENDERER:

PART C1 : AGREEMENTS AND CONTRACT DATA

Part C1.1: Offer and acceptance EAST: PHILIPPI TO KHAYELITSHA

Offer

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

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

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

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

Rand ONE HUNDRED AND FIFTY MILLION SEVEN HUNDRED AND NINETY THREE THOUSAND NINE HUNDRED AND SIX RANDS AND THREE CENTS (in words).

R 150 793 906 - 03 (in figures)

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

Signature(s)

Name(s)

Capacity

TECHNICAL EXECUTIVE

for the tenderer

(Name of organization/tenderer)

(Address of organization/tenderer)

Name and
signature
of witness

Date

11/01/2021

For official use.

INITIALS OF CITY OFFICIALS AT TENDER

1.

Tender
Part T2: Returnable Documents
Reference No. 225C/2020/21

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T2.1
Returnable Documents

Part C1.1: Offer and acceptance (continued)

Acceptance

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

The terms of the contract, are contained in:

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

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

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

The tenderer shall within two (2) weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's representative (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

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The Parties	Employer	Service Provider
Business Name	CITY OF CAPE TOWN	
Business Registration		
Tax number (VAT)	4500193497	
Physical Address	TOWER BLOCK, CIVIC CENTRE, 12 HERTZOG BOULEVARD CAPE TOWN 8001	
Accepted contract sum including tax	R150 793 906 -03	R150 793 906 -03
Accepted contract duration	TO 30 JUNE 2030	TO 30 JUNE 2030
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date	17/2/2022	15/2/2022
Signed: Location	CAPE TOWN	CAPE TOWN
Signed: Witness		
Name of Witness		

Schedule of Deviations

Notes:

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

1 Subject NONE.....

Details NONE.....

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

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

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

Part C1.2: Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

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

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

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

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

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

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The period(s) of performance for the Services is as follows as indicated in table below:

Work Package	Completion date required by					
	Stage 1 (Inception)	Stage 2 : Concept	Stage 3: Detail Design	Stage 4 Procurement	Stage 5: Execution	Stage 6: Closure
E1	N.A	N.A	N.A	29.09.2023	02 04 2026	02 04 2027
E2	N.A	N.A	N.A	01.09.2023	30 07 2026	30 07 2027
E3	N.A	N.A	N.A	30.10.2023	23 09 2025	23 09 2026
E4	N.A	N.A	N.A	02.09.2024	30 07 2026	30 07 2027
E5	N.A	N.A	N.A	22.11.2023	23 09 2025	23 09 2026
E6	N.A	N.A	N.A	06.11.2023	05 11 2025	05 11 2026
E7	N.A	N.A	N.A	20.11.2023	23 09 2025	23 09 2026
E9	N.A	05.04.2022	15.06.2023	15 10 2024	12 10 2026	12 10 2027
W1	N.A	N.A	11 05 2023	05 06 2023	22 02 2027	22 02 2028
W2	N.A	N.A	N.A	12 10 2023	05 03 2026	05 03 2027
W4	N.A	N.A	N.A	21 01 2026	21 01 2027	
W5	N.A	N.A	N.A	24 04 2025	04 09 2028	04 09 2029
W6	N.A	N.A	N.A	22 04 2025	06 09 2027	06 09 2028
W7	07 03 2022	11.04.2023	31 03 2025	24 11 2025	26 08 2027	26 08 2028
W8	10.01.2023	29.06.2023	22.01.2024	17.07.2025	01.02.2028	01.02.2029

Please note that the above listed dates are correct at the time of going to tender. The dates are however updated and amended through the overall Phase 2A project management team on a monthly basis.

Project deliverables will be assessed on a case by case basis for each stage of every work package. Late delivery penalties will be applied in terms of Clause 3.12.1.

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

The project is the **PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN & CONSTRUCTION MONITORING OF PHASE 2A INFRASTRUCTURE: TRUNK & SUPPORT INFRASTRUCTURE (EAST & WEST)**

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

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

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

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

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

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

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

Add the following definition:

Intellectual Property

Any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any

other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

Clause 3.1

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

Add the following new clause after clause 3.1

Clause 3.1.1

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

Clause 3.2

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

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is the **Director:** 
DIRECTORATE: TRANSPORT INFRASTRUCTURE IMPLEMENTATION.

The address for receipt of communications is:

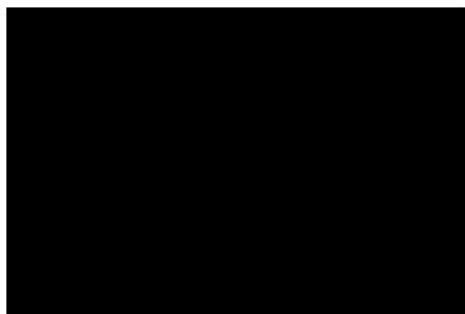
Telephone: (021) 400 1444

Facsimile:

E-mail:

Postal Address:

Physical Address:



Clause 3.4.1:

Add the following to the first sentence:

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

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

Clause 3.5:

Add the following:

The location for the performance of the Project will be the **OFFICE** of the service provider, together with the site of the Phase 2A situated within the City of Cape Town Municipal area. Key personnel will be expected to work out of the office as the exigencies of this contract require. The address of the office will be that as indicated in Part C 1.2 Contract Data- Data

provided by the Service Provider, and which will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission

Clause 3.9.1:

Add the following after f):

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

Clause 3.9.2:

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

Add the following at the end of the clause:

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

Clause 3.9.3:

Delete the clause and replace with the following:

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

Clause 3.9.3:

Add the following:

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

Clause 3.12

Delete the heading and replace with "Penalties and fines"

Clause 3.12.1

Add the following:

The penalty amount per day is as follows:
R8 000.00

The maximum penalty amount is as follows:
R240 000.00

Add the following new clause after 3.12.2

Clause 3.12.3

The Employer may impose the following additional penalties or fines:

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

Clause 3.15.1:

Add the following:

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

Clause 3.16.2:

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

Add the following:

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

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

Add the following new clause after clause 3.16

3.17.1 General

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

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

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

3.17.2 Variations in Rates of Exchange

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

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

shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in Clause 3.17.5 shall be adjusted accordingly, subject to sub-paragraph (e) below.

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

3.17.3 Variations in Customs Surcharge and Customs Duty

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

3.17.4 Value of Imported resources at Base Date

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

3.17.5 Variation in labour and material costs of imported resources

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

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

Clause 4.7:

Add the following:

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

Clause 5.4.1:

Add the following:

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

- a) Professional Indemnity (PI) insurance providing cover in an amount of not less than **R50 000 000** in respect of each and every claim during the period of insurance. Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.
- b) Public Liability insurance with a limit of indemnity of not less than **R20 000 000** for any single claim, the number of claims to be unlimited during the contract period.

- c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

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

Clause 5.4.2

Add the following:

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

Add the following clause after Clause 5.4.2:

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

Clause 5.5:

Add the following:

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

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

Clause 6.4:

Add the following new 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 Part C3.2 – Annex 3 and Annex 5).

Clause 8.1:

Add the following:

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

Clause 8.4.1:

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

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

Clause 8.4.3(c):

Add the following:

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

Clause 8.4.4:

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

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

Add the following after clause 8.4.5:

Clause 8.4.6

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

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

Clause 9:

Delete the clause and replace with the following:

- 9.1 The Service Provider acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 9.2 The Service Provider hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing
- 9.3 The Service Provider shall, and warrants that it shall:

- 9.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- 9.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the Service Provider produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
- 9.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- 9.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer's Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the Service Provider from time to time;
- 9.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 9.3.1 to 9.3.3 above;

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

- 9.4 The Service Provider represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Service Provider of any third party's Intellectual Property rights.
- 9.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the Service Provider and no copies thereof shall be retained by the Service Provider unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.
- 9.6 Copyright of all documents prepared for the project, and the patent rights or ownership in any plant, machine, item, system or process designed or devised, shall be vested with the Employer. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.
- 9.7 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.
- 9.8 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

Clause 11.1:

Add the following:

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

Clause 12.1.2:

Add the following:

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

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 Clause 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.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clauses after Clause 15:

16. Periodic review

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

CONTRACT NO.: TENDER 225C/2020/21

CONTRACT TITLE: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION
MONITORING OF PHASE 2A INFRASTRUCTURE: TRUNK AND SUPPORT INFRASTRUCTURE (EAST AND WEST)

Part 2: Data provided by the Service Provider

The Service Provider is:

Postal Address:

Physical Address:

Telephone:

Facsimile:

Email:

The authorised and designated representative of the Service Provider is:

Name:

The address for receipt of communication is:

Address:

Telephone:

Facsimile:

Email:

SIGNED ON BEHALF OF TENDERER:

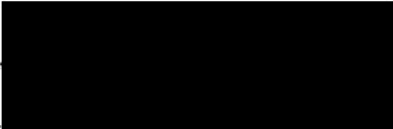
Part C1.3: Occupational Health and Safety Agreement

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

GIBB (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, , representing

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

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

COID ACT Registration Number: 

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at CAPE TOWN on the 15TH day of FEBRUARY 2022



Witness

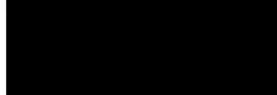


Mandatar

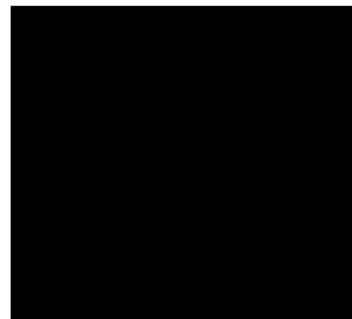
Signed at CAPE TOWN on the 17th day of FEBRUARY 2022



Witness



for and on behalf of
City of Cape Town



Part C1.4: Insurance Broker's Warranty

Pro Forma



Letterhead of Service Provider's Insurance Broker

Date _____

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

Dear Sir

CONTRACT NO.: 225C/2020/21

CONTRACT TITLE: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN &
CONSTRUCTION MONITORING OF PHASE 2A INFRASTRUCTURE: TRUNK &
SUPPORT INFRASTRUCTURE (EAST & WEST)

NAME OF SERVICE PROVIDER: _____

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

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

Yours faithfully

Signed: _____

For: _____

PART C2: PRICING DATA

Part 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.
Man-hours	The number of man-hours worked delivering the Services per each of the personnel

3. A rate, sum, and/or price as applicable, is to be entered against each item in the Activity Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
4. The rates, sums, and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. The rates, sums and prices rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
5. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the Employer before such services are rendered.
6. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Activity Schedule. This provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.
7. The categories of persons (A, B, C, D) in respect of time-based fee rates for professional

services shall be as defined in the relevant guideline scope(s) of services (as referenced in the Specifications).

8. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
9. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, and prices for normal and additional services rendered.
10. 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.
11. 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.
12. The per kilometre rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. This rate is currently R3.98/km (excluding VAT).
13. Tenderers are to note that the planning for this Contract is based on a three-year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this Contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
14. All charges in respect of attendance at meetings and the provision of secretarial services, shall be included in the tendered basic fee for normal services.

Part C2.2: Activity Schedule EAST: PHILIPPI TO KHAYELITSHA**Item No. 1 : Provide Multidisciplinary Services****1.1 : Basic Fee for Planning, Studies, Investigations and Assessments, and Normal Services for Feeder and Support Infrastructure**

Item No.	Activity Description	Unit	Quantity	Rate	Neg. Amount R c	
1.1	Provide engineering services as described in the Scope of Work in respect of: Planning, Studies, Investigations and Assessments, including Normal Services: Stage 1 – Inception Stage 2 – Concept and Viability Stage 3 – Design Development Stage 4 – Documentation and Procurement Stage 5 – Contract Administration and Inspection Stage 6 – Close-Out					
	- Category A staff	hr	230	R 1 100	R 253 000	
	- Category B staff	hr	3198	R 800	R 2 558 400	
	- Category C staff	hr	7195	R 550	R 3 957 250	
	- Category D staff	hr	5276	R 350	R 1 846 600	
TOTAL OF ITEM No 1.1 TO SUMMARY					R 8 615 250	

1.2 : Provision of Time-Based Fee for Services for Key Intersections, Priority Measures, Network Improvements and other required analysis and investigations

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
1.2	Provide multidisciplinary services as described in the Scope of Work in respect of: Planning, Studies, Investigations and Assessments, including Normal Services to prioritise public transport vehicles along routes: Stage 1 – Inception Stage 2 – Concept and Viability Stage 3 – Design Development Stage 4 – Documentation and Procurement Stage 5 – Contract Administration and Inspection Stage 6 – Close-Out					
	- Category A staff	hr	808	R 600.00	R 484 800	
	- Category B staff	hr	11225	R 550.00	R 6 173 750	
	- Category C staff	hr	25257	R 300.00	R 7 577 100	
	- Category D staff	hr	18522	R 100.00	R 1 852 200	
TOTAL OF ITEM No 1.2 TO SUMMARY					R 16 087 850	

CONTRACT NO.: TENDER 225C/2020/21

CONTRACT TITLE: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHASE 2A INFRASTRUCTURE: TRUNK AND SUPPORT INFRASTRUCTURE (EAST AND WEST)

1.3 : Provision of Time-Based Fee for Normal Services for detail design and implementation of Trunk Busway and Support Infrastructure

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
1.3	Provide multidisciplinary services as described in the Scope of Work in respect of: Planning, Studies, Investigations and Assessments, including Normal Services to prioritise public transport vehicles along routes: Stage 1 – *Inception Stage 2 – *Concept and Viability Stage 3 – *Design Development Stage 4 – *Documentation and Procurement Stage 5 – Contract Administration and Inspection Stage 6 – Close-Out - Category B staff - Category C staff - Category D staff <i>*Previously completed work stages of trunk busway is to be provided by the Employer. Review thereof will be paid under 1.8.13</i>	hr hr hr	5365 28166 66391	R 1 100 R 300 R 200	R 5 901 500 R 8 449 800 R 13 278 200	
TOTAL OF ITEM No 1.3 TO SUMMARY					R 27 629 500	

1.4 : Provision for Time Based Engineering Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
1.4	Provide time based engineering services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Work: - Category A staff - Category B staff - Category C staff - Category D staff	hr hr hr hr	188 1880 5480 7400	R 1 526 R 1 100 R 550 R 350	R 286 888 R 2 068 000 R 3 014 000 R 2 590 000	
TOTAL OF ITEM No 1.4 TO SUMMARY					R 7 958 888	

1.5 : Provision for Independent Environmental Impact Assessment Practitioner

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
1.5	Provide strategic environmental advice to the professional team, fulfilling statutory environmental processes; provide planning, management and coordination of environmental impact assessments, environmental management plans and all other appropriate environmental instruments introduced through regulations. Inform and assist the design team through all stages of the project from inception through to implementation. - Independent Environmental Assessment Practitioner - Assistant EIA Practitioner	hr hr	600 600	R 1 151 R 832	R 690 480 R 498 960	
TOTAL OF ITEM No 1.5 TO SUMMARY					R 1 189 440	

CONTRACT NO.: TENDER 225C/2020/21

CONTRACT TITLE: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF PHASE 2A INFRASTRUCTURE: TRUNK AND SUPPORT INFRASTRUCTURE (EAST AND WEST)

1.6 : Provision for Public Participation and Communication Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
1.6	Provide services on the instruction from the Employer in respect of services that require stakeholder engagement, public participation and communication as required by the project:					
	- Environmental Assessment Practitioner	hr	616	R 1 150.80	R 708 892.80	
	- Public participation facilitator	hr	100	R 1 214.85	R 121 485.00	
	- Assistant public participation facilitator staff	hr	808	R 562.80	R 454 742.40	
			648	R 410		
	- Attendance by Professional Team Members:					
	- Category B staff	hr	196	R 1 100	R 215 600.00	
	- Category C staff	hr	196	R 550	R 107 800.00	
	- Category D staff	hr	196	R 350	R 68 600.00	
TOTAL OF ITEM No 1.6 TO SUMMARY					R 1 677 120.20	

1.7 : Provision for Independent Road Safety Audits for each individual audit stage in-line with the requirements of the South African Road Safety Manual, 2nd Edition, May 2012

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c	
1.7	Provide services on the instruction from the Employer to conduct independent road safety audits for stages 2 to 5 of the project:					
	- Audit Team Leader	hr	1864	R 1 000	R 1 864 000	
	- Audit Team Member	hr	1414	R 575	R 813 050	
	- Audit Team Observer	hr	744	R 325	R 241 800	
TOTAL OF ITEM No 1.7 TO SUMMARY					R 2 918 850	

CONTRACT NO.: TENDER 225C/2020/21

CONTRACT TITLE: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF
PHASE 2A INFRASTRUCTURE: TRUNK AND SUPPORT INFRASTRUCTURE (EAST AND WEST)

1.8 : Additional Services

Item No.	Activity Description	Unit	Quantity	Rate	Amount	
					R	c
1.8	Additional Services pertaining to all stages of the Project					
1.8.1	Applying for wayleave conditions and approvals from from all services authorities					
	- Category B staff	hr	52	R 1 100.00	R 57 200.00	
	- Category C staff	hr	132	R 550.00	R 72 600.00	
	- Category D staff	hr	296	R 350.00	R 103 600.00	
1.8.2	Services related to targeted procurement		-			
	- Category B staff	hr	240	R 1 100.00	R 264 000.00	
	- Category C staff	hr	120	R 550.00	R 66 000.00	
	- Category D staff	hr	80	R 350.00	R 28 000.00	
1.8.3	Programme of works and Project Management					
	- Category B staff	hr	707	R 1 400.00	R 989 800.00	
1.8.4	Geotechnical Investigations	Provisional Sum	-	-	R 1 200 000.00	
1.8.4.1	Extra over item 1.8.4	%	R 1 200 000.00	5%	R 60 000.00	
1.8.5	Topographical Survey	Provisional Sum	-	-	R 1 200 000.00	
1.8.5.1	Extra over item 1.8.5	%	R 1 200 000.00	5%	R 60 000.00	
1.8.6	Traffic Surveys	Provisional Sum	-	-	R 1 490 000.00	
1.8.6.1	Extra over item 1.8.6		R 1 490 000.00	5%	R 74 500.00	
1.8.7	Assistance with Land Acquisition process				R 460 000.00	
1.8.7.1	Extra over item 1.8.7		R 460 000.00	5%	R 23 000.00	
1.8.8	Universal Access					
	- Category A staff	hr	56	R 1 300.00	R 72 800.00	
	- Category B staff	hr	56	R 900.00	R 50 400.00	
1.8.9	Other Specialist Studies Required (e.g. heritage/botanical/architect/etc.)					
	- Category B staff	hr	348	R 1 100.00	R 382 800.00	
	- Category C staff	hr	388	R 550.00	R 213 400.00	
	- Category D staff	hr	248	R 350.00	R 86 800.00	
1.8.10	Provide a level 3 construction monitoring service as described in the Scope of Work					
	- Category B staff	hr	35120	R 500.00	R 17 560 000.00	
	- Category C staff	hr	35120	R 450.00	R 15 804 000.00	
	- Category D staff	hr	35120	R 208.00	R 7 304 960.00	
1.8.11	Act as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014.					
	- Category B staff	hr	401	R 787.50	R 315 787.50	
	- Category C staff	hr	401	R 577.50	R 231 577.50	
	- Category D staff	hr	401	R 262.50	R 105 262.50	
1.8.12	Provide and independent Environmental Officer (EO) to ensure compliance with the Environmental Management Plan (EMP) & Environmental Authorisation as described in the Scope of Work					
	- Category B staff	hr	220	R 845.25	R 185 955.00	
	- Category C staff	hr	220	R 724.50	R 159 390.00	
	- Category D staff	hr	220	R 409.50	R 90 090.00	
1.8.13	Review of Stage 2, Stage 3 & Stage 4 work completed	Provisional Sum			R 3 038 266	
	31					
TOTAL OF ITEM No. 1.8 TO SUMMARY					R 51 750 188.50	

