



**CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD**

Making progress possible. Together.

MEMORANDUM OF AGREEMENT

FOR THE

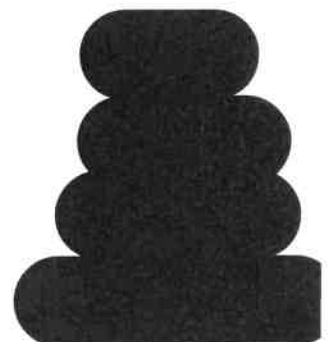
**APPOINTMENT OF FOUR (4) REGIONAL TEAMS OF
MULTIDISCIPLINARY PROFESSIONAL CONSULTANTS TO
UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT AND
CONSTRUCTION MONITORING SERVICES RELATING TO HUMAN
SETTLEMENTS WITHIN THE CITY OF CAPE TOWN**

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

OWS CIVILS (PTY) LTD



PREAMBLE

WHEREAS Tender 260C/2020/21 was awarded to **OWS Civils (Pty) Ltd** in line with resolution **SCMB 89/09/2022** dated **26 September 2022**, for the Appointment of (4) Four Regional Teams of Multidisciplinary Professional Consultants to undertake the Planning, Design, Procurement and Construction Monitoring Services, relating to Human Settlements within the City of Cape Town, for a period of eighty four (84) months, from 01 July 2023 (subject to approval of an MFMA section 33 process).

AND WHEREAS it is recorded that this Contract will be governed by the provisions of the General Conditions of Contract, the Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015), as published by the Construction Industry Development Board provisions of General Conditions of Contract for the Supply of Goods and Services, Revised July 2010 ("GCC") which can be obtained from the Construction Industry Development Board's website www.cidb.org.za, ("GCC"), read with the Contract Specific Data ("SCC") annexed hereto marked **"PART C1.2: CONTRACT DATA"**.

AND WHEREAS work will be allocated in accordance with clause C2.2 (Activity Schedule) of the tender document, extracted as follows:

"Fee Per Erf

Based upon the Fee Per Erf submitted, the Employer will be awarding the four regions/areas amongst the four highest ranking tenderers. The ranking will be based upon Price and Preference of all responsive Tenderers, as follows:

- *The highest ranked tenderer will be awarded the region/area with the most number of estimated housing opportunities*
- *The 2nd highest ranked tenderer will be awarded the region/area with the second most number of estimated housing opportunities*
- *The 3rd highest ranked tenderer will be awarded the region/area with the third most number of estimated housing opportunities*
- *The 4th highest ranked tenderer will be awarded the region/area with the fourth most number of estimated housing opportunities*

Should any of the four service providers be unable to complete their current work, or undertake any new work in their regional area, the Employer will ascertain the current work load of the 3 other

service providers and based thereupon, issue a works project package to the service provider in order of their ranking and deemed to have the capacity to undertake the additional work."

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

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

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

2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Parts attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:
 - 2.1.1. the Form of Offer and Acceptance,
 - 2.1.2. the Contract Specific Data within the Contract Data,
 - 2.1.3. the General Conditions of Contract
 - 2.1.4. the Scope of Work, and
 - 2.1.5. the Pricing Data.
- 2.2. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

3. APPOINTMENT AND DURATION

- 3.1. The Employer hereby appoints the **Service Provider** to perform the Scope of Work for the Employer from 01 July 2023.

- 3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall be for eighty four (84) months from date of commencement of contract (subject to approval of an MFMA section 33 process).

4. MUTUAL GOOD FAITH / CO-OPERATION

- 4.1. The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.
- 4.2. The Parties shall at all times during the continuance of this Contract observe the principles of good faith towards one another in the performance of their obligations in terms of this Contract.

5. OBLIGATIONS OF THE EMPLOYER

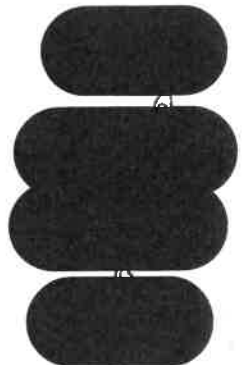
- 5.1. The Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**PART C3: SCOPE OF WORK**), subject to the satisfactory fulfilment of the obligations by the Contractor as set out in this Contract.
- 5.2. The Employer shall monitor and evaluate the Service Provider's performance in respect of the Scope of Work.

6. OBLIGATIONS OF THE SERVICE PROVIDER

- 6.1. The Service Provider hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work (**PART C3: SCOPE OF WORK**).
- 6.2. The Service Provider will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 6.3. The Service Provider will ensure that the Works will be of a satisfactory quality and fit for purpose.
- 6.4. The Service Provider shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.
- 6.5. The Service Provider will not conduct any activity of whatsoever nature which may be detrimental to the Employer's reputation and goodwill.

7. PRICING DATA

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



CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE – HOUSING DEVELOPMENT DEPARTMENT

CONTRACT NO. 280C/2021/22

APPOINTMENT OF FOUR (4) REGIONAL TEAMS OF MULTIDISCIPLINARY PROFESSIONAL CONSULTANTS TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT AND CONSTRUCTION MONITORING SERVICES RELATING TO HUMAN SETTLEMENTS WITHIN THE CITY OF CAPE TOWN

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 2a: National Treasury Central Supplier Code (CSC) number:

Section 2b: SARS Tax Compliance Status (TCO) number:

Section 3: cidb registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

N/A

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

Section 5: Particulars of company

Company registration number:

Close corporation number:

Tax reference number:

Section 6: Foreign Bidding Suppliers

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

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

Questionnaire to Bidding Foreign Suppliers

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

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

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

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

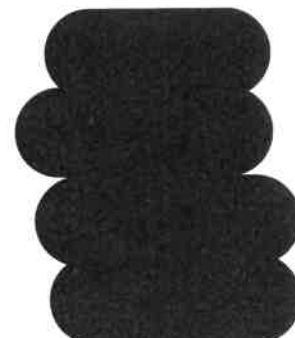
e) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☒ No

Tender Part T2: Returnable Documents 48 T2.2

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

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

SIGNED ON BEHALF OF TENDERER:



PART C1 : AGREEMENTS AND CONTRACT DATA

Part C1.1: Offer and acceptance

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE – HOUSING DEVELOPMENT DEPARTMENT

CONTRACT NO. 260C/2021/22

APPOINTMENT OF FOUR (4) REGIONAL TEAMS OF MULTIDISCIPLINARY PROFESSIONAL CONSULTANTS TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT AND CONSTRUCTION MONITORING SERVICES RELATING TO HUMAN SETTLEMENTS WITHIN THE CITY OF CAPE TOWN

C1.1 Form of Offer and Acceptance

Offer

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

CONTRACT 260C/2021/22: APPOINTMENT OF FOUR (4) REGIONAL TEAMS OF MULTIDISCIPLINARY PROFESSIONAL CONSULTANTS TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT AND CONSTRUCTION MONITORING SERVICES RELATING TO HUMAN SETTLEMENTS WITHIN THE CITY OF CAPE TOWN

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

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

The completed Fee per Erf (excluding VAT, as contained in Part C1.2 Pricing Data, shall form the tender offer. These rates shall be multiplied, as applicable, by the quantities required in respect of relevant items to develop individual Works Projects, to be allocated in accordance with the procedures described in Part C1.2 Contract Data in this Contract document.

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

Signature(s)

Name(s)

Capacity

for the tenderer

(Name of organization/tenderer)

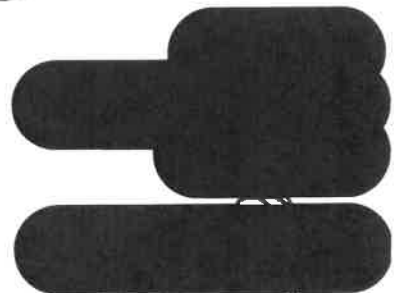
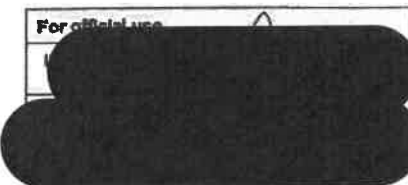
(Address of organization/tenderer)

Name and
signature
of witness

Date

Tender
Part T2: Returnable Documents
Reference No. 260C/2021/22

36



Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when 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.

This agreement constitutes a framework contract for the purposes of developing Individual Works Projects to be allocated in terms of the procedures described in the contract

Part C1.1: Offer and acceptance (continued)

Acceptance

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

The terms of the contract, are contained in:

Part C1:	Agreements and contract data, (which includes this agreement)
Part C2:	Pricing data
Part C3:	Scope of work
Part C4:	Site information

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

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

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

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

The Parties	Employer	Service Provider
Business Name	City of Cape Town	OWS Civils (Pty) Ltd
Business Registration	Not Applicable	
Tax number (VAT)		
Physical Address	12 Hertzog Boulevard Cape Town 8000	
Accepted contract sum including tax	Rates Based	
Accepted contract duration	Eighty four (84) months from 01 July 2023 (subject to approval of an MFMA section 33 process).	
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

Schedule of Deviations



Schedule of Deviations

Notes:

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

1 Subject NONE
Details
.....
.....
.....

2 Subject
Details
.....
.....
.....

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

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



Part C1.2: Contract Data

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

Data Protection

The Contractor acknowledges that during the course of the performance of the services, it and its employees, representatives and/or sub-contractors may gain access to and become acquainted with the Personal Information and/or Special Personal Information and children's information (collectively, "Personal Information") (as these terms are defined or explained in the Protection of Personal Information Act 4 of 2013, as amended from time to time, referred to as "**POPIA**"), of the Employer, its employees, clients, representatives, sub-contractors and/or suppliers. The Contractor will, and will procure that its employees, representatives and sub-contractors, treat such Personal Information as confidential and respect the privacy of the Employer, its employees, clients, representatives, sub-



contractors and/or suppliers.

The Contractor further acknowledges that during the course of the performance of the services, it and its employees, representatives and/or sub-contractors may also be required to collect, use or process the Personal Information of the Employer and/or its employees, clients, representatives, sub-contractors and/or suppliers and, when doing so, will comply, and will procure that they comply, with (i) the conditions of lawful processing as set out in terms of POPIA and other applicable laws and regulations; (ii) the Privacy Notice and (iii) the Employer's data protection procedures;

The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This may include the cross-border transfer of Personal Information and/or Special Personal Information (including children's information) from time to time. The Contractor acknowledges that it has read and understood this, the Employer's Privacy Notice and the Employer's Supply Chain Management Policy and hereby consents to the Employer, its employees and/or representatives and/or subcontractors Processing its Personal Information for those purposes and/or as otherwise contemplated herein.

The Contractor agrees and undertakes to procure that its employees and/or representatives and/or subcontractors are made aware that the Employer may process their Personal Information from time to time as envisaged herein.

The Contractor hereby warrants in favour of, and represents to, the Employer, its employees, representatives and sub-contractors, that the Contractor and its employees, representatives and sub-contractors are permitted to Process the Personal Information, which they have and/or will Process in, and in relation to, this tender and agreement, including but not limited to the disclosure of the Personal Information herein and irrevocably undertake to comply with all applicable laws in this regard and will procure that their employees, representatives and sub-contractors also so comply.

The Contractor hereby indemnifies and holds each of the Employer, its employees, representatives and subcontractors harmless against all claims, losses, damages and costs relating to the Processing of Personal Information by the Contractor, its employees, representatives and/or sub-contractors.

In order to comply with section 19 read with section 21 of POPIA to the extent that the Contractor processes Personal Information for which it is the Operator and the Employer is the Responsible Party under POPIA, the parties agree and the Contractor irrevocably undertakes that it shall:

only Process Personal Information on behalf of the **Employer** if (i) the processing of such information is within the knowledge or authorisation of the **Employer**, (ii) it treats the Personal Information which comes to its knowledge as confidential and does not disclose it, and (iii) the Processing is done in a lawful and reasonable manner, and only to the extent required to execute the services, or to provide the goods, or to perform its obligations pursuant to the agreement;

put in place, and at all times maintain, appropriate, reasonable, technical and organisational measures to ensure the protection and confidentiality of the Personal Information that it, or its employees, its representatives, its sub-contractors and other authorised individuals come into contact with pursuant to the agreement;

do all such things as are necessary to prevent the: (i) loss of, damage to, and/or unauthorised destruction of Personal Information; and (ii) unlawful access to or processing of personal information;

notify the **Employer** immediately where there are reasonable grounds to believe that the Personal Information in its possession has been accessed or acquired by any unauthorised person;

at all times comply with the provisions of POPIA, its regulations and any applicable codes of conduct, as well as the **Employer's Privacy Notice**;

give the **Employer** reasonable access to its premises, systems and processes to enable the **Employer** to inspect

same and conduct a data protection compliance audit thereof from time to time on receipt of request from the **Employer** and *undertakes to give its full co-operation in this regard*; upgrade, adapt and/or change its systems and processes upon request from the **Employer** from time to time, to meet the security standards reasonably required by the **Employer** as the Responsible Party in terms of POPIA.

The Contractor hereby indemnifies and holds the Employer harmless against all claims, losses, damages and costs of whatsoever nature suffered by the Employer arising from or in relation to the Contractor's (and/or its employees', representatives' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

The Employer's Information Officer who is responsible for overseeing questions in relation to data protection may be contacted at Popia@capetown.gov.za.

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:

84 months from contract commencement date

A breakdown of this period into the stages below will be discussed and agreed in each Works Project/Instruction to Perform Work (IPW)

Stage 1: Inception

Stage 2: Concept and Viability

Stage 3: Design and Development

Stage 4: Documentation and Procurement

Stage 5: Construction

Stage 6: Close Out

Ad-Hoc Services

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

The project is the **APPOINTMENT OF FOUR (4) REGIONAL TEAMS OF MULTIDISCIPLINARY PROFESSIONAL CONSULTANTS TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT AND CONSTRUCTION MONITORING SERVICES RELATING TO HUMAN SETTLEMENTS WITHIN THE CITY OF CAPE TOWN**

*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:

Clause 1.1.1.7:

Add the following after "Contract" and before "means":

, also referred to as Framework Contract or term tender contract,

Add the following after "Acceptance,":

including, if applicable, the Form of Offer and Acceptance in a Works Project contract document, in which case

"Contract" includes the Works Project contract,

Clause 1.1.1.11:

Add the following after "Acceptance":

... of a Works Project.

The Contract Sum for each Works Project is expected to exceed R3 million (including contingencies and VAT).

Clause 1.1.1.13:

The Defects Liability Period is 12 months per Works Project.

Clause 1.1.1.14:

Delete "Commencement Date" and replace with:

date specified in the Works Project contract for commencement with Works execution,

The time for achieving Practical Completion, inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1), will be determined for each Works Project as specified in the Works Project contract document.

