

CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

Making progress possible. Together.

## MEMORANDUM OF AGREEMENT

FOR THE

PROVISION OF PROFESSIONAL SERVICES: DESIGN AND  
CONSTRUCTION MONITORING OF SUBSTATIONS / SWITCHING  
STATIONS AND BUILDING ADDITIONS, ALTERATIONS AND  
RENOVATIONS AND OTHER DESIGN/  
IMPLEMENTATION/MANAGEMENT OF WORKS PROJECTS  
INCLUDING FEASIBILITY STUDIES FOR THE INSTALLATION AND  
REPLACEMENT OF ELECTRICAL EQUIPMENT AND  
INFRASTRUCTURE

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

[REDACTED]  
(REGISTRATION NO. [REDACTED])

[MAIN SERVICE PROVIDER IN AREA EAST AND AREA SOUTH,  
ALTERNATIVE SERVICE PROVIDER IN AREA NORTH]

Contract No 29OC/2020/21

## PREAMBLE

WHEREAS Tender 290C/2020/21 was awarded to [REDACTED] and [REDACTED] in line with resolution SCMB 13/06/22 dated 06 June 2022 for the Provision of Professional Services: Design and Construction Monitoring of Substations / Switching Stations and Building Additions, Alterations and Renovations and other Design/ Implementation/Management of works projects including feasibility studies for the installation and replacement of electrical equipment and infrastructure, for sixty (60) months from date of commencement of contract (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](http://www.cidb.org.za), ("GCC"), read with the Contract Specific Data ("SCC") annexed hereto marked "PART C1.2: CONTRACT DATA".

## NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

### 1. PARTIES

The Parties to this Contract are:

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

1.2. [REDACTED] a private company registered in terms of the laws of the Republic of South Africa with registration no: 2015/438525/07, with its principal place of business situated at [REDACTED] (the "Service Provider"), herein represented by its duly authorised representative, [REDACTED] in his capacity as Technical Director.

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

### 2. INTERPRETATION

2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Parts attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:

- 2.1.1. first, the terms and conditions of the CSD;
- 2.1.2. second, the terms and conditions of the GCC;
- 2.1.3. third, Parts and Annexures to this Contract; and



2.1.4. fourth, any other documents incorporated by reference.

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

### 3. APPOINTMENT AND DURATION

- 3.1. The Employer hereby appoints the **Service Provider** to perform the Scope of Work for the Employer from the Date of Commencement.
- 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 sixty (60) 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.

# COMPULSORY ENTERPRISE QUESTIONNAIRE

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## SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise: [REDACTED]

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

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

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

Section 3: cldb registration number, if any: N/A

Section 4: Particulars of sole proprietors and partners in partnerships N/A

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

### Section 5: Particulars of companies and close corporations

Company registration number: [REDACTED]

Close corporation number: N/A

Tax reference number: [REDACTED]

### Section 6: Foreign Bidding Suppliers

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered? ☒ Yes ☐ No - Annexure C  
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

Tender  
Part T2: Returnable Documents  
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T2.2  
Returnable Schedules

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

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
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

The tenderer shall attach address of the local office — Annexure D

Physical address: . . .  
.....  
.....

SIGNED ON BEHALF OF TENDERER: ....

## PART C1 : AGREEMENTS AND CONTRACT DATA

### Part C1.1: Offer and acceptance

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#### C1.1 Form of Offer and Acceptance - Distribution Area East

##### Offer

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

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

The Schedule of Rates Activity Schedule (excluding VAT) contained in Part C2.1 Pricing Data shall form an integral part of 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 awarded in accordance with the procedures described in Part C1.2 Contract Data under this Term Tender.

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/lenderer) .....

(Address of organization/lenderer) .....

Name and signature of witness ..... Date 25/03/2021

For official use.

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Returnable Documents

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### C1.1 Form of Offer and Acceptance - Distribution Area North

#### Offer

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

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

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

The Schedule of Rates Activity Schedule (excluding VAT) contained in Part C2.1 Pricing Data shall form an integral part of 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 awarded in accordance with the procedures described in Part C1.2 Contract Data under this Term Tender.

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 25/03/2021

For official use.  
INITIALS OF CITY OFFICIALS AT TENDER  
OPENING

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### C1.1 Form of Offer and Acceptance - Distribution Area South

#### Offer

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

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

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

The Schedule of Rates Activity Schedule (excluding VAT) contained in Part C2. Pricing Data shall form an integral part of 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 awarded in accordance with the procedures described in Part C1.2 Contract Data under this Term Tender.

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 25/03/2021

For official use.

INITIALS OF CITY OFFICIALS AT TENDER

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Part T2: Returnable Documents  
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## Part C1.1: Offer and acceptance (continued)

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### Acceptance

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

The terms of the contract, are contained in:

