



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

## **MEMORANDUM OF INCORPORATION**

FOR THE

**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE  
DESIGN & CONSTRUCTION OF IRT PHASE 2A INFRASTRUCTURE:  
STATIONS, FOR A PERIOD NOT EXCEEDING TEN(10) FINANCIAL  
YEARS**

MADE AND ENTERED INTO BETWEEN

**CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY**

And

**FENG JV**

**Contract No 234C/2020/21**

## PREAMBLE

**WHEREAS** Term Tender **234C/2020/21** was awarded to **FENG (JV)** in line with resolution **SCMB 09/06/21** dated **7 June 2021** for the **PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN & CONSTRUCTION OF IRT PHASE 2A INFRASTRUCTURE**, for the period, **from date of commencement until June 2031**

**AND WHEREAS** it is recorded that this Contract will be governed by the provisions of the South African Institution of Civil Engineering ("**SAICE**") General Conditions of Contract for Construction Works, Third Edition, 2015 ("**GCC**"), read with the Contract Specific Data ("**CSD**") annexed hereto marked "**PART 2: CONTRACT SPECIFIC DATA**."

## NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

### 1. PARTIES

The Parties to this Contract are:

- 1.1. **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("**the Employer**"), herein represented by the **Director: Transport Implementation**, duly authorised hereto;

- 1.2. **FENG (JV)** a joint venture between:

- 1.2.1. **EBESA Architects (PTY) LTD** a private company duly registered in terms of the laws of the Republic of South Africa with registration no:

[REDACTED] with its principal place of business situated at [REDACTED]  
[REDACTED]  
[REDACTED] (the "**Contractor**");

- 1.2.2. **NARKER & ASSOCIATES CC** a closed corporation duly registered in terms of the laws of the Republic of South Africa with incorporation no:

[REDACTED] with its principal place of business situated at [REDACTED]  
[REDACTED]

- 1.2.3. **GOAL ZERO PROJECTS (PTY) LTD** a private company duly registered in terms of the laws of the Republic of South Africa with registration no: [REDACTED] with its principal place of business situated at [REDACTED] (the "Contractor"), and
- 1.2.4. **FRONTLINE OCCUPATIONAL SAFETY CONSULTANCY & SERVICES CC** a closed corporation duly registered in terms of the laws of the Republic of South Africa with incorporation no: [REDACTED] with its principal place of business situated at [REDACTED] (the "Contractor");
- herein represented by its duly authorised representative, [REDACTED] in his capacity duly authorised representative of the joint venture. Hereinafter jointly referred to as each a "Parties" and in singular, a "Party".

## 2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Part attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:
- 2.1.1. first, the terms and conditions of the CSD;
- 2.1.2. second, the terms and conditions of the GCC;
- 2.1.3. third, Parts and Annexures to this Contract; and
- 2.1.4. fourth, any other documents incorporated by reference.
- 2.2. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

### **3. APPOINTMENT AND DURATION**

- 3.1. The Employer hereby appoints the Contractor to perform the Scope of Work for 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 **from date of commencement until June 2031.**

### **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 5: SCOPE OF WORK**), subject to the satisfactory fulfilment of the obligations by the Contractor as set out in this Contract.
- 5.2. The Employer shall monitor and evaluate the Contractor's performance in respect of the Scope of Work.

### **6. OBLIGATIONS OF THE CONTRACTOR**

- 6.1. The Contractor hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work (**PART 5: SCOPE OF WORK**).
- 6.2. The Contractor will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 6.3. The Contractor will ensure that the Works will be of a satisfactory quality and fit for purpose.

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

## **7. PRICING DATA**

- 7.1. The Contract Price for the Works shall be as set out in the Pricing Data annexed marked "**PART 4: PRICING SCHEDULE**".
- 7.2. The Contractor shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

## DETAILS OF JOINT VENTURE

CITY OF CAPE TOWN

TRANSPORT: TRANSPORT PLANNING

CONTRACT NO. 234C/2020/21

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN & CONSTRUCTION OF IRT PHASE 2A INFRASTRUCTURE: STATIONS, FOR A PERIOD NOT EXCEEDING TEN (10) FINANCIAL YEARS

### SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms [REDACTED]  
[REDACTED], authorised signatory of the company, close corporation or partnership [REDACTED] FENG  
JV, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

| NAME OF FIRM                                  | ADDRESS    | DULY AUTHORISED SIGNATORY |
|-----------------------------------------------|------------|---------------------------|
| Lead partner<br>EBESA ARCHITECTS<br>(PTY) LTD | [REDACTED] | [REDACTED]                |
| MARKER &<br>ASSOCIATES CC<br>[REDACTED]       | [REDACTED] | [REDACTED]                |
| GOAL ZERO<br>PROJECTS (PTY)<br>LTD            | [REDACTED] | [REDACTED]                |
| FRONTLINE<br>SHEQ                             | [REDACTED] |                           |

**Note:**

A copy of the Joint Venture Agreement, showing clearly the percentage contribution of each partner to the joint venture, shall be appended to this schedule.



**TENDER NO. 234C/2020/21- PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF  
THE DESIGN & CONSTRUCTION OF IRT PHASE 2A INFRASTRUCTURE: STATIONS, FOR  
A PERIOD NOT EXCEEDING TEN (10) FINANCIAL YEARS**

**ACCEPTANCE (TO BE FILLED IN BY THE CITY)**

By signing this part of this form of offer and acceptance, the employer identified below accepts the 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 therein, cited in pages 1 to 5 above;
- Part 1: Agreements and contract data (which includes this agreement);
- Part 2: Special Conditions to Contract;
- Part 3: General Conditions of Contract;
- Part 4: Pricing Schedules;
- Part 5: Scope of Work ;
- Part 6: Site Information ;
- Part 7: Occupational Health and Safety Agreement ;
- Part 8 : Key Personnel ;
- Part 9 : Support Resources ; and
- Part 10 : Schedule of Sub Contractors.

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

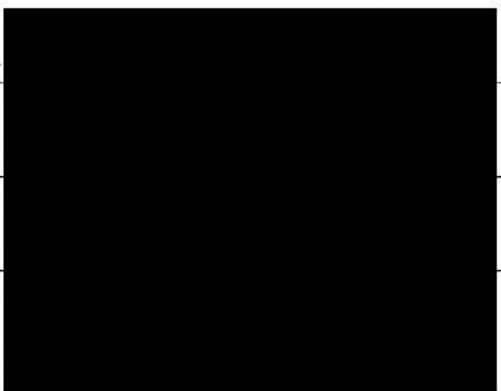
Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of 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.

| The Parties                                         | Employer                                                                | Contractor                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------|-------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Business Name                                       | <b>CITY OF CAPE TOWN</b>                                                | <b>FENG JV</b>                                                                                                                                                                                                                                                               |
| Business Registration                               |                                                                         | See Details of JV on page 5                                                                                                                                                                                                                                                  |
| Tax number (VAT)                                    |                                                                         | <ul style="list-style-type: none"> <li>• EBESA Architects (PTY) LTD- [REDACTED]</li> <li>• NARKER &amp; ASSOCIATES CC- [REDACTED]</li> <li>• GOAL ZERO PROJECTS (PTY) LTD- N/A</li> <li>• FRONTLINE OCCUPATIONAL SAFETY CONSULTANCY &amp; SERVICES CC- [REDACTED]</li> </ul> |
| Physical Address                                    | Tower Block, Civic Centre,<br>12 Hertzog Boulevard<br>Cape Town<br>8001 | See Details of JV on page 5                                                                                                                                                                                                                                                  |
| Accepted contract sum including tax                 | Rates based                                                             | Rates based                                                                                                                                                                                                                                                                  |
| Accepted contract duration                          | from date of commencement<br>untill June 2031                           | from date of commencement<br>untill June 2031                                                                                                                                                                                                                                |
| Signed – who by signature hereto warrants authority | [REDACTED]                                                              | [REDACTED]                                                                                                                                                                                                                                                                   |
| Name of signatory                                   | [REDACTED]                                                              | [REDACTED]                                                                                                                                                                                                                                                                   |

|                    |                                                                                   |                                                                                    |
|--------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Signed: Date       |  |  |
| Signed: Location   |                                                                                   |                                                                                    |
| Signed: Witness    |                                                                                   |                                                                                    |
| Name of<br>Witness |                                                                                   |                                                                                    |

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## FORM OF OFFER AND ACCEPTANCE (Continued)

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**TENDER NO. 234C/2020/21- PROVISION OF PROFESSIONAL SERVICES IN RESPECT  
OF THE DESIGN & CONSTRUCTION OF IRT PHASE 2A INFRASTRUCTURE:  
STATIONS, FOR A PERIOD NOT EXCEEDING TEN (10) FINANCIAL YEARS**

**(TO BE FILLED IN BY THE CITY)**

### **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 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 2- CONTRACT SPECIFIC DATA

### C1.2 CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

**Clause 1:**

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

The Employer is the CITY OF CAPE TOWN.

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

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

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

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

The contract period will run from date of commencement until June 2031 and must align with the milestone dates indicated in the table below, as well as the programming of completion of the civil works packages, during which the sub-structures for the stations will be constructed. These target dates are programmed and tracked via the IRT Phase 2A Master Program, which is managed by a separate consultant body and is updated on a monthly basis. A current version of the Master Program will be shared with the Service Provide on contract award and strict alignment with that program must be ensured throughout the duration of this contract.

Additional key target dates include:

- The draft tender document for contractor procurement is to be completed by November 2022:
- The final tender document for contractor procurement is to be complete by March 2023

| Work Package | Tender, full spec and BOQ ready for procurement start | Contractor award | Closed Stations complete for internal station fit-out | Open stations complete for signage application | Facility operational Launch Date (Fully operational /service running, snags complete) |
|--------------|-------------------------------------------------------|------------------|-------------------------------------------------------|------------------------------------------------|---------------------------------------------------------------------------------------|
| MILESTONE A: | 01.11.2022                                            | 01.11.2024       | 01.10.2026                                            | 29.03.2027                                     | 22.04.2027                                                                            |
| MILESTONE B: |                                                       |                  | 01.10.2026                                            | 29.03.2027                                     | 22.04.2027                                                                            |
| MILESTONE C: |                                                       |                  | 01.12.2026                                            | 31.05.2027                                     | 22.06.2027                                                                            |
| MILESTONE D: |                                                       |                  | 21.10.2027                                            | 21.04.2028                                     | 13.03.2028                                                                            |

Please refer to Part C3.2 for an indicative timeline which is to be used as a guide to develop a more detailed program for submission with the tender returnable documents. These dates are indicative at the time of tender and will be confirmed on contract award.

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

The project is the PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN & CONSTRUCTION OF IRT PHASE 2A INFRASTRUCTURE: STATIONS, FOR A PERIOD NOT EXCEEDING TEN FINANCIAL YEARS

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

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

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

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

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

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

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

Add the following definition:

**Intellectual Property**

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

**Clause 3**

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

Add the following after clause 3.1

**Clause 3.2**

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

**Clause 3.2**

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

**Clause 3.4 and Clause 4.3.2:**

Add the following:

The authorised and designated representative of the Employer is the **Director: TRANSPORT: TRANSPORT PLANNING**.

The address for receipt of communications is:

E-mail: [REDACTED]  
Postal Address: PO Box 298  
CAPE TOWN  
8000  
Physical Address: Tower Block  
[REDACTED]  
Civic Centre  
12 Hertzog Boulevard  
CAPE TOWN  
8001

**Clause 3.4.1:**

Add the following to the first sentence:

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

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

**Clause 3.5:**

Add the following:

The location for the performance of the Project will be the **LOCAL OFFICE** of the service provider, together with the site of the proposed new pedestrian bridge and station buildings situated within the City of Cape Town Municipal area. Key personnel will be expected to work out of the local office as the exigencies of this contract require. The address of the local office will be that as indicated on Schedule 1, Part T2.2: Returnable Schedules, and which will

be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission

**Clause 3.9.1:**

*Add the following after f):*

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

**Clause 3.9.2:**

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

*Add the following at the end of the clause:*

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

**Clause 3.9.3:**

*Delete the clause and replace with the following:*

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

**Clause 3.9.2:**

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

**Clause 3.9.3:**

*Add the following:*

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

**Clause 3.12**

*Delete the heading and replace with "Penalties and fines"*

**Clause 3.12.1**

*Add the following:*

The penalty amount per day is as follows:  
R5000.00

The maximum penalty amount is as follows:  
R100 000.00

*Add the following after 3.12.2*

**Clause 3.12.3**

The Employer may impose the following additional penalties or fines:

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

**Clause 3.15.1:**

*Add the following:*

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

**Clause 3.16.2:**

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

*Add the following:*

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

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

*Add the following clause after clause 3.16*

**3.17.1 General**

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

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

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

### 3.17.2 Variations in Rates of Exchange

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

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

### 3.17.3 Variations in Customs Surcharge and Customs Duty

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

### 3.17.4 Value of Imported resources at Base Date

3.17.4.1 The Rand value of imported resources inserted in the schedule titled **Price Basis for Imported Resources** (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by Council's main banker, Nedbank, on the Base Date

rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

**3.17.5 Variation in labour and material costs of imported resources**

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

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

**Clause 4.7:**

*Add the following:*

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

**Clause 5.4.1:**

*Add the following:*

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

- a) Professional Indemnity (PI) insurance providing cover in an amount of not less than R90 000 000 in respect of each and every claim during the period of insurance. Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.
- b) Public Liability insurance with a limit of indemnity of not less than R20 000 000 for any single claim, the number of claims to be unlimited during the contract period.
- c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

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

**Clause 5.4.2**

*Add the following:*

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

*Add the following clause after Clause 5.4.2:*

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

**Clause 5.5:**

*Add the following:*

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

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

**Clause 6.4:**

*Add the following clause after Clause 6.3:*

#### **6.4 Conflict of Interest**

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

#### **Clause 7.1.2**

*Add the following:*

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

#### **Clause 7.2.1:**

*Add the following:*

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

#### **Clause 8.1:**

*Add the following:*

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

#### **Clause 8.4.1:**

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

- a) if the Service Provider has failed to provide the required insurances within the prescribed time;
- b) if the Service Provider has committed a corrupt or fraudulent act during the tender process or the execution of the Contract;
- c) 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;
- d) 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
- e) The implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
  - a. reports of poor governance and/or unethical behaviour;
  - b. association with known family of notorious individuals;
  - c. poor performance issues, known to the Employer;
  - d. negative social media reports; or
  - e. adverse assurance (e.g. due diligence) report outcomes.;

#### **Clause 8.4.3(c):**

*Add the following:*

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

#### **Clause 8.4.4:**

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

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

*Add the following after clause 8.4.5:*

#### **Clause 8.4.6**

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

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

#### **Clause 9:**

*Delete the clause and replace with the following:*

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

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

**Clause 11.1:**

*Add the following:*

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

**Clause 12.1.2:**

*Add the following:*

Interim settlement of disputes is to be by adjudication.

**Clause 12.2.1:**

*Add the following:*

In the event that the parties fail to agree on a mediator, the mediator is nominated by the President of the Cape Institute for Architects.

**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 Cape Institute for Architects**.

**Clause 13.1:**

*Add the following clause after Clause 13.1.3:*

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

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

**Clause 13.4:**

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

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

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

**Clause 13.7.3:**

*Add the following clause after Clause 13.7.2:*

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

**Clause 14.5:**

*Add the following new clause after Clauses 14.4:*

**Clause 14.5: Tax Invoices**

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

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

**Clause 14.6: More frequent payments**

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

**Clause 15:**

*Add the following:*

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

**Clause 16**

*"The supplier acknowledges that it will be processing personal information as defined in the Protection of Personal Information Act No. 4 of 2013 relating to City customers, on behalf of the City. Accordingly, it undertakes to ensure compliance with the Act in respect of its processing activities. In particular, it undertakes to keep such information confidential and not to disclose it unless required by law or in the course of the proper performance of its duties. Furthermore, it undertakes to maintain security measures as envisaged in Sections 19 and 21 of the Act. The*

*requirements of this apply to all agents and subcontractors acting on behalf of tenderers and must be included in all contracts between tenderers and their agents or subcontractors."*

**Clause 17    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.

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## ANNEXURE A: INSURANCE BROKER'S WARRANTY

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*Logo*

*Letterhead of Contractor's Insurance Broker*

Date \_\_\_\_\_

CITY OF CAPE TOWN  
City Manager  
Civic Centre  
12 Hertzog Boulevard  
Cape Town  
8001

Dear Sir

CONTRACT NO.: 234C/2020/21

CONTRACT TITLE: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN & CONSTRUCTION OF IRT PHASE 2A INFRASTRUCTURE: STATIONS, FOR A PERIOD NOT EXCEEDING TEN (10) FINANCIAL YEARS

NAME OF CONTRACTOR: \_\_\_\_\_

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned term tender contract have been issued and, in the case of blanket/umbrella policies, will be endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to each Works Project 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: \_\_\_\_\_

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## PART 3: GENERAL CONDITIONS OF CONTRACT

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The following standardised General Conditions of Contract:

**General Conditions of Contract for Construction Works, Third Edition, 2015**  
**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](http://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:

- f) the Form of Offer and Acceptance,
- g) the Contract Specific Data within the Contract Data,
- h) the General Conditions of Contract
- i) the Scope of Work, and
- j) the Pricing Data.

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

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## PART 4: PRICING SCHEDULE

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CITY OF CAPE TOWN

TRANSPORT: TRANSPORT PLANNING

CONTRACT NO. 234C/2020/21

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN & CONSTRUCTION OF IRT  
PHASE 2A INFRASTRUCTURE: STATIONS, FOR A PERIOD NOT EXCEEDING TEN (10) FINANCIAL YEARS

### 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. |
| Prov Sum    | A sum allowed for an unknown cost at tender stage                                                                                                                  |
| %           | Measured as a percentage of the provisional sum or prime sum cost                                                                                                  |
| Hour        | The agreed rate per hour of work                                                                                                                                   |
| Month       | the agree rate per calendar month                                                                                                                                  |
| Number (No) | the rate per number of a specific item, measured for each item complete                                                                                            |
| Man-hours   | The number of man-hours worked delivering the Services per each 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, E) 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. Provision for time-based services have been allowed for Normal Services Stages 1,2,3,4, 5 and 6. A time-cost proposal for each works order shall be agreed upon with the relevant project manager. This proposed cost shall not be exceeded without written motivation to and approval from the relevant project manager. The actual hours worked on each works order shall be claimed. If the hours worked end up being less than the time-cost proposal, the service provider shall not be entitled to claim the full amount in the proposal.
10. The monthly time based costs for stage 5 of normal services and construction monitoring staff and any other monthly rates shall be claimable monthly or pro rata for a portion of a month. The pro rata cost shall be calculated using a 25 working days per month. The monthly cost shall therefore be divided by 24 and multiplied by the number of days worked during the portion of the month.
11. 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.
12. 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.
13. 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.
14. 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 R3.30/km (excluding VAT).
15. Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or in full should the services, etc. not be required. Where services are to be sub-contracted out by the Service Provider, which do not exceed R300 000,00 (including VAT) in value, the Service Provider will typically be required to invite at least three quotations from suitably qualified sub-consultants/contractors. Where the sub-contracted services are likely to exceed R300 000,00 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemized in the Schedule of Rates.
16. Tenderers are to note that the planning for this contract is based on a three-year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
17. All charges in respect of attendance at meetings and the provision of secretarial services, shall be included in the tendered basic fee for normal services.

| Item       | Description                            | Unit | Tendered Rate<br>(Excl. VAT) |
|------------|----------------------------------------|------|------------------------------|
| <b>1.1</b> | <b>PROJECT MANAGEMENT SERVICES</b>     |      |                              |
| i          | Category B Personnel                   | hour | R850.00                      |
| ii         | Category C Personnel                   | hour | R225.00                      |
| <b>1.2</b> | <b>ARCHITECTURAL SERVICES</b>          |      |                              |
| i          | Category A Personnel                   | hour | R700.00                      |
| ii         | Category B Personnel                   | hour | R390.00                      |
| iii        | Category C Personnel                   | hour | R325.00                      |
| iv         | Category D Personnel                   | hour | R185.00                      |
| v          | Category E Personnel                   | hour | R120.00                      |
| <b>1.3</b> | <b>STRUCTURAL ENGINEERING SERVICES</b> |      |                              |
| i          | Category A Personnel                   | hour | R922.50                      |
| ii         | Category B Personnel                   | hour | R558.00                      |
| iii        | Category C Personnel                   | hour | R382.50                      |
| iv         | Category D Personnel                   | hour | R247.50                      |
| v          | Category E Personnel                   | hour | R184.50                      |
| <b>1.4</b> | <b>ELECTRICAL ENGINEERING SERVICES</b> |      |                              |
| i          | Category A Personnel                   | hour | R891.00                      |
| ii         | Category B Personnel                   | hour | R628.00                      |
| iii        | Category C Personnel                   | hour | R525.00                      |
| iv         | Category D Personnel                   | hour | R360.00                      |
| v          | Category E Personnel                   | hour | R270.00                      |

| Item       | Description                                                                | Unit | Tendered Rate<br>(Excl. VAT) |
|------------|----------------------------------------------------------------------------|------|------------------------------|
| <b>1.5</b> | <b>MECHANICAL ENGINEERING</b>                                              |      |                              |
| i          | Category A Personnel                                                       | hour | R891.00                      |
| ii         | Category B Personnel                                                       | hour | R628.00                      |
| iii        | Category C Personnel                                                       | hour | R525.00                      |
| iv         | Category D Personnel                                                       | hour | R360.00                      |
| v          | Category E Personnel                                                       | hour | R270.00                      |
| <b>1.6</b> | <b>QUANTITY SURVEYING</b>                                                  |      |                              |
| i          | Category A Personnel                                                       | hour | R 792.00                     |
| ii         | Category B Personnel                                                       | hour | R 561.00                     |
| iii        | Category C Personnel                                                       | hour | R 280.50                     |
| iv         | Category D Personnel                                                       | hour | R 198.00                     |
| v          | Category E Personnel                                                       | hour | R 148.50                     |
| <b>1.7</b> | <b>LANDSCAPE ARCHITECTURE</b>                                              |      |                              |
| i          | Category A Personnel                                                       | hour | R1150.00                     |
| ii         | Category B Personnel                                                       | hour | R632.50                      |
| iii        | Category C Personnel                                                       | hour | R425.00                      |
| iv         | Category D Personnel                                                       | hour | R260.00                      |
| v          | Category E Personnel                                                       | hour | R180.00                      |
| <b>1.8</b> | <b>PROFESSIONAL PLANNING, TOWN PLANNING AND LAND USE PLANNING SERVICES</b> |      |                              |
| i          | Category A Personnel                                                       | hour | R808.50                      |
| ii         | Category B Personnel                                                       | hour | R693.00                      |
| iii        | Category C Personnel                                                       | hour | R511.50                      |
| iv         | Category D Personnel                                                       | hour | R422.40                      |
| v          | Category E Personnel                                                       | hour | R0.00                        |

| Item | Description                                                        | Unit | Tendered Rate<br>(Excl. VAT) |
|------|--------------------------------------------------------------------|------|------------------------------|
| 1.9  | <b>SERVICES RELATED TO PUBLIC PARTICIPATION AND COMMUNICATIONS</b> |      |                              |
| i    | Category A Personnel                                               | hour | R720.00                      |
| ii   | Category B Personnel                                               | hour | R650.00                      |
| iii  | Category C Personnel                                               | hour | R550.00                      |
| iv   | Category D Personnel                                               | hour | R340.00                      |
| v    | Category E Personnel                                               | hour | R250.00                      |