Item No. 2 : Landscape Architectural Services**2.1 : Provision for Time-Based Landscape Architectural Services**

Item No.	Activity Description	Unit	Quantity	Rate	Amount R c
2.1	Provide time-based landscape architectural services on instruction from the Employer in respect of services that fall beyond the scope of the normal landscape architectural work stages as described in the Scope of Work:				
	- Principal: > 10 years experience	hr	288	R 1 058.40	R 304 819
	- Principal: < 10 years experience	hr	320	R 771.75	R 246 960
	- Associates and Managers.	hr	800	R 580.65	R 464 520
	- Staff with direct responsibility for activities related to the project.	hr	1050	R 389.55	R 409 028
	- Other staff performing work under direction and control of one of the above	hr	1074	R 191.10	R 205 241
TOTAL OF ITEM No. 2.1 TO SUMMARY					R 1 630 568

Item No. 3 : Recoverable Expenses (Disbursements) – all disciplines

Item No.	Description	Unit	Quantity	Rate	Amount R c
3.1	Recoverable expenses in respect of printing/copying as specified below:				
	Printing: size A0,	No	800	R 53.00	R 42 400.00
	Printing: size A1,	No	800	R 42.25	R 33 800.00
	Printing: size A2,	No	400	R 30.00	R 12 000.00
	Printing: size A3,	No	400	R 4.28	R 1 712.00
	Printing/copying: size A4 (reports and tender documents only)	No	16000	R 2.21	R 35 360.00
	Compilation and binding of reports/tender documents, books of drawings.	No	50	R 25	R 1 250.00
	Electronic Data provided on Compact Disk	No	300	R 12.50	R 3 750.00
3.2	Recoverable expenses in respect of travelling.	Prov Sum	-	-	R 50 000.00
3.3.1	Other costs incurred on behalf of and with the approval of the Employer.	Prov Sum	-	-	R 100 000.00
3.3.2	Extra over item 3.3.1 above in respect of all other costs, overhead charges and profit.	%	R 100 000.00	5%	R 5 000.00
TOTAL OF ITEM No. 3.0 TO SUMMARY					R 285 272.00

PART C3: SCOPE OF WORK

Part C3.1 Scope of Work

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C3.1.1. INTRODUCTION

The improvement of public transport is one of eleven priorities that span five key strategic focus areas identified by the City of Cape Town in its Integrated Development Plan (City of Cape Town, 2017–2022) for achieving its long-term vision and developmental goals. Public transport plays a vital role in providing all citizens and visitors with access to opportunities and facilities, whether for economic, education, health, recreation or social purposes.

In 2007, a project office was established to plan an Integrated Rapid Transit (IRT) system in Cape Town. The term 'Integrated Rapid Transit' was used rather than 'Bus Rapid Transit' to emphasise the need for integration with other modes, especially rail, the backbone of public transport in Cape Town.

This Project is consistent with national government's policy for creating 'Integrated Rapid Public Transport Networks' in cities. The City is receiving substantial financial support from the national Public Transport Infrastructure and Systems Grant (PTISG) fund initially established by National Treasury to improve public transport for the 2010 FIFA World Cup, and now focussed on further transforming public transport in South Africa.

Given the scale of this Project, the time constraints for implementation, and the risks associated with a single service provider having the capacity and resources to manage all of the work required in a single project; the city has broken the work required into two separate Projects of approximately similar value.

Two Service Providers were appointed to commence with this Project in 2015. Their appointments will expire in September 2021. The newly appointed Service Providers are expected to take forward the Project to completion.

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Professional Service Providers with the necessary resources, expertise and competence to execute the work are invited to submit tenders for either one or both of these Project, which comprises of an East and West component. **It is the City's intention to appoint a different Service Provider per section for the Phase 2A project.**

Professional Service Providers are required to provide civil engineering expertise necessary to increase the Employer's capacity necessary to implement 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.

The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for **Contract No 225C/2020/21 PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN & CONSTRUCTION MONITORING OF PHASE 2A INFRASTRUCTURE: TRUNK & SUPPORT INFRASTRUCTURE (EAST & WEST)**, which will be evaluated using a financial offer and preferences, based system as described in the tender data.

C3.1.2. BACKGROUND

Phase 2A of Cape Town's MyCiti Integrated Rapid Transit (IRT) System shall hereinafter simply be referred to as Phase 2A. Phase 2A operates along what is known as the Lansdowne-Wetton Corridor (LWC).

Phase 2A will link the south-eastern suburbs of the Cape Town metropolitan area (known as the Metro-South East) with nodes along the Southern Suburbs rail line. More specifically, Phase 2A's two principal trunk routes will operate between Mitchells Plain and Claremont; and Khayelitsha and Wynberg.

Phase 2A will consist of both trunk and direct services. The primary difference between trunk and direct services is that trunk services generally travel on dedicated rights of way (median busways) while direct services generally travel in mixed traffic (kerbside lanes and stops).

This appointment deals with design and implementation of IRT BUS INFRASTRUCTURE (EAST & WEST) for the above mentioned bus routes. The infrastructure for these route primarily encompasses but is not limited to the design and construction monitoring of the following:

- Trunk busway infrastructure; including the construction of dedicated busways, shared mixed traffic lanes, grade separation and due to the re-allocation of road space: general traffic lanes
- Priority measures and network improvements, in the form of traffic engineering improvements to give travel time advantages to those buses traveling in mixed traffic. Priority measures could include:
 - I. intersection improvements
 - II. queue jump lanes
 - III. access management plans
 - IV. intersection reconfigurations, etc.
- open bus stops (kerbside and median)
- non-motorised transport (NMT) facilities & Universal Accessibility
- inter-modal transfer facilities or Public Transport Interchanges (PTI's)
- bus staging/holding areas
- IRT Type street lighting
- hard and soft landscaping (including irrigation)
- bus stop signage
- wayfinding signage

This Employer intends to appoint two (2) separate service providers. A single service provider for the East section and a single service provider for the West section of the Phase 2A corridor. The current Phase 2A professional services commission will come to an end in September 2021. Both the current East and West consultant teams will develop their various work packages to a logical stage by this date. Thereafter, the new service providers will be responsible for taking these work packages forward to completion as programmed. (Please see C1.2 Contract Data for the stages per work package)

The extent of services varies between East and West and have been allocated to balance project cost and complexity between the two as far as practically possible.

C3.1.2.1 Trunk Routes

The Trunk route network plan is included in this Tender (see Appendix C4.1). This shows the trunk route network divided into East and West per service provider. Each section is then further broken down into work packages as tabulated below:

East Service Provider	West Service Provider
E1-M9 Heinz to Sheffield	W1-Imam Haron/Chichester
E2-M9 Sheffield to Intsikizi	W2-Turfhall Road
E3-M9 Intsikizi to Morning Star	W4-Govan Mbeki
E4-M9 Morning Star to Mew Way	W5-Ottery Road
E5-Trunk Ext: Spine to C Hani	W6-Wynberg Couplet with Hout Bay Feeder
E6-AZ Berm/Stock to Mitchells Plain Town Centre	W8-South Road
E7-M9 Mew Way to Spine	

The design of the Trunk Routes may include dedicated right of way (red lanes) or general traffic bus way (asphalt mixed traffic) as necessary. To note that the W6 consists of a trunk kerbside stop component with a 12m feeder bus component also with kerbside stops.

C3.1.2.2 Direct Services

Phase 2A Direct services covers numerous routes traversing suburbs adjacent to the Phase 2A corridor, all originating in the areas of Mitchells Plain and Khayelitsha. The work may include, but is not limited to, intersection improvements, open bus stop installation and localised road upgrades and/or maintenance along the mixed traffic sections of the direct routes. Using an origin based approach, all Direct services' design and implementation will be dealt with by the **East consultant only**.

East Service Provider	West Service Provider
E9 – Direct Services	None

C3.1.2.3 Bus Holding Facilities, Driver Facilities and PTI's

Various locations around the Phase 2A corridor will house bus holding and staging facilities as well as driver rest/change over facilities. The work may include, but is not limited to, bus access and parking integration, driver mess and ablutions and bus staff offices.

Various existing PTI facilities have been earmarked for upgrades around the Phase 2A corridor. Separate consultants have been appointed to lead these respective projects. The Service Provider for this contract will be responsible for overseeing the IRT bus access and integration at these PTI's working as part of the overall design team.

East Service Provider	West Service Provider
Nolungile (Included in E4)	W7-1. Bus Holding and driver facilities 2. Wynberg 3. Hanover Park 4. Claremont 5. Kenilworth Centre

Interfacing with other professional service providers under other appointments is critical. Specific attention is drawn to the fact the design and construction of the median closed stations adjacent to the dedicated busway will be carried out by a separate professional team who will

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be appointed under a separate Professional Services Tender process. Co-ordination and communication between the two parties is required.

While this appointment is primarily focused on the geographic area surrounding Phase 2A, it shall be noted that the work carried out by the Service Provider under this Contract may not be limited to this geographic area due to the evolving nature of the city-wide IRT system. The Service Provider may be called on to render services to the IRT system in other geographic areas of the City.

All infrastructure including trunk busways and bus stops must adhere to that of typical standards already constructed as part of Phase 1 in all respects. Electronic copies of the record drawings of previously constructed infrastructure which will include information pertaining to road pavement strategy, geometric design, bus stop details, etc. will be made available to the successful tenderer. However; no liability will be passed to the previous designer for any and all errors or omissions from the typical design. Value engineering exercises as well as improvement to the design and construction may be necessary where identified. However, these and any other improvements to the existing standards during the project may be considered, but will be required to be motivated.