Clause 1.1.1.15:

The **Employer** is the CITY OF CAPE TOWN, represented by the Director: Housing Development or such other Director named in the Works Project contract document(s), and/or such other person or persons duly authorised thereto by the Employer in writing.

The name of the Employer is: CITY OF CAPE TOWN
HUMAN SETTLEMENTS DIRECTORATE: HOUSING DEVELOPMENT

DEPARTMENT

and is referred to in the Contract documents by the terms "Employer", "City of Cape Town" or "Council" as the context provides.

Clause 1.1.1.16:

Add the following after "Contract Data":

in the Works Project contract document,

The name of the Employer's Agent will be stated in the Works Project contract document(s) and who may be an employee of the Employer or, alternatively, may be an independent agent appointed by the Employer.

Clause 1.1.1.20

Add the following after "Contract":

and also includes the Form of Offer and Acceptance applicable in each Works Project contract document.

Clause 1.1.1.26:

The Pricing Strategy is a Re-measurement Contract.

Clause 1.1.1.28:

The Scope of Work in this Framework Contract document is applicable, as relevant, together with the project specific Scope of Work in each Works Project contract document.

Clause 1.1.1.33:

The "Works" applies to the Works Projects individually or as a whole, as the context provides.

Add the following Clauses after Clause 1.1.1.34:

- 1.1.1.35 "Drawings" means all drawings, calculations and technical information forming part of the Contract documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent.
- 1.1.1.36 "Framework Contract" means the Contract as defined in Clause 1.1.1.7; and "Framework Contract Period" means the period stated in the Contract Data, during which Works Projects may be allocated to the Contractor and for which Purchase Orders may be raised (issued) provided that such orders be completed prior to the expiry of the period; provided that the Framework Contract shall continue to remain in force after the expiration of the Framework Contract Period until the Final Approval Certificate has been issued by the Employer's Agent for the last outstanding Works Project at the expiration of the Defects Liability Period of that Works Project.
- 1.1.1.37 "Framework Contract Manager" means the person named as the Framework Contract Manager in the Contract Data or any other person appointed from time to time by the Employer and of whom the Contractor is notified, in writing, to act as Framework Contract Manager for the purposes of the Contract as substitute for the Framework Contractor Manager so named.

The function of the Framework Contract Manager is to administer the Framework Contract, and such functions as would normally fall to the Employer's Agent in accordance with the provisions of the Framework Contract, shall be undertaken by the Framework Contract Manager in this regard.

The Framework Contract Manager shall be an employee of the Employer, authorised as its representative to administer the Framework Contract, and all references to "Employer's Agent" in the Contract shall apply to the Framework Contract Manager in respect of his/her administering the Framework Contract.

The Framework Contract Manager is:

Name:

[REDACTED]
Housing Development
Human Settlements Directorate:
City of Cape Town

Address:

Civic Centre
12 Hertzog Boulevard
Cape Town 8001
[REDACTED]

1.1.1.38 **"Letter of Notification"** means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of a successful tenderer's Offer and no rights shall accrue.

1.1.1.39 **"Panel"** means a number of contractors, of which the Contractor is one, appointed by the Employer under the Framework Contract to be available to execute Works Projects as and when they arise.

1.1.1.40 **"Purchase Order"** means the official purchase order created and released on the City of Cape Town's SAP System.

1.1.1.41 **"Schedules of Rates"** means, in this Framework Contract document, the document so designated in the Pricing Data, and which will be used to compile Bills of Quantities in the Works Project contract document(s).

1.1.1.42 **"Works Project"** means a part of the Works to be performed (task) by a Contractor under the Contract, the specific terms, conditions and scope of the Works Project contract being specified in a Works Project contract document.

1.1.1.43 **"Works Project Acceptance/Refusal Notice"** means the formal notification, signed by the successful tenderer/prospective Contractor and sent to the Employer, of his decision to accept/refuse the opportunity afforded to participate further in the Contractor appointment procedure for a Works Project as specified in the Contract.

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: Housing Development**.

The address for receipt of communications is:

Telephone: [REDACTED]

E-mail: [REDACTED]

Postal Address: PO Box 298

Address: CAPE TOWN
8000

Physical Address: Tower Block
Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

Clause 3.4.1:

Add the following to the first sentence:

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

when: a) hand delivered – on the working day of delivery

b) sent by registered mail – five (5) working days after mailing

c) sent by email or telefax – one (1) working day after transmission

Clause 3.5:

Add the following:

The location for the performance of the Project will be the **LOCAL OFFICE** of the service provider, together with the site of the proposed projects situated within the City of Cape Town Municipal area. Key personnel will be expected to work out of the local office as the exigencies of this contract require. The address of

the local office will be that as indicated on Schedule 1, Part T2.2: Returnable Schedules, and which will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission

Clause 3.9.1:

Add the following after f):

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

Clause 3.9.2:

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

Add the following at the end of the clause:

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

Clause 3.9.3:

Delete the clause and replace with the following:

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

Clause 3.9.2:

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

Clause 3.9.3:

Add the following:

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

Clause 3.12

Delete the heading and replace with "Penalties and fines"

Clause 3.12.1

Add the following:

The penalty amount per day is as follows:



CALCULATION OF PENALTY PER DAY (EXCLUDING VAT) IN RESPECT OF A WORKS PROJECT/IPW		RATE PER R100 OF ESTIMATE	
1	month	27,5	cents
1,5	months	22	cents
2	months	16,5	cents
2,5	months	13,5	cents
3	months	11	cents
3,5	months	9,5	cents
4	months	8,5	cents
4,5	months	7,5	cents
5	months	6,25	cents
6	months	5,75	cents
7	months	4,75	cents
8	months	4	cents
9	months	3,75	cents
10	months	3,5	cents
11	months	3	cents
12	months	2,75	cents
14	months	2,5	cents
15	months	2,25	cents
16	months	2	cents
18	months	1,75	cents
20	months	1,5	cents
21	months	1,5	cents
24	months	1,25	cents
30	months	1	cent
36	months	1	cent
42	months	1	cent

PENALTY PER DAY ROUNDED OFF AS FOLLOWS:

R 0	–	R 500	nearest R 5
R501	–	R 1 000	nearest R 10
R1001	–	R 5 000	nearest R 50
R5001 and above			nearest R 100

EXAMPLE

Estimated contract value = R2 500 000 (excluding VAT)

Contract period = 12 Months

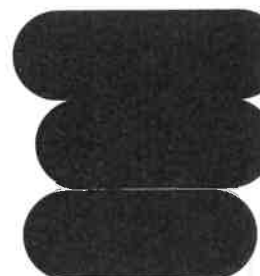
= R2 500 000 x 0.0275/100

= R687.50 per day

PENALTIES ON CONTRACTS IN PHASES

Penalties must be calculated proportionally on the estimated contract value of each phase.

The maximum penalty amount is as follows:



To be indicated in each works project

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.

It is brought to the attention of the tenderer that the estimated duration of any IPW could be up to 42 months from date of commencement. In addition, the tenderer should note that the rates submitted will be fixed for the duration of the contract period. However, should the National Government's Human Settlements Department increase the indirect cost for municipal engineering services of a serviced stand and the indirect cost for a Housing Subsidy Quantum, applications for these additional fees will be applied for and if successful, application will be made to increase the tenderers priced fee on a pro rata basis.

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.

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

Add the following clause after clause 3.16

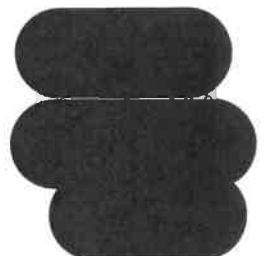
3.17.1 General

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

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

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

3.17.2 Variations in Rates of Exchange



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

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

3.17.3 Variations in Customs Surcharge and Customs Duty

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

3.17.4 Value of Imported resources at Base Date

- 3.17.4.1 The Rand value of imported resources inserted in the schedule titled **Price Basis for Imported Resources** (column (F)) shall be the value in foreign currency (column (A)) converted to South African



Rand (column (C)) by using the closing spot selling rate quoted by Council's main banker, Nedbank, on the Base Date rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

3.17.5 Variation in labour and material costs of imported resources

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

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

Clause 4.7:

Add the following:

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

Clause 5.4.1:

Add the following:

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

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

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

Clause 5.4.2 Add

the following:

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

Add the following clause after Clause 5.4.2:

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

Clause 5.5:

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

- a) Replacing any of the key personnel listed at the time of tender.
- b) Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract.
- c) Making a material change, addition or omission from the approved designs.

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

Clause 6.4:

Add the following clause after Clause 6.3:

6.4 Conflict of interest

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

Clause 7.1.2

Add the following:

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

Clause 7.2.1:

Add the following:

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

Clause 8.1:

Add the following:

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

Clause 8.4.1:

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

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

Clause 8.4.3(c):

Add the following:

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



Clause 8.4.4:

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

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

Add the following after clause 8.4.5:

Clause 8.4.6

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

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

Clause 9:

Delete the clause and replace with the following:

- 9.1 The Service Provider acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 9.2 The Service Provider hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 9.3 The Service Provider shall, and warrants that it shall:
 - 9.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
 - 9.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the Service Provider produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
 - 9.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
 - 9.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer's Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the Service Provider from time to time;
 - 9.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 9.3.1 to 9.3.3 above;

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

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

Clause 11.1:

Add the following:

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

Clause 12.1.2:

Add the following:

Interim settlement of disputes is to be by mediation

Clause 12.2.1:

Add the following:

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

Clause 12.2.4:

Add the following:

Final settlement is by litigation.

Clause 12.3.3:

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

Clause 13.1:

Add the following clause after Clause 13.1.3:



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

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

Clause 13.4:

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

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

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

Clause 13.7.3:

Add the following clause after Clause 13.7.2:

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

Clause 14.5:

Add the following new clause after Clauses 14.4:

Clause 14.5: Tax Invoices

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

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

Clause 14.6: More frequent payments

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

Clause 15:

Add the following:

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

Clause 16

The services to be provided in terms of this contract are inextricably linked to the Employer's three-year capital budget, and it should be noted that while the Employer has every intention of completing the full Scope of Work making full use of the budget allocation, the Employer's budget is subject to periodic review. Should it become necessary to vary the scope of work or even suspend or terminate this contract, such variation, suspension or termination shall be dealt with in accordance with the provisions of this document.

Part 2: Data provided by the Service Provider

The Service Provider is:

Postal Address:
Physical Address:
Telephone:
Facsimile:
Email:.....

The authorised and designated representative of the Service Provider is:

Name:
The address for receipt of communication is:
Address:
Telephone:
Facsimile:
Email:.....

SIGNED ON BEHALF OF TENDERER:

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

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.

Percentage Fee: The agreed fee for a service, the extent of which is described in the Scope of Work, expressed as a percentage of a construction contract value or part thereof.

3. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. If a nil rate (i.e. "nil" or "0.00") is entered against an item, it will be considered that there is no charge for that particular item. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.**
4. The rates 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, printing, travelling and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. The 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.
Only one rate per item may be tendered. A percentage fee tendered on a sliding scale will make the tender non-responsive.
6. Where the estimated construction value is broken up into component parts for the purposes of determining fees in respect of different disciplines, the "make-up" of each component is described in the Scope of Work.
- 7 The following tables shall be used for proportioning the tendered fee for each discipline, over the various stages of the services:

1. Principal Agent/Lead Consultant	Percentage points for each stage
Stage of Services	100
Submission of Project Programme	5
Establishment of Housing Project Steering Committee	5
Completion of pre-planning studies such as TIA	5
Environmental Authorisation	5
Town Planning Authorisation	5
Approval of General Plan	5
USDG Project Funding Approval	5
Approval of Detailed Design Drawings	5
Tender Approval	5
Construction Commencement	5
Civil works 50% complete	5
Civil works 100% complete	5
Civils Works Completion Certificate	5
Topstructure Tender approval	5
Topstructure Contractor Commencement	5
Topstructures 50% complete	5
Topstructures 100% completed	5
Beneficiary Administration 100% complete	5
Topstructures Works Completion Certificate	5
Close-Out Report	5
Total	100
2. Civil/Structural Engineer:	Percentage points for each stage
Stage of Services	100
Preliminary design	10
USDG Project Funding Application	5
Approval of final design	20
Tender documentation & tender process	20



Construction site monitoring	30
Completion certificates	5
Final completion certificate and hand-over	5
Submission of As-built drawings	5
Total	100
3. Geotechnical Engineer:	Percentage points for each stage
Stage of Services	100
Preliminary Geotechnical Investigation Report	20

Phase 1 Geotechnical Investigation Report	35
USDG Funding Application Approval	5
Phase 2 Geotechnical Investigation	35
100 % Civil Engineering Services completion	5
Total	100

4. Transport Engineer:	Percentage points for each stage
Stage of Services	100
Pre-feasibility Scanning Report to identify risks	20
Report/Input into Town Planning and Environmental applications	25
Traffic Impact Study	25
Town Planning approval	20
Approval of final detail design drawings	10
Total	100

5. Town Planner:	Percentage points for each stage
Stage of Services	100
Draft Framework plan	10
Pre-submission meeting with Decision Making authority	5



Submission of Land Use Application to local Town Planning Department for approval	40
Completion of public participation process	10
Approval of Land Use Application	25
Final Approval (after dismissal of appeals if submitted)	5
Approval of General Plan	5
Total	100

6. Urban Designer/Architect:	Percentage points for each stage
Stage of Services	100
Draft Framework plan	5
Pre-submission meeting with Decision Making authority	5
Submission of Land Use Application to local Town Planning Department for approval	5
Completion of public participation process	10
Completion of Public Participation process including 6 workshops with Housing Project Steering Committee	15
Orientation, consultation and conceptualization of house typologies and costing	15
Completion and approval of Site development plans	15
Submission and approval of House Plans at PBDM	30
Total	100

7. Environmental Assessment Practitioner:	Percentage points for each stage
Stage of Services	100
Environmental Pre-feasibility Scanning Report to identify risks	10
Environmental Scoping Report	20
Completion of the Public Participation process	20
Submission of Final Environmental Impact Report to DEA&DP	20
Environmental Management Plan	10
Environmental Authorization	15