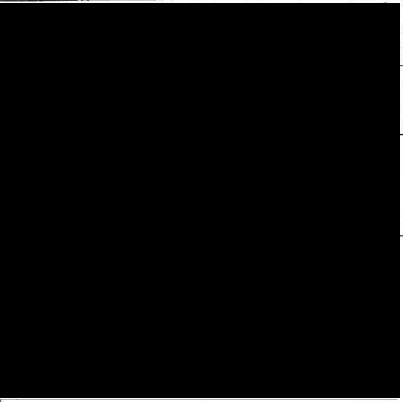
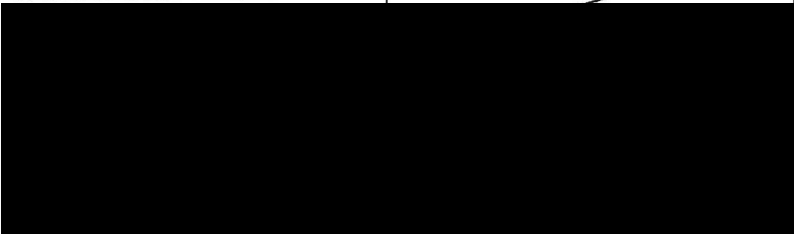
|          |                                                               |
|----------|---------------------------------------------------------------|
| Part C1: | Agreements and contract data, (which includes this agreement) |
| Part C2: | Pricing data                                                  |
| 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                                                                                            |                            |
| Business Registration                               | Not Applicable                                                                                               |                                                                                                              |
| Tax number (VAT)                                    | 4500193497                                                                                                   |                                                                                                              |
| Physical Address                                    | 12 Hertzog boulevard<br>Cape Town<br>8000                                                                    |                                                                                                              |
| Accepted contract sum including tax                 | Rates Based                                                                                                  | Rates Based                                                                                                  |
| Accepted contract duration                          | sixty (60) months from date of commencement of contract (subject to approval of an MFMA section 33 process). | sixty (60) months from date of commencement of contract (subject to approval of an MFMA section 33 process). |
| Signed – who by signature hereto warrants authority |                           |                                                                                                              |
| Name of signatory                                   |                                                                                                              |                                                                                                              |
| Signed: Date                                        | 15 NOV 2022                                                                                                  | 08/11/2022                                                                                                   |
| Signed: Location                                    | CAPE TOWN                                                                                                    | Bellville                                                                                                    |
| Signed: Witness                                     |                          |                                                                                                              |
| Name of Witness                                     |                                                                                                              |                                                                                                              |

## Schedule of Deviations

### Notes:

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

1 Subject .....

Details .....

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2 Subject .....

Details .....

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3 Subject .....

Details .....

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4 Subject .....

Details .....

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5 Subject .....

Details .....

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

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



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## Part C1.2: Contract Data

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### 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](http://www.cidb.org.za). Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer.

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

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

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

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

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

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

##### CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

##### Clause 1:

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

The Employer is the CITY OF CAPE TOWN.



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

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

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

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

The Tenderer, once appointed and subject to operational requirements, will be invited to execute the Works by means of Works Projects for individual projects as and when required with clearly stipulated period of performance.

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

The project is the **PROVISION OF PROFESSIONAL SERVICES: DESIGN AND CONSTRUCTION MONITORING OF SUBSTATIONS / SWITCHING STATIONS AND BUILDING ADDITIONS, ALTERATIONS AND RENOVATIONS AND OTHER DESIGN/ IMPLEMENTATION/MANAGEMENT OF WORKS PROJECTS INCLUDING FEASIBILITY STUDIES FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND INFRASTRUCTURE**

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

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

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

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

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

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

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

Add the following definition:

#### **Intellectual Property**

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

#### **Clause 3**

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

Add the following after clause 3.1

### Clause 3.2

- a) The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating**
- b) **from this tender, such clause shall also be applicable to that contract.**

Please refer to this document contained on the CCT's website.

- c) 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: **ELECTRICITY GENERATION AND DISTRIBUTION.**

The address for receipt of communications is: [REDACTED]

Telephone: [REDACTED]

Facsimile: [REDACTED]

E-mail: [REDACTED]

Postal Address: [REDACTED]

Physical Address: [REDACTED]

### 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:

- hand delivered – on the working day of delivery
- sent by registered mail – five (5) working days after mailing
- 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 split between the **City of Cape Town boundaries** and the local office of the service provider, together with the site of the works project situated within the City of Cape Town Electricity boundaries and Eskom Areas. 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**

If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

*Add the following:*

The penalty amount per day is as follows:

- A penalty fee of 0.1 % of the value of the works project document per day will be charged against the Service Provider for failing to commence with the works as per the agreed timeline.
- A penalty fee of 0.1 % of the value of the works project document per day will be charged against the Service Provider for failing to complete the works as per the agreed timeline. These timelines will be agreed in line with the guidelines given in Section 14 of the C3.1 Contract Data.

This penalty shall apply to delayed delivery of any items detailed in the agreed timelines stipulated in the Works Project Document.

The maximum penalty amount is as follows:  
10% of the value of the Works Project Document

#### **Clause 3.12.2**

If the Employer has become entitled to the maximum penalty amount referred to in 3.12.1, he may after giving notice to the Service Provider:

- a) terminate the Contract
- b) complete the Services at the Service Provider's cost.

*Add the following after 3.12.2*

#### **Clause 3.12.3**

The Employer may impose the following additional penalties or fines:

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

#### **Clause 3.15.1:**

*Add the following:*

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

#### **Clause 3.16.2:**

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

*Add the following:*

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

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

*Add the following clause after clause 3.16*

##### **3.17.1 General**

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

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

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

### 3.17.2 Variations in Rates of Exchange

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

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

below.