The design and construction of the IRT Phase 2A must be delivered as part of an overall milestone delivery programme (indicatively shown below), of the City of Cape Town. The infrastructure should be designed, constructed and operational by December 2028.

Timing and delivery of the designs is very limited to achieve the milestone date. It is envisaged that multiple construction contracts will be required to achieve implementation timeously as well as to meet the client's annual budget allocations.

The appointed Service Provider will be required to provide input into a detailed programme to complete the design and construction of the Project which will be linked with the overall timeframes and deliverables of the project as stated in **C.1.2 Contract data Clause 1 Period of Performance**.

C3.1.3. EMPLOYER'S OBJECTIVE

Public transport is a key mechanism for achieving the City's transport vision of providing a universally accessible and sustainable transport system that moves all its people and goods effectively, efficiently and safely without compromising people, the economy or the environment.

The Employer's objective is to further expand the MyCiTi service through the implementation of the Phase 2A network, by constructing the required civil engineering and transport infrastructure.

The description of the Project as contained in this Scope of Work is merely an outline of the Contract Works and shall not limit the work carried out by the Service Provider under this Contract.

C3.1.4. DESCRIPTION OF THE SERVICES REQUIRED

The overall scope of Services to be provided by the Service Provider include Services that apply to the construction works for the entire Project is as follows (but not limited to):

1. Trunk busway infrastructure; including the construction of dedicated busways, shared mixed traffic lanes, grade separated structures and due to the re-allocation of road space: general traffic lanes

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2. Priority measures and network improvements, in the form of traffic engineering improvements to give travel time advantages to those buses traveling in mixed traffic. Priority measures could include:
 - I. intersection improvements
 - II. queue jump lanes
 - III. access management plans
 - IV. intersection reconfigurations, etc.
3. open bus stops (kerbside and median)
4. non-motorised transport (NMT) facilities & Universal Accessibility
5. inter-modal transfer facilities
6. bus staging/holding areas
7. IRT Type street lighting
8. hard and soft landscaping (including irrigation)
9. bus stop signage
10. wayfinding signage

Over and above to the overall scope of construction work, specific additional items for the various work packages will be provided as part of the tender documentation and are indicated in the table below:

Specific additional construction items

Work Package	Specific Additional Construction Items
W1	Bridge Widening at Stanhope Rd (over live rail crossing)
W4	Elevated Roundabout at Intersection M9 Govan Mbeki/Jan Smuts/Strandfontein (over live traffic intersection)
W8	Road under rail structure (live rail underpass)

C3.1.5. EXTENT OF SERVICES REQUIRED

The services to be provided in terms of this contract are inextricably linked to the Employer's capital budget. It is the Employer's intention to appoint the Service Provider(s) for a period spanning the Employer's 2020/2021 until the 2030/2031 financial years. This appointment is also subject to a Section 33 process due to the envisaged project duration.

The estimated programmed construction duration with escalated cost estimates for all work packages are as follows:

Work Package	Extent	Estimated Construction Duration	Estimated Construction Cost (Escalated)
E1	M9 Govan Mbeki, Heinz Rd to Sheffield Rd	30 Months	R 712 005 207
E2	M9 Govan Mbeki, Sheffield Rd to Intsikizi St	34 Months	R 608,148,408
E3	M9 Govan Mbeki, Intsikizi St to Morning Star	22 Months	R 153,797,581

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E4	M9 Govan Mbeki, Morning Star to Mew Way	22 Months	R 166,691,707
E5	Spine Road to Chris Hani	22 Months	R 276,797,971
E6	AZ Berman/Stock to Mitchells Plain Town Centre	24 Months	R 475,085,692
E7	M9 Govan Mbeki, Mew Way to Spine Road	22 Months	R 246,393,289
E9	Mitchells Plain & Khayelitsha Direct Services	46 Months	R 55 136 410

All services to be provided and construction works to be executed shall therefore be programmed in order to make full use of, but not exceed, the budget provision in any given financial years (which run from 1 July to 30 June the following year).

The Employer intends to complete the full Scope of Work making full use of the budget allocation and the Employer intends to employ the Service Provider for the full duration as defined above. However it should be noted that the Employer's budget is subject to periodic review, and the project is budget dependent.

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.

Should funding in any financial year not become available, the Employer reserves the right to limit the extent of services to the current financial year only without incurring penalties.

Should it become necessary to limit the extent of services, 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.

For tendering and evaluation purposes it has been assumed that any additional land to be acquired may be obtained/transferred from existing CCT land holdings. The service provider will also be required to assist the land acquisition process should land be identified, which is not under the current ownership of the CCT.

While predominantly of an engineering nature, this project does also require the services of other professionals.

Kassel kerbs required for the construction of bus stops will require manufacture and storage thereof in advance (lead time) of the actual bus stop construction along the routes. The service provider will be required to oversee the manufacture and quality control during this process, and ensure adequate stock levels are maintained for construction of the bus stops.

The engineering component of the construction cost (for the purposes of adjusting the fees) shall include a pro rata portion of the preliminary items, plus all other construction costs, excluding items for street furniture (typically bollards, benches, tree surrounds built into paving, and tree cages) irrigation (including trenching and ducts) and soft landscaping (plants and planting medium).

The landscape architectural component of the construction cost (for the purposes of adjusting the fees) shall include a pro rata portion of the preliminary items, plus all items in respect of street furniture, irrigation, soft landscaping and paved pedestrian areas (the paving (surface) layer only, excluding edge restraints).

The only overlap permitted between the engineering component and landscape architectural component will be with respect to the paving layer of paved pedestrian areas. Preliminary items will be pro-rated according to the construction cost of each component (excluding the preliminary items). Retaining walls are regarded as forming part of the engineering component.

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Landscape architectural input and required under item 1.1, 1.2, 1.3 and 1.4, will be paid under that specific item.

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

Ownership of all designs and drawings produced during the various project stages during this project will become the property of the City of Cape Town. These designs and drawings may be used elsewhere without any further compensation to the service provider.

C3.1.6. USE OF REASONABLE SKILL AND CARE

The Service Providers' attention is drawn to the fact that the proposed construction works will take place on public roadways in built-up areas. Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to the road users (pedestrian and vehicular) and adjacent property owners.

The presence of underground and overhead services shall require special attention and care during construction. The Service Provider is therefore required to provide all aspects of the Services with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards. The Service Provider shall be paid the sum of the products of each for the staff rates multiplied by the total staff time appropriate to that rate properly spent on the work in this Contract.

Access to all properties and shops adjacent to the work area must be maintained at all times. The safe accommodation of vehicular and pedestrian traffic along the existing road network and sidewalks must be maintained. All open trenches, services, material and machines must be protected and clearly marked. General traffic must not be unduly delayed during construction. Traffic management plans will be required to be submitted to the client for approval.

In order to adequately provide safety to the general public in the vicinity of the work area, and to prevent injury to persons and damage to private property, the necessary precautions measures (such as hoarding, barricading, temporary traffic signs and warning lights etc.) shall be erected and maintained.

C3.1.7. BRIEF

C3.1.7.1 Terms of Reference

The purpose of this Contract is to procure the professional services necessary to implement the Employers objective of the expansion of the MyCiti service through the implementation of the IRT Phase 2A route network, by constructing the required civil engineering and transport infrastructure as well as carrying out the evaluation, review and preliminary designs of other elements of work for future expansion and enhancement of the transport network.

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 243 of 2013: Guideline for defining the Scope of Services and for determining the Professional Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), published in Government Gazette No. 37120, 04 December 2013, 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 additional Services to be provided include applying for wayleave conditions and approvals from the various service authorities, all services related to preferential/targeted procurement, programming of the works, integration with stakeholders, acting as the leader of a professional

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team, geotechnical investigations, survey, the provision of a level 3 construction monitoring service, undertaking the duties of the Client in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014, and the provision of an Environmental Officer (EO) as described below.

The landscape architectural Services to be provided include provision of all standard services broadly described in the document entitled "Amended Landscape Architectural Work Stages – January 2011", published by the South African Council for the Landscape Architectural Profession (SACLAP), 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 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.

C3.1.7.2 Specific Requirements

C3.1.7.2.1 Engineering Services

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

For pricing purposes, the basic fee tendered (item No 1.1: C2.2 Activity Schedule) shall include for all costs in respect of Engineering Services described further below.

The Eastern Section from Khayelitsha/Mitchells Plain to Philippi commences along Jeff Masemola Road and Govan Mbeki Roads (along the M9); from the intersection with Mew Way in the east up to 200m east of the intersection with Heinz Road in the west. The design and construction of this intersection will not be included in this section, but included in Western Section.

It should however be noted that design of following section/s of roadway are currently underway under separate professional appointments and are excluded from the scope of works from the eastern section. The road section/s excluded is:

- Stock Road from (up to and including) the intersection with the R300 Freeway in the south, up to 200m from the intersection with Jeff Masemola in the north.

In addition to the above-mentioned sections, it should also be noted that the current consultant team has already progressed certain work packages to different stages of completion. The new Professional Services Provider will continue with the work packages and take these to completion. Allowance has been made for a review period to allow a new Service Provider to scrutinise and take on each work package. Tabulated below is the list of East work packages with the anticipated start stage after review for the new Service Provider:

Work Package	Anticipated end/handover stage by current Service Provider (30 Sept 2021)	Anticipated Start Phase for New Service Provider (post review)
E1	Stage 4 –Documentation & Procurement	Stage 5 – Contract Administration
E2	Stage 4 –Documentation & Procurement	Stage 5 – Contract Administration
E3	Stage 4 –Documentation & Procurement	Stage 5 – Contract Administration
E4	Stage 4 –Documentation & Procurement	Stage 5 – Contract Administration
E5	Stage 4 –Documentation & Procurement	Stage 5 – Contract Administration
E6	Stage 4 –Documentation & Procurement	Stage 5 – Contract Administration

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E7	Stage 4 –Documentation & Procurement	Stage 5 – Contract Administration
E9	Stage 3 – Design Development	Stage 4 –Documentation & Procurement

It is reminded that co-ordination with the professional teams appointed for these road sections will be required to ensure seamless integration of designs. The cost for project integration for the duration of the project lifecycle is deemed to be included in pay items 1.1, 1.2 and 1.3. Allowance must be made by the Service Provider within each pay item for this Service, as this will not be paid separately.