Final Approval (after dismissal of appeals)	5
Total	100
8. Land Surveyor:	Percentage points for each stage
Stage of Services	100
SG & Deed searches, topographical survey & control points	20
Supply Provisional General Plans	20
Approval of Final General Plans	20
Setting out of block corners, Erf. beacons, etc.	40
Total	100
9. Clerk of Works – Civils	Percentage points for each stage
Stage of Services	100
Establishment of Civils contractor on site	5
On-site monitoring and evaluation: Civils 25% completed	20
On-site monitoring and evaluation: Civils 50% completed.	20
On-site monitoring and evaluation: Civils 75% completed.	20
On-site monitoring and evaluation: Civils 100% completed.	20
Attendance and feedback at project meetings	10
Final reconciliation report	5
Total	100
Total	100
10. Clerk of Works – Topstructures	Percentage points for each stage
Stage of Services	100
Establishment of Civils contractor on site	5
On-site monitoring and evaluation: Topstructures 25% completed	20
On-site monitoring and evaluation: Topstructures 50% completed.	20
On-site monitoring and evaluation: Topstructures 75%	20

completed.	
On-site monitoring and evaluation: Topstructures 100% completed.	20
Attendance and feedback at project meetings	10
Final reconciliation report	5
Total	100
Total	100
11. Health & Safety Officer: Civil and Topstructure	Percentage points for each stage
Stage of Services	100
Risk assessment	5
Completion of Occupational Health & Safety Plan	20
Site inspections and monitoring	25
Auditing, reporting and meetings	20
Civils Construction Completed	10
Topstructures Completed	10
Completion of site closure checklist	10
Total	100
12. Environmental Control Officer: Civil and Topstructure	Percentage points for each stage
Stage of Services	100
Establishment of Civils and Topstructure contractor on site	10
Construction monitoring	40
Auditing, reporting and meetings	20
Civils Construction Completed	10
Topstructures Completed	10
Completion of site closure checklist	10
Total	100
13. Beneficiary Administrator	Percentage points for each stage
Stage of Services	100
Beneficiary Identification	10
Public Open Day	10
Submission of subsidy application forms	10
HSS Subsidy report	20

Completion Deed of sales and services application forms	30
Handover of service sites / houses to beneficiaries	20
Total	100
14. Social Facilitator	Percentage points for each stage
Stage of Services	100
Beneficiary Identification	20
Election of Project Steering Committee	20
Signing of Allocation Request Form by the Project Steering committee	20
Communication of beneficiaries to the communities	20
Handover of service sites / houses to beneficiaries	20
Total	100
15. Conveyancing Attorney:	Percentage points for each stage
Stage of Services	100
Orientation, Deed Searches, Title Restrictions, Consolidations, etc.	20
Submit Deed of Sale documents at Deeds Office	40
Receive Title Deeds from Deeds Office	30
Reconciliation and Final Report	10
Total	100

8. All other rates or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract. However, should confirmation be received that the subsidy quantum was increased and implemented by the relevant authority, any approved increase will be passed on to the consultants on a pro rata basis, for work still outstanding.
9. Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or
Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.
10. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees and all drafts shall be for the Service Provider's account.

11. Tenderers are to note that the planning for this contract is based on a three-year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
11. All charges in respect of attendance at meetings (Clause 14, Part C3.1 Scope of Work) and the provision of secretarial services, shall be included in the tendered basic fee for normal services (Item No. 1.1 of the Activity Schedule).
12. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
13. Clause F.2.13.11 in Part T1.2 Tender Data shall be applicable to the submission of Activity Schedules which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Activity Schedules.

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

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

14. For any variations in rates of exchange, which shall be for the Employer's account in accordance with Clause 3.17 of the Contract Specific Data in Part C1.2 Contract Data, the Tenderer is specifically referred to the Contractor's obligation to take out forward cover. The schedule titled **Price Basis for Imported Plant and Materials** is attached hereto and must be completed by the Tenderer, if applicable, in conjunction with pricing the relevant items in the Activity Schedules.
15. While it is entirely at the tenderer's discretion with regards to completing the Activity Schedule, the 2018 Housing Subsidy Quantum as released by the Western Cape Provincial Government and the Guideline Scope of Tariff of Fees from the National Department of Human Settlements detailing a cost breakdown for Subsidy Housing Policy Framework and Programme Guidelines, is a guiding document that will give tenderers some idea of the maximum portion of the subsidy quantum allowed against which they may compare their rates, sums, percentage fees and/or prices as applicable. For ease of reference the table below reflect the current maximum professional fees provided for a serviced stand as well as a 40 square metre dwelling:

PROFESSIONAL FEE BREAKDOWN OF MUNICIPAL ENGINEERING SERVICES FOR A SERVICED RESIDENTIAL STAND (Excl. VAT)	
Safety Inspector (6 months)	101.18
Environmental Control Officer (6 months)	101.18
Environmental Impact Assessment (excludes other specialist)	527.00
Traffic Impact Study	103.28
Urban Design	316.20
Project Management	1 586.80
Geotechnical Evaluation (Phase 1)	110.67
Contour Survey	31.67
Land Survey and Pegging	316.20
Land Survey and examination fee	68.50
Town Planning	388.08
Civil Engineer	2 378.00
Site Supervision (6 months)	505.90
Social Facilitation	333.50
Legal Fees	42.16
Total Indirect Cost Allowance	6 910.32

PROFESSIONAL FEE BREAKDOWN FOR A STANDARD 40 SQUARE METRE DWELLING (Excl. VAT)	
Project Management	3 798.62
Clerk of Works	3 255.81
Beneficiary Administration	300.00
Transfer Cost	1 000.00
Total Indirect Cost Allowance	8 354.43

16. In order to ensure compliance and governance in accordance with Legislation and City policies, the Service Provider is required to ensure all staff involved in Contract Management attend an accredited Municipal Finance Management Act training covering procurement, bid committees, and financial control. The course proposed shall be submitted to the Employer for approval. No fees or costs shall be payable to the Professional Service Provider for undertaking this training.

In addition, the project management and contract management resources shall attend the City's PMBoK training (3 days' course) to fully understand the governance and compliance requirements. The training is scheduled by the City for which the Professional Service Provider will NOT be charged. No fees are payable to the Professional Service Provider for attending the training.



PART C2.2: Activity Schedule

The Employer's objective of this tender is to obtain the services of four (4) teams of professional consultants, consisting of the key personnel as indicated in Schedule 11. Each team will be appointed for a period of 84 months to one of the four regions/areas (areas defined as shown on the map in Part C4 (Site Information))

METHOD OF AWARD

1. Fee Per Erf

Based upon the Fee Per Erf submitted below, the Employer will be awarding the four regions/areas amongst the four highest ranking tenderers. The ranking will be based upon Price and Preference of all responsive Tenderers, as follows:

- The highest ranked tenderer will be awarded the region/area with the most number of estimated housing opportunities
- The 2nd highest ranked tenderer will be awarded the region/area with the second most number of estimated housing opportunities
- The 3rd highest ranked tenderer will be awarded the region/area with the third most number of estimated housing opportunities
- The 4th highest ranked tenderer will be awarded the region/area with the fourth most number of estimated housing opportunities

Following the award of each team to a region/area, works projects in the form of a request for quotation will be developed by the employer and submitted to the consultant to consider. It must be noted that the rates contained in these works projects will be based upon the rates as approved by the City's Bid Adjudication Committee (BAC). In terms of a fee per erf works project, the rates will be multiplied by the agreed amount of sites to determine the total value of the individual works project. Upon approval, an instruction will then be signed by the delegated authority and issued to the consultant. In terms of a works project of an ad-hoc nature, the approved rates will be multiplied by the agreed amount of hours to determine the total value of the individual works project. Upon approval, an instruction will then be signed by the delegated authority and issued to the consultant.

Should any of the four service providers be unable to complete their current work, or undertake any new work in their regional area, the Employer will ascertain the current work load of the 3 other service providers and based thereupon, issue a works project package to the service provider in order of their ranking and deemed to have the capacity to undertake the additional work.

Based upon the planned projects, OWS Civils (Pty) Ltd, being the fourth highest rank Tenderer, will be allocated Area 4, as this region/area is estimated to have the fourth most number of housing opportunities.

NOTE:

It is brought to the attention of the tenderers that payment for consultant fees are made possible via the National Governments USDG and HSDG funding mechanisms. The grant funding for professional fees are based upon the current Housing Subsidy Quantum, which has been in effect since July 2018. Tenderers are therefore to note that the fees inserted in the activity schedules below will be fixed for the duration of the contract period and will not be subject to

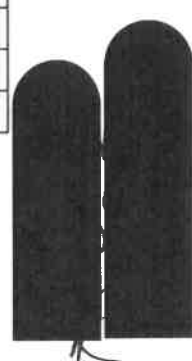


Contract Price Adjustment (CPA) and based upon the Consumer Price Index (CPI). Should the National Government's Human Settlements Department increase the indirect cost for municipal engineering services of a serviced stand and the indirect cost for a topstructure subsidy, application for these additional fees will be applied for and if successful, application will be made to increase the tenderers priced fee on a pro rata basis. For information purposes, the current indirect fees for a serviced stand and a topstructure subsidy is as follows:

<u>Serviced Stand Indirect Cost Allowance (Professional Fees)</u>	
Safety Inspector (6 months)	101.18

Environmental Control Officer (6 months)	101.18
Environmental Impact Assessment (Includes Heritage Specialist but excludes other specialist studies)	527.00
Traffic Impact Study	103.28
Urban Design	316.20
Project Management	1 586.80
Geotechnical Evaluation (Phase 1)	110.67
Contour Survey	31.67
Land Survey and Pegging	316.20
Land Survey and examination fee	68.50
Town Planning	388.08
Civil Engineer	2 378.00
Site Supervision (6 months)	505.90
Social Facilitation	333.50
Legal Fees	42.16
Total Indirect Cost Allowance	6 910.32

<u>Top Structure Indirect Cost Allowance(Professional Fees)</u>	
Project Management	3 798.62
Clerk of Works	3 255.81
Beneficiary Administration	300.00
Transfer Cost	1 000.00
Total Indirect Cost Allowance	8 354.43



Tenderers are therefore to note that the above amounts are the maximum available for all professional disciplines required to plan, design, implement and close-out a Greenfield subsidised serviced stand and topstructure.

Tenderers should therefore note that in addition to Basic and Normal Services required, the fee per erf submitted must include for all Additional Services, Recoverable Expenses and any Support Staff. (Note: Refer to the Scope of Works as stated under Part C3 - Clause 3.1)

Where a zero (0) amount is inserted, or where the space is blank for any services required below, the Employer will deem that the tenderer has allowed for this item elsewhere in the schedule

In addition to the above, Tenderers are to note that they would have to provide an hourly fee for the listed key personnel as stated, in Item 2 of the Activity Schedule, for any works that cannot be priced under the Fee per Erf Schedule. This rate per hour will not form part of the ranking process, but will be subject to evaluation and comparison, based upon the hourly fee rates as published by the National Department of Public Service and Administration and effective from July 2020.

Tenderers are to note that they would have to provide a fee for the monthly total cost of employment for the Regional Coordinator as stated in Item 3 of the Activity Schedule. This monthly cost will not form part of the ranking process, but will be subject to evaluation.

Taking cognisance of the above, Tenderers are required to complete the Activity Schedule below which will be utilised for Evaluation and Ranking purposes, in order to determine the Four highest ranked Tenderers. This activity schedule must be based upon a single residential erf, on a project with an average of 300 erven:

Item No. 1 :

PROFESSIONAL FEES SUBMITTED AS A FEE PER ERF FOR THE PLANNING, DESIGN AND CONSTRUCTION MONITORING SERVICES FOR SUBSIDISED HOUSING DEVELOPMENTS, COMPRISING OF INTERNAL CIVIL INFRASTRUCTURE AND TOPSTRUCTURES

ACTIVITY SCHEDULE

Item	Service Required	
1.1	PRINCIPAL AGENT/TEAM LEADER	
1.2	CIVIL ENGINEER/TECHNOLOGIST	
1.3	GEOTECHNICAL ENGINEER/ TECHNOLOGIST	
1.4	TRANSPORT/TRAFFIC ENGINEER/ TECHNOLOGIST	
1.5	TOWN PLANNER	
1.6	URBAN DESIGNER/ARCHITECT	

Tender
Part T2: Returnable Documents

43

T2.
Returnable Documents

1.7	ENVIRONMENTAL ASSESSMENT PRACTITIONER	
1.8	LAND SURVEYOR	
1.9	CLERK OF WORKS (CIVILS)	
1.10	CLERK OF WORKS (BUILDINGS)	
1.11	HEALTH AND SAFETY OFFICER/SPECIALIST	
1.12	ENVIRONMENTAL CONTROL OFFICER	
1.13	SOCIAL FACILITATOR	
1.14	BENEFICIARY ADMINISTRATOR	
1.15	CONVEYANCER	
1.16	Total Fee Per Erf (Items 1.1 – 1.15 above) (excluding VAT)	

Note: It is reiterated that the above schedule will be utilised to evaluate and determine the ranking of the responsive tenderers

Item No. 2

PROFESSIONAL FEES BASED UPON A RATE PER HOUR FOR ANY SERVICE RELATING TO HOUSING THAT MIGHT BE REQUIRED ON AN AD-HOC BASIS:

Item	Service Required	Rate Per Hour
2.1	PRINCIPAL AGENT/TEAM LEADER	
2.2	CIVIL ENGINEER/TECHNOLOGIST	
2.3	STRUCTURAL ENGINEER	
2.4	GEOTECHNICAL ENGINEER	
2.5	TRANSPORT/TRAFFIC ENGINEER	
2.6	ELECTRICAL ENGINEER	
2.7	QUANTITY SURVEYOR	

Tender
Part T2: Returnable Documents

44

72.

2.8	TOWN PLANNER
2.9	URBAN DESIGNER/ARCHITECT
2.10	LANDSCAPE ARCHITECT
2.11	ENVIRONMENTAL ASSESSMENT PRACTITIONER
2.12	HERITAGE ASSESSMENT PRACTITIONER
2.13	LAND SURVEYOR
2.14	CLERK OF WORKS (CIVILS)
2.15	CLERK OF WORKS (BUILDINGS)
2.16	HEALTH AND SAFETY OFFICER/SPECIALIST
2.17	ENVIRONMENTAL CONTROL OFFICER
2.18	SOCIAL FACILITATOR
2.19	BENEFICIARY ADMINISTRATOR
2.20	CONVEYANCER

Note: The above rates per hour will not form part of the ranking process, but will be subject to evaluation and comparison, based upon the hourly fee rates as published by the National Department of Public Service and Administration and effective from July 2020. Tenderers are to include in these rates per hour all associated fees which includes, overhead charges, travelling, tools and equipment.

Item No. 3

APPOINTMENT OF A FULLTIME REGIONAL PROGRAMME MANAGEMENT COORDINATOR TO ASSIST THE REGION AND HEAD-OFFICE IN MONITORING, UPDATING AND COMPILING MONTHLY REPORTS PERTAINING TO HOUSING PROJECTS WITHIN THE REGION. TENDERERS ARE TO INSERT IN THE TABLE BELOW THE TOTAL MONTHLY COST OF EMPLOYMENT OF THIS INDIVIDUAL (Note that the individual must have suitable qualification in the built environment, registered or certified as a Project Manager and have at least 5 years' experience as a Project Manager on construction projects)

Name	Qualification	Total Monthly Cost of Employment
------	---------------	----------------------------------

Note: The monthly cost will not form part of the ranking process, but will be subject to evaluation and comparison.