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

### 3.17.3 Variations in Customs Surcharge and Customs Duty

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

### 3.17.4 Value of Imported resources at Base Date

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

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

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

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

#### **Clause 4.7:**

*Add the following:*

Payment of the tendered basic fee for normal services shall be in accordance with Clause 6 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.
- d) Insurance to the value of R 2 000 000 for damage to or physical loss of property of the Employer that is not part of the work, arising directly from the activities of the contract or other possible scenarios

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) The approval of any variation orders
- l) Waiving of any penalties

#### **Clause 6.4:**

*Add the following clause after Clause 6.3:*



#### **6.4 Conflict of interest**

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

#### **Clause 7.1.2**

*Add the following:*

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

#### **Clause 7.2.1:**

*Add the following:*

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

#### **Clause 8.1:**

*Add the following:*

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

#### **Clause 8.2**

8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

#### **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.

**ADDITIONAL CONDITIONS OF CONTRACT**

*Add the following Clause after Clause 15*

**Clause 16 Protection of Personal Information**

- 16.1. The Service Provider acknowledges that, for the purposes of the service level agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which the City is responsible in terms of POPIA. Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.
- 16.2. The Service Provider agrees that they will at all times comply with POPIA and the City's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.
- 16.3. The Service Provider agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement.
- 16.4. The Service Provider agrees that it shall notify the City immediately where there are

reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.

- 16.5. Unless so required by law, the Service Provider agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of the City.
- 16.6. The Service Provider hereby indemnifies and holds the City harmless against all claims, losses, damages and costs of whatsoever nature suffered by the City arising from or in relation to the Service Provider's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.
- 16.7. The Service Provider agrees that the City may conduct regular data protection audits on the Service Provider and undertakes to give its full co-operation in this regard.

#### **Clause 17. Periodic Review and Performance Monitoring**

- 17.1. This Agreement is valid for sixty (60) months from date of commencement of contract. This Agreement shall be review once every three years; however, in lieu of a review during any period specified, the current Agreement will remain in effect. The purchaser reserves the right to reduce or increase the scope of works according to the dictates of the budget, to terminate this contract, and/or to review and terminate this contract as is contemplated in Section 116(1)(b)(iii) of the Local Government: Municipal Finance Management Act 56 of 2003, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The 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, payment for good delivered.
- 17.2. As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the City shall monitor the performance of the contractor/supplier on at least a monthly basis, and the Service Provider agrees to provide the City with its full cooperation in this regard.

**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: .....

Contract  
Part C1: Agreements and Contract Data  
Reference No. 290C/2020/21

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C1.2  
Contract Data

## Part C1.3: Occupational Health and Safety Agreement

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 290C/2020/21

PROVISION OF PROFESSIONAL SERVICES: DESIGN AND CONSTRUCTION MONITORING OF SUBSTATIONS / SWITCHING STATIONS AND BUILDING ADDITIONS, ALTERATIONS AND RENOVATIONS AND OTHER DESIGN/ IMPLEMENTATION/MANAGEMENT OF WORKS PROJECTS INCLUDING FEASIBILITY STUDIES FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND INFRASTRUCTURE

### 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/Mandatar/Company/CC Name)

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

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

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

COID ACT Registration Number: [REDACTED]

OR Compensation Insurer: NIA Policy No.: NIA

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/her with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

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

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

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

Signed at Bellville on the 25th day of March 2021

Witness

Signed at Bellville on the 10 day of November 2022

Witness

Contract  
Part C1: Agreements and Contract Data  
Reference No. 290C/2020/21

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C1.3  
Health and Safety Agreement



## Part C1.4: Insurance Broker's Warranty

CITY OF CAPE TOWN

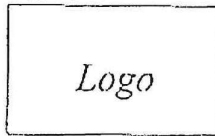
ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 290C/2020/21

PROVISION OF PROFESSIONAL SERVICES: DESIGN AND CONSTRUCTION MONITORING OF SUBSTATIONS / SWITCHING STATIONS AND BUILDING ADDITIONS, ALTERATIONS AND RENOVATIONS AND OTHER DESIGN/ IMPLEMENTATION/MANAGEMENT OF WORKS PROJECTS INCLUDING FEASIBILITY STUDIES FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND INFRASTRUCTURE

### C1.4 Insurance Broker's Warranty

Pro Forma



*Letterhead of Contractor's Insurance Broker*

Date \_\_\_\_\_

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

Dear Sir

CONTRACT NO.: 290C/2020/21

CONTRACT TITLE: PROVISION OF PROFESSIONAL SERVICES: DESIGN AND CONSTRUCTION MONITORING OF SUBSTATIONS / SWITCHING STATIONS AND BUILDING ADDITIONS, ALTERATIONS AND RENOVATIONS AND OTHER DESIGN/ IMPLEMENTATION/MANAGEMENT OF WORKS PROJECTS INCLUDING FEASIBILITY STUDIES FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND INFRASTRUCTURE

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

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

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

Yours faithfully

Signed: \_\_\_\_\_

For: \_\_\_\_\_

Contract  
Part C2: Pricing Data  
Reference No. 290C/2020/21

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C2  
Insurance Broker's Warranty

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## PART C2: PRICING DATA

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### 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, and/or price as applicable, is to be entered against each item in the Activity Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
4. The rates, sums, and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. The rates, sums and prices rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
5. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.

6. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Activity Schedule. This provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.
7. The categories of persons (A, B, C, D) in respect of time-based fee rates for professional services shall be as defined in the relevant guideline scope(s) of services (as referenced in the Specifications).
8. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
9. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, and prices for normal and additional services rendered.
10. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
11. Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km.
12. The per kilometre rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. This rate is currently R3.98/km (excluding VAT).
13. Tenderers are to note that the planning for this contract is based on a three-year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
14. All charges in respect of attendance at meetings and the provision of secretarial

services, shall be included in the tendered basic fee for normal services.