The Service Provider should give careful consideration when pricing this section as it presents various challenges of which some have been suggested, but not limited to relocation of informal settlements and communities, land acquisition / expropriation and general access to land, demolition of building and related structures, environmental constraints, heritage impact/s, traffic management, management and use of local labour, close liaison with the community and public through all stages of the project which may impact on the design and implementation program.

However, for further clarification of Item No.1.1, 1.2 and 1.3: C2.2, covers the various IRT Phase 2A routes as described previously in the document. The infrastructure associated with the Phase 2A Services include, but not limited to:

Description of work items summarised	Pay Item Applicable
Direct Services and Support Infrastructure: - Design & construction of bus stop & support infrastructure - street lighting & general lighting improvements - Hard and soft landscaping (including irrigation) - Non-Motorised Transport Facilities (NMT) - Universal Accessibility (UA) along the route (within 500m) - Intermodal transfer facilities - Bus staging and holding facilities - Park and ride facilities - Wayfinding signage - Bus stop signage - Response to all specialist advisors (e.g. road safety audit reports, UA, etc.)	Item 1.1
Key Intersections, Priority Measures and Network Improvements: - In the form of traffic engineering improvements to give travel time advantages to those buses traveling in mixed traffic and could include: I. intersection improvements II. queue jump lanes III. access management plans IV. intersection reconfigurations V. revised signal phasing VI. (Other etc.) - Street lighting where required - Response to all specialist advisors (eg road safety audit reports, UA, etc.)	Item 1.2
Trunk Busway and Support Infrastructure: - Design & construction of trunk route including dedicated busways - Grade separated structures - general traffic lanes due to re-allocation of road space - incl. bridge\culvert widening where required	Item 1.3

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| <ul style="list-style-type: none">- associated signalization design, road marking and signage- open/median stops along trunk route- IRT type street lighting & general lighting improvements- CCTV and optic fibre communications Infrastructure- Hard and soft landscaping (including irrigation)- Non-Motorised Transport Facilities (NMT)- Universal Accessibility (UA) along the route (within 500m)- Kassel kerb procurement & manufacture- Response to all specialist advisors (eg road safety audit reports, UA, etc.) | |
|---|--|

Integration with all City of Cape Town line departments, professional teams under appointment by the Employer, including integration with the Employer's project management team, is deemed to be included in pay items 1.1, 1.2 and 1.3. Allowance must be made by the Service Provider within each pay item for this service, as this will not be paid separately.

Kassel kerbs required for the construction of bus stops will require each Service Provider to manage the procurement process for the manufacture and storage thereof in advance (lead time) of the actual bus stop construction along the routes. The Service Provider will be required to oversee the manufacture and quality control during this process, and ensure adequate stock levels are maintained for construction of the bus stops and will also be paid under Item No.1.3.

The construction work associated with each project which is envisaged to be administered in several contracts over the next ten (10) financial years. The fee for normal Services shall include for at least 7 separate procurement processes for the West project, as well as the construction stage Services required to administer 7 separate contracts; and at least 10 separate procurement processes for the East project, as well as the construction stage services required to administer 10 separate contracts.

The following traffic engineering aspects will be required, but may not be limited to include:

- (i) a review of current and historic traffic information to determine existing patterns;
- (ii) a review of accident records, where available, to identify possible hazardous features in the existing system being analysed;
- (iii) a study to identify the current operational performance of the existing facilities so as to identify and quantify problems;
- (iv) the generation of alternative solutions for the improvement of existing facilities, taking account of the requirements of all modes of transport including buses, taxis and pedestrians;
- (v) a forecast of future traffic demands placed on the alternatives considered;
- (vi) an evaluation of alternatives, taking into account the traffic, safety and economic performance of each alternative;
- (vii) the selection of the preferred alternative.
- (viii) traffic management plans during construction
- (ix) evaluation of LOS and delays for general traffic and busses after construction is complete and open for use (i.e. post implementation study) in a formal report

The provision of landscape architectural input is envisaged to be focused around the NMT, Busway facilities and related public transport infrastructure. It may include complimenting and enhancing the quality of the environment alongside busway infrastructure, bus stops, intersections, park and rides, bus staging/holding facilities, etc. Input will be required for all stages of the project, as well as the provision of method statements for the on-going maintenance and management of landscaping provided. The landscape architect will be required to enhance all aspects of the project. Payment for this service is deemed to be included in pay items 1.1 and 1.3 Allowance must be made by the Service Provider within each pay item for this service, as this will not be paid separately.

The objectives of the NMT component associated with the busway infrastructure is to create a safe and convenient environment for commuters, pedestrians and cyclists while at the same time restructuring urban public space in a way that contributes to creating liveable and vibrant

environments that accommodate the diversity of needs of Cape Town's multi-cultural society. It should also ensure universal access and be designed for special needs users as to achieve more effective non-motorized mobility.

The independent environmental assessment practitioner is expected to provide strategic environmental advice to the professional team, fulfilling statutory environmental processes, provide planning, management and coordination of environmental impact assessments, environmental management plans and all other appropriate environmental instruments introduced through regulations. The individual will be required to inform and assist the design team through all stages of the project from inception through to implementation. Payment for this service will be paid separately under item 1.6. Specialist studies required to facilitate the environmental process will be paid under 1.5.

Payment for public participation processes, communication and conflict resolution required by the project will be paid separately under item 1.7. Tasks such as the following, but not limited to:

- Identification of key I and AP's and compilation of I and AP database (per project)
- Drafting notification letters
- Facilitate public meetings
- Focus group meetings with wards councillors, residents associations (organization of meetings, attendees, minutes to meetings, etc)
- All other required public participation processes and or communications necessary

The environmental assessment practitioner will be responsible to lead and manage this component of the project along with a facilitation team.

The time required for the attendance of the professional team members and/or their respective staff members at meetings or events will be paid separately under item 1.7. A written proposal of the extent of public participation, communication and resources needed, will be required in advance for approval by the Employer, to authorise expenditure under this item.

Road Safety Audits are required to be conducted by independent road safety audit teams in line with the requirements of the South African Road Safety Audit Manual, 2nd Edition (or latest revision), 2012. Each road safety audit at the respective stage, as required by the project, will be paid for under item 1.8

C3.1.7.2.2 Normal Services

C3.1.7.2.2.1 Stage 1 – Inception

The Service Provider shall provide those services as described in the relevant section of Board Notice 201 of 2012: Guideline for defining the Scope of Services and for determining the Professional Fees, as are necessary to establish the Employers requirements, preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions, aspirations and strategies to move the project brief forward.

The landscape architectural services to be provided include provision of all standard services broadly described in the document entitled "Amended Landscape Architectural Work Stages – January 2011", published by the South African Council for the Landscape Architectural Profession (SACLAP), 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

On-going public and stakeholder participation will be required during this stage of the Project.

C3.1.7.2.2.2 Stage 2 - Concept and Viability (Preliminary Design)

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

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The preliminary proposal shall take cognisance of current and future roadway developments in the vicinity of the Works, as well as the future development of the MyCiti system, and shall ensure that this project is integrated into these developments

The Service Provider shall provide those services as described in the relevant section of Board Notice 201 of 2012: Guideline for defining the Scope of Services and for determining the Professional Fees, as are necessary to establish the Employers requirements, preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions, aspirations and strategies to move the Project brief forward.

The landscape architectural services to be provided include provision of all standard services broadly described in the document entitled "Amended Landscape Architectural Work Stages – January 2011", published by the South African Council for the Landscape Architectural Profession (SACLAP), 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

On-going public and stakeholder participation will be required during this stage of the Project.

C3.1.7.2.2.3 Stage 3 - Design Development (Detail Design)

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

The Service Provider should refer to the relevant Roads Ordinance and investigate all services located along the route within the area of construction, the relevant service owners, details of relocation or protection work required and the responsibilities for such work. This information together with appropriate drawings and copies of relevant correspondence should be included in the Services Report to be submitted along with other design information to the Roads Design Engineer on completion of the design. All relevant aspects investigated and taken into consideration during the investigation and design process must be covered in the Services report.

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

The design development shall take cognisance of all design requirements as may be imposed by any authority whose services are impacted upon by the proposed construction. The design development shall consider and include public lighting on, and in the vicinity of, the proposed construction.

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

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

Details of traffic accommodation during construction should be discussed with the Directorate Roads & Stormwater and the District Roads Engineer where appropriate. Proposed traffic

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accommodation procedures should be summarised and the summary submitted in an appropriate form to the City of Cape Town on completion of the design.

The use of proclaimed roads in the area to accommodate traffic during construction should be agreed with the District Roads Engineer beforehand.

Where a bypass is to be constructed to accommodate traffic during construction, the possible location for the bypass should be identified and the bypass designed where this is critical to the road construction or the topography is severe. Details of any improvements to proclaimed roads and of the horizontal and vertical alignment of a constructed bypass should be provided on the drawings which accompany the Traffic Accommodation Summary.

Allowances should be made in the material quantities for the construction of bypasses and improvements required to existing roads for traffic accommodation.

C3.1.7.2.2.4 Stage 4 – Documentation and Procurement

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

The construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) format and in compliance with the City of Cape Town's Supply Chain Management Policy. The construction contract document shall be based on the City of Cape Town's latest example CIDB document for Civil Contracts (SCM 509), which is based on the SAICE General Conditions of Contract for Construction Works, 3rd Edition 2015.