Tender
Part T2: Returnable Documents

45

T2.
Returnable Documents

DECLARATION (in respect of completeness of Tender)

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender No. 280C/2021/22: APPOINTMENT OF FOUR (4) REGIONAL TEAMS OF MULTIDISCIPLINARY PROFESSIONAL CONSULTANTS TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT AND CONSTRUCTION MONITORING SERVICES RELATING TO HUMAN SETTLEMENTS WITHIN THE CITY OF CAPE TOWN has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause C.3.2 in Part T1.2 Tender Data.

Signed

by

DATE

Tender
Part T2: Returnable Documents

48

T2.
Returnable Documents

PART C3: SCOPE OF WORK

C3.1 Scope of Work

1. INTRODUCTION
2. BACKGROUND **Error! Bookmark not defined.**
3. EMPLOYER'S OBJECTIVE
4. DESCRIPTION OF THE SERVICES REQUIRED **Error! Bookmark not defined.**
5. EXTENT OF THE SERVICES 75
6. USE OF REASONABLE SKILL AND CARE **Error! Bookmark not defined.**
7. BRIEF
8. REFERENCE DATA 82
9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS
10. APPROVALS
11. PROCUREMENT 83
12. FORMAT OF COMMUNICATION 88
13. KEY PERSONNEL 88
14. MANAGEMENT MEETINGS

1. INTRODUCTION

This invitation calls for the submission of a tender from a Principal Agent/Lead Consultant who shall assemble a team with the expertise in the disciplines of Civil Engineering, Structural Engineering, Electrical Engineering, Town Planning, Quantity Surveying, Environmental Assessment, Land Surveying, Architectural, Beneficiary Administration, Community Facilitation and Conveyancing, to plan, design, procure contractors and monitor the construction of civil and electrical infrastructure, as well as topstructures. Particular experience in the delivery of sustainable, quality, high density low-cost housing projects is essential.

The projects will be funded in two phases, the first phase, from the Urban Settlement Development Grant (USDG) and the second phase, being the construction of the top-structures from the Human Settlements Development Grant (HSDG)

Four (4) regional professional consulting teams, each comprising of the key personnel as described in Schedule 11 of this tender document, is therefore required by the City to provide the professional services necessary to implement these projects, 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 260C/2021/2: **APPOINTMENT OF FOUR (4) REGIONAL TEAMS OF MULTIDISCIPLINARY PROFESSIONAL CONSULTANTS TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT AND CONSTRUCTION MONITORING SERVICES RELATING TO HUMAN SETTLEMENTS WITHIN THE CITY OF CAPE TOWN**, which will be evaluated using a financial offer and preferences based system as described in the tender data.

2. BACKGROUND

One of the key lessons learnt in the review of the outcomes of housing programmes since 1994 is that, owing to a variety of reasons, low income settlements continued to be located on the urban periphery without the provision of social and economic amenities, as in the Apartheid era.

Hence a new Programme, The Integrated Residential Development Programme (IRDP) has been introduced to facilitate the development of integrated human settlements in well-located areas that provide convenient access to urban amenities, including places of employment. The Programme also aims at creating social cohesion.

The land use and income group mix will be based on local planning and needs assessment.

3. EMPLOYER'S OBJECTIVE

Currently there are in excess of 400 000 people registered on the City's Housing Data Base who patiently await the opportunity to be afforded a housing opportunity. The employer's objective is therefore to develop identified land parcels within the City of Cape Town into Integrated Residential Developments, thereby contributing to the alleviation of overcrowded houses and backyard dwellers and improving the lives of many of these residents.

4. DESCRIPTION OF THE SERVICES REQUIRED

The purpose of this tender is to appoint four (4) teams of professional consultants, each of whom will be assigned to a regional area as depicted in the attached aerial map. These teams will effectively work as an extension of the City's assigned Regional Officials to plan, design and monitor the construction of subsidised housing developments, or any part thereof, from "Inception" to "Close out" and could include civil and electrical infrastructure as well as the provision of topstructures to approved beneficiaries. The professional services required will comprise of normal services, additional services and bulk infrastructure services and could include:

- Acquisition of the necessary town planning land use rights for procurement of the project;
- Satisfaction of the necessary environmental and heritage requirements for procurement of the project;
- The planning, design and construction monitoring of the required civil and electrical infrastructure
- The planning, design and construction monitoring of new subsidised housing (top structures)
- Beneficiary administration;
- Liaison with an inter-departmental City task team comprising inter alia Human Settlements, Urban Mobility, Water and Waste, Energy, Urban Design, Property Management and external role-players. It is the intention that these sites and buildings are developed in line with the current urban design requirements.
- An element of skills transfer to officials within the Human Settlements Directorate in the form of on the job training, job shadowing, etc, will be an expected service from the service provider.

The various disciplines are expected to provide the type of services that their discipline expects and as highlighted in the Government Gazette for each of these disciplines.

The services to be provided in terms of this contract are inextricably linked to the Employer's three-year capital budget, and it should be noted that while the Employer has every intention of completing the full Scope of Work making full use of the budget allocation, the Employer's budget is subject to periodic review. Should it become necessary to vary the scope of work or even suspend or terminate this contract, such variation, suspension or termination shall be dealt with in accordance with the provisions of this document.

The Service Provider is required to provide the following services:

4.1 Project Management Services

- 4.1.1 The Principal Agent/Team Leader shall lead and manage the appointed professional team and will be responsible for the management of the project for which they were awarded, from Inception until Close – Out
- 4.1.2 Co-ordinating and driving all the work streams to ensure all stakeholders perform and contribute so that the project targets and objectives are achieved and completed in the shortest possible time.
- 4.1.3 Project Communication will include the following duties:
 - The Principal Agent/Team Leader shall report directly to the City's internal Project Manager assigned to the project. All deliverables will be submitted to the City's Project Manager as draft documents for review and comment;
 - Organising and chairing regular meetings of the Professional Team;
 - Arranging and attending Project Steering Committee meetings;
 - Secretarial services for the Professional Team and Project Steering Committee;
 - Programme and budget updates must be provided at monthly meetings;
 - Applying for project approval and funding from Provincial Government;

- Provincial Government must be provided with any information they require in terms of their subsidy and project approvals.

The composition of the Project Steering Committee will consist of Representatives of the beneficiary community, Ward Councillor, Sub-Council Chair or nominated Councillor Representative, Relevant City Officials, Consultants and an official from WCG. (Refer to City of Cape Town's policy document on "Housing Project Steering Committee").

The Professional Team will attend Project Steering Committee meetings, Planning, Design Development meetings, Technical meetings, Site Meetings and Public Meetings, as and when required.

- 4.1.4 Time Management: including the preparing and updating of a project programme, and ensuring adherence to it by all professionals and contractors.
- 4.1.5 Risk Management: including the identification of, assessment of, ongoing control of and mitigation measures against risk. Putting Risk Management plan in place. Compilation and keeping up-to-date of a Risk Management Plan and Register
- 4.1.6 Cost Management: including budgeting all sources of finance – state housing subsidy, USDG (if required), the City's contribution to the increased service levels, end-user finance and beneficiary contributions. The applications to Province for project approval and subsidy funds will also form part of the brief.
- 4.1.7 Scope Management: including the adherence to the Project Brief and not allowing any additional scope without approval by the City's internal project manager
- 4.1.8 Construction Quality:
 - a) The Principal Agent/Team Leader will complete all documentation necessary for registration of the project with the NHBRC.
 - b) The Principal Agent/Team Leader will ensure that the individual properties are registered with the NHBRC
 - c) The Principal Agent/Team Leader will manage the interface between the Builder and the NHBRC inspectorate, and provide the NHBRC with all requisite documentation.
 - d) The Principal Agent/Team Leader is responsible for the timeous submission of all building plans for registration with, scrutiny and acceptance by Council's Building Control Officer.
 - e) The Principal Agent/Team Leader will ensure that the Builder gives adequate notice of commencement of work to the Building Control Officer.
 - f) The Council Building Inspector is responsible for ensuring compliance with drainage, boundary setback and empirical foundation regulations. The Building Inspector is not accountable for the quality of workmanship.
 - g) The Principal Agent will set up a robust quality management system including records of inspection, testing and acceptance of materials and completed work, and ensure that this is maintained for the duration of the project.

- h) Progress payment certificates issued by the Principal Agent/Team Leader must be rigorously correlated to the quality management system.
- i) Original records of the quality management system must be kept off-site with copies on site for ease of reference during physical audits

4.1.9 Government Initiatives such as the Extended Public Works Programme (EPWP). While Human Settlements Projects are considered to be labour-intensive, the trenching for water pipes and sewers should be done within EPWP principles to generate some local employment. The Principle Agent/Team Leader is to ensure that the Civil Contractor and the Builders implement the EPWP principles, including recruitment and accredited training of unemployed people, and in service training. The Consultants and Builders must have on their staff, managers and supervisors who have been certified by accredited training institutions to implement EPWP projects. The Principal Agent/Team Leader will ensure that proper records are kept of all EPWP initiatives and that the required monthly EPWP reports be submitted by the contractor/builder

4.1.10 Sustainable construction through an increase in the City's use of renewable energy, environmental conservation and increasing the efficient use of energy, the City would like to contribute towards the City's Strategy i.e. Shared Economic Growth and Development, Sustainable Urban Infrastructure and Services, Integrated Human Settlements Directorate, Health, Social and Human Capital Development and Good Governance and Regulatory Reform in this contract.

4.1.11 Project Enrolment of the project with the NHBRC (or ensuring that the contractor complies with all the NHBRC requirements. (All fees payable to the NHBRC will be paid by the CCT)

The responsibilities of the Principal Agent/Team Leader will include the following:

- 4.1.12 Inception,**
- Developed a clear project brief.
 - Chair project initiation meetings.
 - Advise on procurement policy for the project.
 - Advise on the rights, constraints, consents and approvals.
 - Define the services and scope of work required.
 - Conclude the terms of the agreement with the client.
 - In conjunction with the professional team Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
 - Determine the availability of data, drawings and plans relating to the project.
 - Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.
 - Provide necessary information within the agreed scope of the project to other consultants involved.
 - In liaison with the Social Facilitator, be responsible for the drafting of a Stakeholder Engagement Plan. Also ensure that the plan is kept up to date as the project progresses.
- 4.1.13 Concept and Viability,**
- Agree documentation programme with other consultants involved.
 - Attend and chair design and consultant's meetings
 - Establish the concept design criteria
 - Prepare initial concept design and related documentation
 - Advise the client regarding further surveys, analyses, tests and investigations which may be required.
 - Establish regulatory authorities' requirements and incorporate into the design.



- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- Establish access, utilities, services, and connections required for the design.
- Coordinate design interfaces with other consultants involved
- Prepare preliminary process designs, preliminary designs and related documentation for approval by authorities and client and suitable for costing.
- Provide cost estimates and comment on life cycle costs as required.
- Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

4.1.14 Design and Development,

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

4.1.15 Documentation and Procurement,

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

4.1.16 Construction

- Attend and chair site handover.
- Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates of proposed variations for client decision making.
- Administer and perform the duties and obligations assigned as principal agent in JBCC/GCC building contract, or fulfil the obligations provided for in other forms of contract.



- Attend and chair regular site, technical and progress meetings.
- Review the Contractor's quality control programme and advise and agree a quality assurance plan.
- Inspect the works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works as described in more detail in stage 3 for level 1: periodic construction monitoring.
- Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.
- Adjudicate and resolve financial claims by contractor(s).
- Assist in the resolution of contractual claims by the contractor.
- Establish and maintain a financial control system
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates to be issued by the principal agent.
- Instruct witness and review all tests and mock ups carried out both on and off site.
- Check and approve contractor drawings for design intent.
- Update and issue drawings register.
- Issue contract instructions as and when required.
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- Inspect the works and issue practical completion and defects lists.
- Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals

4.1.17 Close- Out

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

4.2 Civil Engineering Services

The Civil Engineer will be responsible for the following

4.2.1 Inception,

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

4.2.2 Concept and Viability,

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

4.2.3 Design and Development,

- Review documentation programme with principal consultant and other consultants involved.
- Attend design and consultant's meetings
- Incorporate client's and authorities' detailed requirements into the design
- Incorporate other consultants' designs and requirements into the design
- Prepare design development drawing including draft technical details and specifications
- Review and evaluate design and outline specification and exercise cost control
- Prepare detailed estimates of construction cost
- Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
- Submit the necessary design documentation to local and other authorities for approval
- Ascertain the status and condition of existing engineering services and recommend any necessary repairs and rehabilitation.
- Prepare preliminary cost estimates for repairs and for various options for additional services prior to the finalization of the revised sub divisional layout.
- Take responsibility for all service enquiries, way leave applications and obtaining the necessary authority from the service authorities to carry out all work in terms of this project.

4.2.4 Documentation and Procurement, □

Attend design and consultant's meetings

- Prepare specifications and preambles for the works
- Accommodate services design
- Check cost estimates and adjust designs and documents if necessary to remain within budget
- Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
- Prepare documentation for contractor procurement
- The Engineer shall liaise with the employer during the preparation of the contract document to determine any other specific requirements that the employer may have in this regard.
- Review designs, drawings and schedules for compliance with approved budget
- Call for tenders and/or negotiation of prices and/ or assist the principal consultant where relevant
- Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.