15. The consultant will be required to submit a resource plan, for agreement by the employer, before each work package commences. This resource plan will be the cap to the maximum fees payable on the works project, subject to changes required due to unforeseen works. Unforeseen events will require an updated resource plan from the consultant, for agreement by the employer.
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

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 290C/2020/21

PROVISION OF PROFESSIONAL SERVICES: DESIGN AND CONSTRUCTION MONITORING OF SUBSTATIONS / SWITCHING STATIONS AND BUILDING ADDITIONS, ALTERATIONS AND RENOVATIONS AND OTHER DESIGN/ IMPLEMENTATION/MANAGEMENT OF WORKS PROJECTS INCLUDING FEASIBILITY STUDIES FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND INFRASTRUCTURE

### C2.2 Activity Schedule

#### 1. Distribution Area East

SECTION A: NORMAL VALUE BASED SERVICES: (SERVICES BASED ON NEW DESIGNS)

|     |                                                                                                                         |      |                         |
|-----|-------------------------------------------------------------------------------------------------------------------------|------|-------------------------|
| 1   | PROJECT MANAGEMENT                                                                                                      | Unit | Amount (Excl. VAT)<br>R |
| 1.1 | Project Manager: Hourly rate.                                                                                           | R/hr | R 900-00                |
| 2   | PRINCIPAL AGENT                                                                                                         | Unit | Amount (Excl. VAT)<br>R |
| 2.1 | Principal agent: Hourly rate.                                                                                           | R/hr | R 900-00                |
| 3   | EMPLOYER'S AGENT                                                                                                        | Unit | Amount (Excl. VAT)<br>R |
| 3.1 | Employer's agent: Hourly rate.                                                                                          | R/hr | R 900-00                |
| 4   | ARCHITECTURAL SERVICES                                                                                                  | Unit | Amount (Excl. VAT)<br>R |
| 4.1 | Specialist                                                                                                              | R/hr | R 1,100-00              |
| 4.2 | >10 years' experience                                                                                                   | R/hr | R 900-00                |
| 4.3 | <10 years' experience                                                                                                   | R/hr | R 700-00                |
| 4.4 | Staff performing work of an architectural nature and carrying direct responsibility for activities related to a project | R/hr | R 630-00                |
| 4.5 | Staff performing work of an architectural nature under direction and control                                            | R/hr | R 550-00                |
| 5   | QUANTITY SURVEYING SERVICES                                                                                             | Unit | Amount (Excl. VAT)<br>R |
| 5.1 | Partner                                                                                                                 | R/hr | R 1,100-00              |
| 5.2 | Registered Professional                                                                                                 | R/hr | R 900-00                |
| 5.3 | Salaried Professional                                                                                                   | R/hr | R 700-00                |
| 6   | CIVIL and STRUCTURAL ENGINEERING SERVICES                                                                               | Unit | Amount (Excl. VAT)<br>R |
| 6.1 | Category A                                                                                                              | R/hr | R 900-00                |
| 6.2 | Category B                                                                                                              | R/hr | R 800-00                |
| 6.3 | Category C                                                                                                              | R/hr | R 700-00                |
| 6.4 | Category D                                                                                                              | R/hr | R 400-00                |

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|        |                                                                                                              |             |                         |
|--------|--------------------------------------------------------------------------------------------------------------|-------------|-------------------------|
| 7      | ELECTRICAL and MECHANICAL ENGINEERING SERVICES                                                               | Unit        | Amount (Excl. VAT)<br>R |
| 7.1    | Category A                                                                                                   | R/hr        | R900-00                 |
| 7.2    | Category B                                                                                                   | R/hr        | R800-00                 |
| 7.3    | Category C                                                                                                   | R/hr        | R650-00                 |
| 7.4    | Category D                                                                                                   | R/hr        | R400-00                 |
| 8      | GEOTECHNICAL ENGINEERING SERVICES                                                                            | Unit        | Amount (Excl. VAT)<br>R |
| 8.1    | Category A                                                                                                   | R/hr        | R1,200-00               |
| 8.2    | Category B                                                                                                   | R/hr        | R950-00                 |
| 8.3    | Category C                                                                                                   | R/hr        | R750-00                 |
| 8.4    | Category D                                                                                                   | R/hr        | R500-00                 |
| 9      | CONSTRUCTION MONITORING                                                                                      |             |                         |
| 9.1    | NORMAL SERVICES                                                                                              |             |                         |
| Item   | Service                                                                                                      | Fee<br>Unit | Amount (Excl. VAT)<br>R |
| 9.1.1  | Level 1 construction monitoring as described in the relevant board notices                                   | Lot/week    | R 0-00                  |
| 9.1.2  | Level 2 construction monitoring as described in the relevant board notices                                   | Lot/week    | R 3,000-00              |
| 9.1.3  | Level 3 construction monitoring as described in the relevant board notices                                   | Lot/week    | R 9,000-00              |
| 10     | OCCUPATIONAL HEALTH and SAFETY PRACTITIONER                                                                  |             |                         |
| 10.1   | NORMAL SERVICES                                                                                              |             |                         |
| Item   | Service                                                                                                      | Fee<br>Unit | Amount (Excl. VAT)<br>R |
| 10.1.1 | Basic risk assessment, compiling health & safety specification & approval of contractor health & safety plan | Lot         | R4,000-00               |
| 10.1.2 | Two site visits, one contract meeting per month & monthly report                                             | Lot/month   | R3,000-00               |
| 10.2   | ADDITIONAL SERVICES                                                                                          | Unit        | Amount (Excl. VAT)<br>R |
| 10.2.1 | Additional services: Hourly rate                                                                             | R/hr        | R500-00                 |
| 11     | PROJECT LEADER                                                                                               | Unit        | Amount (Excl. VAT)<br>R |
| 11.1   | Project Leader: Hourly rate                                                                                  | R/hr        | R900-00                 |