## Item No. 2: ADDITIONAL SERVICES

Provide time based services on the instruction from the Employer in respect of services that fall *beyond the scope of normal services* as described in the Scope of Work:

| Item | Description                   | Unit | Tendered Rate<br>(Excl. VAT) |
|------|-------------------------------|------|------------------------------|
| 2.1  | <b>PROJECT MANAGEMENT</b>     |      |                              |
| i    | Category B Personnel          | hour | R850.00                      |
| ii   | Category C Personnel          | hour | R225.00                      |
| 2.2  | <b>ARCHITECTURAL SERVICES</b> |      |                              |
| i    | Category A Personnel          | hour | R700.00                      |
| ii   | Category B Personnel          | hour | R390.00                      |
| iii  | Category C Personnel          | hour | R325.00                      |
| iv   | Category D Personnel          | hour | R185.00                      |
| v    | Category E Personnel          | hour | R120.00                      |
| 2.3  | <b>STRUCTURAL ENGINEERING</b> |      |                              |
| i    | Category A Personnel          | hour | R922.50                      |
| ii   | Category B Personnel          | hour | R558.00                      |
| iii  | Category C Personnel          | hour | R382.50                      |
| iv   | Category D Personnel          | hour | R247.50                      |
| v    | Category E Personnel          | hour | R184.50                      |

| Item       | Description                            | Unit | Tendered Rate<br>(Excl. VAT) |
|------------|----------------------------------------|------|------------------------------|
| <b>2.4</b> | <b>ELECTRICAL ENGINEERING SERVICES</b> |      |                              |
| i          | Category A Personnel                   | hour | R891.00                      |
| ii         | Category B Personnel                   | hour | R628.00                      |
| iii        | Category C Personnel                   | hour | R525.00                      |
| iv         | Category D Personnel                   | hour | R360.00                      |
| v          | Category E Personnel                   | hour | R270.00                      |
| <b>2.5</b> | <b>MECHANICAL ENGINEERING SERVICES</b> |      |                              |
| i          | Category A Personnel                   | hour | R891.00                      |
| ii         | Category B Personnel                   | hour | R628.00                      |
| iii        | Category C Personnel                   | hour | R525.00                      |
| iv         | Category D Personnel                   | hour | R360.00                      |
| v          | Category E Personnel                   | hour | R270.00                      |
| <b>2.6</b> | <b>QUANTITY SURVEYING SERVICES</b>     |      |                              |
| i          | Category A Personnel                   | hour | R792.00                      |
| ii         | Category B Personnel                   | hour | R561.00                      |
| iii        | Category C Personnel                   | hour | R280.50                      |
| iv         | Category D Personnel                   | hour | R198.00                      |
| v          | Category E Personnel                   | hour | R148.50                      |

| Item       | Description                                                                | Unit | Tendered Rate<br>(Excl. VAT) |
|------------|----------------------------------------------------------------------------|------|------------------------------|
| <b>2.7</b> | <b>LANDSCAPE ARCHITECTURE SERVICES</b>                                     |      |                              |
| i          | Category A Personnel                                                       | hour | R1150.00                     |
| ii         | Category B Personnel                                                       | hour | R632.50                      |
| iii        | Category C Personnel                                                       | hour | R425.00                      |
| iv         | Category D Personnel                                                       | hour | R260.00                      |
| v          | Category E Personnel                                                       | hour | R180.00                      |
| <b>2.8</b> | <b>PROFESSIONAL PLANNING, TOWN PLANNING AND LAND USE PLANNING SERVICES</b> |      |                              |
| i          | Category A Personnel                                                       | hour | R808.50                      |
| ii         | Category B Personnel                                                       | hour | R693.00                      |
| iii        | Category C Personnel                                                       | hour | R511.50                      |
| iv         | Category D Personnel                                                       | hour | R422.40                      |
| v          | Category E Personnel                                                       | hour | R0.00                        |
| <b>2.9</b> | <b>TOPOGRAPHICAL SURVEYS &amp; RELATED STUDIES</b>                         |      |                              |
| i          | Category B Personnel                                                       | hour | R1250.00                     |
| ii         | Category C Personnel                                                       | hour | R1250.00                     |
| iii        | Category D Personnel                                                       | hour | R750.00                      |
| iv         | Category E Personnel                                                       | hour | R250.00                      |

| Item        | Description                                                                                                                                                          | Unit | Tendered Rate<br>(Excl. VAT) |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------------------------|
| <b>2.10</b> | <b>GEOTECHNICAL STUDIES / INVESTIGATIVE SURVEYS</b>                                                                                                                  |      |                              |
| i           | Category A Personnel                                                                                                                                                 | hour | R1100.00                     |
| ii          | Category B Personnel                                                                                                                                                 | hour | R900.00                      |
| iii         | Category C Personnel                                                                                                                                                 | hour | R650.00                      |
| iv          | Category D Personnel                                                                                                                                                 | hour | R375.00                      |
| v           | Category E Personnel                                                                                                                                                 | hour | R185.00                      |
| <b>2.11</b> | <b>PROFESSIONAL SERVICES RELATED TO CONSTRUCTION MONITORING SERVICES</b>                                                                                             |      |                              |
| i           | Category B Personnel                                                                                                                                                 | hour | R600.00                      |
| ii          | Category C Personnel                                                                                                                                                 | hour | R550.00                      |
| iii         | Category D Personnel                                                                                                                                                 | hour | R450.00                      |
| iv          | Category E Personnel                                                                                                                                                 | hour | R300.00                      |
| v           | Provide special inspections, including the services of a Clerk of Works, for the Architectural/Building components of the project, as described in the Scope of Work | hour | R600.00                      |
| <b>2.12</b> | <b>OCCUPATIONAL HEALTH AND SAFETY SERVICES</b>                                                                                                                       |      |                              |
| i           | Category A Personnel                                                                                                                                                 | hour | R800.00                      |
| ii          | Category B Personnel                                                                                                                                                 | hour | R700.00                      |
| iii         | Category C Personnel                                                                                                                                                 | hour | R500.00                      |
| iv          | Category D Personnel                                                                                                                                                 | hour | R400.00                      |
| v           | Category E Personnel                                                                                                                                                 | hour | R300.00                      |

| Item         | Description                                                                                                                                                    | Unit | Tendered Rate<br>(Excl. VAT) |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------------------------|
| <b>2.13.</b> | <b>ENVIRONMENTAL SERVICES</b>                                                                                                                                  |      |                              |
| i            | Registered Environmental Assessment Practitioner (EAP) to ensure compliance with the Environmental Management Plan (EMP) and Environmental Authorization (EA). | hour | R1100.00                     |
| ii           | Registered Candidate EAP                                                                                                                                       | hour | R550.0                       |
| iii          | Environmental support staff                                                                                                                                    | hour | R300.00                      |
| <b>2.14</b>  | <b>EMPOWERMENT IMPACT CONSULTANT SERVICES</b>                                                                                                                  |      |                              |
| i            | Category B Personnel                                                                                                                                           | hour | R650.00                      |
| ii           | Category C Personnel                                                                                                                                           | hour | R525.00                      |
| iii          | Category D Personnel                                                                                                                                           | hour | R285.00                      |
| <b>2.15</b>  | <b>SERVICES RELATED TO PUBLIC PARTICIPATION</b>                                                                                                                |      |                              |
| i            | Category A Personnel                                                                                                                                           | hour | R720.00                      |
| ii           | Category B Personnel                                                                                                                                           | hour | R650.00                      |
| iii          | Category C Personnel                                                                                                                                           | hour | R550.00                      |
| iv           | Category D Personnel                                                                                                                                           | hour | R340.00                      |
| v            | Category E Personnel                                                                                                                                           | hour | R250.00                      |
| <b>2.16</b>  | <b>SERVICES RELATED TO CLOSED STATION ART WORK</b>                                                                                                             |      |                              |
| i            | Category A Personnel                                                                                                                                           | hour | R850.00                      |
| ii           | Category B Personnel                                                                                                                                           | hour | R550.00                      |
| iii          | Category C Personnel                                                                                                                                           | hour | R320.00                      |

| Item        | Description                               | Unit | Tendered Rate<br>(Excl. VAT) |
|-------------|-------------------------------------------|------|------------------------------|
| <b>2.17</b> | <b>UNIVERSAL ACCESSIBILITY CONSULTANT</b> |      |                              |
| i           | Category A Personnel                      | hour | R750.00                      |
| ii          | Category B Personnel                      | hour | R525.00                      |
| iii         | Category C Personnel                      | hour | R315.00                      |

### Item No. 3: PROVISIONAL SUMS

| 3.1   | PROVISIONAL SUM ITEMS                                                                               |                          | Tendered Rate<br>(Excl. VAT) |
|-------|-----------------------------------------------------------------------------------------------------|--------------------------|------------------------------|
| 3.1.1 | Applying for wayleave conditions and approvals from all services authorities                        | Sum per station/facility | R2800.00                     |
| 3.1.2 | Geotechnical and other specialist investigations                                                    | -                        | R600,000.00                  |
| 3.1.3 | Transport/Passenger modelling and other specialist studies pertaining to all stages of the Project. | -                        | R600,000.00                  |
| 3.1.4 | Mark-up, Profit and handling costs and procurement costs on 3.1.2 and 3.1.3                         | %                        | 8.5%                         |
| 3.1.5 | Design Review of existing designs undertaken by previous professional services team.                | -                        | R580,000.00                  |

### Item No. 4: Recoverable Expenses (Disbursements) – all disciplines

| Item No. | Description                                                                         | Qty      | Tendered Rate<br>(Excl. VAT) |
|----------|-------------------------------------------------------------------------------------|----------|------------------------------|
| 4.1      | Black & White on White Paper: Printing Size A4                                      | Per unit | R 0.40                       |
|          | Black and White on coloured paper (pink yellow, blue green paper): Printing Size A4 | Per unit | R 0.45                       |
|          | Colour printing on White Paper: Printing Size A4                                    | Per unit | R 3.50                       |
|          | Black and White Printing: Size A3                                                   | Per unit | R 0.95                       |

| Item No. | Description                                                                                                 | Qty             | Tendered Rate (Excl. VAT)                  |
|----------|-------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------|
|          | Colour Printing: Size A3                                                                                    | Per unit        | R 6.50                                     |
|          | Black and White Printing: Size A2                                                                           | Per unit        | R 11.50                                    |
|          | Colour Printing: Size A2                                                                                    | Per unit        | R 14.50                                    |
|          | Black and White Printing: Size A1                                                                           | Per unit        | R 15.75                                    |
|          | Colour Printing: Size A1                                                                                    | Per unit        | R 19.50                                    |
|          | Black and White Printing: Size A0                                                                           | Per unit        | R 29.00                                    |
|          | Colour Printing: Size A0                                                                                    | Per unit        | R 32.00                                    |
|          | Binding of documents: Plastic Ring Binding with card backing and plastic cover sheet                        | Per unit        | R 37.50                                    |
|          | USB flash drive provision with drawings and electronic BOQ's etc. for tender docs or as requested.          | Per unit        | R 55.00                                    |
| 4.2      | Recoverable expenses in respect of travelling.                                                              | km              | Employer's ad-hoc duty transportation rate |
| 4.3.1    | Other costs incurred on behalf of and with the approval of the Employer                                     | Provisional sum | R300 000.00                                |
| 4.3.2    | Extra over item 4.3.1 above in respect of all other costs, overhead charges and profit.                     | %               | 8.5%                                       |
| 4.3.3    | CONTINGENCIES TO be spent as the Employer may direct and to be deducted in whole or in part if not required |                 | 10%                                        |

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## PART 5: SCOPE OF WORK

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CITY OF CAPE TOWN

TRANSPORT: TRANSPORT PLANNING

CONTRACT NO. 234C/2020/21

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN & CONSTRUCTION OF IRT  
PHASE 2A INFRASTRUCTURE: STATIONS, FOR A PERIOD NOT EXCEEDING TEN (10) FINANCIAL YEARS

### C3.1 Scope of Work

#### 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.

The City of Cape Town has developed a City Wide Integrated Public Transport Network 2032 (IPTN) and the concept design and operational plan for the MyCiTi Integrated Rapid Transit (IRT) component referred to as Phase 2A. Phase 2A operates along what is known as the Lansdowne-Wetton Corridor (LWC). This trunk route extends from Claremont and Wynberg in the West, across to Khayelitsha and Mitchells Plain on the East. The IPTN has set out the scale and extent for public transport and in particular road-based public transport for the LWC/Phase 2A.

To meet the objectives put forward by the IPTN framework with regard to establishing an IRT system, the City needs to implement various facets of the system to eventually come together as one homogenous IRT system. This will consist of bus depots, bus stations, trunk routes as well as feeder routes which serve the BRT trunks & rail along, and in the vicinity of the LWC.

A Professional Services team was appointed to commence with the design aspect of this Project in 2016. A significant amount of the design work will have been completed on award of this new contract. The newly appointed Service Provider is expected to take forward the Project to completion.

A Professional Service Provider is required to provide the professional services necessary to implement this project, which, in terms of the Municipal Finance Management Act, 56 of 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process.

The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for Contract No.234C/2020/21: **PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN & CONSTRUCTION OF IRT PHASE 2A INFRASTRUCTURE: STATIONS, FOR A PERIOD NOT EXCEEDING TEN (10) FINANCIAL YEARS**, which will be evaluated using a financial offer and preferences based system as described in the tender data.

#### 2. BACKGROUND

It is the intention of the City of Cape Town to extend the IRT services into the Metro South East. Phase 2A of Cape Town's MyCiTi Integrated Rapid Transit (IRT) System shall hereinafter simply be referred to as Phase 2A.

Phase 2A will link the south-eastern suburbs of the Cape Town metropolitan area (known as the Metro-South East). More specifically, Phase 2A's two principal trunk routes will operate between Mitchells Plain / Khayelitsha on the East, and Claremont / Wynberg on the West. Bus station facilities will be required at a variety of stop locations along the trunk routes to enable efficient boarding and alighting of passengers. The principles of universal access shall be applied within the station and station precinct without prejudice.

**INFRASTRUCTURE:** This appointment deals with the design and implementation oversight of the IRT Station Infrastructure for the above mentioned trunk routes. It is expected that 13 closed bus station

buildings, of various size, will be required, 36 kerbside shelters and 28 left aligned open median stations (LAMS). An estimated 70% of the closed station buildings will be based on an already agreed standard MyCiTi BRT station prototype design, locating the stations within the road median, with unique layout configurations required at some of the PTI's or route endpoints, where design variations are triggered by the contextual specifics of these locations. End points and turn-around points also trigger the need for bus driver facilities for rest, bus inspection and shift change purposes.

A consultant appointment for this work has already been active for a 5-year period. The newly appointed service provider will be required to take handover and complete the various outstanding design work and oversee the implementation thereof. Any outstanding statutory approvals will also need to be completed.

**OPEN STATIONS:** The design and specification of the prototype kerbside shelters and LAMS, will have been completed by others, at the time of award of this Contract. The service provider will be required to oversee the manufacture and implementation thereof.

**OVER-RAIL PEDESTRIAN BRIDGE:** Included in the scope of works is an over-rail pedestrian bridge, seen to facilitate passenger access to the MyCiTi services in the nearby proximity. Universal accessibility principles have been accommodated in its design. The service provider will be required to take hand over of the design and contractor procurement and provide professional services for the remaining successful implementation of this bridge and various ancillary components including approach footways and lighting. Ongoing coordination with Prasa as a key stakeholder throughout the bridge implementation will be required.

**STATION TO BUS DOOR COMMUNICATIONS SYSTEM:** The service provider will also be required to coordinate the procurement and installation of a 'Bus Docking Communications System', which is integral to the station design and synchronous door opening and closing action required from both the station platform sliding doors and bus doors and will be installed as a component of the main construction contract.

**AFC/APTMS:** The Service Provider will also be required to ensure that the closed station designs accommodate the Automated Public Transport Management System (APTMS) which incorporates the Automated Fare Collection (AFC) system, Passenger Information Display System (PIDS), Automated Passenger Gates & Doors as well as overall data (fibre and/or Wi-Fi) connectivity, within the station design. The actual APTMS design and implementation will be completed under a separate commission. The Service Provider will be required to interface with a third party with regard to the APTMS requirements for each location. The specific procurement and installation of those particular system components will be undertaken by separate contractors, other than the station building contractor, who will merely facilitate access for their fit-out. The actual specification, procurement and installation of the AFC/APTMS systems are not responsibilities of the station design team.

**SIGNAGE:** All internal and external station signage shall be designed by the Service Provider, including the accommodation of 'standard' MyCiTi branding and signage as well and fire and safety signage.

**STATION ARTWORK:** The Service Provider will be required to manage and commission the procurement, manufacture and installation of relevant and unique artwork at each closed station building. This is meant to enhance the station precinct and provide subtle distinction between stations within the IRT network.

These artworks have typically taken the form of graphics, printed on adhesive laminate adhered to the station façade, paintings, mosaics and sculptures in the station precinct. Procurement was historically managed on a competition basis, attracting commissions of local artists. This process could be managed by the Architect or Project Manager, where experience in this field may already exist or alternately a specialist Art Consultant could be utilised for this purpose. A client body will participate with this consultant as part of an adjudicatory body, and will give input on the themes, pre-selection and award of commissions.

Each station precinct for the above mentioned bus routes shall be required to:

- Adhere to the current IRT standards;
- Provide adequate ticket offices and associated facilities;
- Accommodate the Automated Fare Collection (AFC) infrastructure;
- Provide secure communications facilities;
- Have emergency and fire facilities;
- Meet current environmental, sustainability and resilience criteria;
- Incorporate safety and security and vandal resistant features;
- Ensure any required landscaping is robust, water wise and sustainable;
- Provide for Universal Access throughout the facility; and
- Accommodate relevant and unique artwork.

**GREEN BUILDING:** It should also be noted that any initiatives to provide greater environmental sustainability to the facilities, over and above those set out in the City of Cape Town Smart Building Handbook – A Guide to Green Building in Cape Town, or that may already exist in the industry, will be

required. Lighting and ambient internal temperatures levels are to be carefully considered in terms of security and comfort.

Value engineering exercises as well as improvement to the design and construction, may be necessary where identified. Whilst the design of each station shall be unique to its location and operational requirements, aspects of repetition within certain design elements will be acceptable and should be priced accordingly. Design information, including drawings and specifications already undertaken for this work to date, will be made available to the prospective Service Provider.

**PROGRAMME:** The design and construction of the station infrastructure must be delivered in alignment with the overarching IRT Ph2 Major Programme, which sets the milestone dates on which particular routes will be launched, and by when the stations are required to be operational (refer timeline on the following page). The introduction of earlier route launches may trigger the requirement for temporary infrastructure to support these services.