- Evaluate tenders
- Prepare contract documentation for signature
- Assisting in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others
- Assess samples and products for compliance and design intent

4.2.5 Construction

- Attend site handover.
- Prepare and maintain a Construction Programme in consultation with the Project Manager and awarded contractor to be agreed upon by relevant parties.
- Ensure adherence to all relevant EPWP construction methods and reporting requirements throughout the duration of the contract period.
- Carry out report according to NHBRC and GFSH2 requirements, including certifying that all top structure foundation work has been carried out as per the approved foundation design and quality standards.
- Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates of proposed variations for client decision making. □
Attend regular site, technical and progress meetings.
- Review the Contractor's quality control programme and advise and agree a quality assurance plan.
- Inspect the works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works as described in more detail in stage 3 for level 1: periodic construction monitoring.
- Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.
- Adjudicate and resolve financial claims by contractor(s).
- Assist in the resolution of contractual claims by the contractor.
- Establish and maintain a financial control system
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates to be issued by the principal agent.
- Instruct witness and review all tests and mock ups carried out both on and off site.
- Check and approve contractor drawings for design intent.
- Update and issue drawings register.
- Issue contract instructions as and when required.
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- Inspect the works and issue practical completion and defects lists.
- Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals

4.2.6 Close- Out

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

4.3 Structural Engineering Services

The Structural Engineer/Technologist will be responsible for the following

4.3.1 Inception,

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

4.3.2 Concept and Viability,

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

4.3.3 Design and Development,

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



4.3.4 Documentation and Procurement,

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

4.3.5 Construction,

- Attend site handover.
- Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates of proposed variations for client decision making. □
Attend regular site, technical and progress meetings.
- Review the Contractor's quality control programme and advise and agree a quality assurance plan.
- Inspect the works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works as described in more detail in stage 3 for level 1: periodic construction monitoring.
- Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.
- Adjudicate and resolve financial claims by contractor(s).
- Assist in the resolution of contractual claims by the contractor.
- Establish and maintain a financial control system.
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates to be issued by the principal agent.
- Instruct witness and review all tests and mock ups carried out both on and off site.
- Check and approve contractor drawings for design intent.
- Update and issue drawings register.
- Issue contract instructions as and when required.
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- Inspect the works and issue practical completion and defects lists.
- Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals

4.3.6 Close out

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

4.4 Geotechnical Engineering Services

4.4.1 The Geotechnical Engineer will be responsible for the following:

- Provide a Preliminary Geotechnical Site Investigation all in accordance with the requirements of the Generic Specification GFSH-2 of the National Department Human Settlements
- Provide a Phase 1 Geotechnical Site Investigation all in accordance with the requirements of the Generic Specification GFSH-2 of the National Department Human Settlements and NHBRC
- Provide a Phase 2 Geotechnical Site Investigation all in accordance with the requirements of the Generic Specification GFSH-2 of the National Department Human Settlements

4.5 Transport/Traffic Engineering Service

4.5.1 The Transport/Traffic Engineer will be responsible for the following:

- Provision of a Traffic Impact Assessment (TIA) and/or Traffic Impact Statement (TIS) as required, provide input into the Environmental Impact Assessment (EIA) and Land Use application process.

4.6 Electrical Engineering Services

4.6.1 The Electrical Engineer will be responsible for the following:

- During the Investigation Phase, prepare an outline report, for use by the Town Planner, on the feasibility, at not unduly excessive cost, of providing bulk electrical power to the Project for the purposes of street lighting and the top-structures electrical supply services.
- During the Preliminary Layout Phase, prepare a report containing detailed proposals and cost estimates for the provision of street lighting, internal electrical services and bulk supply provisions for which the supply authority is responsible.
- During the Design Phase, prepare designs, working drawings and tender documents for the installation of street lighting, any additional internal electrical services required and any bulk supply provisions for which the supply authority is responsible. Analyse the tenders received and make recommendations for the acceptance of tenders.

The Scope of Work includes the design, documentation, construction supervision and administration of the electrical installation for the housing units.

4.7 Clerk of Work Services (Civil works)



4.7.1 The Clerk of Works (Civils) shall inter-alia be responsible for the following:

- Performs any duties and responsibilities assigned to him by the Civil Engineer
- Ensure that the work being constructed conforms to the minimum specifications and standards.
- Ensure that all required testing is carried out and approved.
- Ensure Contractor is compliant in terms of the EPWP.
- Ensure Contractor is compliant regarding local Labour and local Sub-contractor obligations
- Liaises with all other Government Department and NHBRC Inspectors
- Provide a monthly report regarding Progress, Quality, Local Labour and Local Sub-contractors on site, for discussion at the monthly Site Meetings.

4.8 Clerk of Work Services (Topstructures)

4.8.1 The Clerk of Works (Topstructures) shall inter-alia be responsible for the following:

- Performs any duties and responsibilities assigned to him by the Structural Engineer
- Ensure that the work being constructed conforms to the minimum specifications and standards.
- Ensure that all required testing is carried out and approved.
- Ensure Contractor is compliant in terms of the EPWP.
- Ensure Contractor is compliant regarding local Labour and local Sub-contractor obligations
- Liaises with all other Government Department and NHBRC Inspectors
- Provide a monthly report regarding Progress, Quality, Local Labour and Local Sub-contractors on site, for discussion at the monthly Site Meetings.

4.9 Health and Safety Officer Services

4.9.1 The Health and Safety Officer will be responsible for the following:

- Ensuring compliance with all conditions of approval pertaining to Health and Safety requirements
- Undertake weekly site visits to ensure compliance regarding Health and Safety Requirements □ A monthly written report to be provided to the Project Manager.
- A site closure checklist will be compiled for each phase of the project

4.10 Environmental Control Officer Services

4.10.1 The Environmental Control Officer will be responsible for the following:

- Ensuring compliance with all conditions of approval pertaining to environmental matters
- Undertake weekly site visits to ensure compliance with conditions of approval as contained in the Health and Safety Agreement.
- A monthly written report to be provided to the Project Manager.
- A site closure checklist will be compiled for each phase of the project

4.11 Town Planning Services

4.11.1 The Town Planner will be responsible for the following:

Formulation of a layout plan

- Undertaking a contextual analysis and complete a development framework for the application sites which must be workshop with the Project Team.
- Prior to completion of the concept development framework, the Town Planner shall analyse the broader context. Reference must be made to major movement routes, including NMT and public transport networks, My Citi bus routes, activity corridors, economic generators, natural systems and the provision of existing community/public facilities and amenities with a view to identifying the strengths and opportunities of the sites.
- Workshop the plan with the Project Steering Committee (including representatives of registered local organizations);
- Prepare all material for the above workshops to ensure that planning concepts are conveyed effectively.
- Assessing the title deeds of all application sites and obtaining Conveyancer certificates from a Conveyancer to determine the necessity to apply for the removal of restrictive conditions.
- Consider the Metro Spatial Development Framework (MSDF) and determine whether it is necessary to apply for amendment of the said document.
- Obtaining zoning certificates for all the sites and determine the most suitable zoning for future land uses in the project.
- Obtaining approvals if required from relevant National and Provincial Departments such as Department of Agriculture, Forestry and Fisheries.
- Complete a layout plan (detail subdivision) based on the development framework as discussed above and ensure that sustainable land use principles is recognised. Recognise both the opportunities and constraints of the application sites and promote a development that incorporates key energy, water, waste, public spaces, mobility networks and biodiversity design features. It is critical that the Town Planner liaise with the Project Team's Traffic Engineers as well as the City Traffic Engineers to incorporate traffic calming measures and to produce a layout sensitive to pedestrians and limits speeding.
- Arrange pre-application meetings with local municipal planners to discuss future development proposals. Also, arrange meetings and engage with the relevant City Line Departments and ensure that the technical requirements of each department are met within the town planning application and layout plan.
- Complete and submit relevant town planning applications in accordance with the requirements and standards of the City of Cape Town Municipal Planning By-Law, 2015 (MPBL).
- Attend briefing sessions and site visits as and when required. Also attend Project Team meetings, Project Steering Committee meetings and public meetings as and when required.
- Liaise with the Project Team and provide input into other statutory processes as part of this project.
- Coordinate the town planning public participation process on behalf of the Project Team. This may include amongst other placement of site notices and public meetings.
- After agreeing the Street Names with the community, the Town Planner is required to illustrate the list of names on the layout plan in accordance with the City's Street Naming policy and submit a copy to the GIS Department.
- Defend and represent the City of Cape Town at the Planning Tribunal if required. Should an appeal be lodged against the town planning decision, handle the appeal and represent / defend the City of Cape Town.

4.11.2 Application for Township Establishment

- Once the Subdivision Plan have been agreed to by all role players, proceed to prepare, submit and obtain approval for all applications necessary for the establishment of a township on the sites in accordance with the layout plan and with the requirements of the City of Cape Town Municipal Planning By-Law, 2015 (MPBL) and any other relevant legislation, wherever possible.
- You are required to ensure that sufficient information is provided to obtain approval of the SG plans and that the approvals, which you obtain, are in line with acceptable survey practices.
- You are required to provide a list of street names and you will be required to provide the Council with a plan indicating the name of each of the streets created, to the Council's satisfaction. You will similarly be required to provide the Council with a plan indicating street numbers to the Council's satisfaction.
- You will be required to place all advertisements and notices related to the application.
- All plans are to be in electronic and hard copy format as per Council's GIS data requirements.

Reporting requirements

The Town Planner shall report directly to the appointed Project Manager. All deliverables will be submitted to the City's Project Manager such as draft documents for review and comment. Following this process of review the Town Planner will be required to revise the documents accordingly prior to the acceptance of the products as final for the purposes of public participation or submission to the relevant environmental and heritage authorities.

4.11.3 Time Frames

The Project Manager will be required to ensure the completion of the above scope of work in the shortest time possible within the ambit of the City of Cape Town Municipal Planning By-Law, 2015 (MPBL), Heritage and EIA Regulations. Work product must be delivered in accordance with the time frames agreed with the City's Project Manager.

4.11.4 Specialist Input

Should the line Departments of the City of Cape Town and / or DEA & DP take a decision, call for any further information, studies or work to be undertaken, that is beyond the scope of work outlined above, the cost of such (specialist) studies will be the subject of a separate contractual agreement once the scope of such studies is known.

4.11.5 Essential Administrative Requirements

- **Submission of land use application**

A copy of the proposed Subdivision Plan (hard and/or electronic format) should be submitted as part of the Land Use Planning Application. The application will not be considered complete and will not be processed without aforementioned information. The proposed Subdivision Plan must indicate:

- Portion Numbers
- The extent of the Portion Numbers - Dimensions
- Proposed Street or Unit Numbers
- Proposed Street Names (Private and/or Public)
- Contours at an interval that makes the design of engineering services and placement of housing units and other structures and installations forming part of the development possible.

- Any other information that may be required by the Spatial Planning & Urban Design Department for the purposes of subdivision approval.

After council approval

Should the proposed Subdivision Plan, as submitted by the applicant, require any amendment as a result of the Council decision, it will be required that the applicant also submit the relevant land use application for the approval of the City of Cape Town for such amended subdivisional plan (hard and/or electronic format) to the GIS Section at the Town Planning Office where the application was submitted.

4.12 Urban Design/Architectural Services

4.12.1 The role of the Urban Designer/Architect may include but is not limited to the following is:

- The Urban Designer must play the leading role in developing the key ideas and strategies for the sites. Therefore, the Urban Designer must provide design input into the Conceptual Development Framework model and take the lead in developing structuring principles for the development. Structuring elements must be based on a conceptual understanding of the site in its context (at the higher scale) and must resolve issues relating to scale from housing units to the urban block to the extent of neighbourhoods (at the block scale). Of importance is the articulation of public elements of the development so that collectively they come together to form a strong and coherent urban structure.
- Liaise with other members of the Project Team and provide input in the statutory processes as and when required. Although the Urban Designer is mainly involved with the development of the Conceptual Development Framework model, they will rely heavily on the input and information of other key personnel including but not limited to: ecological studies, topographical surveys, infrastructure surveys, town planning analysis and transport analysis.
- Develop a hierarchy for the urban street network and conceptualize typical street sections for the development.
- Develop conceptual designs and briefs for key public open spaces or public facilities as may be required to support the town planning application.
- Review and give input into the subdivisional plan / final layout plan prepared by the Town Planner and ensure integration of urban infrastructures and the public open space network. Particular attention needs to be given to the location of electrical substations and storm water facilities.
- The Urban Designer together with the Town Planner must meet with the City's Spatial and Urban Design Department and ensure that all requirements of the City are met in the proposed development framework (and the final subdivisional plan). Ensure general compliance with the Urban Design Policy, 2013 and Directives for Human Settlements Projects 2016.
- Ensure that all application sites are viable and that future buildings on non-residential sites will contribute positively to the public realm.
- The Urban Designer must provide direct input into the housing typology design and placement of units on the erven.
- The Urban Designer must attend briefing sessions and site visits as and when required. Also attend Project Team meetings, PSC meetings and public meetings when needed.

4.12.2 Inception,

- Receive, appraise and report on the client's requirements with regard to:

- The client's brief
- The site and rights and constraints
- Budgetary constraints
- Project programme; and
- Methods of contracting

4.12.3 Concept and Viability,

- Prepare an initial design and advise on-
- The intended space provisions and planning relationships;
- Proposed materials and intended building services; and
- The technical and functional characteristics of the design □
- Check for conformity of the concept with the rights to the use of the land.
- Review the anticipated costs of the project. □
- Review the project programme.

4.12.4 Design and Development,

- Confirm the scope and complexity.
- Review the design, consult with local and statutory authorities
- Develop the design, construction system, materials and components. □
- Incorporate and co-ordinate all services and the work of consultants □
- Review the design, costing and programme with the consultants.

□

4.12.5 Documentation and Procurement,

- Prepare documentation required for local authority submission:
- Co-ordinate technical documentation with the consultants and complete primary co-ordination
- Prepare specifications for the works
- Review the costing and programme with the consultants □
- Obtain the client's authority, and submit documents for approval.
- Complete construction documentation and proceed to call for tenders:
- Assist in preparing documents for to procuring offers for the execution of works. Assist in the evaluation of offers, and recommend on awarding the building contract. Assist in the preparation the contract documentation, and arrange the signing of the building contract.

4.12.6 Construction,

- Administer the building contract
- Issue construction documentation
- Initiate and/or check sub-contract design and



documentati
on that are
appropriate.

- Inspect the works for conformity to the contract documentation and acceptable quality in terms of industry standards.
- Administer and fulfil the obligations provided for in other forms of the contract.
- Issue the certificate of practical completion.

- Assist the client in obtaining the occupation certificate.

4.12.7 Close out

- Facilitate the project close-out including the preparation of the r documentation to effect completion, handover and operation of the
- When the contractor's obligations with respect to the building contr been fulfilled, the architectural professional shall issue the certificate to contract completion.
- Provide the client with as-built drawings and relevant techr contractual undertakings by the contractor and sub-contractors.

4.13 Landscape Architectural Services

The Landscape Architect will be responsible for the following:

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

4.13.1 INCEPTION



- This stage is in broad terms defined as follows:
- Establish the client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions, aspirations and strategies.
- Assist in developing a clear project brief. Attend project initiation meetings.
- Advise on the procurement policy for the project.
- Advise on rights, constraints, consents and approvals.
- Advise on the other consultants and services required.
- Define the consultant's scope of work and services
- Determine availability of data, drawings and plans relating to the project.
- Advise on the necessary surveys, analyses, tests and or other investigations where such information will be required.
- Advise on appropriate financial design criteria.
- Provide necessary information within the agreed scope of the project to the other consultants

4.13.2 CONCEPT AND VIABILITY

- This stage is in broad terms defined as follows:
- Prepare and finalise the project concept in accordance with the brief including the scope, scale, character, form, function and viability of the project.
- Agree the documentation programme with the principal consultant and the other consultants.
- Attend design and consultants' meetings.
- Prepare concept design based on the client's brief.
- Consult with the other consultants and incorporate their input.
- Discuss design concept with local and other authorities as required.