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SECTION B: SERVICES BASED ON RE-USING EMPLOYER'S EXISTING DESIGNS

|     |                                                                                                                         |      |                         |
|-----|-------------------------------------------------------------------------------------------------------------------------|------|-------------------------|
| 1   | PROJECT MANAGEMENT                                                                                                      | Unit | Amount (Excl. VAT)<br>R |
| 1.1 | Project Manager: Hourly rate.                                                                                           | R/hr | R900-00                 |
| 2   | PRINCIPAL AGENT                                                                                                         | Unit | Amount (Excl. VAT)<br>R |
| 2.1 | Principal Agent: Hourly rate.                                                                                           | R/hr | R900-00                 |
| 3   | EMPLOYER'S AGENT                                                                                                        | Unit | Amount (Excl. VAT)<br>R |
| 3.1 | Employer's agent: Hourly rate.                                                                                          | R/hr | R900-00                 |
| 4   | ARCHITECTURAL SERVICES                                                                                                  | Unit | Amount (Excl. VAT)<br>R |
| 4.1 | Specialist                                                                                                              | R/hr | R1,100-00               |
| 4.2 | >10 years' experience                                                                                                   | R/hr | R900-00                 |
| 4.3 | <10 years' experience                                                                                                   | R/hr | R700-00                 |
| 4.4 | Staff performing work of an architectural nature and carrying direct responsibility for activities related to a project | R/hr | R630-00                 |
| 4.5 | Staff performing work of an architectural nature under direction and control                                            | R/hr | R530-00                 |
| 5   | QUANTITY SURVEYING SERVICES                                                                                             | Unit | Amount (Excl. VAT)<br>R |
| 5.1 | Partner                                                                                                                 | R/hr | R1,100-00               |
| 5.2 | Registered Professional                                                                                                 | R/hr | R900-00                 |
| 5.3 | Salaried Professional                                                                                                   | R/hr | R700-00                 |
| 6   | CIVIL and STRUCTURAL ENGINEERING SERVICES                                                                               | Unit | Amount (Excl. VAT)<br>R |
| 6.1 | Category A                                                                                                              | R/hr | R900-00                 |
| 6.2 | Category B                                                                                                              | R/hr | R800-00                 |
| 6.3 | Category C                                                                                                              | R/hr | R700-00                 |
| 6.4 | Category D                                                                                                              | R/hr | R600-00                 |
| 7   | ELECTRICAL and MECHANICAL ENGINEERING SERVICES                                                                          | Unit | Amount (Excl. VAT)<br>R |
| 7.1 | Category A                                                                                                              | R/hr | R900-00                 |
| 7.2 | Category B                                                                                                              | R/hr | R800-00                 |
| 7.3 | Category C                                                                                                              | R/hr | R650-00                 |
| 7.4 | Category D                                                                                                              | R/hr | R600-00                 |



| B   | GEOTECHNICAL ENGINEERING SERVICES | Unit | Amount (Excl. VAT)<br>R |
|-----|-----------------------------------|------|-------------------------|
| B.1 | Category A                        | R/hr | R1,200.00               |
| B.2 | Category B                        | R/hr | R950.00                 |
| B.3 | Category C                        | R/hr | R750.00                 |
| B.4 | Category D                        | R/hr | R500.00                 |
| B   | PROJECT LEADER                    | Unit | Amount (Excl. VAT)<br>R |
| B.1 | Project Leader, Hourly rate       | R/hr | R900.00                 |

#### SECTION C: DISBURSEMENTS AND OTHER SERVICES

| 1              | DISBURSEMENTS AND OTHER SERVICES                                                | Unit | Cost (Excl. VAT)<br>R |
|----------------|---------------------------------------------------------------------------------|------|-----------------------|
| Other Services |                                                                                 |      |                       |
| 1.1            | Land Surveyor                                                                   | R/hr | R750.00               |
| 1.2            | Beacon Certificate & Servants                                                   | R/hr | R750.00               |
| 1.3            | Civil Survey & CAD drawing - new buildings where no plans exist or in part only | R/hr | R500.00               |
| 1.4            | Conveyancer Certificate                                                         | R/hr | R700.00               |
| 1.5            | Conveyancer Registration of Evid                                                | R/hr | R700.00               |
| 1.6            | Environmental Consultant Service: EMP or EIA                                    | R/hr | R700.00               |
| 1.7            | Green Accredited Professional                                                   | R/hr | R700.00               |
| 1.8            | Environmental Consultant Service, ECO                                           | R/hr | R700.00               |
| 1.9            | Landscape Architect: SOP & LSP                                                  | R/hr | R800.00               |
| 1.10           | Taxi Planner, LUMS Issues                                                       | R/hr | R900.00               |
| 1.11           | Heritage Specialist, HIA/Demolition Certificate                                 | R/hr | R800.00               |
| 1.12           | Wetland Specialist Service                                                      | R/hr | R800.00               |
| 1.13           | Botanical Specialist Service                                                    | R/hr | R600.00               |
| 1.14           | Traffic Study                                                                   | R/hr | R700.00               |
| 1.15           | Structural Integrity Report                                                     | R/hr | R700.00               |
| 1.16           | Interior Design Service                                                         | R/hr | R500.00               |
| 1.17           | Rational Fire Design (RFD)                                                      | R/hr | R700.00               |
| 1.18           | XA Calculations                                                                 | R/hr | R800.00               |