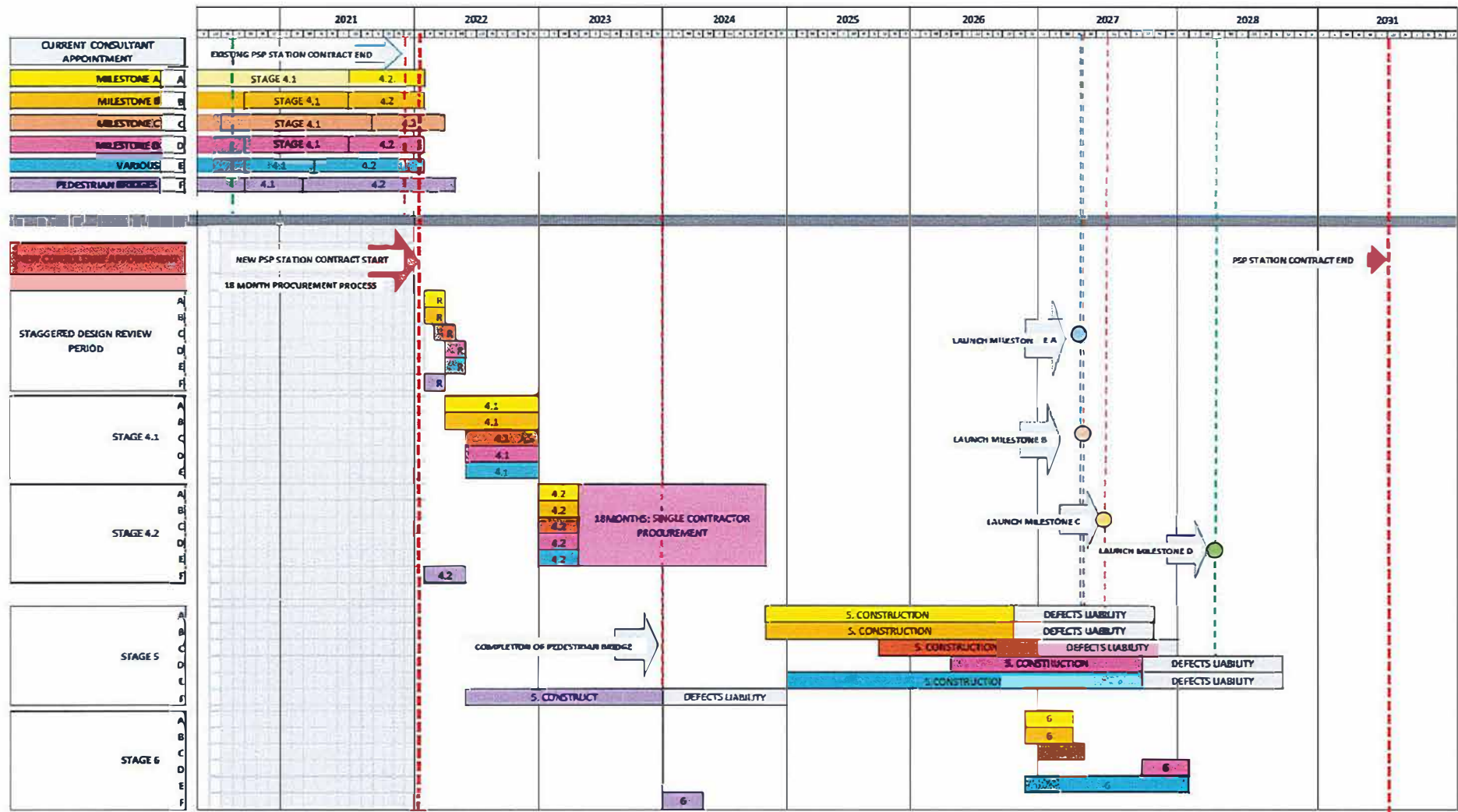
The chart on the forthcoming page serves as an indication of the anticipated contract timeframe and is to be expanded on by the Service Provider on contract award. This detailed programme must indicate all activities and dependencies between the activities envisaged from the date of appointment, including contractor procurement up to construction and close out. It should also indicate the projected completion dates for the various design stages, in line with the time frames indicated below. The financial details and estimated timeline of the professional services as follows:

The work is estimated to require a maximum period of TEN (10) FINANCIAL YEARS to complete and is dependent on the timeous completion of the design and implementation of the Civil Infrastructure. Refer indicative program on following page, which depicts a contract end date of 30 June 2031.

**COORDINATION WITH OTHER CONTRACTORS:**

Throughout the design and implementation process, the Service Provider will be required to interface and co-ordinate with the respective incumbent Civil Engineering Service Providers for the Phase 2A Infrastructure. It is intended that the stations' substructure (both open and closed) will be constructed through the respective Civil Engineering construction contracts, integral with the adjacent concrete road construction. It is envisaged that all station superstructure (top structures of both open and closed stations) will be implemented via a single construction contract, dealt with by this appointment and the incumbent professional team. If deemed necessary, the works could be split between a maximum of two contractors. The construction supervision of both the substructure and superstructure rests with this appointment.

The service provider will also be required to coordinate with various other service branches within the City of Cape Town to ensure connectivity to fibre, security camera's both internally and external to the station building and connectivity to various remote locations including the City's Traffic Management Centre.



### 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.

Phase 1A and 1B of the MyCiTi service is already operational. 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 of which the proposed station typologies form an integral part. These stations are to have a station design that adheres to that of the stations that have already been constructed, with various improvements as required. All infrastructure must comply with the current and relevant codes and standards to provide a cost effective, operationally efficient, and insofar as possible, visually enriching built infrastructure.

These stations are to include but not be limited to the following characteristics and design principles:

- IRT stations with pre-boarding fare collection and verification to allow large numbers of passengers to board and alight quickly; and
- Level boarding and high-quality fittings give greater access to the disabled while offering a comfortable service to all.

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.

### 4. DESCRIPTION OF THE SERVICES REQUIRED

The Service Provider is required to provide the following services:

#### 4.1 Normal Services

The following architectural discipline terms for Stages 1 to 6 of normal services shall apply in this Contract for all disciplines, notwithstanding variants thereof in other disciplines: Inception; Concept and Viability (Preliminary Design); Design Development (Detail Design); Documentation and Procurement; Contract Administration and Inspection; and Close-Out.

Detailed descriptions of the activities to be priced are provided in the project brief below, with reference to the relevant Board Notices providing the guideline scope of services and tariff of fees for persons registered in terms of the Project and Construction Management Professions Act (Act No. 48 of 2000), Engineering Profession Act (Act No. 46 of 2000), Architectural Profession Act (Act No. 44 of 2000), Quantity Surveying Profession Act (Act No. 49 of 2000), and Landscape Architectural Profession Act (Act No. 45 of 2000), where applicable.

##### 4.1.1 Project Management Services

All standard services as described in Stages 1 to 6 in Clause 3.0 of Board Notice 202 of 2011: Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000), as amended or amplified upon in the project brief below.

Each stage will be considered complete upon the approval by the Employer of the stage deliverables as described in the above guideline scope.

Acting as leader of a professional team, including project management and programming, shall be deemed to be a normal project management service. The Project Manager, as described in Clause 13 hereunder, shall be Project Leader and shall assume leadership of the professional team and be responsible for the overall administration, co-ordination, programming of design and financial control of all works included in the services.

##### 4.1.2 Architectural Services

All standard services as described in Stages 1 to 6 in Clause 1.1 of Board Notice 195 of 2011: Framework for the Professional Fees Guideline of the annual update of the Professional Fees Guideline issued in terms of the Architectural Profession Act, 2000 (Act No. 44 of 2000), as required to undertake the works as described in the project brief.

Each stage will be considered complete upon the approval by the Employer of the stage deliverables as described in the above framework professional fees guideline.

#### **4.1.3 Structural, Electrical and Mechanical Engineering Services**

All standard services as described in Stages 1 to 6 in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 206 of 2011: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as amended or amplified upon in the project brief below.

Each stage will be considered complete upon the approval by the Employer of the stage deliverables as described in the above guideline scope.

The mechanical engineer shall be responsible for the fire detection system design for each station. They will also be responsible for ensuring the heat loads within the buildings meet the necessary requirements.

#### **4.1.4 Quantity Surveying Services**

All standard services for building work contracts with bills of quantities as described in Stages 1 to 6 in Clause 10.6 of Board Notice 163 of 2009: Amended guideline professional fees set out in the 2010 Tariff of Professional Fees determined by the South African Council for the Quantity Surveying Profession in terms of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000) and as published by the South African Council for the Quantity Surveying Profession (available on their website [www.sacqsp.co.za](http://www.sacqsp.co.za)), as amended or amplified upon in the project brief below.

Each stage will be considered complete upon the approval by the Employer of the stage deliverables as described in the above amended professional fees guideline.

#### **4.1.5 Green Building**

Whilst it is not the intention of the Employer that the proposed new building complex obtains a Green Star SA Certified Rating, it is expected that the new building complex will be designed and constructed using green building principles ("green building"). As an absolute minimum, the Service Provider shall take into account the City of Cape Town Smart Building Handbook – A guide to green building in Cape Town. This publication is available on the City of Cape Town website ([www.capetown.gov.za](http://www.capetown.gov.za)) under Environmental Resource Management.

The aim of the Smart Building Handbook "is to actively promote resource efficient construction of new or renovated buildings in Cape Town to minimise the negative environmental impacts of the built environment, while maximising positive social and economic impacts."

Guidelines are provided therein for the implementation of green buildings, whereby "Each section provides an overview and specific recommendations that should be implemented where possible".

Incorporating "green building" as described herein shall be deemed to be a normal service within the services listed in Clauses 4.1.1 to 4.1.5 above, as relevant.

### **4.2 Additional Services**

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

- a) Application for wayleaves and approvals from all service authorities.
- b) The provision of services related to geotechnical and other specialist or service investigations.
- c) Transport/Passenger Modelling and other specialist studies pertaining to all stages of the project.

#### **4.2.2 Land Surveying Services**

All duties of the Land Surveyor shall be in accordance with the duties outlined in the Land Survey Act (Act No. 8 of 1997) and applicable regulations and that which has been outlined in the Board Notice in conjunction with The South African Council for Professional and Technical Surveyors (PLATO).

The land surveyor will undertake site topographical surveys, framing the site diagram and submitting and managing registration of subdivision and/ or consolidation of land parcels with a Surveyor General and the extent of such a surveys will need to be agreed during initial stages the project.

#### **4.2.3 Landscape Architectural Services**

All standard services as described in Stages 1 to 6 in the 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](http://www.saclap.org.za)), as amended or amplified upon in the project brief below. Each stage will be considered complete upon the approval by the Employer of the stage deliverables as described in the above.

#### **4.2.4 Professional Planning / Town Planning Services**

The provision of town planning services by a registered Professional Planner as set out in the Planning Professional Act. No. 36 of 2002. The services provider will be required to obtain the required land use approvals so that the project can be delivered.

The Professional Planner should have relevant experience in multiple facets of the Planning Profession and a very strong land use planning expertise, and with some involvement in public transport planning projects would be advantageous. The activities to be undertaken by the registered Professional Planner include:

- Professional planning services pertaining to preparing, motivating and evaluating applications in terms of land use schemes;
- Planning Survey and analysis;
- Consult with stakeholders and other interested parties where necessary to facilitate above processes
- Coordinate other professionals, such as surveyors and architects, where relevant to above tasks
- Use information technology systems such as CAD (computer-aided design) or GIS (geographical information systems);
- keep up to date with policies, institutional frameworks and legislation associated with the planning profession;
- schedule available resources to meet planning targets;
- write reports, which make recommendations or explain detailed regulations. These reports may be for a range of groups, from councils to regional assemblies, or members of the public.

#### **4.2.5 Preferential Procurement and Targeted Participation / Empowerment Impact**

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

- (a) the incorporation into the contract documentation of:
  - i) preferential procurement requirements in respect of B-BBEE and, if applicable, local production and content, and
  - ii) targeted participation goals in respect of targeted labour and/or resources.
- (b) the monitoring and verification of compliance with (i) and (ii) in (a) above during the construction contract (including the receiving and collation of documentary evidence submitted by the Contractor in this regard).
- (c) Assist in planning and strategy pertaining to empowerment targets, including conducting empowerment impact assessments and services related to targeted procurement.

#### **4.2.6 Construction Monitoring**

Construction monitoring is considered to be a vitally important part of this project, requiring the full time input of an experienced individual (the Engineer's Representative) overseeing multiple sites. For this reason, provision for both a level 2 and a level 3 construction monitoring service (as per the Guideline Scope of Services document referred to above) must be provided by the Service Provider.

It is envisaged that all the station top structures (Closed, LAMS and Kerbside) will be implemented via a single construction contract. The over-rail pedestrian bridge will be constructed via a separate construction contract. Timing of these two contracts will not run in parallel, and a separate construction monitoring agreement will be put in place for the various work packages.

The Service Provider shall, when called upon to do so by the Employer, submit a fully motivated proposal for such construction monitoring to the Employer for approval. The proposal shall name the individual(s) proposed, provide details of their experience, the anticipated duration of their

involvement. Construction monitoring staff will be paid over the year end break, if applicable. The Employer's Agent's Representative shall be a qualified Engineer/Technologist/Technician with at least five years' verifiable post graduate experience in construction monitoring, including a minimum of at least two contracts which have involved bridge construction.

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

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

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

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

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

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

#### **4.2.8 Environmental Officer**

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

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

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

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

## 5. EXTENT OF SERVICES

The services to be provided in terms of this tender are inextricably linked to the Employer's budget for consulting services. It is the Employer's intention to appoint the Service Provider for a period spanning the Employer's 2020/2021 until the 2030/2031 financial years. All services to be provided and executed shall therefore be programmed in order to make full use of, but not exceed, the budget provision in any given financial year/s (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 time period for which the contract is awarded. 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 City of Cape Town land holdings, and no cost has been assigned to the procurement thereof.

For tendering and evaluation purposes it has been assumed that the total construction cost for Parts A-F is R583 000 000.00 exclusive of VAT as per below breakdown:

|                                 | CONSTRUCTION VALUE |
|---------------------------------|--------------------|
| PART A / MILESTONE A            |                    |
| PART B / MILESTONE B            |                    |
| PART C / MILESTONE C            |                    |
| PART D / MILESTONE D            |                    |
| PART E                          |                    |
| PEDESTRIAN BRIDGE: WORK PART F: |                    |
| TOTAL:                          |                    |

The estimated breakdown of the percentage of work per discipline required for normal services as per the requirements of the Scope of Work, has been tabulated below as a guide only.

| KEY PERSONNEL          | PERCENTAGE WORK SPLIT                                                                |
|------------------------|--------------------------------------------------------------------------------------|
| PROJECT MANAGER        |  |
| ARCHITECT/PA           |                                                                                      |
| QUANTITY SURVEYOR      |                                                                                      |
| ENG.-STRUCTURAL        |                                                                                      |
| ENG.-ELECTRICAL        |                                                                                      |
| ENG.-MECHANICAL/FIRE   |                                                                                      |
| LANDSCAPING            |                                                                                      |
| PROFESSIONAL PLANNER   |                                                                                      |
| LAND SURVEYOR          |                                                                                      |
| HEALTH AND SAFETY      |                                                                                      |
| PUBLIC PARTICIP/LABOUR |                                                                                      |
|                        | 100%                                                                                 |

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, drawings, passenger and traffic modelling, 3D and BIM models 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.

While predominantly of an architectural nature, this project does require the services of a full multi-disciplinary team as described in the brief below.

All multi-disciplinary input for both normal and additional services will be paid for on a time basis according to tendered hourly rates. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.

#### 6. USE OF REASONABLE SKILL AND CARE

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

The Service Providers' attention is drawn to the fact that the proposed construction works will take place on and adjacent to 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.

At some locations, 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 Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

## **7. BRIEF**

### **7.1 Terms of Reference**

The 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 carrying out the design and construction monitoring for the required station infrastructure.

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 201 of 2012: 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. 35944, 07 December 2012, 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, geotechnical investigations, topographical survey, 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.

### **7.2 Specific Requirements**

#### **7.2.1 Normal Services**

| <b>Elements of the Scope of Works for which services are required</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PART A: INFRASTRUCTURE REQUIRED FOR MILESTONE A: Proposed Median Stations and Alternate Station Buildings at PTI locations:</b> Design review, assumption of design liability and all professional services required to complete the procurement and contract award as well as the construction monitoring and contract administration, including community and stakeholder engagement. Should it transpire that the previous service provider is unable to complete all required detail design work, the newly appointed service provider will be required to undertake that work. All drawings, including typical details, already produced for this project will be made available to facilitate this process.<br><b>6 station buildings</b> are required for Milestone A, one of which includes the Bus Terminus at Claremont PTI, which is a unique typology and more expansive facility. |
| <b>PART B: INFRASTRUCTURE REQUIRED FOR MILESTONE B: Proposed Median Stations and Alternate Station Buildings at PTI locations:</b> Design review, assumption of design liability and all professional services required to complete the procurement and contract award as well as the construction monitoring and contract administration, including community and stakeholder engagement. Should it transpire that the previous service provider is unable to complete all required detail design work, the newly appointed service provider will be required to undertake that work. All drawings, including typical details, already produced for this project will be made available to facilitate this process.<br><b>5 station buildings</b> are required for Milestone B, two of which include the BRT at Wynberg PTI, which may include a unique typology.                                |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>PART C: INFRASTRUCTURE REQUIRED FOR MILESTONE C: Proposed Median Station:</b> Design review, assumption of design liability and all professional services required to complete the procurement and contract award as well as the construction monitoring and contract administration, including community and stakeholder engagement. 1 station building is required for Milestone C, where the station foundation is already built.</p>                                                                                                                                                                                                                                                                                                                                                |
| <p><b>PART D: INFRASTRUCTURE REQUIRED FOR MILESTONE D: Proposed Median Station at PTI locations:</b> Design review, assumption of design liability and all professional services required to complete the procurement and contract award as well as the construction monitoring and contract administration, including community and stakeholder engagement. 1 station building is required for Milestone D.</p>                                                                                                                                                                                                                                                                                                                                                                              |
| <p><b>PART E: Various work of a similar nature, Including Driver's Rest Facilities:</b> Full professional services to be allowed for Design review, assumption of design liability and all professional services required to complete the contract award as well as the construction monitoring and contract administration of these facilities and structures, including community and stakeholder engagement. <b>Open stations: Kerb side shelters (KS) and left aligned median stations (LAMS):</b> all professional services required to complete the contract award as well as the construction monitoring and contract administration of the manufacture and construction of these open stations for Milestones A-D, including community and stakeholder engagement where required.</p> |
| <p><b>PART F: Pedestrian Bridge:</b> Design review, assumption of design liability and all professional services required to complete the procurement and contract award as well as the construction monitoring and contract administration, community and stakeholder engagement during the project lifespan of this 'over-rail' bridge in Lentegeur, Mitchells Plain. Engagement and coordination with Prasa for this aspect of the works will be required.</p>                                                                                                                                                                                                                                                                                                                             |

The services and deliverables (where applicable) required to be provided in terms of the contract for the construction scope of works, are described below.

#### Project Program

The service provider will be required to submit to the employer, a detailed project program (Gant type schedule), drawn up in Microsoft Project or compatible alternative, within 2 weeks after the contract start date. This program should list in detail, all tasks pertaining to completion of the project design, procurement, contract oversight, construction completion and operational launch. The program should be updated and reissued on, at the minimum, a monthly basis and should be made available to the client and project team in both Microsoft Project and PDF format.

#### Stage 1 – Inception

The inception stage will involve determining, with input from the Employer, the location and scope of the Works, site and budget constraints, project program and method of construction contracting. The hard landscaping and universal access components should be established in this stage.

The Service Provider will set up links with the various (at least 3) relevant incumbent Ph2A Civils professional teams to integrate their designs with those of the trunk busway civil engineering designs.

Ongoing public and stakeholder participation will be required during this stage of the project. Reporting to the overall Project Management Professional Team will be required.

| Services to include but not limited to:                                                                        | Required |        |        |        |        |        |
|----------------------------------------------------------------------------------------------------------------|----------|--------|--------|--------|--------|--------|
|                                                                                                                | Part A   | Part B | Part C | Part D | Part E | Part F |
| Assist in developing a clear Project design brief                                                              | NO       | NO     | NO     | NO     | YES    | NO     |
| Attend Project initiation meetings                                                                             | NO       | NO     | NO     | NO     | YES    | NO     |
| Advise on the rights, constraints, consents and approvals                                                      | NO       | NO     | NO     | NO     | YES    | NO     |
| Define the professional services and scope of work required                                                    | NO       | NO     | NO     | NO     | YES    | NO     |
| Inspect the site and advise on the necessary surveys, analyses, tests and site (or other) investigations where | NO       | NO     | NO     | NO     | YES    | NO     |

|                                                                                                                   |    |    |    |    |     |    |
|-------------------------------------------------------------------------------------------------------------------|----|----|----|----|-----|----|
| such information will be required for Stage 2 including the location of services                                  |    |    |    |    |     |    |
| Determine the availability of data, drawings and plans relating to the project.                                   | NO | NO | NO | NO | YES | NO |
| Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.  | NO | NO | NO | NO | YES | NO |
| Facilitate a schedule of the required consents and approvals                                                      | NO | NO | NO | NO | YES | NO |
| Provide necessary information within the agreed scope of the project to other consultants involved.               | NO | NO | NO | NO | YES | NO |
| Prepare, co-ordinate and monitor a project initiation programme.                                                  | NO | NO | NO | NO | YES | NO |
| Facilitate Employer approval of all Stage 1 documentation                                                         | NO | NO | NO | NO | YES | NO |
| Coordinate the production of necessary communication material and host public participation sessions as required. | NO | NO | NO | NO | YES | NO |

| Deliverable to include but not limited to:                                    | Required |        |        |        |        |        |
|-------------------------------------------------------------------------------|----------|--------|--------|--------|--------|--------|
|                                                                               | Part A   | Part B | Part C | Part D | Part E | Part F |
| Project brief                                                                 | NO       | NO     | NO     | NO     | YES    | NO     |
| Report on project, site and functional requirements                           | NO       | NO     | NO     | NO     | YES    | NO     |
| Schedule of required surveys, tests, analyses, site and other investigations. | NO       | NO     | NO     | NO     | YES    | NO     |
| Schedule of consents and approvals and related lead times.                    | NO       | NO     | NO     | NO     | YES    | NO     |
| Records of all meetings                                                       | NO       | NO     | NO     | NO     | YES    | NO     |
| Approval by the client to proceed to Stage 2                                  | NO       | NO     | NO     | NO     | YES    | NO     |

## Stage 2 – Concept and Viability (Preliminary Design)

The Service Provider shall, in conjunction with the Architect, Engineers and Quantity Surveyor provide those services necessary for the development of a concept design, for the station structures, for submission to the Employer and other relevant authorities for approval. The preliminary proposal shall take cognisance of other roadway developments in liaison with trunk civil engineering professional teams.

The Service Provider will be expected to consult with the Employer, various service and public transport authorities, and other interested and affected parties (including the general public) prior to finalizing designs and documentation.