- Advise the client regarding further surveys, analysis, tests and investigations which may be required.
- Refine and assess concept design to ensure conformity with statutory requirements and consents.
- Co-ordinate design interfaces with the other consultants.
- Select hard and soft landscape construction materials.
- Prepare cost estimates as required.
- Submit presentation of the design concept to the client for approval.
- Prepare and submit the landscape development plan to the local authority for approval where applicable.
- Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants.

4.13.3 DESIGN DEVELOPMENT

- This stage is in broad terms defined as follows:
- Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and program for the project
- Review the documentation programme with the principal consultant and the other consultants.
- Attend design and consultants' meetings.
- Incorporate the client's detailed requirements into the landscape design.
- Give due consideration to, incorporate and co-ordinate the other consultants' designs into the landscape design where necessary.
- Prepare design development drawings including draft technical details and outline specifications.
- Review and evaluate design and outline specifications and exercise cost control.
- Prepare detailed estimates of construction costs.
- Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants.



- Obtain project specific requirements from the local and or other authorities in order to ensure conformity with requirements.

4.13.4 DOCUMENTATION AND PROCUREMENT

- This stage is in broad terms defined as follows:
- Prepare the construction and procurement documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for the execution of the project.
- Assist with local and or other authority submission(s).
- Attend design and consultants' meetings.
- Prepare specifications for the works and agree preambles.
- Co-ordinate services and prepare necessary services co-ordination drawings.
- Check cost estimate and adjust documents if necessary to remain within budget.
- Assist the principal consultant in formulation of procurement strategy for contractors.
- Review working drawings for compliance with the approved budget.
- Prepare documentation for contractor procurement.
- Assist the principal consultant with calling for tenders and/or negotiation of prices.
- Liaise, co-operate and provide necessary information to the principal consultant and the other consultants.
- Assist with evaluation of tenders.
- Assist with the preparation of contract documentation for signature.
- Assess samples and products for compliance and design intent.

4.13.5 CONSTRUCTION

- This stage is in broad terms defined as follows:

- Manage, administer and monitor the contracts and processes, including the preparation and coordination of the procedures and documentation to facilitate practical completion of the works.
- Attend the site handover.
- Issue construction documentation in accordance with the documentation programme.
- Carry out contract administration procedures delegated by the principal agent in terms of the contract.
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates for proposed variations for client decision making.
- Attend regular site, technical and progress meetings.
- Inspect the works for conformity to contract documentation.
- Adjudicate and resolve financial claims by contractor(s).
- Assist in the resolution of contractual claims by the contractor.
- Establish and maintain financial control system.
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates.
- Approve valuations for payment.
- Witness and review all tests and mock-ups carried out both on and off site.
- Check and approve subcontract shop drawings for design intent.
- Update and issue the drawings register.
- Issue contract instructions as and when required.
- Review and comment on operations and maintenance manuals, guarantees, certificates and warranties.



- Inspect the works and issue practical completion and defects lists.
- Assist in obtaining statutory approvals where required.

4.13.6 CLOSE-OUT

- This stage is in broad terms defined as follows:
- Fulfil and complete the project close-out including the preparation of the necessary documentation to facilitate effective completion, handover and operation of the project.
- Inspect and verify rectification of defects.
- Prepare valuation for payment.
- Approve relevant payment valuations and completion certificates.
- Advise on soft landscape maintenance.
- Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
- Prepare and/or procure as-built drawings and documentation

4.14 Environmental Assessment Services

4.14.1 The Environmental Assessment Practitioner will be responsible for the following:

The Environmental Practitioner will be responsible for completing the statutory processes and obtain the required environmental authorisations. Duties may include but is not limited to the following:

- Ensure that the provisions of the National Environmental Management Act No 107 of 1998 (hereafter referred to as NEMA) are fulfilled and that all the relevant statutory procedures are followed. Liaise with and coordinate the activities and inputs from the Project Team, in so far as their inputs may have bearing on the environmental application.
- The NEMA process must as far as possible run concurrently with the Town Planning application, this includes the public participation process and every effort must be made to avoid duplication. It is therefore critical that the



Environmental Practitioner and the Town Planner work in close collaboration.

- Assess the application site and timeously identify any professional study that may be required as part of the environmental process. These may include but is not limited to a Water Use License application (WULA), a Wetlands study, a Botanical study etc. These professionals will be managed by the Environmental Practitioner as sub consultants and every effort must be made to complete studies according to a programme as agreed by the City's Project Manager and the appointed Project Manager.
- Provide environmental input into the planning and design of the proposed Conceptual Development Framework and final layout plan / subdivisional plan.
- Attend briefing sessions, site visits, Project Team meetings, PSC meetings and public meetings as and when required.
- Liaise with Department of Environmental Affairs and Development Planning (DEA&DP) to ensure that the proposed development meets the requirements of the NEMA regulations and the Departments standards. Also, communicate with DEA&DP to ensure the shortest approval time possible within the ambit of NEMA.
- Coordinate and prepare the necessary documentation for the public participation process. This may include amongst others the placement of site notices, posting of information letters etc.
- Defend and represent the City of Cape Town should an appeal be lodged against the final environmental authorisation.

4.15 Heritage Assessment Services

4.15.1 The Heritage Assessment Practitioner will be responsible for the following:

The Heritage Assessment Practitioner will be responsible for completing the Heritage Assessment process and obtain the necessary authorization. Duties may include but is not limited to the following:

- Ensure that the provisions of the National Heritage Resources Act No 25 of 1999 are fulfilled and that all the relevant procedures are followed.
- Assess the application site and timeously identify any professional study that may be required as part of the Heritage process.
- Liaise with Heritage Western Cape to ensure that the proposed development meets the requirements of the National Heritage Resources Act (No 25 of 1999) and the standards of Heritage Western Cape.
- Defend and represent the City of Cape Town should any objections be lodged against the proposed development. Also, represent the City of Cape Town should it be necessary for the City of Cape Town to lodge an appeal.
- Provide Heritage input into the planning and design of the proposed Conceptual Development



- Framework and final layout plan / subdivisional plan.
- Attend briefing sessions, site visits, Project Team meetings, PSC meetings and public meetings as and when required.

4.16 Land Surveying Services

4.16.1 The Land Surveyor will be responsible for the following:

Cadastral Surveys: - The Land Surveyor's services will be required in two phases:

- **Phase 1: Supply of Provisional General Plans**
 - To prepare, submit, and obtain provisional approval (by the Surveyor General) of General Plans for the approved layout. The field survey shall include the pegging of the extent of the project layout, picking-up of all engineering services on the site and topographical features of the site. No internal beacons are to be placed at this stage. The General Plan shall include the plotting of all servitudes and spatial rights which are required to be registered in order to enable the approval of the General Plans as well as the payment of all fees required by the Surveyor General for such approval. The scope of work also includes the following:
 - To prepare a calculated Base Plan from the town planning layout plan provided by the Town Planner showing all existing engineering services and topographical features. This Base Plan
 - must be provided to the Civil Engineer, in hard copy and/or digital format, to be used in the design of civil services.
 - Provisional General Plans shall be prepared from this Base Plan once the planning process has been completed.
 - Liaise with the Town Planner to ensure that you are provided with sufficient information to obtain approval of the SG plans and that the town planning approvals are in line with acceptable land surveying practices.
- **Phase 2: Supply of Final General Plans**
 - Place the beacons of the internal erven as and when required.
 - Prepare the final sheet of the general plans and submit same to the Surveyor General for final approval;
 - In the event that amendments to the General Plans are required, undertake the following actions:
 - Frame the necessary amending General Plans
 - Supply same to Town Planner to obtain the necessary Town Planning consents o Submit the amending General Plans to the Surveyor General for approval once the Town Planning approval has been received.

Survey and place Erf pegs for all erven in the project in accordance with the Land Survey Act. In this regard please note that:

- It may be necessary for the Erf pegging to be completed in a number of stages over an extended period of time. General Plans may also be required to be submitted in Phases in order to comply with land survey and/or development requirements.
- Final pegging of the individual erven will only take place after construction of services.
- You may be required to place "block corner pegs" on the blocks before civil construction starts. The contractor will be liable for protection of these pegs once placed. You will also be required to place two coordinated and levelled permanent beacons adjacent to each site for use by the contractor as benchmarks.
- The replacement of pegs disturbed during construction shall be at the cost of the City of Cape Town. The City's Project Manager will request such replacement in writing if required.
- Pegging of the site may be required while construction work is still in progress on the site. In this



- eventuality you are to liaise with the contractors on site to be kept informed of their actions.
- Pegging of each part of the site may only proceed on written instruction from the City's Project Manager.
- You will be required to mark Erf numbers on the kerb to enable the person responsible for handovers to identify the correct erven.
- prepare accurate cadastral plans showing all temporary and permanent features including all informal structures located on the site if any. The positions of the structures are to be mapped from recent aerial photographs.
- You are to report directly to the Project Manager
- The Land Surveyor is required to make provision:
 - For attending at least one Project Technical Committee meeting per month or as required by the City's Project Manager;
 - For short written updates to the City's Project Manager on the progress of the project submitted on a monthly basis or as required;

4.17. Beneficiary Administration Services

4.17.1 The Beneficiary Administrator will be responsible for the following:

- Identify potential beneficiaries in terms of the City's allocation policy with relevant stakeholders under guidance of the City's Project Manager and external Project Manager.
 - HSS Subsidy Registration and capture of beneficiaries
 - Public engagement and advertising regarding beneficiary identifications
 - Attending PSC and Public meetings
 - Allocate beneficiaries to the housing units in conjunction with the project Manager,
 - Complete the Deed of Sale document and Services Request Forms
 - Submit signed Deed of Sale Documents to Conveyancer
 - Attend handover of Housing units for beneficiaries and complete handover documentation.
 - Perform consumer education functions at the handover.
 - Complete and submit services request forms for every allocated beneficiary
 - Report to the COCT Project Manager regarding all matters pertaining to beneficiary administration
- Arrange in conjunction with the Principal Agent/Team Leader for the issuing of title deeds to all beneficiaries
 - Reconciliations and final report

4.18. Social Facilitation Services



4.18.1 The Social Facilitator will be responsible for the following:

- Will form part of the project steering committee and be the liaison person between project matters and the community.
- In liaison with the Principal Agent /Team Leader, be responsible for the drafting of Stakeholder Engagement Plan and ensure that it is kept up to date as the project progresses
- Will prepare meeting venues and assist the Ward Councillor on calling the public meetings.
- No public meeting will be organised by a Social Facilitator without an approval of the COCT Project Manager and the respective Steering Committee and Ward Councillor.
- Ensure effective public participation and transparency regarding beneficiary administration and job opportunities within the project.
- Will work in conjunction with the Beneficiary Administrator in advertising and communicating names of successful applicants and inform unsuccessful beneficiaries.
- Assist the Beneficiary Administrator in tasks as described
- The Social Facilitator will form part of the project team and will be required to report on progress to the external principal agent/team leader and thus be required to attend project meetings.
- CCT Project Manager will still be responsible for the project and will have a final say on issues regarding the project and the community.

4.19. Conveyancing Services

4.19.1 The Conveyancer will be responsible for the following:

- The opening of the township register for GP's of the sites.
- Conveyancing certificates for all parent erven by a qualified attorney listing restrictive conditions, if any, and certifying zoning of these erven.
- Submission of the Deed of Sale documentation to the Deeds Office.
- Ensuring timeous receipt of the title deeds
- Issuing of the title deeds to the City's Project Manager

4.20 Quantity Surveying Services



The Quantity Surveyor will be responsible for the following:

4.20.1 Inception,

- Assisting in developing a clear project brief
 - Attending project initiation meetings
 - Advising on the procurement policy for the project
 - Advising on other professional consultants and services required
 - Defining the quantities in terms of scope of work and services
 - Concluding the terms of the client/quantity surveyor professional services agreement with the client
 - Advising on economic factors affecting the project
 - Advising on appropriate financial design criteria
 - Providing necessary information within the agreed scope of the project to the other professional consultants
- And for which the following deliverables are applicable: ○ Agreed scope of work ○
 - Agreed services
 - Signed client/quantity surveyor professional services agreement

4.20.2 Concept and Viability,

- Agreeing the documentation programme with the principal consultant and other professional consultants
 - Attending design and consultants' meetings
 - Reviewing and evaluating design concepts and advising on viability in conjunction with the other professional consultants
 - Receiving relevant data and cost estimates from the other professional consultants
 - Preparing preliminary and elemental or equivalent estimates of construction cost
 - Assisting the client in preparing a financial viability report
 - Auditing space allocation against the initial brief
 - Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants

And for which the following deliverables are applicable: ○

- Preliminary estimate(s) of construction cost ○
- Elemental or equivalent estimate(s) of construction cost ○
- Space allocation audit for the project

4.20.3 Design and Development,

- Reviewing the documentation programme with the principal consultant and other professional consultants
 - Attending design and consultants' meetings
 - Reviewing and evaluating design and outline specifications and exercising cost control in conjunction



- with the other professional consultants
- Receiving relevant data and cost estimates from the other professional consultants
- Preparing detailed estimates of construction cost
- Assisting the client in reviewing the financial viability report
- Commenting on space and accommodation allowances and preparing an area schedule
- Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants

And for which the following deliverables are applicable:

- Detailed estimate(s) of construction cost
- Area schedule

4.20.4 Documentation and Procurement,

- Attending design and consultants' meetings
- Assisting the principal consultant in the formulation of the procurement strategy for contractors, subcontractors and suppliers
- Reviewing working drawings for compliance with the approved budget of construction cost and/or financial viability
- Preparing documentation for both principal and subcontract procurement
- Assisting the principal consultant with calling of tenders and/or negotiation of prices
- Assisting with financial evaluation of tenders
- Assisting with preparation of contract documentation for signature

And for which the following deliverables are applicable:

- Budget of construction cost ○
- Tender documentation ○
- Financial evaluation of tenders ○
- Priced contract documentation

□ 4.20.5

Construction,

- Attending the site handover
- Preparing schedules of predicted cash flow
- Preparing pro-active estimates for proposed variations for client decision making
- Attending regular site, technical and progress meetings
- Adjudicating and resolving financial claims by the contractor(s)
- Assisting in the resolution of contractual claims by the contractor(s)
- Establishing and maintaining a financial control system
- Preparing valuations for payment certificates to be submitted by the principal agent
- Preparing final account(s) including re-measurement required for the works on a progressive basis

And for which the following deliverables are applicable:



- Schedule(s) of predicted cash flow ○
- Estimates for proposed variations ○
- Financial control reports ○ V
- Valuations for payment certificates ○
- Progressive and draft final account(s)

4.20.6 Close out

- Preparing valuations for payment certificates to be issued by the principal agent
- Concluding final account(s)

And for which the following deliverables are applicable:

- Valuations for payment certificates
- Final account(s)

4.21 Regional Programme Management Coordinator

The Programme Management Coordinator will be responsible for the following

4.21.1 To assist the Region and Head Office with the following processes relating to various projects:

4.21.2 Project Initiation Process, which includes:

- Developing the project charter;
- Identifying stakeholders

4.21.3 Project Planning Process, which includes:

- Developing a project management plan;
- Scope definition;
- Define activities;
- Sequence activities;
- Estimate activity durations
- Estimate cost;
- Develop a communication plan
- Development a risk management plan
- Plan procurement strategy

4.21.4 Project Execution Process

- Assist with managing the project execution;
- Quality assurance;
- Project management team;
- Assist with procurement

4.21.5 Project Monitoring and Controlling Process

- Assist with monitoring and controlling projects;
- Assist with integrated change control;
- Assist with controlling scope;



- Assist with controlling cost;
- Assist with performance reports
- Assist with monitoring and controlling risk;
- Assist with procurement

4.21.6 Project Closing Process

- Assist with project close out
- Assist with closing procurements

5. EXTENT OF THE SERVICES

The employer's objective is to develop identified land parcels within the City of Cape Town into integrated residential developments, which will accommodate those beneficiaries who have been approved to receive a Government Housing Subsidy. As the location of these developments are situated in various areas, a decision was made that a single team of consultants would not be able to managed these developments simultaneously and that a panel of consultants be appointed to render the required services,

The purpose of this tender is therefore to acquire the services of a panel of four (4) teams of professional consultants to undertake this objective.