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| 1                    | DISBURSEMENTS AND OTHER SERVICES                                                                                                                                                                       | Unit                 | Cost (Excl. VAT)<br>R |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------|
| 1.15                 | Baseline Risk Assessment & Safety Management                                                                                                                                                           | R/hr                 | R500-00               |
| 1.20                 | Municipal (BOM) Approval & Drawings                                                                                                                                                                    | R/hr                 | R900-00               |
| 1.21                 | Building Survey / Civil Survey & CAD drawing – existing buildings where no plans exist                                                                                                                 | R/m                  | R700-00               |
| 1.22                 | Geotechnical Investigation                                                                                                                                                                             |                      |                       |
| 1.22.1               | Trial holes                                                                                                                                                                                            | each                 | R500-00               |
| 1.22.2               | Testing (DCP and/or DPMH)                                                                                                                                                                              | each                 | R300-00               |
| 1.22.3               | Health & Safety                                                                                                                                                                                        | Lot/site             | R1,100-00             |
| 1.22.4               | Reporting                                                                                                                                                                                              | Lot/site             | R8,000-00             |
| 1.23                 | Acoustic Consultancy Services                                                                                                                                                                          | R/hr                 | R800-00               |
| 1.24                 | Construction Monitoring Level 3                                                                                                                                                                        | month                | R34,000-00            |
| 1.25                 | Archaeological Services                                                                                                                                                                                | R/hr                 | R800-00               |
| 1.26                 | Responsible Person certified in terms of NRS D40                                                                                                                                                       | R/hr                 | R250-00               |
| 1.27                 | Clark of Works fees*                                                                                                                                                                                   | TCOE/Month           | R40,000-00            |
| 1.28                 | Community liaison officer (CLO)                                                                                                                                                                        | R/hr                 | R28-00                |
| 1.29                 | Security Guard - Grade B (fully equipped with all necessary facilities on site)                                                                                                                        | R/hr                 | R65-00                |
| 1.30                 | Security Guard - Grade D (fully equipped with all necessary facilities on site)                                                                                                                        | R/hr                 | R55-00                |
| 1.31                 | Security Guard - Grade B (with dog and fully equipped with all necessary facilities on site)                                                                                                           | R/hr                 | R90-00                |
| 1.32                 | Security Guard - Grade D (with dog and fully equipped with all necessary facilities on site)                                                                                                           | R/hr                 | R80-00                |
| 1.33                 | Any other service not listed that may be required by the Employer, as and when required                                                                                                                | Cost PLUS 5% mark-up | Cost PLUS 0 % mark-up |
| <b>Disbursements</b> |                                                                                                                                                                                                        |                      |                       |
| 1.34                 | Printing & Copying A0 Drawings (B&W)                                                                                                                                                                   | each                 | R70-00                |
| 1.35                 | Printing & Copying A0 Drawings (Colour)                                                                                                                                                                | each                 | R50-00                |
| 1.36                 | Printing & Copying A1 Drawings (B&W)                                                                                                                                                                   | each                 | R60-00                |
| 1.37                 | Printing & Copying A1 Drawings (Colour)                                                                                                                                                                | each                 | R40-00                |
| 1.38                 | Printing & Copying A3 Sheets (B&W)                                                                                                                                                                     | each                 | R1-50                 |
| 1.39                 | Printing & Copying A3 Sheets (Colour)                                                                                                                                                                  | each                 | R1-00                 |
| 1.40                 | Printing & Copying A4 Sheets (B&W)                                                                                                                                                                     | each                 | R0-40                 |
| 1.41                 | Printing & Copying A4 Sheets (Colour)                                                                                                                                                                  | each                 | R0-50                 |
| 1.42                 | Printing & Binding of Reports                                                                                                                                                                          | each                 | R30-00                |
| 1.43                 | USB disk 128GB                                                                                                                                                                                         | each                 | R70-00                |
| 1.44                 | Photographic prints – jumbo size                                                                                                                                                                       | each                 | R20-00                |
| 1.45                 | Purchase of SABS / SANS and other Specifications.                                                                                                                                                      | each                 | R400-00               |
| 1.44                 | Photographic prints – jumbo size                                                                                                                                                                       | each                 | R20-00                |
| 1.45                 | Purchase of SABS / SANS and other Specifications.                                                                                                                                                      | each                 | R400-00               |
| 1.46                 | Increase PI insurance from R5 000 000 to R40 000 000, upon request, in respect of each and every claim during the period of insurance for Structural Engineering Services                              | Lot                  | R20,000-00            |
| 1.47                 | Increase PI insurance from R5 000 000 to R20 000 000, upon request, in respect of each and every claim during the period of insurance for all disciplines (except the Structural Engineering Services) | Lot                  | R0-00                 |
| 1.48                 | Recoverable expenses in respect of travelling (Distance travelled)                                                                                                                                     | Per km               | R3-50                 |

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## 2. Distribution Area North