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

A set of electronic copies of drawings shall be made available to the Employer at each approval stage in both Dwg (fully Autocad compatible) and pdf format.

The Service Provider shall provide those services and deliverables as indicated in the tables below for the development of the various parts of this contract, for submission to the Employer and other relevant authorities for approval.

The preliminary proposal shall take cognisance of other developments on neighbouring erven, and shall ensure that the proposed new stations and infrastructure are integrated into these developments.

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

| Services to include but not limited to:                                                                                                             | Required   |        |        |        |        |        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------|--------|--------|--------|--------|
|                                                                                                                                                     | Part A     | Part B | Part C | Part D | Part E | Part F |
| Agree documentation programme with principal consultant and other consultants involved.                                                             | NO         | NO     | NO     | NO     | YES    | NO     |
| Communicate the project brief to the other consultants and monitor the development of the concept and viability                                     | NO         | NO     | NO     | NO     | YES    | NO     |
| Attend design and consultants' meetings                                                                                                             | NO         | NO     | NO     | NO     | YES    | NO     |
| Establish the concept design criteria                                                                                                               | NO         | NO     | NO     | NO     | YES    | NO     |
| Agree format and procedures for cost control and reporting by the other consultants                                                                 | NO         | NO     | NO     | NO     | YES    | NO     |
| Prepare initial concept design and related documentation                                                                                            | NO         | NO     | NO     | NO     | YES    | NO     |
| Advise the client regarding further surveys, analyses, tests and investigations which may be required                                               | NO         | NO     | NO     | NO     | YES    | NO     |
| Establish regulatory authorities' requirements and incorporate into the design.                                                                     | NO         | NO     | NO     | NO     | YES    | NO     |
| Refine and assess the concept design to ensure conformance with all regulatory requirements and consents                                            | NO         | NO     | NO     | NO     | YES    | NO     |
| Establish access, utilities, services and connections required for the design.                                                                      | NO         | NO     | NO     | NO     | YES    | NO     |
| Coordinate design interfaces with other consultants involved.                                                                                       | YES<br>30% | NO     | NO     | NO     | YES    | NO     |
| Prepare preliminary process designs; preliminary designs, and related documentation for approval by authorities and client and suitable for costing | YES        | NO     | NO     | NO     | YES    | NO     |
| Manage and integrate the concept and viability documentation for presentation to the client for approval.                                           | YES        | NO     | NO     | NO     | YES    | NO     |
| Provide cost estimates and comment on life cycle costs as required                                                                                  | YES        | NO     | NO     | NO     | YES    | NO     |
| Prepare a documentation programme and indicative construction programme                                                                             | YES        | NO     | NO     | NO     | YES    | NO     |
| Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.                            | YES        | NO     | NO     | NO     | YES    | NO     |
| Facilitate approval of the concept and viability by the client                                                                                      | YES        | NO     | NO     | NO     | YES    | NO     |

| Deliverable                                                   | Required   |    |    |    |            |    |
|---------------------------------------------------------------|------------|----|----|----|------------|----|
|                                                               | YES<br>30% | NO | NO | NO | YES<br>40% | NO |
| Concept design                                                | YES        | NO | NO | NO | YES        | NO |
| Cost estimates as required                                    | YES        | NO | NO | NO | YES        | NO |
| Indicative documentation programme and construction programme | YES        | NO | NO | NO | YES        | NO |
| Records of all meetings                                       | YES        | NO | NO | NO | YES        | NO |
| Approval by the client to proceed to Stage 3                  | YES        | NO | NO | NO | YES        | NO |

### Stage 3 – Design Development (Detail Design)

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

The Service Provider shall be responsible for all service enquiries, wayleave applications and obtaining the necessary authority or permission from the relevant service authorities and infrastructure authorities to carry out all work in terms of this project. The design development shall take cognisance of all design requirements as may be imposed by the rail authority, Water Services Department, or any other authority

whose services are impacted upon by the proposed development. All applications in this respect must be carried out timeously.

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 & Storm water/TCT Maintenance and the District Roads Engineer where appropriate. Proposed traffic accommodation procedures should be summarised and the summary submitted in an appropriate form to the 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 improvements required to existing roads for traffic accommodation.

| Services to include but not limited to:                                                                         | Required   |            |        |        |            |        |
|-----------------------------------------------------------------------------------------------------------------|------------|------------|--------|--------|------------|--------|
|                                                                                                                 | Part A     | Part B     | Part C | Part D | Part E     | Part F |
| Prepare, co-ordinate, agree and monitor a detailed design and documentation programme                           | YES<br>30% | YES<br>30% | NO     | NO     | YES<br>40% | NO     |
| Review documentation programme with principal consultant and other consultants involved                         | YES        | YES        | NO     | NO     | YES        | NO     |
| Attend design, consultants' and management meetings                                                             | YES        | YES        | NO     | NO     | YES        | NO     |
| Incorporate client's and authorities' detailed requirements into the design                                     | YES        | YES        | NO     | NO     | YES        | NO     |
| Incorporate other consultants' designs and requirements into the design.                                        | YES        | YES        | NO     | NO     | YES        | NO     |
| Incorporate health and safety and environmental requirements into the design.                                   | YES        | YES        | NO     | NO     | YES        | NO     |
| Prepare design development drawings including draft technical details and specifications.                       | YES        | YES        | NO     | NO     | YES        | NO     |
| Review and evaluate design and outline specification and exercise cost control.                                 | YES        | YES        | NO     | NO     | YES        | NO     |
| Prepare detailed estimates of construction cost                                                                 | YES        | YES        | NO     | NO     | YES        | NO     |
| Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved | YES        | YES        | NO     | NO     | YES        | NO     |

|                                                                                       |     |     |    |    |     |    |
|---------------------------------------------------------------------------------------|-----|-----|----|----|-----|----|
| Submit the necessary design documentation to local and other authorities for approval | YES | YES | NO | NO | YES | NO |
| Facilitate client approval of all Stage 3 documentation                               | YES | YES | NO | NO | YES | NO |

| Deliverable                                                                           | Required   |            |        |        |            |        |
|---------------------------------------------------------------------------------------|------------|------------|--------|--------|------------|--------|
|                                                                                       | Part A     | Part B     | Part C | Part D | Part E     | Part F |
| Design development drawings                                                           | YES<br>30% | YES<br>30% | NO     | NO     | YES<br>40% | NO     |
| Outline specifications                                                                | YES        | YES        | NO     | NO     | YES        | NO     |
| Local and other authority submission drawings and reports                             | YES        | YES        | NO     | NO     | YES        | NO     |
| Copy of approved building plans to the Employer, both electronically and 1 paper copy | YES<br>30% | YES<br>30% | YES    | YES    | YES        | YES    |
| Documentation programme                                                               | YES        | YES        | NO     | NO     | YES        | NO     |
| Record of all meetings                                                                | YES        | YES        | NO     | NO     | YES        | NO     |
| Detailed estimates of construction costs                                              | YES        | YES        | NO     | NO     | YES        | NO     |
| Approval by the client to proceed to Stage 4                                          | YES        | YES        | NO     | NO     | YES        | NO     |

#### Stage 4 – Documentation and Procurement

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

Where Service Providers are responsible for preparing tenders for pricing by the market, it is required that the Service Provider includes in the tenders a requirement for Contractors to propose how they can contain costs on the execution of the Works.

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

The construction contract document shall be prepared in the JBCC format and shall be based on the City of Cape Town's latest example document for Construction Contracts. This document will be issued to the Service Provider by the Employer. The Service Provider shall liaise with the Employer's Bid Specification Committee during the preparation of the construction contract document to determine any other specific requirements that the Employer may have in this regard.

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

Specifications shall include, inter alia, a Health and Safety Specification, and a Construction Environmental Management Programme (refer to Environmental Officer as part of the Personnel Schedule comprised of Schedules 9 and 16, Part T2.2: Returnable Schedules).

The Service Provider should note that it is the Employer's preference that all payment items be measured out in the Bills of Quantities, as opposed to the use of provisional sums or prime cost items. The total value of any form of provisional sum, prime cost amount, or any other budgetary allowance may not exceed 20% of the value of the overall value of the Contract. Should provisional sums or prime cost items of greater value than R300 000 (incl. VAT) be included in the Bills of Quantities, the Service Provider will be expected

to follow an open competitive process in respect of these items, on behalf of the contractor. This will include the preparation of a tender document, advertising and receiving tenders, and evaluating same on behalf of the contractor, at no extra cost to the Employer.

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

It is furthermore noted that the creation of employment within the communities adjacent to the site of the proposed depot facilities 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 Bid Specification Committee meetings prior to the finalisation of the contract document and the advertising of tenders. All comments of the committee shall be incorporated into the final contract documents. A draft contract document shall be submitted to the Employer for scrutiny at least one week prior to the Bid Specification Committee meetings taking place.

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

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

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

Once tenders close, the Service Provider shall assist with evaluation of the technical aspects of tenders received and shall prepare a tender assessment report for consideration by the Employer's Bid Evaluation Committee (BEC). The Service Provider shall present his assessment to the BEC, respond to any queries the committee may raise, and follow up on any issues requiring the Service Provider's attention/action, including issues arising from an appeal, if any.

#### **Preferential Procurement**

The Works shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** include in T2.1 List of Returnable Documents where preferences are granted in respect of B-BBEE contribution.

In particular, where the Service Provider has declared in Section 5 of Returnable Schedule 19 that "I/we DO NOT intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as prime contractor qualify for" then the Service Provider may not sub-contract more than 25% of the value of the contract (as defined in Schedule 19) to sub-contractors that do not have an equal or higher B-BBEE status level than the Service Provider, unless the sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works.

For the purposes of this Contract, the term "sub-contractor" (used in the context of sub-contracting to the Service Provider) shall include all sub-consultants employed by the Service Provider.

Where the Service Provider is a joint venture it shall be monitored as described in below.

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

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

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

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

In order to ensure that not more than 25% of the value of the contract is not sub-contracted to sub-contractors that do not qualify for at least the preference points that the Service Provider qualified for, the Service Provider shall submit to the Employer, as and when required, a B-BBEE Sub-Contract Expenditure Report. The format of this report is provided in Annex 1 attached.

The Service Provider shall submit to the Employer documentary evidence (either an original valid B-BBEE status level verification certificate in terms of the Construction Sector Charter on Black Economic Empowerment, or an Exempted Micro Enterprise certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 69 of 1984) or an accredited verification agency, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2011) of the B-BBEE status level of every sub-contractor employed by the Service Provider. Until such time as documentary evidence as described above has been submitted to the Employer, a sub-contractor 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 sub-contractors employed by the Service Provider.

In order to ensure a 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, the Service Provider shall submit to the Employer, as and when required, a Joint Venture Expenditure Report. The format of this report is provided in Annex 2 attached.

In respect of Annexes 1 and 2 referred to above, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in Schedule 19 Preferencing Schedule in Part T2.2 Returnable Schedules. In the case of a joint venture (Annex 2), the Service Provider shall prove its compliance with item 6) in Section 2 of the Preferencing Schedule by providing a consolidated scorecard at its own cost on instruction from the Employer.

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

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

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

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

| Services to include but not limited to:                                                                                | Required   |            |        |        |            |        |
|------------------------------------------------------------------------------------------------------------------------|------------|------------|--------|--------|------------|--------|
|                                                                                                                        | Part A     | Part B     | Part C | Part D | Part E     | Part F |
| Attend design and consultants' meetings                                                                                | YES        | YES        | YES    | YES    | YES        | YES    |
| Attend bid specification and evaluation meetings with the employer                                                     | YES        | YES        | YES    | YES    | YES        | YES    |
| Prepare specifications and preambles for the works                                                                     | YES<br>30% | YES<br>30% | NO     | NO     | YES<br>40% | NO     |
| Accommodate services design                                                                                            | YES<br>30% | YES<br>30% | NO     | NO     | YES        | NO     |
| Check cost estimates and adjust designs and documents if necessary to remain within budget                             | YES        | YES        | NO     | NO     | YES        | NO     |
| Prepare documentation for contractor procurement on approved templates                                                 | YES        | YES        | YES    | YES    | YES        | YES    |
| Review designs, drawings and schedules for compliance with approved budget                                             | YES        | YES        | YES    | YES    | YES        | YES    |
| Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required | YES        | YES        | YES    | YES    | YES        | YES    |
| Assist with the evaluation of tenders                                                                                  | YES        | YES        | YES    | YES    | YES        | YES    |
| Assist in pricing, documentation and tender evaluation as required when the                                            | YES        | YES        | YES    | YES    | YES        | YES    |

|                                                               |     |     |     |     |     |     |
|---------------------------------------------------------------|-----|-----|-----|-----|-----|-----|
| detailed services for these activities are provided by others |     |     |     |     |     |     |
| Assess samples and products for compliance and design intent  | YES | YES | YES | YES | YES | YES |
| Facilitate client approval of all Stage 4 documentation       | YES | YES | YES | YES | YES | YES |

| Deliverable                                                                  | Required |        |        |        |        |        |
|------------------------------------------------------------------------------|----------|--------|--------|--------|--------|--------|
|                                                                              | Part A   | Part B | Part C | Part D | Part E | Part F |
| Specifications- Final check and collation of the specification document      | YES      | YES    | YES    | YES    | YES    | NO     |
| Full compilation of the specifications                                       | 30%      | 30%    | NO     | NO     | YES    | NO     |
| Services co-ordination                                                       | 30%      | 30%    | NO     | NO     | YES    | NO     |
| Working drawings, schedules and details                                      | 30%      | YES    | 50%    | NO     | YES    | NO     |
| Estimate of construction cost based on final designs and tender documents    | YES      | YES    | YES    | YES    | YES    | NO     |
| Tender documentation                                                         | YES      | YES    | YES    | YES    | YES    | YES    |
| Reports on technical and financial aspects of tenders                        | YES      | YES    | YES    | YES    | YES    | YES    |
| Contract documentation                                                       | YES      | YES    | YES    | YES    | YES    | YES    |
| Records of all meetings other than bid specification and evaluation meetings | YES      | YES    | YES    | YES    | YES    | YES    |
| Approval by the client to proceed to Stage 5                                 | YES      | YES    | YES    | YES    | YES    | YES    |

#### 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 on handover of each station.

The Service Provider shall provide those services and deliverables as indicated in the tables below to manage, administer and monitor the construction contract, including co-ordination of the inspection of the works by the other members of the professional team (if applicable).

| Services to include but not limited to:                                                                                                                                                                                                       | Required |        |        |        |        |        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|--------|--------|--------|--------|
|                                                                                                                                                                                                                                               | Part A   | Part B | Part C | Part D | Part E | Part F |
| Attend site handover                                                                                                                                                                                                                          | YES      | YES    | YES    | YES    | YES    | YES    |
| Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections. | YES      | YES    | YES    | YES    | YES    | YES    |
| Carry out contract administration procedures in terms of the contract                                                                                                                                                                         | YES      | YES    | YES    | YES    | YES    | YES    |
| Prepare, track, revise and update schedules of predicted cash flow                                                                                                                                                                            | YES      | YES    | YES    | YES    | YES    | YES    |
| Prepare pro-active estimates of proposed variations for client decision making                                                                                                                                                                | YES      | YES    | YES    | YES    | YES    | YES    |
| Attend regular site, technical and progress meetings                                                                                                                                                                                          | YES      | YES    | YES    | YES    | YES    | YES    |

|                                                                                                                                                                                                                         |     |     |     |     |     |     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|-----|
| Monitor, review and approve the preparation of the construction programme by the contractor.                                                                                                                            | YES | YES | YES | YES | YES | YES |
| Regularly monitor performance of the contractor against the construction programme                                                                                                                                      | YES | YES | YES | YES | YES | YES |
| Review the Contractor's quality control programme, advise and agree a quality assurance plan and monitor implementation thereof                                                                                         | YES | YES | YES | YES | YES | YES |
| Inspect the works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works as described in more detail in 3.3.2 for Level 1: periodic construction monitoring | YES | YES | YES | YES | YES | YES |
| Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.                                                      | YES | YES | YES | YES | YES | YES |
| Adjudicate and advise employer on financial claims by contractor(s)                                                                                                                                                     | YES | YES | YES | YES | YES | YES |
| Assist in the resolution of contractual claims by the contractor.                                                                                                                                                       | YES | YES | YES | YES | YES | YES |
| Establish and maintain a financial control system                                                                                                                                                                       | YES | YES | YES | YES | YES | YES |
| Clarify details and descriptions during construction as required                                                                                                                                                        | YES | YES | YES | YES | YES | YES |
| Prepare valuations for payment certificates to be issued by the employer's agent                                                                                                                                        | YES | YES | YES | YES | YES | YES |
| Issue payment certificates (if acting as employer's agent)                                                                                                                                                              | YES | YES | YES | YES | YES | YES |
| Instruct, witness and review all tests and mock ups carried out both on and off site                                                                                                                                    | YES | YES | YES | YES | YES | YES |
| Check and approve contractor drawings for design intent                                                                                                                                                                 | YES | YES | YES | YES | YES | YES |
| Update and issue drawings register                                                                                                                                                                                      | YES | YES | YES | YES | YES | YES |
| Issue contract instructions as and when required                                                                                                                                                                        | YES | YES | YES | YES | YES | YES |
| Review and comment on operation and maintenance manuals, guarantee certificates and warranties                                                                                                                          | YES | YES | YES | YES | YES | YES |
| Inspect the works and issue practical completion and defects lists                                                                                                                                                      | YES | YES | YES | YES | YES | YES |
| Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals                                                                                  | YES | YES | YES | YES | YES | YES |

| Deliverable to include but not limited to:                                                                          | Required |        |        |        |        |        |
|---------------------------------------------------------------------------------------------------------------------|----------|--------|--------|--------|--------|--------|
|                                                                                                                     | Part A   | Part B | Part C | Part D | Part E | Part F |
| Schedules of predicted cash flow                                                                                    | YES      | YES    | YES    | YES    | YES    | YES    |
| Construction documentation                                                                                          | YES      | YES    | YES    | YES    | YES    | YES    |
| Drawings register                                                                                                   | YES      | YES    | YES    | YES    | YES    | YES    |
| Estimates for proposed variations                                                                                   | YES      | YES    | YES    | YES    | YES    | YES    |
| Contract instructions                                                                                               | YES      | YES    | YES    | YES    | YES    | YES    |
| Financial control reports                                                                                           | YES      | YES    | YES    | YES    | YES    | YES    |
| Valuations for payment certificates                                                                                 | YES      | YES    | YES    | YES    | YES    | YES    |
| Payment certificates                                                                                                | YES      | YES    | YES    | YES    | YES    | YES    |
| Progressive and draft final account(s)                                                                              | YES      | YES    | YES    | YES    | YES    | YES    |
| Practical completion and defects list                                                                               | YES      | YES    | YES    | YES    | YES    | YES    |
| All statutory certification and certificates of compliance as required by the Local and other Statutory Authorities | YES      | YES    | YES    | YES    | YES    | YES    |

|                                                                                                                                                                                                |     |     |     |     |     |     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|-----|
| Record of all meetings                                                                                                                                                                         | YES | YES | YES | YES | YES | YES |
| Issue of maintenance schedules (requirement, method and frequency) for all components of the station and shelter infrastructure, including Left aligned median stations and kerbside shelters. | YES | YES | YES | YES | YES | YES |
| Coordination of necessary maintenance staff training prior to hand over of the infrastructure on completion.                                                                                   | YES | YES | YES | YES | YES | YES |

#### Stage 6 – Close Out

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

As-built plans/drawings shall be submitted to the Employer in electronic format in both Dwg (fully autocad compatible) and PDF, 3D/BIM models as well as one complete set of paper prints. All As-Built drawing Xrefs must be bound and plot style files for printing purposes supplied.

Maintenance manuals are to be issued to the Employer at the time of Occupancy certificate is issued. These manuals are to be issued both in hard copy and electronically and must include the maintenance requirements for all parts of the structure, as well as time periods for guarantees and warranties. Operational training for the facility management staff is to be arranged as and where required and on request of the Employer.

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

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 list of record as-built drawings shall be prepared and accompany the contract report together;
  - An index of the as-built drawings shall be contained within the report itself.

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.

| Services to include but not limited to:                                                        | Required |        |        |        |        |        |
|------------------------------------------------------------------------------------------------|----------|--------|--------|--------|--------|--------|
|                                                                                                | Part A   | Part B | Part C | Part D | Part E | Part F |
| Inspect and verify the rectification of defects                                                | YES      | YES    | YES    | YES    | YES    | YES    |
| Receive, comment and approve relevant payment valuations and completion certificates           | YES      | YES    | YES    | YES    | YES    | YES    |
| Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties. | YES      | YES    | YES    | YES    | YES    | YES    |
| Prepare as-built drawings and documentation                                                    | YES      | YES    | YES    | YES    | YES    | YES    |
| Conclude the final accounts where relevant                                                     | YES      | YES    | YES    | YES    | YES    | YES    |

| Deliverable to include but not limited to: | Required |        |        |        |        |        |
|--------------------------------------------|----------|--------|--------|--------|--------|--------|
|                                            | Part A   | Part B | Part C | Part D | Part E | Part F |
|                                            |          |        |        |        |        |        |

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

The scope of works for the Project is as follows:

### 7.1 Bus Rapid Transit –Schedule of Closed Station Buildings

Typically, the station typologies consist of Right Aligned Median Stations (RAMS), constructed in the road median, while alternate station typologies may be required at Public Transport Interchanges (PTI) end points. At certain locations driver's rest and turn around facilities may also be required.