The Service Provider shall liaise with the Employer during the preparation of the construction contract document to determine the applicable standard specifications, methods of measurements, and any other specific requirements that the Employer may have in this regard.

The Service Provider shall ensure that all of the requirements, limitations and/or restrictions on construction as may be imposed by service authorities 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 Plan.

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.

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

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

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phased completion and cost estimate of the work are but some of the requirements necessary to facilitate the procurement and tender process.

Once the contract document has been finalised, the Service Provider shall supply the Employer with an electronic copy of the document. The Service Provider shall be responsible for providing the Employer with the required number of copies of plans and tender documents for tender purposes (both hard copy and on compact disc).

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

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

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

C3.1.7.2.2.5 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.

Should the need arise; the Service Provider shall be responsible for all liaison and/or negotiations with Consultants working on other projects where overlap exists with work undertaken in terms of this contract.

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.

C3.1.7.2.2.6 Stage 6 – Close-Out

The Service Provider shall complete the project close-out as described in the guideline scope of Services, and as amplified below.

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

The Service Provider shall compile a project close-out report, hereinafter referred to as a contract report, for submission to the Employer

The purpose of the contract report is to record all relevant information in a convenient form so that it is available for reference both in respect of the specific contract and as a source of information for general use. It is a useful tool for continuous improvement and to highlight and document the lessons learnt during the specific contract.

The Engineer's Representative should be aware of the information required to complete the contract report so that he can take notes during the currency of the contract of all relevant events.

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The contract report should be concise but as complete as possible. Information already provided in the documents and other reports should not be repeated, instead appropriate references should be made.

The information to be included in the report shall include *inter alia*:

- Locality Plan
 - Contract Information
 - Name and number of contract
 - Contractor and sub-contractor and key staff members
 - Professional Team (including consulting engineers and other members of the Professional Team) and key staff members
 - Important contractual dates; handing over site, completion dates, dates when sections opened to traffic, maintenance periods for various sections
 - Project Description
 - Overall description of Project and main items of work
 - Financial Details
 - final costs should be compared with the tendered amounts for both the total contract value, as well as for individual measurement sections in the Bill of Quantities
 - significant under or over expenditure should be discussed and elaborated on
 - significant differences between scheduled and actual final quantities should be discussed and elaborated on
 - Significant variations should be discussed in detail
 - Technical Information
 - Technical aspects and details of the project should be discussed
 - Problems encountered and the solution thereof
 - Any design changes, delays and the reasons thereof are to be explained and discussed
 - Suggestions for improvements in future should be included
 - Aspects which could be addressed include design, tendering, documentation, materials and construction procedures
 - Monitoring Sections
 - Where monitoring sections have been established details must be provided of the location of the sections, as well as the performance to date
 - Contractors and Subcontractors Performance
 - Comments should be provided on expertise, progress, quality of work and equipment.
 - Note: Confidential information should not be included here but should be submitted separately to the Employer
 - Photographic Record
 - Photographs should be included to illustrate the finished product, interesting aspects during construction and unusual problems during construction.
 - As-built Drawings
 - A full/comprehensive set of record/as-built drawings shall be provided in both hard and electronic format and must accompany the contract report
 - An index of the as-built drawings shall be contained within the report itself
- Ownership of all designs and drawings produced during the various project stages during this project will become the property of the City of Cape Town. These designs and drawings may be used elsewhere without any further compensation to the service provider.

The contract report in draft form should be submitted to the Employer for approval within two months of the date on which the Completion Certificate is issued. All comments of the Employer shall be addressed and incorporated into the final contract report. Once the contract report has been finalised, the Service Provider shall supply the Employer with an electronic copy of the document and two hard copies.

C3.1.7.2.3 Additional Services

C3.1.7.2.3.1 Service Enquiries / Wayleave Applications

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

C3.1.7.2.3.2 Targeted Procurement

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

C3.1.7.2.3.3 Programme of Works and Project Management

The Service Provider shall be responsible for the preparation of detailed project and construction programs, risk assessment and management, detail cost reports, the requirements of which shall be carried through into the designs and tender documentation as necessary. The service provider will be required to host and record the minutes of all meetings related to this project.

C3.1.7.2.3.4 Geotechnical Site Investigations / Survey

The Service Provider shall carry out geotechnical site investigations and survey deemed necessary to carry out the design. In terms of bridge work, the service provider may employ the services of a specialist geotechnical engineer to provide expert advice to carry out the design.

C3.1.7.2.3.5 Topographical Surveys

The Service Provider shall carry out topographical site survey deemed necessary in order to perform the analysis and design of the project. All surveys authorised to be in-line with TMH 11 survey and drawings standards. The Service Provider shall follow the Employers supply chain management policy, processes and procedures during the procurement thereof.

C3.1.7.2.3.6 Traffic Surveys

The Service Provider shall carry out traffic counts and site traffic survey deemed necessary to carry out the traffic analysis and design, including those studies necessary for accommodation of traffic during the construction stage.

C3.1.7.2.3.7 Assistance with Land Acquisition

The Service Provider shall be required to liaise with the Employers' Project Management Team and the designated representatives of the Employers' Property Management and Human Settlements Teams respectively. The service provider must assist with identifying the extent of land required where necessary.

The Service Provider shall be required to supplement and assist the City's relevant internal Department/s in dealing with land acquisition issues. When a request to acquire a property has been received, the relevant service department shall be provided with a standard list of requirements (Acquisition Request) to be provided for acquiring the property. Such list include the name of the project manager, ownership, location, dimensions and zoning of property(ies), confirmation that funding is available for the acquisition, etc. The Service Provider will assist the relevant service department in acquiring the necessary information drafting/drawings and Acquisition Request.

After the information has been acquired and the Acquisition Request completed, the project management of the relevant service department will confirmed and signed off the acquisition request form. The Service Provider will log the acquisition request. The Service Provider will draft a letter for signature by the Head: Acquisitions, to the relevant land owner informing him/her of the City's intention to acquire land/rights in land. The Service Provider will arrange (in

collaboration with the Head: Acquisitions) for the appointment of a land surveyor to draft survey diagrams for the property(ies) to be acquired.

In the event that a negotiated settlement can be achieved, the Service Provider will prepare a report to the Mayoral Committee for the authorisation to acquire the property at the negotiated price. On approval of the acquisition, the Service Provider will request the landowner's attorney to initiate the conveyancing process.

The Service Provider will monitor the conveyancing process and report to the Head: Acquisitions on progress.

Where a negotiated settlement cannot be reached, the Service Provider will prepare a report to the Mayoral Committee for authorisation to expropriate the property. On approval by the Mayoral Committee, the Service Provider will, in terms of the applicable legislation institute the necessary procedures for the expropriation of the property(ies). The Service Provider will on a regular basis report to the Head: Acquisitions and the relevant service department on progress either through formal meeting and reports. Similarly, the Service Provider will assist in providing the required information to the Human Settlements Team in terms of extent of area required including the name of the project, erf ownership, location, dimensions and zoning of property(ies), confirmation that funding is available for the acquisition, etc. In the event of a public consultation, technical assistance will be required from the Service Provider at such meetings.

C3.1.7.2.3.8 Universal Accessibility Specialist

The Service Provider may be required to procure the services of a recognised specialist knowledgeable in field of universal accessibility with respect to, public transport infrastructure and familiar with the NDoT guidelines. The specialist should identify and understand special needs users as well as those with disabilities, and provided general and specific design input to projects. The Service Provider will be required to submit to the client the curriculum vitae, which identifies the experience of the specialist for approval before the specialist commences with any work.

C3.1.7.2.3.9 Other Specialist/Specialist Studies

The Service Provider may be required to procure the services of recognised specialist/s other than those already identified to conduct specialist studies, detailed analysis, design review, etc as may be required to ensure compliance with the relevant approval authorities.

C3.1.7.2.3.10 Construction Monitoring

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

The Service Provider shall, when called upon to do so by the Employer, submit a fully motivated proposal for such construction monitoring to the Employer for approval, and in respect of which a provisional sum has been allowed in the Activity Schedule.

The proposal shall name the individual(s) proposed, provide details of their experience, the anticipated duration of their involvement and the monthly cost in respect thereof. The cost shall include all benefits, overhead charges and profit as well as any overtime costs, if applicable. Construction monitoring staff will be paid over the year end break, if applicable.

As far as the individual(s) proposed are concerned, the Engineer's Representative shall be a qualified Civil Engineer / Technologist who is registered as a Professional Engineer or Professional Engineering Technologist with the Engineering Council of South Africa (ECSA) with at least ten (10) years verifiable post graduate experience in construction monitoring, including a minimum of at least two contracts which have involved road construction within an urban environment.

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

C3.1.7.2.3.11 Act as the Employer's agent in terms of the Occupational Health and Safety Act

The Service Provider, in submitting a tender for this professional services contract, shall be deemed to have acknowledged acceptance of the appointment as the client's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014, should the Employer accept the tender. The Service Provider shall, as such, execute all of the duties of the Employer as contemplated in the Construction Regulations.

If the Service Provider considers it necessary to employ the services of a health and 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 new requirements of the Construction Regulations 2014 for a baseline risk assessment and a site specific health and safety plan which must be provided to the designer as defined in the Regulations.

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

C3.1.7.2.3.12 Environmental Officer

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

- (a) to prepare/update a project specific Construction Environmental Management Programme (specification) (C-EMP) for inclusion into the construction tender/contract document.
- (b) to assist the Engineer in ensuring that any necessary permits are obtained.
- (c) to convey the contents of the C-EMP to the Contractor's site team, and discuss the contents in detail with the Contractor, as well as to conduct induction and environmental awareness training sessions to the Contractor's and sub-contractor's workforces, as and when necessary.
- (d) to monitor and verify that the C-EMP is adhered to at all times, and to inform the Service Provider 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.