### SECTION A: NORMAL VALUE BASED SERVICES: (SERVICES BASED ON NEW DESIGNS)

|     |                                                                                                                         |      |                         |
|-----|-------------------------------------------------------------------------------------------------------------------------|------|-------------------------|
| 1   | PROJECT MANAGEMENT                                                                                                      | Unit | Amount (Excl. VAT)<br>R |
| 1.1 | Project Manager: Hourly rate.                                                                                           | R/hr | R900-00                 |
| 2   | PRINCIPAL AGENT                                                                                                         | Unit | Amount (Excl. VAT)<br>R |
| 2.1 | Principal agent: Hourly rate.                                                                                           | R/hr | R900-00                 |
| 3   | EMPLOYER'S AGENT                                                                                                        | Unit | Amount (Excl. VAT)<br>R |
| 3.1 | Employer's agent: Hourly rate.                                                                                          | R/hr | R900-00                 |
| 4   | ARCHITECTURAL SERVICES                                                                                                  | Unit | Amount (Excl. VAT)<br>R |
| 4.1 | Specialist                                                                                                              | R/hr | R1,100-00               |
| 4.2 | >10 years' experience                                                                                                   | R/hr | R900-00                 |
| 4.3 | <10 years' experience                                                                                                   | R/hr | R700-00                 |
| 4.4 | Staff performing work of an architectural nature and carrying direct responsibility for activities related to a project | R/hr | R630-00                 |
| 4.5 | Staff performing work of an architectural nature under direction and control                                            | R/hr | R550-00                 |
| 5   | QUANTITY SURVEYING SERVICES                                                                                             | Unit | Amount (Excl. VAT)<br>R |
| 5.1 | Partner                                                                                                                 | R/hr | R1,100-00               |
| 5.2 | Registered Professional                                                                                                 | R/hr | R900-00                 |
| 5.3 | Salaries Professional                                                                                                   | R/hr | R700-00                 |
| 6   | CIVIL and STRUCTURAL ENGINEERING SERVICES                                                                               | Unit | Amount (Excl. VAT)<br>R |
| 6.1 | Category A                                                                                                              | R/hr | R900-00                 |
| 6.2 | Category B                                                                                                              | R/hr | R800-00                 |
| 6.3 | Category C                                                                                                              | R/hr | R700-00                 |
| 6.4 | Category D                                                                                                              | R/hr | R400-00                 |
| 7   | ELECTRICAL and MECHANICAL ENGINEERING SERVICES                                                                          | Unit | Amount (Excl. VAT)<br>R |
| 7.1 | Category A                                                                                                              | R/hr | R900-00                 |
| 7.2 | Category B                                                                                                              | R/hr | R800-00                 |
| 7.3 | Category C                                                                                                              | R/hr | R650-00                 |
| 7.4 | Category D                                                                                                              | R/hr | R400-00                 |

|        |                                                                                                              |           |                         |
|--------|--------------------------------------------------------------------------------------------------------------|-----------|-------------------------|
| 8      | GEOTECHNICAL ENGINEERING SERVICES                                                                            | Unit      | Amount (Excl. VAT)<br>R |
| 8.1    | Category A                                                                                                   | R/hr      | R1,200-00               |
| 8.2    | Category B                                                                                                   | R/hr      | R950-00                 |
| 8.3    | Category C                                                                                                   | R/hr      | R750-00                 |
| 8.4    | Category D                                                                                                   | R/hr      | R500-00                 |
| 9      | CONSTRUCTION MONITORING                                                                                      |           |                         |
| 9.1    | NORMAL SERVICES                                                                                              |           |                         |
| Item   | Service                                                                                                      | Fee       |                         |
|        |                                                                                                              | Unit      | Amount (Excl. VAT)<br>R |
| 9.1.1  | Level 1 construction monitoring as described in the relevant board notices                                   | Lot/week  | R 0-00                  |
| 9.1.2  | Level 2 construction monitoring as described in the relevant board notices                                   | Lot/week  | R 3,000-00              |
| 9.1.3  | Level 3 construction monitoring as described in the relevant board notices                                   | Lot/week  | R 9,000-00              |
| 10     | OCCUPATIONAL HEALTH and SAFETY PRACTITIONER                                                                  |           |                         |
| 10.1   | NORMAL SERVICES                                                                                              |           |                         |
| Item   | Service                                                                                                      | Fee       |                         |
|        |                                                                                                              | Unit      | Amount (Excl. VAT)<br>R |
| 10.1.1 | Basic risk assessment, compiling health & safety specification & approval of contractor health & safety plan | Lot       | R4,000-00               |
| 10.1.2 | Two site visits, one contract meeting per month & monthly report                                             | Lot/month | R3,000-00               |
| 10.2   | ADDITIONAL SERVICES                                                                                          | Unit      | Amount (Excl. VAT)<br>R |
| 10.2.1 | Additional services: Hourly rate                                                                             | R/hr      | R500-00                 |
| 11     | PROJECT LEADER                                                                                               | Unit      | Amount (Excl. VAT)<br>R |
| 11.1   | Project Leader: Hourly rate                                                                                  | R/hr      | R900-00                 |