The civils and station infrastructure are required to be fully operational in alignment with the programmed Milestone Dates:

| Schedule of Required Station Infrastructure |                                                                                     |                                                                                                                  |
|---------------------------------------------|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| Milestone                                   | Station Number and Name                                                             | Description                                                                                                      |
| Milestone A                                 | 1. Claremont BRT Station                                                            | 5 Open Platforms at PTI one directional                                                                          |
|                                             | 2. Kenilworth BRT Station                                                           | 2 Platforms in each direction                                                                                    |
|                                             | 3. Hanover Park BRT Station                                                         | 3 Platforms in each direction                                                                                    |
|                                             | 4. Link BRT Station                                                                 | 4 Platforms in each direction                                                                                    |
|                                             | 5. Emms BRT Station                                                                 | 2 Platforms in each direction                                                                                    |
|                                             | 46. Nyanga BRT Station                                                              | 2 Platforms at PTI one directional                                                                               |
| Milestone                                   | Station Number and Name                                                             | Description                                                                                                      |
| Milestone B                                 | 6. New Eisleben BRT Station                                                         | 2 Platforms in each direction                                                                                    |
|                                             | 21. Stock BRT Station                                                               | 2 Platforms in each direction                                                                                    |
|                                             | 25. Nolongile BRT Station                                                           | 3 Platforms in each direction                                                                                    |
|                                             | 35a. Wynberg Station East BRT Station                                               | 2 Platforms East of Railway Line at PTI in one direction                                                         |
|                                             | 35b. Wynberg Station West BRT Station                                               | 3 Platforms in one direction                                                                                     |
| Milestone C                                 | Station Number and Name                                                             | Description                                                                                                      |
|                                             | 17. Mitchells Plain BRT Station                                                     | 2 Platforms at PTI in each direction                                                                             |
| Milestone D                                 | Station Number and Name                                                             | Description                                                                                                      |
|                                             | 34. Khayelitsha Town Centre BRT Station                                             | 2 Platforms at PTI in each direction                                                                             |
| Part E                                      | Drivers rest facilities at BRT Stations 1,2,46,35a&b,17 & 34                        | 5-7 driver's rest facilities consisting of ablutions, small office and eating area for an average of 4-8 people. |
|                                             | Bus shelters and Left Aligned Median Stations (LAMS) and works of a similar nature. | An estimated 36 kerbside stops and 28 LAMS shelters.                                                             |
| Part F                                      | Pedestrian Bridge                                                                   | Single over-rail pedestrian bridge in Lentegeur, Mitchells Plain                                                 |

All drawings already completed by the previous service provider, will be made available electronically on contract award. Many of the drawings have been created using Archicad software and will be shared in both PDF and Autocad versions.

## 7.2 Time Frames/Milestones

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

| Milestone | Practical completion | OPERATIONAL LAUNCH DATE                    |
|-----------|----------------------|--------------------------------------------|
| PART A    | November 2026        | April 2027                                 |
| PART B    | November 2026        | April 2027                                 |
| PART C    | December 2026        | July 2027                                  |
| PART D    | April 2028           | October 2028                               |
| PART E    | Various              | Completion of final facility: October 2028 |
| PART F    | September 2023       | December 2023                              |

The Service Provider shall submit a revised programme as and when required by the Employer.

## 7.3 Time frames for deliverables and penalties

It is the service provider's responsibility to manage the work, ensure deliverables are submitted on time and to set up the design discussion meetings required to facilitate decision making necessary to conclude on tasks.

The following time frames shall be adhered to with regards to deliverables:

- All Minutes of meetings: 1 calendar week after the meeting
- Progress reports: Monthly at month end, capturing the month's latest invoice.
- Invoicing: On a monthly basis at a regular date as agreed by both parties.
- Tender evaluation report: 2 calendar weeks after notification to collect documents.
- Close out report and as-built drawings: 6 calendar weeks after project completion
- Final Approval Certificate: 1 calendar week after end of defects liability period

Any delays need to be communicated with the Employer's project manager and extension of timeframes for deliverables needs to be properly motivated and agreed upon. Project deliverable programs need to be updated not less than every four weeks.

The Employer reserves the right to instruct the service provider to fast track the implementation of a project. In such cases, the Employer will make this intension know at the PMT start-up meeting, or as soon after as possible. Time frames for deliverables for fast tracked projects will be agreed upon on a case by case basis. Once deliverable dates are agreed upon, such dates will be binding.

Failure to adhere to these time frames above and dates agreed in the baselined program on commencement of the contract, without valid agreed upon reasons, will result in the implementation of penalties of [REDACTED] per calendar day until the required deliverable is submitted. Deliverables that are more than two calendar weeks later will result in the issuing of a Notice of Dissatisfactory Service. If a service provider receives a Third Notice of Dissatisfactory Service, it will be considered a Final Warning. If a fourth Notice is issued, Employer may terminate the contract in terms of Clause 8.4.1 i) of the Contract Data. Penalties will be deducted from payment certificates.

Note that although the logical sequence of deliverable submissions may not be followed during fast tracked projects, all deliverables are still required for such projects. Failure to supply the required deliverables will result in fees for those deliverables not be paid and penalties being applied

## 7.4 Places for the Performance of Specific Tasks

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

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

## 7.5 Reporting Requirements

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

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

A preliminary Project Close-Out Report shall be submitted to the Employer within 6 weeks of the Certificate of Completion having been issued, which shall be updated as necessary and re-submitted within 6 weeks of the issue of the Final Approval Certificate.

## 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 Provider.

Electronic copies of the following documents are available for inspection at the offices of the Employer during the tender period and will be made available to the appointed Service Provider for reference purposes:

- The IRT Ph2 Project Plan
- The IRT Ph2 Business Plan
- The IRT Ph2 System Plan

These documents will be made available throughout the tender period. Upon award, the current Project Plan will be issued and the successful Service Provider shall then be responsible for aligning their deliverables with the broader program milestone dates.

## 9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

## 10. APPROVALS

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

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

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

## **1. PROCUREMENT**

### **11.1 Preferential Procurement**

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

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

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

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

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

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

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

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

### **11.3 Forms for contract administration**

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

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

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

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

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

## **12. FORMAT OF COMMUNICATION**

All requests for formal approval from the Employer, or any other authority, shall be submitted in writing in hardcopy format unless agreed otherwise. 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, monthly reports, financial and other reports as well as contract and subcontractor documents submitted for approval shall be in hardcopy as well as electronic format.

### 13. KEY PERSONNEL

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

Curriculum Vitae's of each team member are to be submitted with the tender, providing clear evidence of each person's relevant qualifications and experience, including a list of projects on which they have been directly involved, in the role for which they are being proposed.

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

#### 13.1 Project Manager

A Project Manager who is registered with at least *one* of the following:

- Registered Project Manager with South African Council for the Project and Construction Management Professions (SACPCMP);
- Professional Architect with the South African Council for the Architectural Profession (SACAP); or
- Registered Pr.Eng/Pr.Tech. Eng. with the Engineering Council of South Africa (ECSA).

The Project Manager is required to have at least 10 (ten) years verifiable post graduate experience leading multidisciplinary teams in the design of large scale complex building projects with at least one project with a value greater than R100M (One Hundred Million Rand). A list of projects on which the Project Manager has acted must be clearly ascertainable from the curriculum vitae submitted with the tender.

#### 13.2 Principal Agent

A Principal Agent who is registered with the South African Council for the Architectural Profession (SACAP), with at least 10 (ten) years verifiable post professional registration experience acting as a Principal Agent in terms of JBCC in the construction of large scale complex building projects with at least one project with a value greater than R100M (One Hundred Million Rand).

#### 13.3 Project Architect

A Project Architect (who is neither the Project Manager or the Principal Agent) who is registered as a professional Architect with the South African Council for the Architectural Profession (SACAP), with at least 8 (eight) years verifiable post professional registration experience as an Architect in the design of large scale complex buildings, with at least one project with a value greater than R100M (One hundred Million Rand).

#### 13.4 Structural Engineer

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 professional registration experience as a Structural Engineer in design of large building structures with at least one project with a value greater than R100M (One hundred Million Rand).

This team member will be required to be competent and available to undertake all standard services as described in Stages 1 to 6 in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 206 of 2011: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as required to undertake the works described in the project brief.

#### 13.5 Electrical Engineer

An Electrical Engineer who is registered as a Professional Engineer/Professional Engineering Technologist with the Engineering Council of South Africa (ECSA), with at least 8 (eight) years verifiable post professional registration experience in the design of electrical services for large scale industrial facilities, public buildings and offices with at least one project with a value greater than R100M (One hundred Million Rand).

This team member will be required to be competent and available to undertake all standard services as described in Stages 1 to 6 in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 206 of 2011: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as required to undertake the works described in the project brief.

### **13.6 Mechanical Engineer**

A Mechanical Engineer registered as a Professional Engineer/Professional Engineering Technologist with the Engineering Council of South Africa (ECSA), with at least 8 (eight) years verifiable post professional registration experience in the design of mechanical services for large scale complex industrial facilities with at least one project with a value greater than R100M (One hundred Million Rand). This individual will be responsible for the design of rational fire systems and fire safety as well as all wet services in a building context.

This team member will be required to be competent and available to undertake all standard services as described in Stages 1 to 6 in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 206 of 2011: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as required to undertake the works described in the project brief.

### **13.7 Quantity Surveyor**

A Professional Quantity Surveyor who is registered with The Association of South African Quantity Surveyors with at least 8 (eight) years verifiable post professional registration experience on building projects with at least one project with a value greater than R100M (One hundred Million Rand).

This team member will be required to be competent and available to undertake all standard services for building work contracts with bills of quantities as described in Stages 1 to 6 in Clause 10.6 of Board Notice 163 of 2009: Amended guideline professional fees set out in the 2010 Tariff of Professional Fees determined by the South African Council for the Quantity Surveying Profession in terms of the Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000) and as published by the South African Council for the Quantity Surveying Profession (available on their website [www.sacqsp.co.za](http://www.sacqsp.co.za)), as amended or amplified upon in the project brief.

### **13.8 Landscape Architect**

A Professional Landscape Architect who is registered as such with the South African Council for the Landscape Architectural Profession (SACLAP), with at least 6 (six) years verifiable post professional registration experience in landscape design projects within the Western Cape.

This team member will be required to be competent and available to undertake all standard services as described in Stages 1 to 6 in the 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](http://www.saclap.org.za)), as required to complete the works required in this contract.

### **13.9 Town Planner/Professional Planner**

A Senior Town Planner who is professionally registered with SACPLAN (South African Council for Planners) in the Professional Planner category, with a minimum of six (6) years relevant experience in multiple facets of the Planning Profession and with very strong land use planning expertise and with some involvement in public transport planning projects, and a knowledge of green building principles, must be clearly indicated.

### **13.10 Land Surveyor**

A professional land surveyor, registered with the South African Council for Professional and Technical Surveyors (Plato), with A minimum of 5 (five) years accumulative, verifiable, land surveying experience, with at least one years' experience on a building project with a construction value greater than R100M (One Hundred Million Rand).

### **13.11 Construction Health and Safety Agent**

A Construction Health and Safety Agent with at least 8 (eight) years verifiable experience acting as the Employer's Agent. This individual must be fully cognisant of the current health and safety regulations including the Occupational Health and Safety Act of 1993, as well the OHS Officers responsibilities under the Construction Regulations 2014.

### **13.12 Public Participation Specialist**

A Public Participation Specialist with a minimum of 8 (eight) years' experience in managing and delivering public participation processes, or who has managed at least 3 (three) distinct public participation processes of major infrastructure initiatives and is a registered professional with the Public Relations Institute of South Africa. The Public Participation Specialist(s) must be fluent in English and Xhosa; multiple Specialists may be used to handle the different language requirements.

Should it become necessary to replace any of the key personnel listed, at the time of tender or 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. A Personnel appointment/ mobilisation form (template below), will be used to manage this process.

|                                                                                                                                                   |                               |                                                                                                                                                                                                                                       |                                                 |                               |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|-------------------------------|--|
|  <b>CITY OF CAPE TOWN<br/>Pretorius Street<br/>STAD KAAPSTAD</b> |                               | <b>PROJECT: IRT Ph2A CLOSED STATION INFRASTRUCTURE DESIGN -<br/>PROFESSIONAL SERVICES</b><br>CONTRACT #.....<br><b>PERSONNEL APPOINTMENT FORM (PAF)</b><br>FOR THE APPOINTMENT OF KEY PERSONNEL, INCLUDING CHANGES AND DEMOBILISATION |                                                 | Service Provider Logo         |  |
| <b>SECTION 1 : FORM OPTIONS</b>                                                                                                                   |                               |                                                                                                                                                                                                                                       | <b>SECTION 1 : DETAILS OF CITY LINE MANAGER</b> |                               |  |
| MOBILISATION                                                                                                                                      | FULL NAME:                    |                                                                                                                                                                                                                                       |                                                 |                               |  |
| MOBILISATION EXTENSION                                                                                                                            | JOB TITLE:                    |                                                                                                                                                                                                                                       |                                                 |                               |  |
| CHANGE OF POSITION                                                                                                                                | DISCIPLINE/DEPARTMENT:        |                                                                                                                                                                                                                                       |                                                 |                               |  |
| CHANGE OF LOCATION                                                                                                                                | FORM COMPLETED BY:            |                                                                                                                                                                                                                                       |                                                 |                               |  |
| RATE ADJUSTMENT                                                                                                                                   | DATE:                         |                                                                                                                                                                                                                                       |                                                 |                               |  |
| DEMOBILISATION                                                                                                                                    | SUB Service Provider COMPANY: |                                                                                                                                                                                                                                       |                                                 |                               |  |
| <b>SECTION 2 : EMPLOYEE (CONTRACTED PARTY APPOINTED AS KEY PERSONNEL) DETAILS</b>                                                                 |                               |                                                                                                                                                                                                                                       |                                                 |                               |  |
| FULL NAME                                                                                                                                         |                               |                                                                                                                                                                                                                                       | GENDER:                                         |                               |  |
| KNOWN AS:                                                                                                                                         |                               |                                                                                                                                                                                                                                       | I.D. / PASSPORT NUMBER:                         |                               |  |
| <b>SECTION 3 : POSITION DETAILS</b>                                                                                                               |                               |                                                                                                                                                                                                                                       |                                                 |                               |  |
| POSITION TITLE                                                                                                                                    |                               | MAIN AREA CODE:                                                                                                                                                                                                                       |                                                 |                               |  |
| REPLACEMENT:                                                                                                                                      | PREVIOUS INCUMBENT:           |                                                                                                                                                                                                                                       | APPROVED ON ORG CHART:                          |                               |  |
| CURRENT LOCATION:                                                                                                                                 | PROPOSED LOCATION:            |                                                                                                                                                                                                                                       | SOURCING COMPANY:                               |                               |  |
| MOBILISATION DATE:                                                                                                                                | DEMOBILISATION DATE:          |                                                                                                                                                                                                                                       | REVISED DEMOBILISATION DATE:                    |                               |  |
| MOBILISATION RATE:                                                                                                                                | BASE RATE:                    | NEW PROPOSED RATE:                                                                                                                                                                                                                    |                                                 | APPROVED BY Employer (YES/NO) |  |
| RATE ADJUSTMENT EFFECTIVE FROM:                                                                                                                   |                               | LINE MANAGER:                                                                                                                                                                                                                         |                                                 |                               |  |
| Motivation / Explanation for Resource Requirement OR Adjustment to key personnel                                                                  |                               |                                                                                                                                                                                                                                       |                                                 |                               |  |
| <div style="border: 1px solid black; height: 100px;"></div>                                                                                       |                               |                                                                                                                                                                                                                                       |                                                 |                               |  |
| <b>SECTION 4 : ADDITIONAL REQUIREMENTS (Please note if an item is left blank, it is deemed NOT APPLICABLE)</b>                                    |                               |                                                                                                                                                                                                                                       |                                                 |                               |  |
| Home Location                                                                                                                                     | Fixed Work Area               | Exclusion & Exclusion                                                                                                                                                                                                                 |                                                 | Home Visits Required          |  |
| Accommodation Required                                                                                                                            | Hardware                      | Desktop Phone                                                                                                                                                                                                                         |                                                 | Cell Phone & Sim Card         |  |
| Transport Provided                                                                                                                                | Printed Camera                | GPS                                                                                                                                                                                                                                   |                                                 | Site Medical                  |  |
| Induction/Vision                                                                                                                                  | Other Requirements            |                                                                                                                                                                                                                                       |                                                 |                               |  |
| <b>SECTION 5 : APPROVALS</b>                                                                                                                      |                               |                                                                                                                                                                                                                                       |                                                 |                               |  |
| DATE MOBILISED:                                                                                                                                   |                               |                                                                                                                                                                                                                                       |                                                 |                               |  |
| Service Provider Project Manager Approval:                                                                                                        |                               |                                                                                                                                                                                                                                       |                                                 |                               |  |
| Date:                                                                                                                                             | Signature:                    |                                                                                                                                                                                                                                       | Comments:                                       |                               |  |
| Name:                                                                                                                                             |                               |                                                                                                                                                                                                                                       |                                                 |                               |  |
| Employer Project Manager Approval:                                                                                                                |                               |                                                                                                                                                                                                                                       |                                                 |                               |  |
| Date:                                                                                                                                             | Signature:                    |                                                                                                                                                                                                                                       | Comments:                                       |                               |  |
| Name:                                                                                                                                             |                               |                                                                                                                                                                                                                                       |                                                 |                               |  |
| DATE DE-MOBILISED:                                                                                                                                |                               |                                                                                                                                                                                                                                       |                                                 |                               |  |
| Service Provider Project Manager Approval:                                                                                                        |                               |                                                                                                                                                                                                                                       |                                                 |                               |  |
| Date:                                                                                                                                             | Signature:                    |                                                                                                                                                                                                                                       | Comments:                                       |                               |  |
| Name:                                                                                                                                             |                               |                                                                                                                                                                                                                                       |                                                 |                               |  |
| Employer Project Manager Approval:                                                                                                                |                               |                                                                                                                                                                                                                                       |                                                 |                               |  |
| Date:                                                                                                                                             | Signature:                    |                                                                                                                                                                                                                                       | Comments:                                       |                               |  |
| Name:                                                                                                                                             |                               |                                                                                                                                                                                                                                       |                                                 |                               |  |

Please note that an incomplete form will not be approved by the Employer, this will delay invoicing. Please ensure the form is complete, correct and signed by the relevant parties.

## **14. MANAGEMENT MEETINGS**

### **14.1 Management Meetings**

Management and progress meetings of up to three hours, will be held with the Employer every four weeks. The service provider will report on all issues relating to this tender and will also report on progress of all projects, including cash flow, risks and all project issues.

The costs associated with attendance of these meetings is to be included in the tendered fees for normal services. The service provider will produce minutes of such meetings. The Service Provider shall be represented at these meetings by at-least one of the Key Personnel tendered under Clause C.2.1.4.2.

### **14.2 Community/Stakeholder Meetings**

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

### **14.3 Supply Chain Management (SCM) Committee Meetings**

The service provider will draft the construction tender/contract documents and 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. The service provider will evaluate construction tenders and present the tender evaluation report and recommendation to the Employer and SCM panel.