The intention is then to appoint one team of consultants to a region to plan, design, implement and complete developments, or part thereof within a period of 84 months.

The services to be provided in terms of this contract are inextricably linked to the Employer's three-year capital budget, and it should be noted that while the Employer has every intention of completing the full Scope of Work making full use of the budget allocation, the Employer's budget is subject to periodic review. Should it become necessary to vary the scope of work or even suspend or terminate this contract, such variation, suspension or termination shall be dealt with in accordance with the provisions of the Standard Professional Services Contract as amended by the Contract Data.

6. USE OF REASONABLE SKILL AND CARE

The Service Providers' attention is drawn to the fact that the proposed sites are located within the existing built-up areas. Safety of persons and property is therefore of paramount importance, closely followed by the minimisation of disruption and inconvenience to the residents of the area.

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 tender is to procure the professional services necessary to implement the Employers objective of providing integrated residential developments within the City of Cape Town.

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 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), published in Government Gazette No 34875, 20 December 2011, 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, which could include the following services:

- Undertaking currently running projects, where progress have been made up to a specific point, with the view of completing them;
- Undertaking any/all new projects from Inception to Close-out, (or as otherwise determined) over the next 84 month, where full implementation is possible in the time available;
- Undertaking the possible stages for any projects up to a logically determinable point (typically to Tender Documentation completion), where after the projects will be completed by the incoming professional team in future;
- Handing over relative projects to the in-coming team, which will be in place approximately from year 6 of this project.

7.2 Planning, Studies, Investigations and Assessments

7.2.1. Normal Services

The Service Provider shall carry out all of the studies and investigations necessary to determine the feasibility of constructing the infrastructure and residential units in the locations proposed and shall submit a preliminary report on the technical and financial feasibility of the project together with preliminary proposals in this regard.

Public and stakeholder participation (especially with the Parks, Water, Sewer, Stormwater and Electrical services authorities) will be an important part of this phase



of the project, and the Service Provider shall ensure that key personnel are available to attend community and stakeholder meetings as necessary.

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

Stage 1 – Inception

The Service Provider shall provide those services as described in the relevant section of Board Notice

190 of 2010: Guideline Scope of Services and Tariff of Fees, as are necessary to establish the Employers requirements and preferences assess user needs and options and confirm the project brief moving forward.

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

Stage 2 - Concept and Viability (Preliminary Design)

The Service Provider shall, in conjunction with the other Consultants, provide those services necessary for the development of a concept design, for both the Civil and electrical infrastructures and housing typologies, for submission to the Employer and other relevant authorities for approval.

The preliminary proposal shall take cognisance of including possible business, POS, and other community facilities within this development and shall ensure that the proposed new facilities are integrated into these developments.

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

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.

Stage 3 - Design Development (Detail Design)

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

The Service Provider shall be responsible for all service enquiries, wayleave applications and obtaining the necessary authority or permission from the relevant service authorities 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 the Services Authorities, or any other authority whose services are impacted upon by the proposed development.

A set of draft plans/drawings shall be submitted to both the Employer and services authorities 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.

Stage 4 – Documentation and Procurement

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

The construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) format. The General Conditions of Contract shall be the General Conditions of Contract for Construction Works, 2nd Edition 2010, published by the South African Institution of Civil Engineering. The Service Provider shall liaise with the Employer during the preparation of the 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 Services Authorities are incorporated into the specification and that, where necessary, tenderers are given the opportunity to price for the impact of such requirements/limitations/restrictions..

Specifications shall include, inter alia, a Health and Safety Specification, and an Environmental Management Plan.

The Service Provider should note that it is the Employer's preference that all payment items be measured out in the Bills of Quantities, as opposed to the use of provisional sums or prime cost items. Should provisional sums or prime cost items of greater value than R200 000 (incl. VAT) be included in the Bills of Quantities, the Service Provider will be expected to follow an open competitive process in respect



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

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

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

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

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

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

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

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

Stage 5 – Contract Administration and Inspection

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

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

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

reports are timeously submitted.

Stage 6 – Close-Out

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

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

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

7.2.2 Additional Services

Service Enquiries/Wayleave Applications

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

Targeted Procurement

The Service Provider shall provide all services related to targeted procurement in respect of the construction contract including, but not limited to, incorporation of targeted participation goals, the measuring of key participation indicators, auditing compliance by the construction contractor

Act as Leader of the Professional Team

The Service Provider shall assume leadership of the professional team (pertaining to this tender) and be responsible for the overall administration, co-ordination, programming of design and financial control of all works included in the services. The tenderer will be required to report directly to the appointed internal Project Manager on each Project.

Construction Monitoring

Construction monitoring is considered to be a vitally important part of this project, requiring the full time input of an experienced Clerk of Works for the Civil and Topstructure work. For this reason, it is specified that a level 4 construction monitoring service (as per the Guideline Scope of Services document referred to



above) must be provided by the Civil Engineer appointed for each project

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

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

The Employer 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, 1993 (Act No 85 of 1993) and Construction Regulations, 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).

7.3 Time Frames/Milestones

Milestones set by the Employer typically revolve around budget cycles and the need to spend the budget in any given financial year. The important milestones are therefore the financial year ends (30 June each year) and the Service Provider will be expected to establish a project programme, in consultation with the Employer and the other Consultants 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.

For each project we have estimated a time period not exceeding 60 months, from the date of appointment to works completion.

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

7.4 Places for the Performance of Specific Tasks

It is anticipated that the majority of the work involved in the reporting, preliminary



design and detail design and tender stages will be undertaken at the Service Provider's local office. The construction monitoring service will take place at the site of the project.

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

7.5 Reporting Requirements

Aside from the three particular reports required in terms of the brief above (the Conceptual Planning Report, Tender Evaluation Report and Project Close-Out Report), the Service Provider will be required to prepare and submit a monthly Management Report which addresses all matters pertaining to the Project. This will include providing an update on the Expanded Public Works Programme for every project.

Furthermore, the Service Provider shall submit monthly cost reports to the Employer showing expenditure in respect of both the Service Provider's appointment and the construction contractor's contract, together with the anticipated spend to the end of the financial year in question.

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

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

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

8. REFERENCE DATA

All relevant information pertaining to the various projects depicted in this tender will be made available to the appointed Service Provider for reference purposes.

9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

10. APPROVALS

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

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

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

11. PROCUREMENT

11.1 Preferential Procurement

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

Financial penalties, as described in the **Preference Schedule**, shall be applied in the event that the Contractor is found to have breached 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** 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.



11.4 Minimum targeted labour contract participation goal

Tenderers are to note that the principals and requirements of the Expanded Public Works Programme (EPWP) will form an integral part of any works project awarded under this this contract and that successful service providers would have to closely interact with the contractors to ensure that adhere to and abide by the conditions as stated as follows.

In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at alleviating poverty through the creation of temporary employment opportunities using labour intensive methodologies and practices where possible, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.

It is a requirement of this term tender contract, therefore, that the work be executed in such a manner so as to maximise the use of labour intensive construction methods in order to provide low and semi-skilled temporary employment opportunities.

To this end, a minimum targeted labour contract participation goal is specified below, which shall be achieved by the Contractor in the performance of each Works Project contract, failing which, penalties as described will be applied. The Contractor is required to provide all skills training where necessary, so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of training shall be included in the rates for the various work activities.

The specified minimum targeted labour contract participation goal (CPG_L) is

2%

The minimum CPG_L is such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead. It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Principal Agent to do so, submit details of his/her plan to achieve the minimum CPG_L in the Works Project. This plan must be in line with the formula below, determining the number of job opportunities to be created in terms of the applicable project type i.e. installation of civil engineering services and or construction of top structures linked to the relevant project size and scope of works:

This formula is linked to the Directorate's core business in planning and implementing projects providing Services (USDG) and Top Structures (HSDG) in terms of the City's service delivery mandate. The primary intent of the application is to establish minimum standards against which the EPWP performance against targets can be applied and measured in all active projects across the board within the line



department.

1. Engineering Services Contracts

As a minimum, a ratio of 1 EPWP job opportunity (unskilled worker) must be created for each R2 000 000.00 (excl. VAT) of the contract value, must be applied.

Based upon the total contract value (excl.VAT) the Contractor and Principal Agent shall calculate and agree to the amount of EPWP opportunities that will be created on the contract, within two weeks of commencement of the works.

2 Top Structures Contracts

As a minimum, a ratio of 2 EPWP job opportunities for the disciplines listed below must be created for every 5 top structures to be built, must be applied

Disciplines

Brick layer (1)

Brick layer assistant / Unskilled (2)

Carpenter assistant / Unskilled (1)

Plumber assistant / Unskilled (1)

Based upon the amount of Top Structures, the Contractor and Principal Agent shall calculate and agree to the amount of EPWP opportunities that will be created on the contract, within two weeks of commencement of the works.

If, due to the selection of items and quantities in any individual Works Project, it is not possible for the Contractor to achieve the specified minimum CPG_L on that particular Works Project, then the Principal Agent, at his/her sole discretion, may reduce such minimum CPG_L upon motivation by the Contractor.

3.5.2.2 Definitions

For the purposes of the requirements in respect of the participation of targeted labour, the following definitions shall apply:

“Target area” means the geographical area described in the Works Project contract document.

“Targeted labour contract participation goal (CPG_L)” means the sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-contractors contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract and in line with the predetermined number of job opportunities to be created through a project as per the applicable formula for calculation for the relevant project type i.e. installation of civil engineering services and or construction of top structures linked to the relevant project size and scope of works.



“Targeted labour” means low and semi-skilled individuals, whose wages (excluding any benefits) do not exceed the threshold value, who reside in the target area, that are employed by the Contractor, or any of his/her sub-contractors, in the performance of the contract.

“Threshold value” is R350.00 per day as adjusted from time to time (excluding any benefits). The threshold value is not to be confused with any industry sector minimum wage determined in accordance with the Basic Conditions of Employment Act, 75 of 1977.

“Value of the contract” means the Works Project contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

3.5.2.3 The selection and recruitment of targeted labour

Where targeted labour is to be drawn from specific local communities (defined in terms of the target area), such labour shall be identified using the relevant Sub-Council Job-Seekers Database. The Contractor shall request, via a Community Liaison Officer (if required in terms of the contract), a list of suitable candidates from the database, from which the Contractor shall make his/her final selection. The contractor shall enter into written contracts of temporary employment with all targeted labour.

Any difficulty experienced by the Contractor in identifying candidates through the Job-Seekers Database, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Principal Agent.

3.5.2.4 Contract participation goal credits

Credits towards the achieving the minimum CPG_L shall be granted by converting the total monetary value of wages paid to targeted labour (including that of sub-contractors) to a percentage of the value of the contract and linked to the actual number of job opportunities to be created and reported through the Monthly Project Labour Report.

No credits shall be accorded should the contractor/sub-contractor fail to enter into written contracts with the targeted labour. Furthermore, no credits shall be accorded in respect of targeted labour employed on work in respect of provisional sums or prime cost items. Such labour shall nevertheless be recorded on the Monthly Project Labour Report which is required to be furnished by the Contractor.

3.5.2.5 Training of targeted labour

The Contractor is required to provide all informal (on-the-job) skills training so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of informal training shall be included in the rates for the various work activities.



3.5.2.6 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted labour contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_L^S - \text{CPG}_L^A) \times P^*$$

Where CPG_L^S = the specified minimum targeted labour participation goal
(expressed as a percentage).

CPG_L^A = the targeted labour contract participation goal at
(expressed as a percentage).

P^* = the value of the contract.