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

C3.1.7.2.3.13 Review of Design

The Service Provider will be required to review any aspect of the design provided by the Employer. A written proposal of the resources needed, will be required in advance for approval by the Employer, to authorise expenditure under this item. The Service Provider is also required to identify any item during the review that may result in a Defect. Payment for this service will be paid separately under item under 1.8.13

C3.1.7.2.4 Landscape Architectural Services

The landscape architectural services required include, in respect of the landscaping component of this project, the provision of all standard services described in the document entitled "Amended Landscape Architectural Work Stages – January 2011", published by the South African Council for the Landscape Architectural Profession (available on their website www.saclap.org.za).

C3.1.7.2.4.1 Stage 1 – Inception

The Services required will include establishing the requirements and preferences of the Employer as well as user needs and options. The landscaping component of the bus stops and stations including associated non-motorised transport (NMT) facilities.

C3.1.7.2.4.2 Stage 2 - Concept and Viability (Preliminary Design)

The landscape architect shall prepare and finalise the project concept, including the preparation, for consideration and approval by the Employer, of sketch plans and perspectives indicating overall design concepts, as well as cost estimates, in respect of both the hard and soft landscaping components of the bus stop facilities.

C3.1.7.2.4.3 Stage 3 - Design Development (Detail Design)

The landscape architect shall in conjunction with the engineering design, develop the approved concept into a full landscaping design including, but not limited to:

- (a) Planting layout/s, detailing the location and types of plants.
- (b) Irrigation layout and design, including the positioning of any ducts required.
- (c) Paving layout/s.
- (d) Plant surrounds.
- (e) Tree cages (or stays).
- (f) Seating structures
- (g) Bollards (if required).

The landscape architect shall source and provide any samples as may be necessary for the Employer to approve the final design.

The landscape architect shall liaise directly with the relevant division of the Employers Parks Department in respect of their approval of the hard and soft landscaping design.

The end product required is a set of plans/drawings and specifications that will be incorporated into the contract documentation for construction purposes, as well as a final cost estimate.

C3.1.7.2.4.4 Stage 4 – Documentation and Procurement

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Aside from plans and drawings showing details of the hard and soft landscaping, The landscape architect shall develop a full specification in respect of same of same, including maintenance requirements both during and post construction (in the defects liability period).

The landscape architects shall provide comment, as appropriate, on the suitability of the landscaping and irrigation sub-contractors, or of alternatives proposed, as part of the tender evaluation process.

C3.1.7.2.4.5 Stage 5 – Contract Administration and Inspection

The landscape architect shall, insofar as the landscaping component of the construction contract is concerned, carry out any or all (as necessary) of the services listed in the SACLAP Amended Landscape Architectural Work Stages – January 2011 document.

The landscape architect may only issue instructions to the construction contractor through the Engineer as defined in the construction contract.

Periodic inspections during the course of the maintenance period will be required in order to ensure the contractor is fulfilling his landscaping maintenance obligations, the cost of which must be included in the landscape architects tendered fee.

A method statement for the maintenance and management of the landscaping must be prepared and submitted to the client.

C3.1.7.2.4.6 Stage 6 – Close-Out

There are no particular requirements over and above those services listed in the SACLAP Amended Landscape Architectural Work Stages – January 2011 document.

C3.1.7.3 Time Frames/Milestones

Milestones set by the Employer typically revolve around budget in any given financial year, as well as the proposed implementation dates of certain phases and sub-phases of the MyCiti bus system. The important milestones are therefore the financial year ends (30 June each year) and the implementation dates to be verified by the Employer.

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. Project deliverables will be assessed on a case by case basis for each stage of every work package. Late delivery penalties will be applied in terms of Clause 3.12.1 of the Contract Data.

C3.1.7.4 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 office. The construction monitoring service will take place at the site of the project.

The Service Providers personnel may 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.

C3.1.7.5 Reporting Requirements

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The Service Provider shall be required to have availability for regular report back sessions with staff of the City of Cape Town and must make allowance for at least weekly technical review meetings with the Employer throughout all phases of this project.

Aside from the three particular reports required in terms of the brief above (the Conceptual Planning Report, Tender Evaluation Report and Contract Report), the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project. Final reports shall be submitted in both hard copy and electronic forms. It is anticipated that 2 hard copies of each report will be required. The outputs may each require a brief presentation to the relevant meeting.

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

The Tender Evaluation Reports shall be submitted to the Employer within two (2) weeks of tenders for the construction works having been received.

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

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.

A post implementation report, of the LOS and delays to general traffic as well as busses must be prepared approximately six (6) weeks after completion of the works opening to traffic.

C3.1.8. REFERENCE DATA

All relevant data completed by the current consultant teams will be made available to the tenders in electronic format during the tender period. Up to date information the end of the current contract will be made available to the appointed Service Providers.

Typical designs and details of the different shelter types, placements types of the open bus stops, continuously reinforced concrete lanes and closed stations have been established and constructed during Phase 1. It should be noted that the design and layout of the open bus stops should largely adhere to the already constructed, but the design should be improved as and where identified.

C3.1.9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

The Service Provider shall ensure that cognisance of all applicable national and international standards are 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.

C3.1.10. APPROVALS

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

- (a) Approval of the implementation programme from the Employer,
- (b) Approval of the conceptual and preliminary designs from the Employer,
- (c) Approval of the project from Heritage Western Cape (*if required*),
- (d) Approval (authorisation) of the project from the Department of Environmental Affairs and Development Planning (*if required*),
- (e) Approval of the detail design, drawings and contract document from the Employer,
- (f) Wayleave approval from all service authorities,

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- (g) Approval of the accommodation of traffic plans from the Traffic Manager,
- (h) Approval of the construction monitoring proposal from the Employer,
- (i) In respect of time based services, approval of the allocation of staff from the Employer.
- (j) Approval for the employment of specialist Subcontractors 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 Subcontractors in terms of this Contract.

C3.1.11. PROCUREMENT

C3.1.11.1 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.

C3.1.11.2 Monitoring the use of Subcontractors 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 Service Provider shall submit to the Employer documentary evidence in accordance with the applicable codes of good practise, of the B-BBEE status level of every Subcontractor employed by the Service Provider. Until such time as documentary evidence as described above has been submitted to the Employer, a Subcontractor shall be deemed to be a non-compliant contributor.

The Service Provider shall furthermore, on the written request of the Employer, provide documentary evidence showing the value of work sub-contracted to any or all of the Subcontractors employed by the Service Provider.

C3.1.11.3 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):

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

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

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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.

C3.1.12. 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.

C3.1.13. KEY PERSONNEL

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

- a) A **Project Leader** who is registered as a Professional Engineer or Professional Engineering Technologist with the Engineering Council of South Africa (ECSA), who has at least 10 (ten) years verifiable post graduate experience in the design of civil engineering services **OR** municipal road infrastructure, and who will be responsible for all work carried out in terms of the tender. The Project Leader must also have acted as the "Engineer" in terms of the SAICE GCC (General Conditions of Contract) 2010 **OR** "Employers Agent" in terms of the SAICE GCC 2015, within the last three years. A list of **COMPLETED** projects on which the Project Leader has acted as the "Engineer / Employer Agent" must be clearly ascertainable from the *curriculum vitae* submitted and must be explicitly stated as such.
- b) A **Project Engineer** who is registered as a Professional Engineer or Professional Engineering Technologist with the Engineering Council of South Africa (ECSA), who has at least 8 (eight) years verifiable post graduate experience in geometric design and associated stormwater drainage design, design of civil engineering services within a municipal/urban environment.
- c) A **Traffic Engineer** who is registered as a Professional Engineer or Professional Engineering Technologist with the Engineering Council of South Africa (ECSA), and has at least 8 (eight) years verifiable post graduate experience in traffic network analysis, transport impact assessments, intersection analysis & design, signalisation design.
- d) A **Pavement Engineer** who is registered as a Professional Engineer or Professional Engineering Technologist with the Engineering Council of South Africa (ECSA), and has at least 8 (eight) years verifiable post graduate experience in the design of flexible and rigid pavements.
- e) A **Structural Engineer** who is registered as a Professional Engineer or Professional Engineering Technologist with the Engineering Council of South Africa (ECSA), and has at least 8 (eight) years verifiable post graduate experience in the analysis and design of structural elements associated with municipal roads environment.

- f) An **Electrical Engineer** who is registered as a Professional Engineer or Professional Engineering Technologist with the Engineering Council of South Africa (ECSA), and has at least 8 (eight) years verifiable post graduate experience in the design of electrical services within a municipal environment.
- g) A **Professional Landscape Architect** who is registered as such with the South African Council for the Landscape Architectural Profession (SACAP), with at least 8 (eight) years verifiable post graduate experience in hard and soft landscaping within a municipal urban environment.
- h) An **Environmental Practitioner** who is registered with the Environmental Assessment Practitioners Association of South Africa (EAPASA). Proposed key personnel must have at least 5 (five) years verifiable experience who has been responsible to successful completion of at least two Environmental Assessment projects, which has resulted in issue of a Record of Decision (ROD).
- i) An **Occupational Health and Safety Agent** who is registered with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Professional Construction Health and Safety Agent (Pr. CHSA). Proposed key personnel must have at least 5 (five) years verifiable experience acting as the Clients Agent in terms of the Construction Regulations, 2014.

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.

C3.1.14. MANAGEMENT MEETINGS

C3.1.14.1 Management Meetings

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

C3.1.14.2 Community/Stakeholder Meetings

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

C3.1.14.3 Supply Chain Management (SCM) Committee Meetings

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

C3.1.14.4 Site/Technical Meetings

During the Contract Administration and Inspection stage of this project, the Service Provider shall convene and run monthly site meetings at which the Employer and 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.

C3.1.14.5 Ad-hoc Meetings

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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.