### **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.

### **14.5 Ad-hoc Meetings**

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

### **14.6 General**

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

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

## **15. CLAIMS FOR PAYMENT**

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

## **16. EMPLOYER'S RIGHT TO RECOVER COSTS**

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

This includes, but is not limited to the following:

- All costs associated with delay claims from contractors stemming from non-performance of the Service Provider
- All cost associated with abortive works cause by negligence, poor design and poor planning on behalf of the service provider

#### **17. Non-Performance**

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

CITY OF CAPE TOWN

TRANSPORT: TRANSPORT PLANNING

CONTRACT NO. 234C/2020/21

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN & CONSTRUCTION OF IRT  
PHASE 2A INFRASTRUCTURE: STATIONS, FOR A PERIOD NOT EXCEEDING TEN FINANCIAL YEARS

## **C3.2 Annexes**

Annex 1: B-BBEE Sub-Contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

## ANNEX 1

## CITY OF CAPE TOWN

CONTRACT NO. AND NAME: \_\_\_\_\_

CONTRACTOR (SERVICE PROVIDER): \_\_\_\_\_

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

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

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

<sup>1</sup>Documentary evidence to be provided

#### Signatures

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

Date: \_\_\_\_\_

Verified by Employer's  
Representative: \_\_\_\_\_

Date: \_\_\_\_\_

## ANNEX 2

## CITY OF CAPE TOWN

CONTRACT NO. AND NAME: \_\_\_\_\_

CONTRACTOR (SERVICE PROVIDER): \_\_\_\_\_

### JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO. \_\_\_\_\_

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

| Name of Joint Venture partner (list all) | B-BBEE Status Level of each JV partner as at contract award | Percentage contribution of JV partner per JV Agreement <sup>1</sup><br>A | Total value of JV partner's contribution (excl. VAT) <sup>1</sup><br>B = A% x P* | Value of JV partner's contribution to date (excl. VAT) <sup>1</sup><br>C | Value of JV partner's contribution as a percentage of the work executed to date<br>D = C/P* x 100 |
|------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------------------------|----------------------------------------------------------------------------------|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| JV Partner A                             |                                                             | %                                                                        | R                                                                                | R                                                                        | %                                                                                                 |
| JV Partner B                             |                                                             | %                                                                        | R                                                                                | R                                                                        | %                                                                                                 |
| JV Partner C                             |                                                             | %                                                                        | R                                                                                | R                                                                        | %                                                                                                 |
|                                          |                                                             |                                                                          |                                                                                  |                                                                          |                                                                                                   |
|                                          |                                                             |                                                                          |                                                                                  |                                                                          |                                                                                                   |

<sup>1</sup>Documentary evidence to be provided

### Signatures

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

Date: \_\_\_\_\_

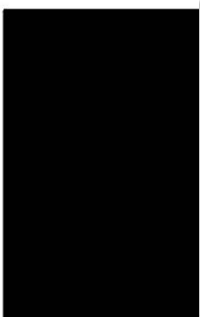
Verified by Employer's  
Representative: \_\_\_\_\_

Date: \_\_\_\_\_

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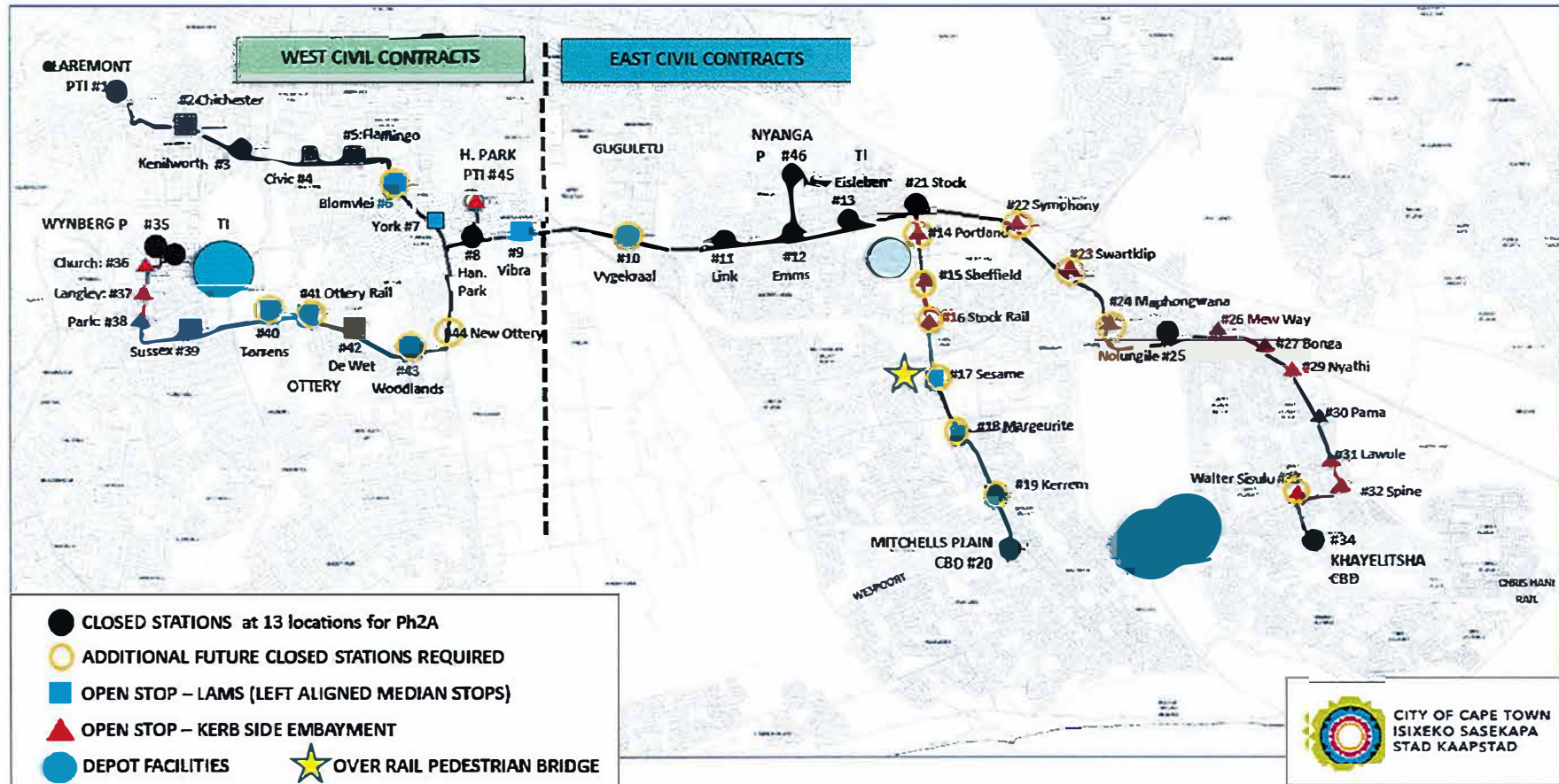
## PART 6: SITE INFORMATION

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## C.4.1

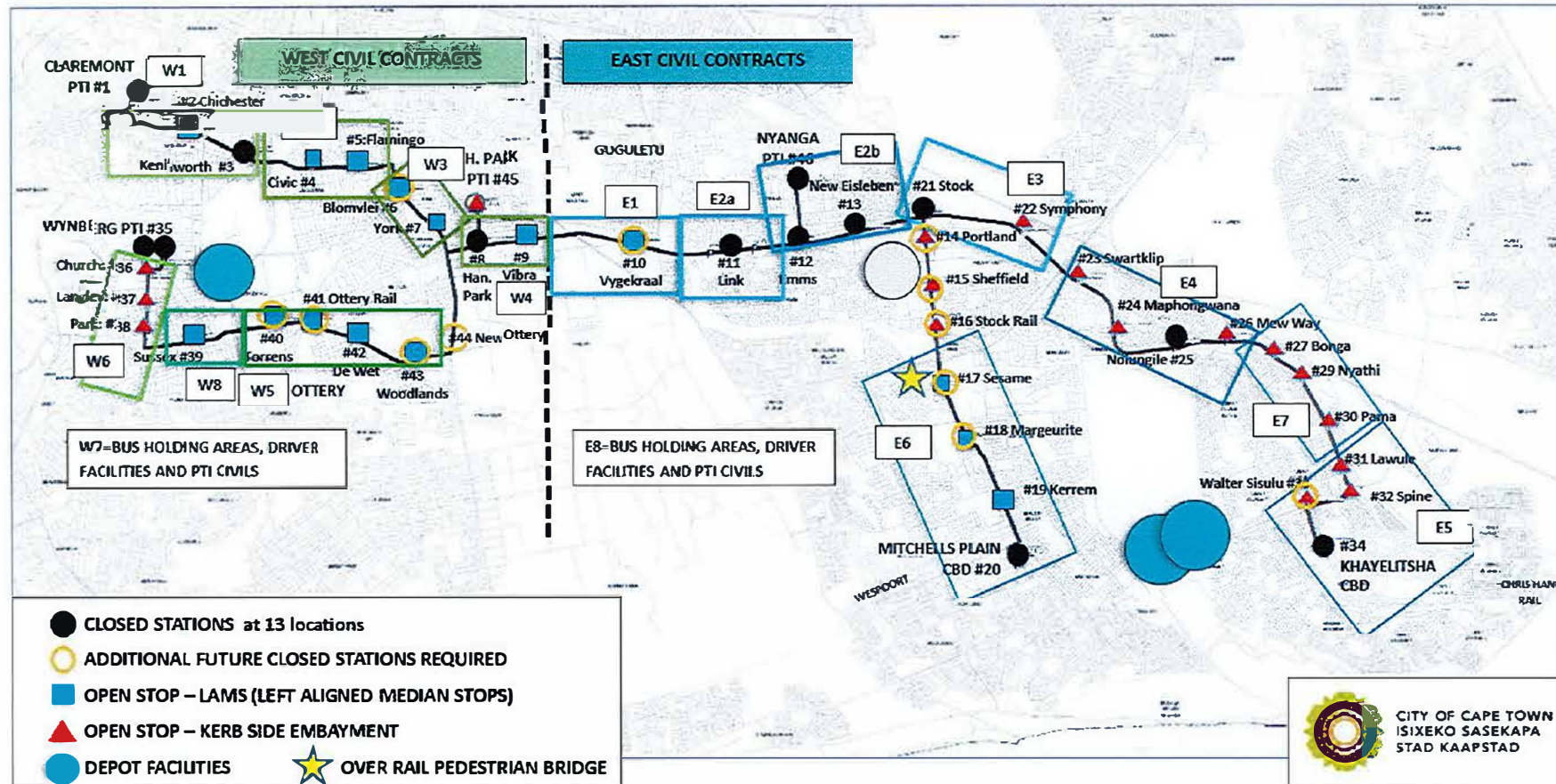
# IRT PHASE 2A: STATION LOCATIONS AND TYPOLOGY CURRENT @ 2020 11 17



## C.4.2

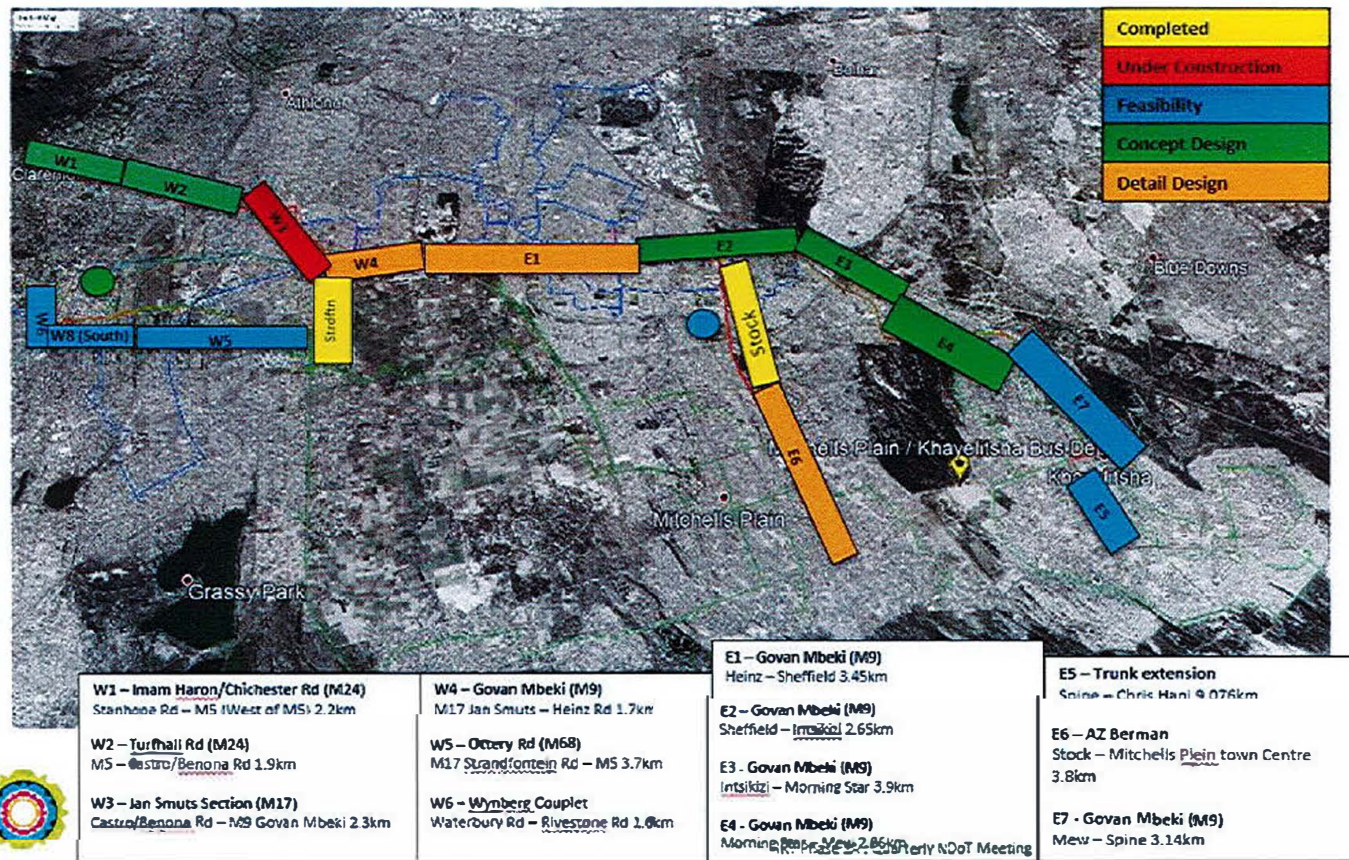
# IRT PHASE 2A: STATIONS / DEPOTS : CIVIL WORK PACKAGES

CURRENT @ 2020 11

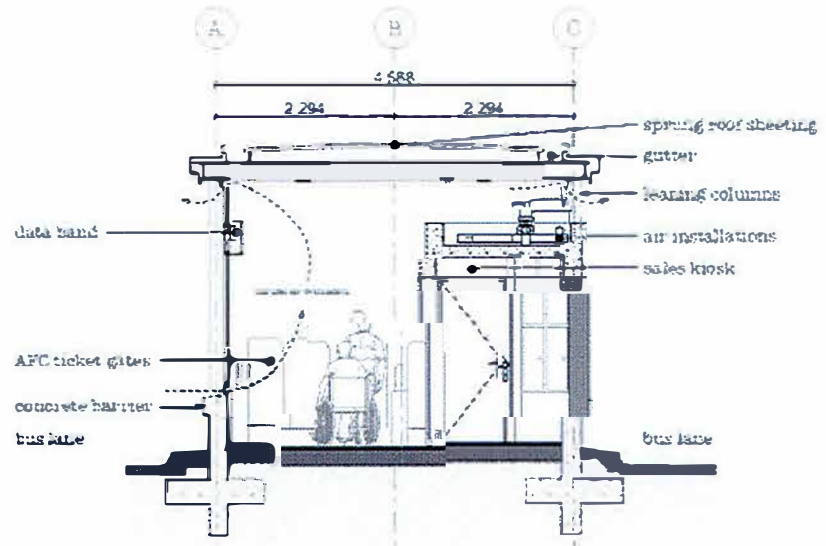
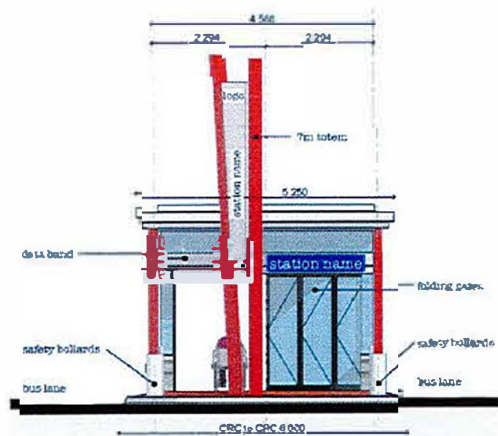


## C.4.3

## Current Status of Work Packages (June 2020)



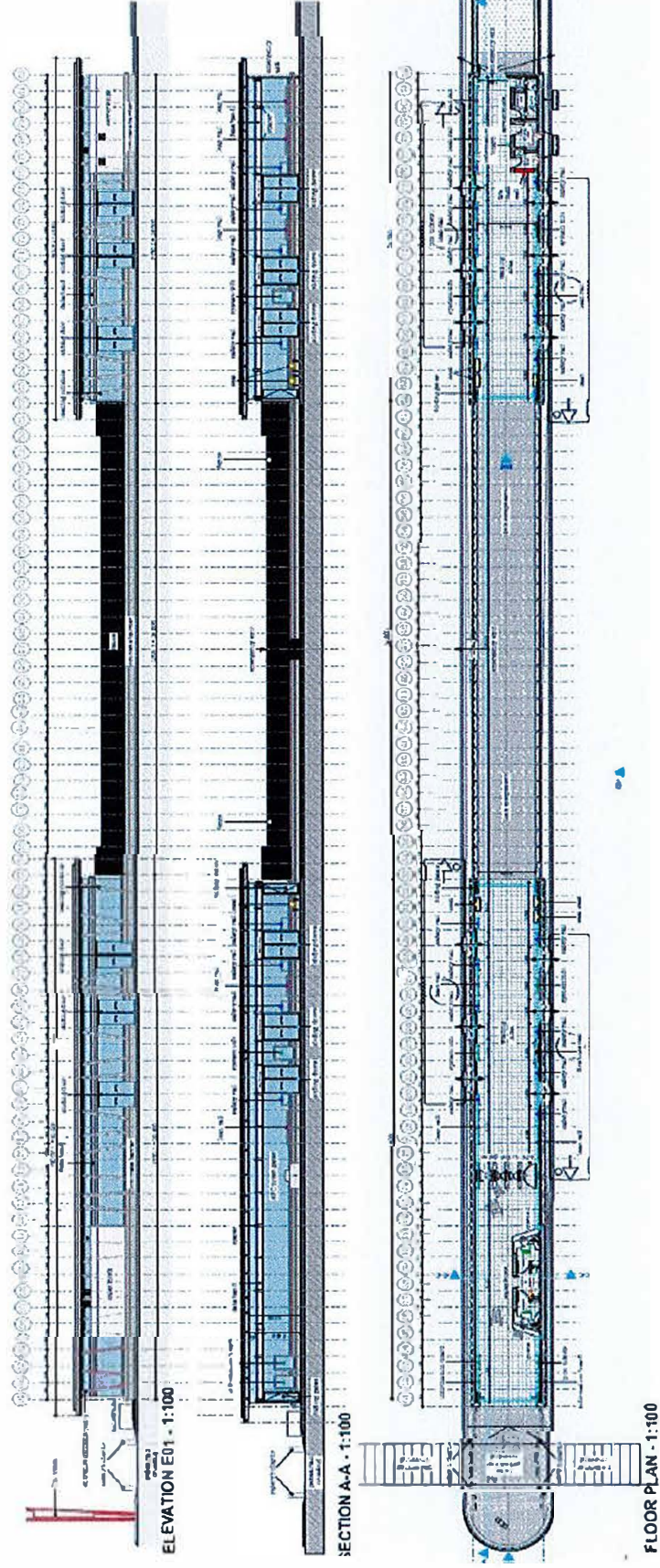
## IRT PHASE 2A: STATION TYPOLOGIES:



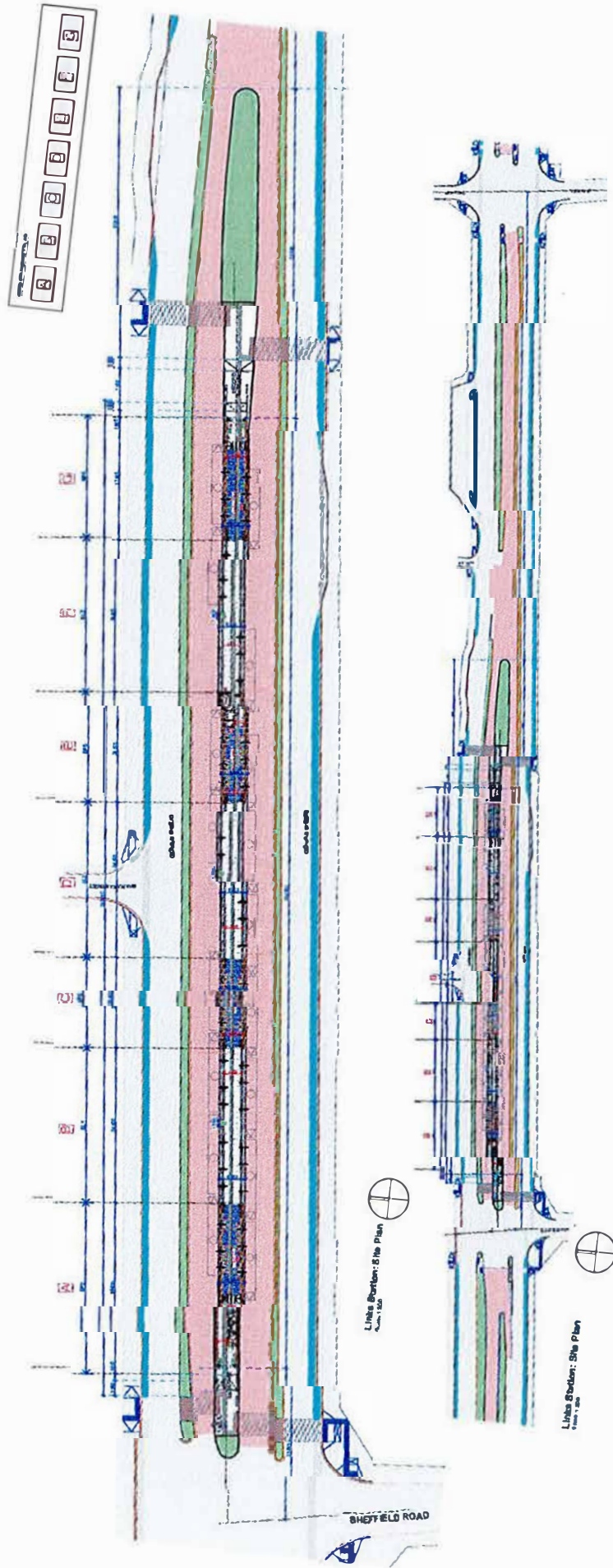
**ENTRANCE ELEVATION (LEFT) with TYPICAL CROSS SECTION THROUGH MEDIAN STATION ENTRANCE (TOP RIGHT)**

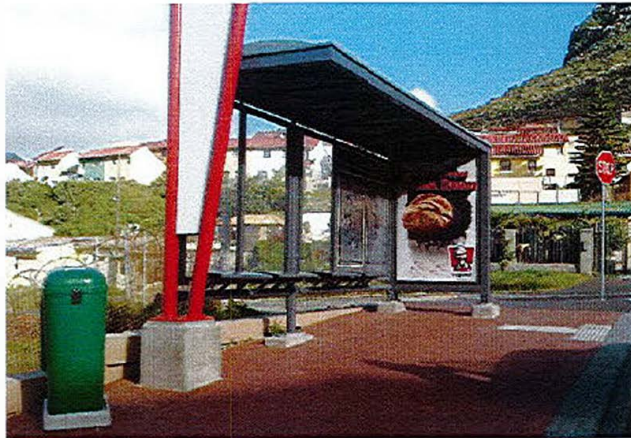
# IRT PHASE 2A: STATION TYPOLOGIES:

## PROTOTYPE OF MEDIAN STATION - 2 POD

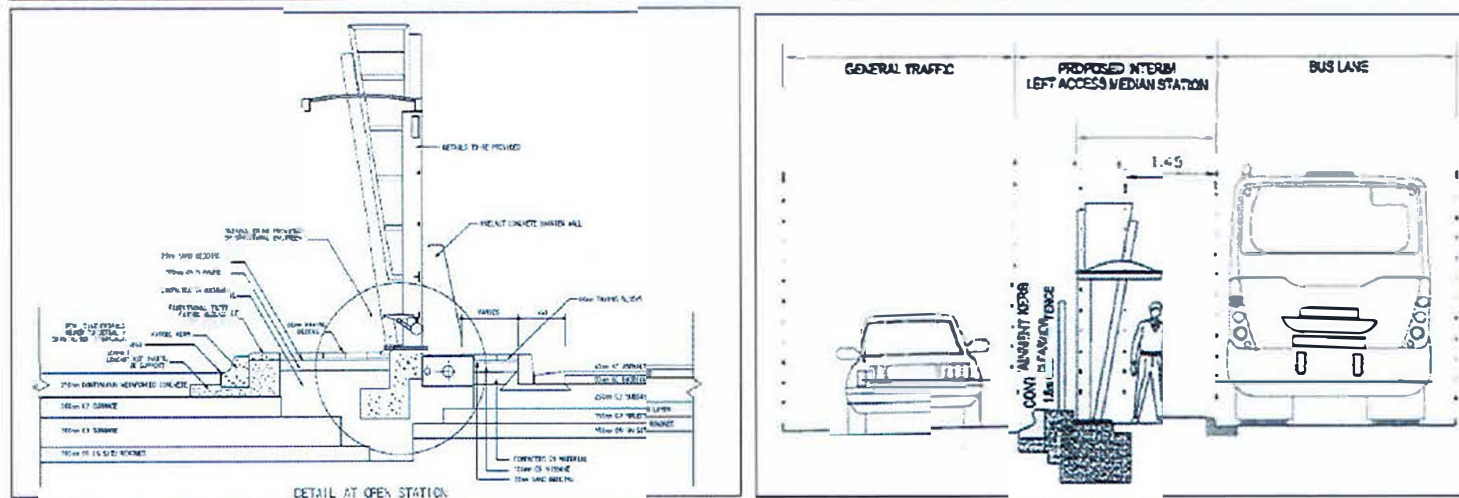


# TYPICAL MEDIAN STATION LAYOUT IN CONTEXT WITH ADJACENT CIVIL WORKS





**(LEFT) TYPICAL KERBSIDE SHELTER / OPEN STATION**

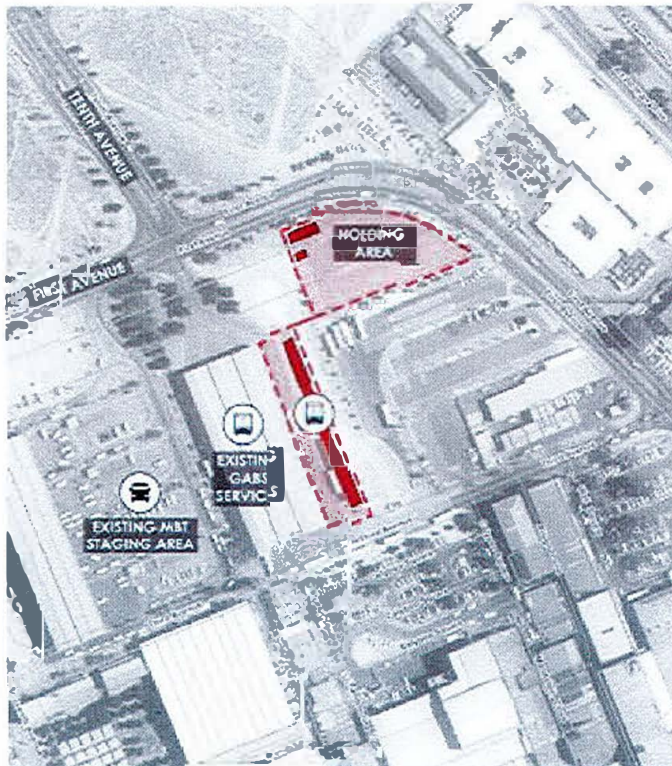


ABOVE: SECTIONS INDICATIVE OF A LEFT ALIGNED MEDIAN OPEN STATION (LAMS) – DESIGN STILL IN PROGRESS

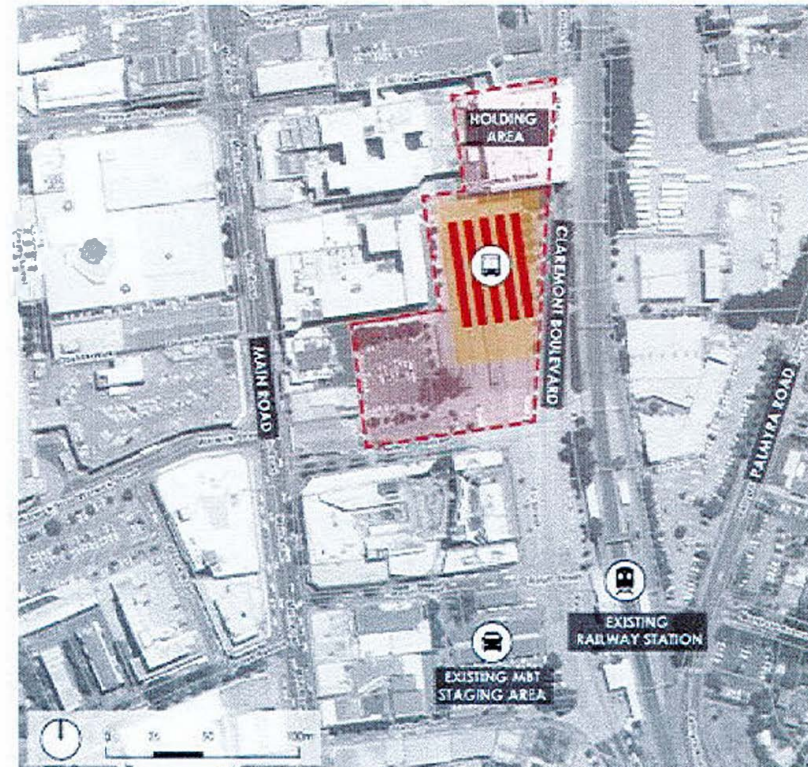
C 4.5

## IRT PHASE 2A: STATION TYPOLOGIES:

BRT AT PUBLIC TRANSPORT INTERCHANGE (PTI) LOCATIONS (1)



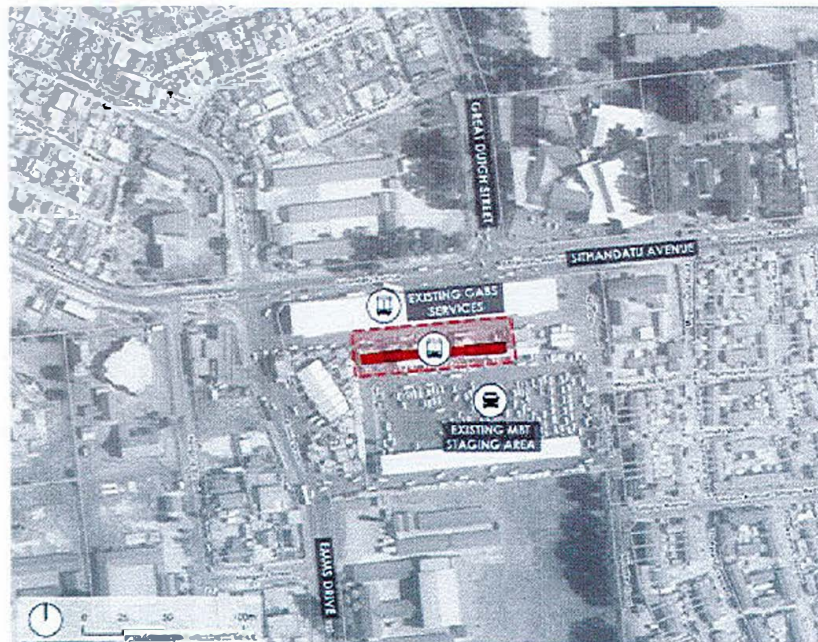
MITCHELLS PLAIN



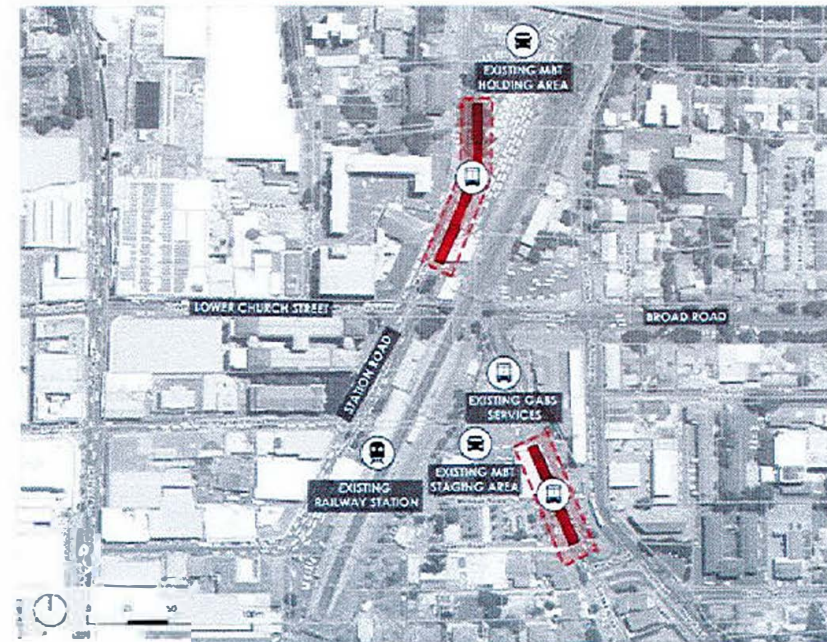
CLAREMONT

## IRT PHASE 2A: STATION TYPOLOGIES:

### BRT AT PUBLIC TRANSPORT INTERCHANGE (PTI) LOCATIONS (2)

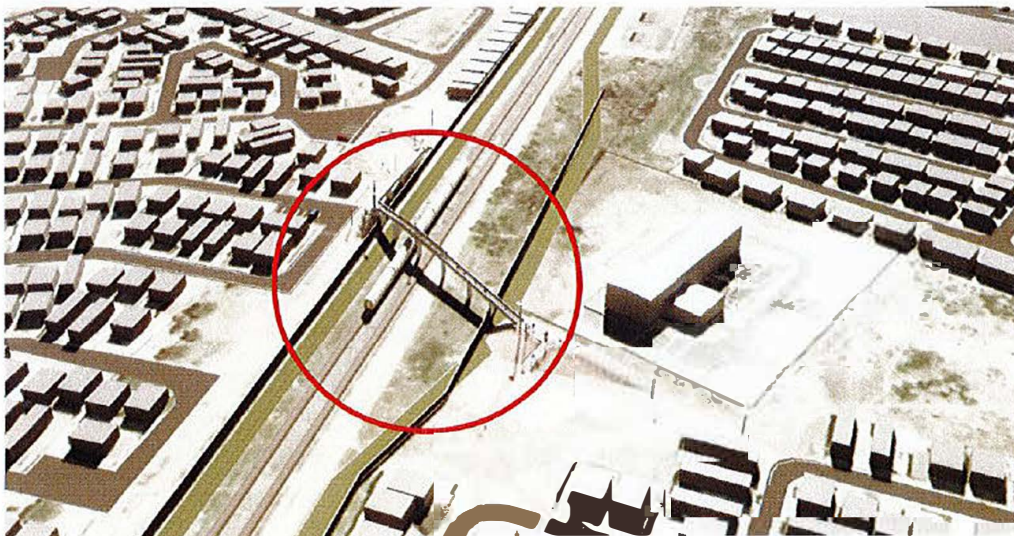


NYANGA



WYNBERG

C 4.6  
IMAGERY OF PEDESTRIAN OVER RAIL BRIDGE



## PART 7: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

CITY OF CAPE TOWN

TRANSPORT: TRANSPORT PLANNING

CONTRACT NO. 234C/2020/21

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN & CONSTRUCTION OF IRT  
PHASE 2A INFRASTRUCTURE: STATIONS, FOR A PERIOD NOT EXCEEDING TEN FINANCIAL YEARS

### C1.3 Occupational Health and Safety Agreement

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

FENG JV (LEAD EBESA ARCHITECTS)  
(Service Provider/Mandatory/Company/CC Name)

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

I, [REDACTED], representing

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

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

COID ACT Registration Number: [REDACTED]

OR Compensation Insurer: [REDACTED] Policy No.: [REDACTED]

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 BELVILLE on the 18th day of JANUARY 2021

Witness [REDACTED] on the 1st day of [REDACTED]

Mandatory [REDACTED] on the 22 day of [REDACTED]

for and on behalf of  
City of Cape Town

Contract  
Part C1: Agreements and Contract Data  
Reference No. 234C/2020/21

C1.3  
Occupational Health & Safety Agreement

## PART 8- KEY PERSONNEL

CITY OF CAPE TOWN

TRANSPORT: TRANSPORT PLANNING

CONTRACT NO. 234C/2020/21

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN & CONSTRUCTION OF IRT PHASE 2A INFRASTRUCTURE: STATIONS, FOR A PERIOD NOT EXCEEDING TEN (10) FINANCIAL YEARS

### SCHEDULE 11: KEY PERSONNEL

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

Refer to personnel CV's for Added Info

| 11.1 TEAM LEADER/ PROJECT MANAGER                                                                                                                                  |                                                    |                                                 |                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-------------------------------------------------|-----------------------------------------------------|
| NAME                                                                                                                                                               | QUALIFICATIONS                                     | PROFESSIONAL REGISTRATION NO. AND DATE OBTAINED | NO. OF YEARS SPECIFIED POST REGISTRATION EXPERIENCE |
|                                                                                                                                                                    | B. Sc. (Building Management)<br>MCIOB<br>SACPCMP   |                                                 | 18yrs.                                              |
| EVIDENCE OF EXPERIENCE<br>JOB TITLE AND PROJECT<br>DESCRIPTION SHOWING<br>EVIDENCE OF COMPLEXITY                                                                   | PROJECT VALUE                                      | CLIENT REFERENCE                                |                                                     |
| <b>EERSTE RIVER OFFICES<br/>+ PENTHOUSE SUITES;</b><br>• Prof. Man.<br>• Principal Agent<br>• Basement Parking<br>• Two Office floors,<br>Penthouse +<br>Basement. | <b>CONSTR. COST (Excl.)</b><br><b>R157,154,000</b> | COMPANY:<br>CONTACT P<br>CONTACT N<br>EMAIL ADD |                                                     |
| <b>43 PLEIN STREET,<br/>STELLENBOSCH;</b><br>• Prof. Man.<br>• Principal Agent<br>• Two Basement levels<br>• Retail level + two<br>office floors                   | <b>CONSTR. COST (Excl.)</b><br><b>R60,560,032</b>  | COMPANY:<br>CONTACT P<br>CONTACT N<br>EMAIL ADD |                                                     |
| <b>WUPPERTAL RESTORATION;</b><br>• Prof. Man.<br>• Principal Man. Agent<br>• Heritage<br>• Fire damaged Bldg - 11<br>for the M. Church of SA                       | <b>CONSTR. COST (Excl.)</b><br><b>R57,106,903</b>  | COMPANY:<br>CONTACT<br>CONTACT<br>EMAIL ADD     |                                                     |

Refer to personnel CVs for Assted Info

| 11.2 PRINCIPAL AGENT                                                                                 |                         |                                                                                              |                                                     |
|------------------------------------------------------------------------------------------------------|-------------------------|----------------------------------------------------------------------------------------------|-----------------------------------------------------|
| NAME                                                                                                 | QUALIFICATIONS          | PROFESSIONAL REGISTRATION NO. AND DATE OBTAINED                                              | NO. OF YEARS SPECIFIED POST REGISTRATION EXPERIENCE |
| [REDACTED]                                                                                           | B.Sc. (QS)              | [REDACTED]                                                                                   | 26                                                  |
| EVIDENCE OF EXPERIENCE: JOB TITLE AND PROJECT DESCRIPTION SHOWING EVIDENCE OF COMPLEXITY             | PROJECT VALUE           | CLIENT REFERENCE                                                                             |                                                     |
| Tygerberg Hospital Rehabilitation                                                                    | R600m                   | COMPANY: [REDACTED]<br>CONTACT P [REDACTED]<br>CONTACT N [REDACTED]<br>EMAIL ADDR [REDACTED] |                                                     |
| Melomed Tokai Hospital                                                                               | R220m                   | COMPANY: [REDACTED]<br>CONTACT P [REDACTED]<br>CONTACT N [REDACTED]<br>EMAIL ADDR [REDACTED] |                                                     |
| Shared Services Offices Buildings                                                                    | R105m                   | COMPANY: [REDACTED]<br>CONTACT P [REDACTED]<br>CONTACT N [REDACTED]<br>EMAIL ADDR [REDACTED] |                                                     |
| 11.3 ARCHITECT                                                                                       |                         |                                                                                              |                                                     |
| NAME                                                                                                 | QUALIFICATIONS          | PROFESSIONAL REGISTRATION NO. AND DATE OBTAINED                                              | NO. OF YEARS SPECIFIED POST REGISTRATION EXPERIENCE |
| [REDACTED]                                                                                           | B. Bdg. A.<br>B. Arch.  | [REDACTED]                                                                                   | 19 yrs.                                             |
| EVIDENCE OF EXPERIENCE: JOB TITLE AND PROJECT DESCRIPTION SHOWING EVIDENCE OF COMPLEXITY             | PROJECT VALUE           | CLIENT REFERENCE                                                                             |                                                     |
| CITY NORTH ELECTR. HOUSE, CAPE TOWN;<br>MULTI-STORY ADMIN. OFFICES, BOARD ROOMS, MEET ROOMS, STORAGE | [REDACTED]<br>R167,150M | [REDACTED]                                                                                   |                                                     |

Tender  
Part T2: Returnable Documents  
Reference No. 234C/2020/2

T2.2  
Returnable Schedules

Refer to personnel CVs for Added Info

|                                                                                                                                                                                                |                   |                                                                                                              |                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| And Workshops.<br>• car + truck Parts<br>• Civil Works                                                                                                                                         |                   | CONTACT NUMBER: [REDACTED]<br>EMAIL ADDRESS: [REDACTED]                                                      |                                                              |
| TECHNICAL TRAINING:<br>CENTRE, [REDACTED]<br>• Training Centre for the<br>Elect. Dept. Co CT<br>• 5 levels - lecture Rooms<br>+ Training Areas for<br>Elect. Apprentices<br>Training Programme | R118M.            | COMPANY: [REDACTED]<br>CONTACT PERSON: [REDACTED]<br>CONTACT NUMBER: [REDACTED]<br>EMAIL ADDRESS: [REDACTED] |                                                              |
| CAPETOWN STADIUM<br>SUITES; SEA POINT.<br>• Major Bldg. Works<br>• Alterations, Improve-<br>ments + modifications<br>to additional Suites<br>incl: IT + other works                            | R280M.            | COMPANY: [REDACTED]<br>CONTACT PERSON: [REDACTED]<br>CONTACT NUMBER: [REDACTED]<br>EMAIL ADDRESS: [REDACTED] |                                                              |
| <b>11.4 STRUCTURAL ENGINEER</b>                                                                                                                                                                |                   |                                                                                                              |                                                              |
| NAME                                                                                                                                                                                           | QUALIFICATIONS    | PROFESSIONAL<br>REGISTRATION<br>NO. AND DATE<br>OBTAINED                                                     | NO. OF YEARS<br>SPECIFIED POST<br>REGISTRATION<br>EXPERIENCE |
| [REDACTED]                                                                                                                                                                                     | B.Sc. Eng. (1983) | [REDACTED]                                                                                                   | 36 yrs.                                                      |
| EVIDENCE OF EXPERIENCE<br>FOR TITLE AND PROJECT<br>DESCRIPTION SHOWING<br>EVIDENCE OF COMPLEXITY                                                                                               | PROJECT VALUE     | CLIENT REFERENCE                                                                                             |                                                              |
| DEV. OF ORIGIN SHIP<br>RECYCLING FACILITY;<br>34 SOUTH - BFS;<br>• Structural designs<br>• other                                                                                               | R1.6 Billion      | COMPANY: [REDACTED]<br>CONTACT PERSON: [REDACTED]<br>CONTACT NUMBER: [REDACTED]<br>EMAIL ADDRESS: [REDACTED] |                                                              |
| Structural Engineering<br>for current Retail<br>Development;                                                                                                                                   | R300M.            | COMPANY: [REDACTED]<br>CONTACT PERSON: [REDACTED]<br>CONTACT NUMBER: [REDACTED]<br>EMAIL ADDRESS: [REDACTED] |                                                              |
| Structural Engineering<br>for a Hospital<br>Development;                                                                                                                                       | R15M.             | COMPANY: [REDACTED]<br>CONTACT PERSON: [REDACTED]                                                            |                                                              |