12. FORMAT OF COMMUNICATION

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

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

13. KEY PERSONNEL

1. A **Principal Agent/Team Leader** with a built environment qualification and at least 5 (five) years verifiable post graduate experience in project management, relating to the planning, design and construction monitoring services of government subsidised housing developments. The Principal Agent/Team Leader will assume full contractual responsibility with the employer and full responsibility for the professional team and all the services carried out in terms of this tender, which is primarily assembling, managing and driving the professional team. The Principal Agent/Team Leader must be a member of the South African Council for the Project and Construction Management Professions (SACPCMP) and must provide current proof in this regard. (Note: The Principal Agent/Team Leader cannot fulfil the role, or undertake any of the disciplines mentioned below)

2. An ECSA registered **Professional Engineer** with at least 5 (five) years verifiable post registration experience in the planning, design and construction monitoring of government subsidised residential developments and who will be responsible for all Civil Engineering design works (infrastructure and structures) carried out in terms of this tender. (Note: Can directly be employed by the Tenderer or employed as a Sub-Consultant)
3. An ECSA or SACNASP registered **Professional Geotechnical Engineer/Engineering Geologist** with at least 5 (five) years verifiable post graduate experience in undertaking geotechnical engineering work and who will be responsible for all geotechnical work required in terms of this tender. (Note: Can directly be employed by the Tenderer or employed as a Sub-Consultant)
4. An ECSA registered **Professional Transport/Traffic Engineer/Technologist** with at least 5 (five) years verifiable post registration experience in undertaking Traffic Impact Assessment work relating to residential developments and who will be responsible for all Traffic/Transportation work required in terms of this tender. (Note: Can directly be employed by the Tenderer or employed as a sub-consultant)
5. A SACPLAN registered **Town Planner** with at least 5 (five) years verifiable post graduate experience in town planning practice relating to government subsidised residential developments and who will be responsible for all town planning work carried out in terms of this tender. (Note: Can directly be employed by the Tenderer or employed as a sub-consultant)
6. A SACAP registered **Urban Designer/Architect/Technologist** with at least 5 (five) years verifiable post graduate experience in government subsidised residential developments and who will be responsible for all such work carried out in terms of this tender. The Architect will ensure that the designs are within the current urban planning design guidelines. (Note: Can directly be employed by the Tenderer or employed as a sub-consultant)
7. An **Environmental Assessment Practitioner** who has at least five (5) years verifiable post graduate experience in environmental impact assessments and who will be responsible for all such work carried out in terms of this tender. (Note: Can directly be employed by the Tenderer or employed as a sub-consultant)
8. A SAGC registered **Land Surveyor** with at least 5 (five) years verifiable post graduate experience in surveying residential developments and who will be responsible for all such work carried out in terms of this

tender, including the uploading of the Approved General Plans to the City's GIS Department and who will be responsible for all such work carried out in terms of this tender. (Note: Can directly be employed by the Tenderer or as a sub-consultant)

9. A **Clerk of Works (Civil)** with at least 5 (five) years verifiable experience in construction site supervision relating to the construction of civil engineering infrastructure and who will be responsible for all on-site construction activities, including quality assurance, in terms of this tender. (Note: Can be directly employed by the Tenderer)
10. A **Clerk of Works (Buildings)** with at least 5 (five) years verifiable experience in construction site supervision relating to the construction of residential developments and who will be responsible for all on-site construction activities, including quality assurance, in terms of this tender. (Note: Can be employed by the Tenderer or employed as a sub-consultant)
11. A SACPCMP registered **Health & Safety Officer/Specialist** with at least 5 (five) years verifiable experience in residential developments, who will be responsible for all health & safety planning and assurance work carried out in terms of this tender. (Note: Can directly be employed by the Tenderer or employed as a sub-consultant).
12. A competent **Environmental Control Officer** with at least 5 (five) years verifiable experience in residential developments, who will be responsible for all environmental control work carried out in terms of this tender. (Note: Can directly be employed by the Tenderer or employed as a sub-consultant)
13. A competent **Social Facilitator** with at least 5 (five) years verifiable experience in government subsidised residential developments, who will be responsible for all public participation and stakeholder engagement work to be carried out in terms of this tender. (Note: Can directly be employed by the Tenderer or employed as a sub-consultant)
14. A competent **Beneficiary Administrator** with at least 5 (five) years verifiable experience in subsidised Housing developments, who will be responsible for all Beneficiary Administration services required in terms of this tender. (Note: Can directly be employed by the Tenderer or employed as a sub-consultant)
15. A registered **Conveyancing Attorney** with at least 5 (five) years verifiable post graduate experience, who will be responsible for all Conveyancing work carried out in terms of this tender. Note: Can directly be employed by the Tenderer or employed as a sub-consultant).

16. A permanent **Regional Programme Management Coordinator** to assist the Region and Head Office in Monitoring, Updating and Compiling Monthly Reports pertaining to housing projects within the Region. (Note that the individual must have suitable qualification in the built environment, registered as a certified Project Manager and have at least 5 years' experience as a Project Manager on construction projects)

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

It is also brought to the attention of tenderers that should any of the sub-consultants of the four (4) highest ranked tenderers be employed by two or more of these ranked tenderers, the employer will reserve the right to request the either tenderers to source another equally qualified sub-consultant at the same rates, terms and conditions for which the appointed sub-consultant was appointed.

14. MANAGEMENT MEETINGS

14.1 Management Meetings

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

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

During the course of the Documentation and Procurement stage, the Service Provider



shall attend and participate in the SCM Bid Specification and Bid Evaluation Committee meetings in order to present the contract document and tender evaluation report to the Employer.

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.

In terms of the City's cost containment measures and in terms of skills transfer, the Service Provider will be required to provide on the job training and coaching to suitably qualified officials employed by the Human Settlements Directorate.

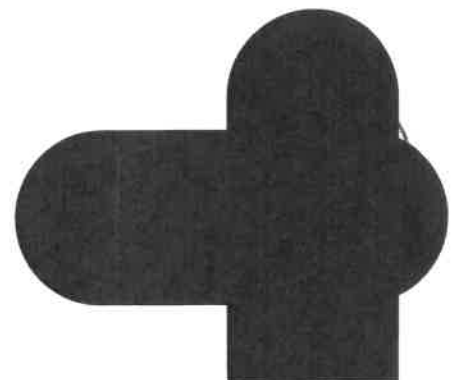
All charges in respect of attendance at meetings and the provision of secretarial services shall be included in the tendered basic fee (Item No .1.1: C2.2 Activity Schedule).

14.7 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.

14.8 EMPLOYER'S RIGHT TO RECOVER COSTS

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



Annexures

Annex 1: Key Personnel

Annex 2: Professional Indemnity Insurance

Annex 3: Occupational Health and Safety Agreement

Annex 4: City of Cape Town Regional Aerial Map



Annex 1: Key Personnel

CITY OF CAPE TOWN

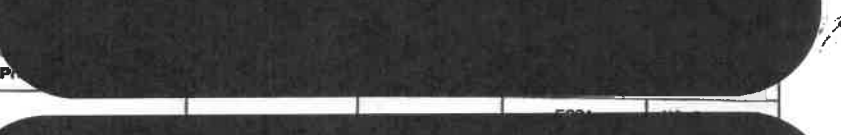
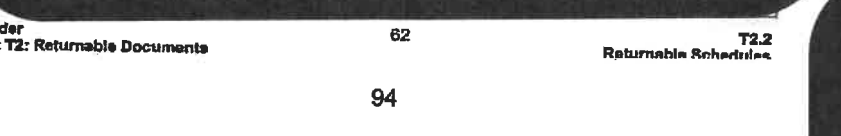
HUMAN SETTLEMENTS DIRECTORATE – HOUSING DEVELOPMENT DEPARTMENT

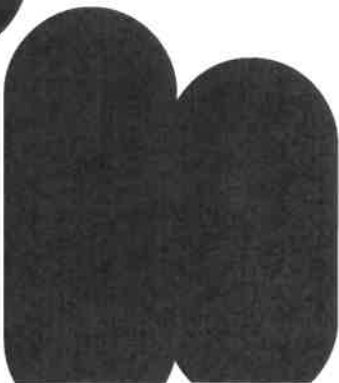
CONTRACT NO. 259C/2021/22

APPOINTMENT OF FOUR (4) REGIONAL TEAMS OF MULTIDISCIPLINARY PROFESSIONAL CONSULTANTS TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT AND CONSTRUCTION MONITORING SERVICES RELATING TO HUMAN SETTLEMENTS WITHIN THE CITY OF CAPE TOWN

SCHEDULE 11: KEY PERSONNEL

The tenderer is referred to Clause .C1.2.1.4.2 and shall insert in the spaces provided below details of the key personnel.
Note: For verification purposes, the Curriculum Vitae (CV) of each individual must be appended to this schedule.

1.Principal Agent/Team Leader (The Tenderer)	
SACD/CIS	NAME
	
2.	
M	
3.Pro	
M	
4.Pro	
5.Pr	



13.Land Surveyor				
[REDACTED]				
[REDACTED]				
[REDACTED]				YEARS ED ENCE
[REDACTED]				S
[REDACTED]				
[REDACTED]				
[REDACTED]				YEARS
[REDACTED]				

[REDACTED]

CONTRACT NO. 250C/2021/22

SCHEDULE 13: PROFESSIONAL INDEMNITY INSURANCE[illegible]

SIGNED ON BEHALF OF TENDERER: [REDACTED]

22 June 2021

TO WHOM IT MAY CONCERN

Dear Sir / Madam

PROOF OF INSURANCE LETTER

This letter serves to confirm that the following entity have the given Insurance Policy in place

OWS CIVILS (PTY) LTD

- | | | |
|---------------------|---|--|
| 1. Cover | : | Professional Indemnity / Third Party Liability Insurance |
| Limit of indemnity | : | R10 000 000 each and every claim |
| 2. Cover | : | General Public Liability Insurance |
| Limit of Indemnity | : | R10 000 000 each and every claim |
| Deductible | : | R20 000 each and every claim |
| Period of Insurance | : | 01 June 2021 to 31 May 2022 |
| Renewal Date | : | 01 June 2022 |
| Retroactive date | : | 01 June 2018 |
| Policy Number | : | [REDACTED] |
| Insurers | : | [REDACTED] |

We confirm that the above-mentioned policy is currently in full force and effect and is subject to the terms, conditions and exclusions of the policy wording.

Yours faithfully

AON PROFESSIONAL RISKS

[REDACTED]
Aon South Africa (Pty) Ltd

[REDACTED]
[REDACTED]

fia

Aon South Africa (Pty) Ltd

Annex 3: Occupational Health and Safety Agreement

CITY OF CAPE TOWN

HUMAN SETTLEMENTS DIRECTORATE – HOUSING DEVELOPMENT DEPARTMENT

CONTRACT NO. 260C/2021/22

APPOINTMENT OF FOUR (4) REGIONAL TEAMS OF MULTIDISCIPLINARY PROFESSIONAL CONSULTANTS TO UNDERTAKE THE PLANNING, DESIGN, PROCUREMENT AND CONSTRUCTION MONITORING SERVICES RELATING TO HUMAN SETTLEMENTS WITHIN THE CITY OF CAPE TOWN

C1.3 Occupational Health and Safety Agreement

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

.....
(Service Provider/Mandatory/Company/CC Name)

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

I,, representing

....., as an employer

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

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

COID ACT Registration Number:

OR Compensation Insurer:

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 declare that I have read and understand the appended Occupational Health and Safety Specification and Plan

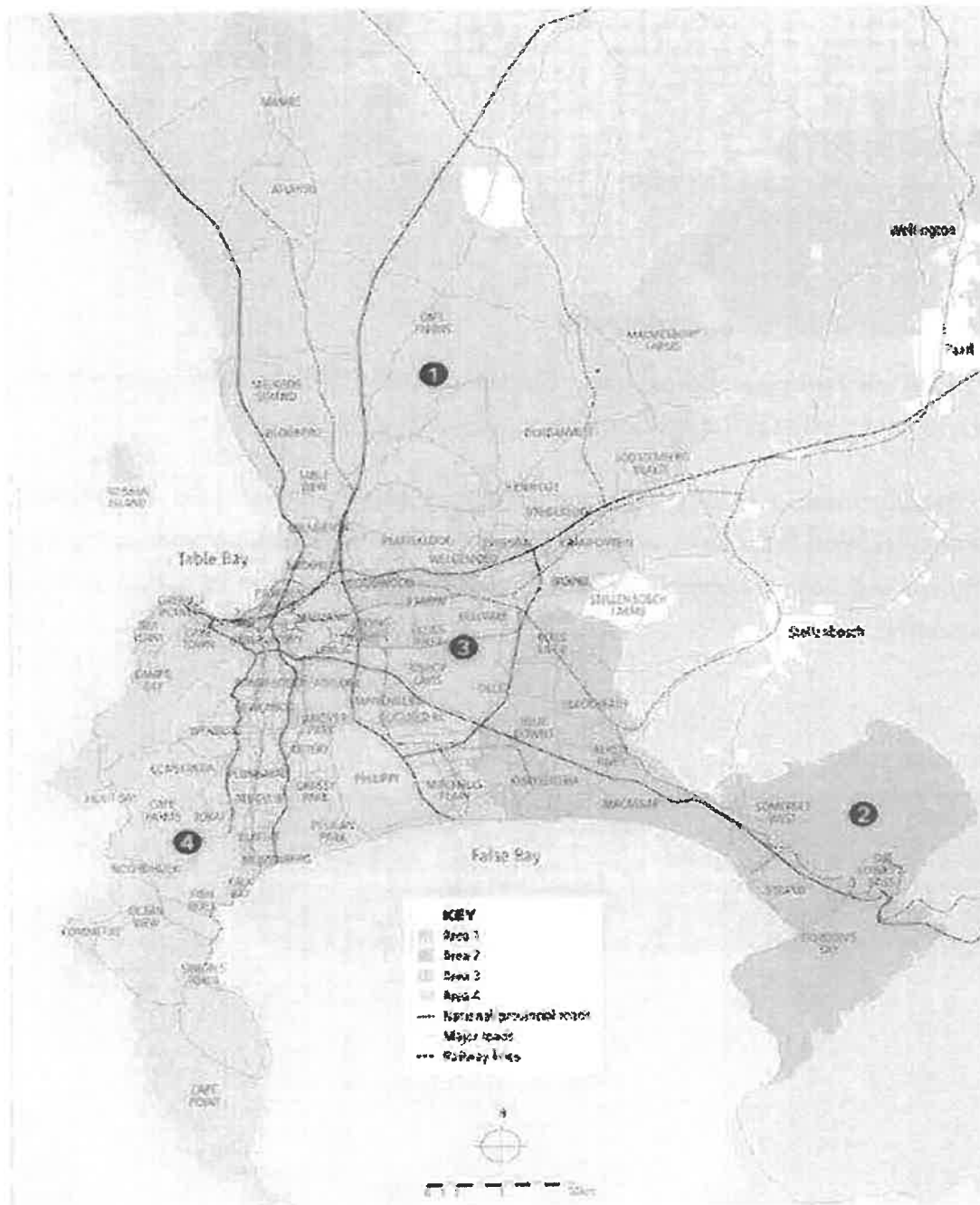
Signed day of

Witness

Signed day of

for and on behalf of
City of Cape Town

City of Cape Regional Aerial Map





CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CM
City Manager
Lungelo [redacted]

03 April 2023

[redacted]
[redacted]
[redacted] SETTLEMENTS

ACTING EXECUTIVE DIRECTOR: HUMAN SETTLEMENTS APPOINTMENT

You are hereby appointed as Acting Executive Director: Human Settlements with effect from 08:00 on Monday, 04 April to 16:30 on Friday, 07 April 2023.

All delegations, responsibilities and accountabilities assigned to that of the Acting Executive Director: Human Settlements will be applicable during the duration of your acting period. You are required to contact the Executive Director in the event of approvals for your department.

Yours sincerely,

[redacted]
City Manager