C3.1.14.6 General

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

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

Part C3.2 Annexes

Annex 1: B-BBEE Sub-contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

Annex 3: Schedule 11 – Key Personnel

Annex 4: Schedule 12 – Support Resources

Annex 5: Schedule 18 – Personnel Schedule (Other than Key Personnel)

Annex 6: Schedule 22 – Price Basis for Imported Resources

ANNEX 1

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR (SERVICE PROVIDER):

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

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

Name of Subcontractor (list all Subcontractors)	B-BBEE Status Level of Subcontractor 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 Subcontractors with a lower B-BBEE Status Level than Prime Contractor
Subcontractor A		R	R	R
Subcontractor B		R	R	R
Subcontractor C		R	R	R

¹ Documentary evidence to be provided	Total: R	Expressed as a percentage of P* %
--	----------	-----------------------------------

Signatures

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

Verified by Employer's

Date:

CONTRACT NO.: TENDER 225C/2020/21
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Representative: _____ Date: _____
ANNEX 2 **CITY OF CAPE TOWN**

CONTRACT NO. AND NAME: _____
CONTRACTOR (SERVICE PROVIDER): _____

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO.

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

¹Documentary evidence to be provided

Signatures

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

Verified by Employer's Representative: _____ Date: _____

CONTRACT NO.: TENDER 225C/2020/21

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ANNEX 3 - SCHEDULE 11: KEY PERSONNEL

The tenderer is referred to **clause C.2.1.4.2** of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of each individual must be appended to this schedule.

PROJECT LEADER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
PROJECT ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
TRAFFIC ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
PAVEMENT ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

PLEASE SEE ATTACHED

CONTRACT NO.: TENDER 225C/2020/21

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STRUCTURAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

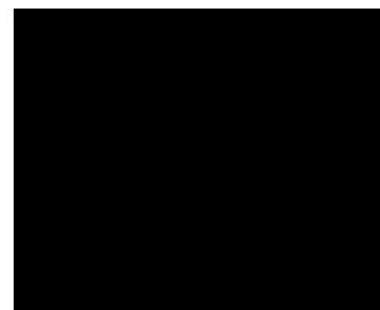
ELECTRICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

PROFESSIONAL LANDSCAPE ARCHITECT				
NAME	JOB TITLE	QUALIFICATIONS	SACLAP REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

ENVIRONMENTAL PRACTITIONER				
NAME	JOB TITLE	QUALIFICATIONS	EAPASA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

OCCUPATIONAL HEALTH AND SAFETY OFFICER				
NAME	JOB TITLE	QUALIFICATIONS	REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE

SIGNED ON BEHALF OF TENDERER:



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Schedule 11: Key Personnel

PROJECT LEADER			
NAME	JOB TITLE	QUALIFICATIONS	NO. OF YEARS SPECIFIED EXPERIENCE
	Project Leader	Master's Degree in Business Administration, Master's Degree in Civil Engineering (Coastal Engineering), Bachelor of Science (Civil Engineering) (cum laude)	28
PROJECT ENGINEER			
NAME	JOB TITLE	QUALIFICATIONS	NO. OF YEARS SPECIFIED EXPERIENCE
	Project Engineer	Master in Business Administration, NQF7 Labour Based Construction Methods, Bachelor of Science in Engineering (Honours) (Civil)	26
TRAFFIC ENGINEER			
NAME	JOB TITLE	QUALIFICATIONS	NO. OF YEARS SPECIFIED EXPERIENCE
	Traffic Engineer	Master of Engineering (Transportation), Bachelor of Engineering (Civil)	22
PAVEMENT ENGINEER			
NAME	JOB TITLE	QUALIFICATIONS	NO. OF YEARS SPECIFIED EXPERIENCE
	Pavement Engineer	Bachelor of Technology (Civil Engineering), National High Diploma (Civil Engineering), National Diploma (Civil Engineering)	24

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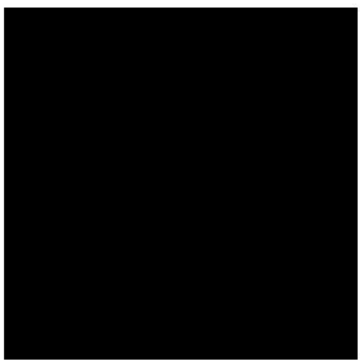
Schedule 11: Key Personnel

STRUCTURAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Structural Engineer	Master of Science (Civil Engineering), Bachelor of Science (Civil Engineering)	PrEng: 730493	51
ELECTRICAL ENGINEER				
NAME	JOB TITLE	QUALIFICATIONS	ECSA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Electrical Technologist	Bachelor of Technology (Electrical Engineering), National Diploma (Electrical Engineering)	PrTechEng: 201070239	25
PROFESSIONAL LANDSCAPE ARCHITECT				
NAME	JOB TITLE	QUALIFICATIONS	SACLAP REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Landscape Architect	B Arch, Pr Arch	SACLAP 20240	25
ENVIRONMENTAL PRACTITIONER				
NAME	JOB TITLE	QUALIFICATIONS	EAPASA REGISTRATION NO.	NO. OF YEARS SPECIFIED EXPERIENCE
	Independent Environmental Practitioner	BSc Hons (Env Man)	2019/1988	9

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Schedule 11: Key Personnel

OCCUPATIONAL HEALTH & SAFETY AGENT				
NAME	JOB TITLE	QUALIFICATIONS	SACPCMP REGISTRATION NO. or APPLICATION REGISTRATION REF. NUMBER	NO. OF YEARS SPECIFIED EXPERIENCE
Marius Eppenberger	Occupational Health and Safety Agent	B Tech, M Tech (Construction Management)	CHSA/034/2016	25



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ANNEX 4 - SCHEDULE 12: SUPPORT RESOURCES

The tenderer is referred to **clause C.2.1.4.3** of the Tender Data and shall state below what structural analysis software packages are available for use on this project and whether or not they are currently owned/licensed by the tenderer, or are available through other means.

SOFTWARE PACKAGE/S AVAILABLE FOR USE		
NAME OF PACKAGE	Available for use throughout the contract? (yes/ no)	CURRENTLY OWNED/ LICENCED OR OTHER
Project Management Software (Microsoft Project & MS Office Suite Or equivalent)	YES	LICENCED
Civil Engineering Design Software (Civil 3D Or equivalent)	YES	LICENCED
Geometric Design (Civil 3D Or equivalent)	YES	LICENCED
Structural Design (Autodesk Structural Bridge Design Or equivalent)	YES	LICENCED
Draughting (Auto Cad Or equivalent)	YES	LICENCED
Traffic Engineering Simulation (VISSIM Or equivalent)	YES	LICENCED
OTHER HARDWARE / SUPPORT RESOURCES (Reference Docs)		
NAME OF ITEM	Available for use throughout the contract? (yes/ no)	CURRENTLY OWNED/ LICENCED OR OTHER
SADC RTSM (Nov1997)	YES	OWNED
SARTSM (June1999)	YES	OWNED
SA Road Safety Manual	YES	OWNED
Latest version of HCM	YES	OWNED

SIGNED ON BEHALF OF TENDERER: 

CONTRACT NO.: TENDER 225C/2020/21

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ANNEX 5 - SCHEDULE 18: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

The tenderer shall indicate on the schedule below what human resources, **other than** the key personnel listed in the appropriate clause(s) of the tender conditions, they have at their disposal and intend allocating to this project as and when required. These resources could, for example, include road/pavement engineers, a tender documentation specialist, cad operators/architectural draft persons/modellers, or experienced construction monitoring staff, amongst others.

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT (Weeks)

SIGNED ON BEHALF OF TENDERER:

CONTRACT NO.: TENDER 225C/2020/21

CONTRACT TITLE: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF
PHASE 2A INFRASTRUCTURE: TRUNK AND SUPPORT INFRASTRUCTURE (EAST AND WEST)

SCHEDULE 18: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)

NAME	TITLE	JOB DESCRIPTION	QUALIFICATIONS	ESTIMATED PERIOD OF ENGAGEMENT (Weeks)
	Technical Executive	Civil Engineer, Project Manager	BSc (Civil), PMP	300
	Technical Executive	Structural Engineer	BSc (Civil)	100
	Project Engineer	Structural Engineer	BSc (Civil)	100
	Associate	Civil Technologist	BTech (Civil)	20
	Engineer	Civil Engineer	BSc (Civil)	100
	Technologist	Civil Technologist	BTech (Civil)	50
	Technologist	Civil Technologist	BTech (Civil)	100
	Technologist	Civil Technologist	BTech (Civil)	100
	Technician	Stormwater Analysis	NDip	100
	Technician	CAD Designer Traffic Engineering	NDip	100
	Engineer	Structural Engineer	BSc (Civil)	100
	Technologist	Civil Technologist	BTech (Civil)	100
	Technician	CAD Designer (Structures)	NDip	20
	Technologist	Civil Technologist	BTech (Civil)	50

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ANNEX 6 - SCHEDULE 22: PRICE BASIS FOR IMPORTED RESOURCES

[illegible]

- State Customs Duty Tariff Reference for each item

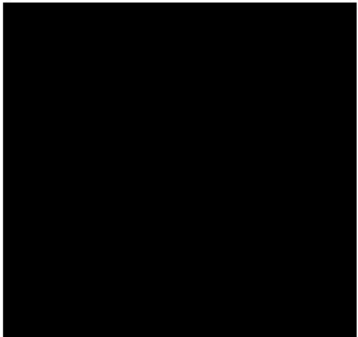
Note:

Note that any Resources not inserted in this schedule shall be deemed to be manufactured/supplied in South Africa for the purposes of Contract Price Adjustment. The BASE DATE referred to in column (B) will be 7 calendar days before tender closing.

SIGNED ON BEHALF OF TENDERER:

PART C4: SITE INFORMATION

	Pages
C4.1 Map of Ph. 2A work packages (East & West)	71



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C4.1 Map of Ph2A work packages (East & West)

Current Status of Work Packages (July 2020)