Tender  
Part T2 Returnable Documents  
Reference No: 2345/2020/2

T2.2  
Returnable Schedules

Refer to personnel CV's for Added Info

|                                                                                                              |                   |                                                   |                                                     |
|--------------------------------------------------------------------------------------------------------------|-------------------|---------------------------------------------------|-----------------------------------------------------|
|                                                                                                              |                   | CONTACT NUMBER                                    |                                                     |
|                                                                                                              |                   | EMAIL ADDRESS                                     |                                                     |
| <b>11.5 ELECTRICAL ENGINEER</b>                                                                              |                   |                                                   |                                                     |
| NAME                                                                                                         | QUALIFICATIONS    | PROFESSIONAL REGISTRATION NO. AND DATE OBTAINED   | NO. OF YEARS SPECIFIED POST REGISTRATION EXPERIENCE |
|                                                                                                              | Pr. Tech (Eng)    |                                                   | 30                                                  |
| EVIDENCE OF EXPERIENCE: JOB TITLE AND PROJECT DESCRIPTION SHOWING EVIDENCE OF COMPLEXITY                     | PROJECT VALUE     | CLIENT REFERENCE                                  |                                                     |
| National English Literary Museum Green Bldg 5 star LV, Bms, Load control security access control Ups etc..   | R127, 564, 879.00 | COMPANY: CONTACT P: CONTACT N: EMAIL ADDR:        |                                                     |
| Mosiensfontein Sewerage, Pump Station. ML, LV, Standby generator Telemetry flame-proof, areas VF drive etc.. | R46, 875, 501.00  | COMPANY: CONTACT P: Mr. G: CONTACT N: EMAIL ADDR: |                                                     |
| Upgrading of Staff Accom. Grey and Victoria Hospitals. convert houses + Nurse home etc..                     | R36, 399, 125.00  | COMPANY: CONTACT P: CONTACT N: EMAIL ADDR:        |                                                     |
| <b>11.6 MECHANICAL ENGINEER</b>                                                                              |                   |                                                   |                                                     |
| NAME                                                                                                         | QUALIFICATIONS    | PROFESSIONAL REGISTRATION NO. AND DATE OBTAINED   | NO. OF YEARS SPECIFIED POST REGISTRATION EXPERIENCE |
|                                                                                                              | B. Tech (Eng)     |                                                   | 12                                                  |
| EVIDENCE OF EXPERIENCE: JOB TITLE AND PROJECT DESCRIPTION SHOWING EVIDENCE OF COMPLEXITY                     | PROJECT VALUE     | CLIENT REFERENCE                                  |                                                     |

Tender  
Part T2: Returnable Documents  
Reference No. 2340/2020/2

T2.2  
Returnable Schedules

Refer to personnel CV's for Added Info.

|                                                                                          |                 |                                                                                              |
|------------------------------------------------------------------------------------------|-----------------|----------------------------------------------------------------------------------------------|
| Sewage Grit and Sludge Treatment Facility                                                | R28 256 204.00  | COMPANY: [REDACTED]<br>CONTACT P [REDACTED]<br>CONTACT N [REDACTED]<br>EMAIL ADDR [REDACTED] |
| NIH OR Tambo Clinics                                                                     | R104 797 687.10 | COMPANY: [REDACTED]<br>CONTACT P [REDACTED]<br>CONTACT N [REDACTED]<br>EMAIL ADDR [REDACTED] |
| Noziensfontein Pump station                                                              | R116 815 501.00 | COMPANY: [REDACTED]<br>CONTACT P [REDACTED]<br>CONTACT N [REDACTED]<br>EMAIL ADDR [REDACTED] |
| <b>11.7 QUANTITY SURVEYOR</b>                                                            |                 |                                                                                              |
| NAME                                                                                     | QUALIFICATIONS  | PROFESSIONAL REGISTRATION NO. AND DATE OBTAINED                                              |
| [REDACTED]                                                                               | Pr. QS          | [REDACTED]                                                                                   |
| EVIDENCE OF EXPERIENCE: JOB TITLE AND PROJECT DESCRIPTION SHOWING EVIDENCE OF COMPLEXITY |                 | NO. OF YEARS SPECIALISED REGISTRATION EXPERIENCE                                             |
| Cape Town Stadium                                                                        |                 | 18                                                                                           |
| PROJECT VALUE                                                                            |                 | CLIENT REFERENCE                                                                             |
| R300m                                                                                    |                 | [REDACTED]                                                                                   |
| Shared Services                                                                          | R255m           | COMPANY: [REDACTED]<br>CONTACT P [REDACTED]<br>CONTACT N [REDACTED]<br>EMAIL ADDR [REDACTED] |

Tender  
Part T2: Returnable Documents  
Reference No. 234C/2020/7

T2.2  
Returnable Schedule

Refer to personnel CV's for Added Info

|                                                                                          |                                                         |                                                                                                              |
|------------------------------------------------------------------------------------------|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| Melomed Tokai Hospital                                                                   | R220                                                    | COMPANY: [REDACTED]<br>CONTACT PERSON: [REDACTED]<br>CONTACT NUMBER: [REDACTED]<br>EMAIL ADDRESS: [REDACTED] |
| 11.8 LANDSCAPE ARCHITECT                                                                 |                                                         |                                                                                                              |
| NAME                                                                                     | QUALIFICATIONS                                          | PROFESSIONAL REGISTRATION NO. AND DATE OBTAINED                                                              |
| [REDACTED]                                                                               | SACLAP                                                  | [REDACTED]                                                                                                   |
| EVIDENCE OF EXPERIENCE: JOB TITLE AND PROJECT DESCRIPTION SHOWING EVIDENCE OF COMPLEXITY |                                                         | NO. OF YEARS SPECIFIED POST REGISTRATION EXPERIENCE                                                          |
| Non-Motorised Transport Study for GCT                                                    |                                                         | 20                                                                                                           |
| PROJECT VALUE                                                                            |                                                         | CLIENT REFERENCE                                                                                             |
| Non-Motorised Transport Study for GCT                                                    | R5m                                                     | COMPANY: [REDACTED]<br>CONTACT PERSON: [REDACTED]<br>CONTACT NUMBER: [REDACTED]<br>EMAIL ADDRESS: [REDACTED] |
| Tourism Infrastructure Design for various projects                                       | R60 000.00 -<br>R180 000.00 -<br>R700 000.00<br>etc..   | COMPANY: [REDACTED]<br>CONTACT PERSON: [REDACTED]<br>CONTACT NUMBER: [REDACTED]<br>EMAIL ADDRESS: [REDACTED] |
| Public Open Space and Parks Design for various projects                                  | R1.5m -<br>R600 000.00 -<br>R200 000.00 -<br>R1m etc... | COMPANY: [REDACTED]<br>CONTACT PERSON: [REDACTED]<br>CONTACT NUMBER: [REDACTED]<br>EMAIL ADDRESS: [REDACTED] |
| 11.9 PROFESSIONAL PLANNER / TOWN PLANNER                                                 |                                                         |                                                                                                              |
| NAME                                                                                     | QUALIFICATIONS                                          | PROFESSIONAL REGISTRATION NO. AND DATE OBTAINED                                                              |
| [REDACTED]                                                                               | SACPLAN                                                 | 565                                                                                                          |
|                                                                                          |                                                         | 42                                                                                                           |

Refer to personnel CV's for Added Info

| EVIDENCE OF EXPERIENCE:<br>JOB TITLE AND PROJECT<br>DESCRIPTION SHOWING<br>EVIDENCE OF COMPLEXITY | PROJECT VALUE       | CLIENT REFERENCE                                                 |
|---------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------|
| Spatial<br>Develop.<br>Frameworks<br>on various<br>projects                                       | TBC by<br>D. Larsen | COMPANY:<br>CONTACT PERSON:<br>CONTACT NUMBER:<br>EMAIL ADDRESS: |
| Affordable<br>and Subsidized<br>Housing for<br>various<br>projects                                | TBC by<br>D. Larsen | COMPANY:<br>CONTACT PERSON:<br>CONTACT NUMBER:<br>EMAIL ADDRESS: |
| Rezoning<br>for Commercial<br>for various<br>projects                                             | TBC by<br>D. Larsen | COMPANY:<br>CONTACT PERSON:<br>CONTACT NUMBER:<br>EMAIL ADDRESS: |

| LAND SURVEYOR |                |                                                          |                                                                |
|---------------|----------------|----------------------------------------------------------|----------------------------------------------------------------|
| NAME          | QUALIFICATIONS | PROFESSIONAL<br>REGISTRATION<br>NO. AND DATE<br>OBTAINED | NO. OF YEARS<br>SPECIALIZED POST<br>REGISTRATION<br>EXPERIENCE |
|               | ND: Surveying  |                                                          | 6                                                              |

| EVIDENCE OF EXPERIENCE:<br>JOB TITLE AND PROJECT<br>DESCRIPTION SHOWING<br>EVIDENCE OF COMPLEXITY | PROJECT VALUE                                     | CLIENT REFERENCE                                |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------------------------------|
| Topographical<br>Surveys for<br>Landfill Site<br>Audits over<br>w/c, EC, NC                       | +R 600 000.00<br>per year for the<br>last 4 years | COMPANY:<br>CONTACT P<br>CONTACT N<br>EMAIL ADD |
| Surveys for<br>Generator<br>of Fall Saver<br>pump stations                                        | +R 400 000.00                                     | COMPANY:<br>CONTACT P<br>CONTACT N              |

Tender  
Part T2: Returnable Documents  
Reference No. 234C/2020/21

T2.2  
Returnable Schedules

Refer to personnel CV's for Added Info

|                                                                                                  |                                       |                                                         |                                                              |
|--------------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------------------------|--------------------------------------------------------------|
|                                                                                                  |                                       | EMAIL ADDRESS:                                          |                                                              |
| Resignation of CoCT<br>Metroline<br>Infrastructure<br>PRASA                                      | +/ R650 000.00                        | COMPANY:<br>CONTACT P<br>CONTACT N<br>EMAIL ADDR        |                                                              |
| 11.11 QHS OFFICER                                                                                |                                       |                                                         |                                                              |
| NAME                                                                                             | QUALIFICATIONS                        | PROFESSIONAL<br>REGISTRATION<br>NO AND DATE<br>OBTAINED | NO. OF YEARS<br>SPECIFIED POST<br>REGISTRATION<br>EXPERIENCE |
|                                                                                                  | National Certif-<br>safety management |                                                         | 27                                                           |
| EVIDENCE OF EXPERIENCE<br>JOB TITLE AND PROJECT<br>DESCRIPTION SHOWING<br>EVIDENCE OF COMPLEXITY | PROJECT VALUE                         | CLIENT REFERENCE                                        |                                                              |
| Cape Town<br>Soccer<br>Stadium                                                                   | R3.6 Billion                          | COMPANY:<br>CONTACT P<br>CONTACT N<br>EMAIL ADDR        |                                                              |
| Khayelitsha<br>Rail<br>Extension                                                                 | R450M                                 | COMPANY:<br>CONTACT P<br>CONTACT N<br>EMAIL ADDR        |                                                              |
| Contract<br>820-MR<br>287                                                                        | R205M                                 | COMPANY:<br>CONTACT P<br>CONTACT N<br>EMAIL ADDR        |                                                              |

Refer to personnel CV's for Added Info

| 11/12 PUBLIC PARTICIPATION SPECIALIST                                                  |                |                                                 |                                                     |
|----------------------------------------------------------------------------------------|----------------|-------------------------------------------------|-----------------------------------------------------|
| NAME                                                                                   | QUALIFICATIONS | PROFESSIONAL REGISTRATION NO. AND DATE OBTAINED | NO. OF YEARS SPECIFIED POST REGISTRATION EXPERIENCE |
| [REDACTED]                                                                             | SAPPA          | [REDACTED]                                      | 40                                                  |
| EVIDENCE OF EXPERIENCE OR TITLE AND PROJECT DESCRIPTION SHOWING EVIDENCE OF COMPLEXITY | PROJECT VALUE  | CLIENT REFERENCE                                |                                                     |
| Rehabilitation & Upgrade of Roads in Imizama Yethu                                     | TBC            | COMPANY:                                        | [REDACTED]                                          |
|                                                                                        |                | CONTACT PERSON:                                 | [REDACTED]                                          |
|                                                                                        |                | CONTACT NUMBER:                                 | [REDACTED]                                          |
|                                                                                        |                | EMAIL ADDRESS:                                  | [REDACTED]                                          |
| TDA Infrastr Khayelitsha Mitchells Plain etc..                                         | R 750 000.00   | COMPANY:                                        | [REDACTED]                                          |
|                                                                                        |                | CONTACT PERSON:                                 | [REDACTED]                                          |
|                                                                                        |                | CONTACT NUMBER:                                 | [REDACTED]                                          |
|                                                                                        |                | EMAIL ADDRESS:                                  | [REDACTED]                                          |
| Stakeholder Mapping and Engagement Phase 2                                             | R 1 265 000.00 | COMPANY:                                        | [REDACTED]                                          |
|                                                                                        |                | CONTACT PERSON:                                 | [REDACTED]                                          |
|                                                                                        |                | CONTACT NUMBER:                                 | [REDACTED]                                          |
|                                                                                        |                | EMAIL ADDRESS:                                  | [REDACTED]                                          |

SIGNED ON BEHALF OF TENDERER:

FENG JU

Tender  
Part T2: Returnable Documents  
Reference No. 234C/2020/21

T2.2  
Returnable Schedules

The 'Key personnel CV's' as submitted by the contractor for tender 243C/2020/21, will be incorporated into this Memorandum of Agreement by the mere reference thereof.

## PART 9- SUPPORT RESOURCES

CITY OF CAPE TOWN

TRANSPORT: TRANSPORT PLANNING

CONTRACT NO. 2340/2020/21

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN & CONSTRUCTION OF IRT PHASE 2A INFRASTRUCTURE: STATIONS, FOR A PERIOD NOT EXCEEDING TEN (10) FINANCIAL YEARS

### SCHEDULE 12: SUPPORT RESOURCES

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

| STRUCTURAL ANALYSIS SOFTWARE PACKAGE/S AVAILABLE FOR USE                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                 |                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|------------------------------------|
| NAME OF PACKAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | DESCRIPTION                                                                                     | CURRENTLY OWNED, LICENCED OR OTHER |
| <ul style="list-style-type: none"> <li>Autodesk AutoCAD, Revit, BIM drafting software</li> <li>MS Office Suite or other Microsoft Office compatible project administration software</li> <li>Civil Engineering Design Software (Civil Designer, Civil 3D, etc.)</li> <li>Software for presentations</li> <li>Software for scheduling/Gantt Chart type program generation</li> <li>Project server for project data storage and coordination purposes, for the project team and client access</li> </ul> | <p>Tenderer Input:</p> <p style="text-align: center; font-size: 1.2em;">PLEASE SEE ATTACHED</p> |                                    |

SIGNED ON BEHALF OF TENDERER:

CEBESA ARCHITECTS (PTY) LTD

Tender  
Part T2: Returnable Documents  
Reference No. 2340/2020/21

T2.2  
Returnable Schedules

## Ebese Architects (Pty) Ltd

Western Cape & Gauteng Branch

2021/01/20

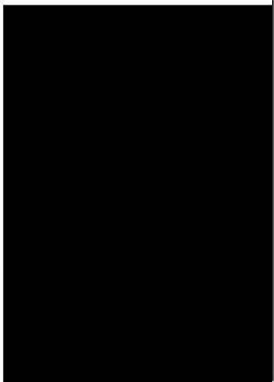
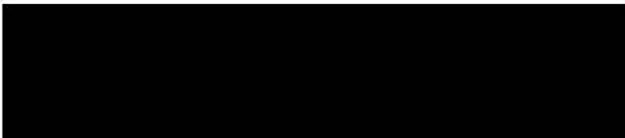
| Computer Hardware / Software Log          | Owned by Tenderer | Availability to Project |
|-------------------------------------------|-------------------|-------------------------|
| <b>Servers:</b>                           | 4                 | Full Time               |
| <b>Workstations:</b>                      | 22                | Full Time               |
| <b>Laptops:</b>                           | 3                 | Full Time               |
| <b>Operating Systems:</b>                 |                   |                         |
| Microsoft Small Business Server           | 1                 | Full Time               |
| Windows 7 Professional                    | Yes               | Full Time               |
| Microsoft Security Essentials             | Yes               | Full Time               |
| <b>Plotters / Printers:</b>               |                   |                         |
| HP DesignJet Plotters (A0)                | 2                 | Full Time               |
| Olivetti MFPC Printer/Copier/Scanner (A3) | 4                 | Full Time               |
| Samsung Colour Laser Printer (A4)         | 4                 | Full Time               |
| <b>Office Software:</b>                   |                   |                         |
| Microsoft Office 2007/2019 Suite          | Yes               | As required             |
| - Word, Excel, Powerpoint, Outlook        | Yes               | As required             |
| Microsoft Project 2007-2019               | 2                 | As required             |
| Google Earth Pro                          | Yes               | As required             |
| Auto-Emailer                              | Yes               | As required             |
| SpecExport                                | Yes               | As required             |
| Smartsheet Online Collaboration Tool      | Yes               | As required             |
| <b>CAD Software:</b>                      |                   |                         |
| Autodesk AutoCAD 2019-2021                | Yes               | As required             |
| Autodesk Revit (BIM) 2019-2021            | Yes               | As required             |
| Autodesk 3ds Max 2019-2021                | Yes               | As required             |
| Autodesk AutoCAD LT 2011-2021             | Yes               | As required             |
| Sketchup Pro 2015-2020                    | Yes               | As required             |
| AutoSpec                                  | Yes               | As required             |
| <b>Other Software:</b>                    |                   |                         |
| Quicken Accounting                        | Yes               | As required             |
| Sage Pastel Accounting                    | Yes               | As required             |
| Sage Pastel Payroll & HR                  | Yes               | As required             |
| DocMan Document Management Solution       | Yes               | As required             |
| MapSource GPS                             | Yes               | As required             |
| Various design aids all disciplines       | Yes               | As required             |



**NARKER & ASSOCIATES**  
QUANTITY SURVEYORS • PROJECT CONSULTANTS



| NARKER & ASSOCIATES     |                         |                 |
|-------------------------|-------------------------|-----------------|
| SOFTWARE PACKAGES:      |                         |                 |
| NAME OF PACKAGE         | DESCRIPTION             | CURRENTLY OWNED |
| WINQS                   | BILL PRODUCTION SUITE   | YES             |
| DIMX                    | ELECTRONIC MEASUREMENT  | YES             |
| MICROSOFT OFFICE SUITES | WORD, EXCEL, POWERPOINT | YES             |



CITY OF CAPE TOWN

TRANSPORT: TRANSPORT PLANNING

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INFRASTRUCTURE: STATIONS, FOR A PERIOD NOT EXCEEDING TEN (10) FINANCIAL YEARS

**SCHEDULE 12: SUPPORT RESOURCES**

The tenderer is referred to clause C.2.1.4.3 of the Tender Data and shall state below what drawing, administrative, project management, presentation and 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.

| STRUCTURAL ANALYSIS SOFTWARE PACKAGE/S AVAILABLE FOR USE                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                   |                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|------------------------------------|
| NAME OF PACKAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | DESCRIPTION                                                       | CURRENTLY OWNED / LICENSED / OTHER |
| <ul style="list-style-type: none"><li>Autodesk AutoCAD, Revit, BIM drawing software</li><li>MS Office Suite or other Microsoft Outlook, Microsoft Project, administration software</li><li>Civil Engineering Design Software (Civil Designer, Civil 3D etc.)</li><li>Software for presentations</li><li>Software for schedule/Gantt Chart type program generation</li><li>Project server for project data storage and coordination purposes, for the project team and client access.</li></ul> | <p>Tenderer Input:</p> <p>MS OFFICE SUITES</p> <p>SMARTSHEETS</p> | <p>LICENSED</p> <p>LICENSED</p>    |

SIGNED ON BEHALF OF TENDERER:

GOAL ZERO PROJECTS (PTY) LTD

Tender:  
Part T2: Returnable Documents  
Reference No. 234C/2020/21

T22  
Returnable Schedules

CITY OF CAPE TOWN

TRANSPORT: TRANSPORT PLANNING

CONTRACT NO. 234C/2020/21

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF THE DESIGN & CONSTRUCTION OF IRT PHASE 2A  
INFRASTRUCTURE: STATIONS, FOR A PERIOD NOT EXCEEDING TEN (10) FINANCIAL YEARS

**SCHEDULE 12: SUPPORT RESOURCES**

The tenderer is referred to clause C.2.1.4.3 of the Tender Data and shall state below what drawing, administrative, project management, presentation and 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.

| STRUCTURAL ANALYSIS SOFTWARE PACKAGES AVAILABLE FOR USE                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                             |                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| NAME OF PACKAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | DESCRIPTION                                                                                                                                                                                 | CURRENTLY OWNED/LICENCED OR OTHER                    |
| <ul style="list-style-type: none"><li>Autodesk AutoCAD, Revit, BIM drafting software</li><li>MS Office Suite or other Microsoft Outlook compatible project administration software</li><li>Civil Engineering Design Software (Civil Designer, Civil 3D, etc.)</li><li>Software for presentations</li><li>Software for schedule/Gantt Chart type program generation</li><li>Project server for project data storage and coordination purposes, for the project team and client access</li></ul> | <p>Tenderer Input:</p> <p>12 x Desktop Laptops</p> <p>1x Laminating Machine</p> <p>1x Kyocera C130i Printer (copies, scan and fax)</p> <p>1x Adobe Reader Photo Shop (Reports, Editing)</p> | <p>OWNED</p> <p>OWNED</p> <p>RENTAL</p> <p>OWNED</p> |

SIGNED ON BEHALF OF TENDERER

Tender  
Part T2: Returnable Documents  
Reference No. 234C/2020/21

T2.2  
Returnable Schedules

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## PART 10 - SCHEDULE OF SUB CONTRACTORS

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| SUB-CONTRACTOR                                 | COMPANY NAME                                                  |
|------------------------------------------------|---------------------------------------------------------------|
| Structural Engineers                           | Denith Africa Pty (Ltd)                                       |
| Electrical and Mechanical Engineering Services | Ketshana Consulting Engineers                                 |
| Profession Townplanning Services               | Nuplan Africa (Town & Urban Planners)                         |
| Landscape Architect Services                   | Viridian Consulting Landscape Architects Pty (Ltd)            |
| Land Surveying Services                        | Tess CC                                                       |
| Public Participation Specialist                | Umtha Strategy Planning and Development Consultancy Pty (Ltd) |

The Cv's attached to the 'Schedule of Sub Contractor', as submitted by the Contractor for tender 243C/2020/21, will be incorporated into this Memorandum of Agreement by the mere reference thereof.