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SECTION B: SERVICES BASED ON RE-USING EMPLOYER'S EXISTING DESIGNS

|     |                                                                                                                         |      |                         |
|-----|-------------------------------------------------------------------------------------------------------------------------|------|-------------------------|
| 1   | PROJECT MANAGEMENT                                                                                                      | Unit | Amount (Excl. VAT)<br>R |
| 1.1 | Project Manager: Hourly rate.                                                                                           | R/hr | R900-00                 |
| 2   | PRINCIPAL AGENT                                                                                                         | Unit | Amount (Excl. VAT)<br>R |
| 2.1 | Principal Agent: Hourly rate.                                                                                           | R/hr | R900-00                 |
| 3   | EMPLOYER'S AGENT                                                                                                        | Unit | Amount (Excl. VAT)<br>R |
| 3.1 | Employer's agent: Hourly rate.                                                                                          | R/hr | R900-00                 |
| 4   | ARCHITECTURAL SERVICES                                                                                                  | Unit | Amount (Excl. VAT)<br>R |
| 4.1 | Specialist                                                                                                              | R/hr | R1,100-00               |
| 4.2 | >10 years' experience                                                                                                   | R/hr | R900-00                 |
| 4.3 | <10 years' experience                                                                                                   | R/hr | R700-00                 |
| 4.4 | Staff performing work of an architectural nature and carrying direct responsibility for activities related to a project | R/hr | R630-00                 |
| 4.5 | Staff performing work of an architectural nature under direction and control                                            | R/hr | R530-00                 |
| 5   | QUANTITY SURVEYING SERVICES                                                                                             | Unit | Amount (Excl. VAT)<br>R |
| 5.1 | Partner                                                                                                                 | R/hr | R1,100-00               |
| 5.2 | Registered Professional                                                                                                 | R/hr | R900-00                 |
| 5.3 | Salaried Professional                                                                                                   | R/hr | R700-00                 |
| 6   | CIVIL and STRUCTURAL ENGINEERING SERVICES                                                                               | Unit | Amount (Excl. VAT)<br>R |
| 6.1 | Category A                                                                                                              | R/hr | R900-00                 |
| 6.2 | Category B                                                                                                              | R/hr | R800-00                 |
| 6.3 | Category C                                                                                                              | R/hr | R700-00                 |
| 6.4 | Category D                                                                                                              | R/hr | R400-00                 |
| 7   | ELECTRICAL and MECHANICAL ENGINEERING SERVICES                                                                          | Unit | Amount (Excl. VAT)<br>R |
| 7.1 | Category A                                                                                                              | R/hr | R900-00                 |
| 7.2 | Category B                                                                                                              | R/hr | R800-00                 |
| 7.3 | Category C                                                                                                              | R/hr | R650-00                 |
| 7.4 | Category D                                                                                                              | R/hr | R400-00                 |

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| 8   | GEOTECHNICAL ENGINEERING SERVICES | Unit | Amount (Excl. VAT)<br>R |
|-----|-----------------------------------|------|-------------------------|
| 8.1 | Category A                        | R/hr | R1,200.00               |
| 8.2 | Category B                        | R/hr | R950.00                 |
| 8.3 | Category C                        | R/hr | R750.00                 |
| 8.4 | Category D                        | R/hr | R500.00                 |
| 9   | PROJECT LEADER                    | Unit | Amount (Excl. VAT)<br>R |
| 9.1 | Project Leader: Hourly rate       | R/hr | R900.00                 |

**SECTION C: DISBURSEMENTS AND OTHER SERVICES**

| 1                     | DISBURSEMENTS AND OTHER SERVICES                                               | Unit | Cost (Excl. VAT)<br>R |
|-----------------------|--------------------------------------------------------------------------------|------|-----------------------|
| <b>Other Services</b> |                                                                                |      |                       |
| 1.1                   | Land Surveyor                                                                  | R/hr | R750.00               |
| 1.2                   | Deacon Certificate & Servitude                                                 | R/hr | R750.00               |
| 1.3                   | Civil Survey & CAD drawing – new buildings where no plans exist or in pdf only | R/hr | R500.00               |
| 1.4                   | Conveyance Certificate                                                         | R/hr | R700.00               |
| 1.5                   | Conveyance Registration of Ethen                                               | R/hr | R700.00               |
| 1.6                   | Environmental Consultant Service: EMP or EIA                                   | R/hr | R700.00               |
| 1.7                   | Green Accredited Professional                                                  | R/hr | R700.00               |
| 1.8                   | Environmental Consultant Service: ECO                                          | R/hr | R700.00               |
| 1.9                   | Landscape Architect: SCP & LSP                                                 | R/hr | R800.00               |
| 1.10                  | Town Planner: LUMS Issues                                                      | R/hr | R900.00               |
| 1.11                  | Heritage Specialist: RAA/Donation Certificate                                  | R/hr | R800.00               |
| 1.12                  | Wetland Specialist Service                                                     | R/hr | R800.00               |
| 1.13                  | Botanical Specialist Service                                                   | R/hr | R800.00               |
| 1.14                  | Traffic Study                                                                  | R/hr | R700.00               |
| 1.15                  | Structural Integrity Report                                                    | R/hr | R700.00               |
| 1.16                  | Interior Design Service                                                        | R/hr | R500.00               |
| 1.17                  | Rational Fire Design (RFD)                                                     | R/hr | R700.00               |
| 1.18                  | XX Calculations                                                                | R/hr | R800.00               |

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| 1                    | DISBURSEMENTS AND OTHER SERVICES                                                                                                                                                                       | Unit                | Cost (Excl. VAT)<br>R |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------|
| 1.15                 | Baseline Risk Assessment & Safety Management                                                                                                                                                           | R/hr                | R500.00               |
| 1.20                 | Municipal (BDM) Approval & Drawings                                                                                                                                                                    | R/hr                | R900.00               |
| 1.21                 | Building Survey, Civil Survey & CAD drawing – existing buildings where no plans exist                                                                                                                  | R/hr                | R700.00               |
| 1.22                 | Geotechnical Investigation                                                                                                                                                                             |                     |                       |
| 1.22.1               | Trial holes                                                                                                                                                                                            | each                | R500.00               |
| 1.22.2               | Testing (DCP and/or DPSH)                                                                                                                                                                              | each                | R300.00               |
| 1.22.3               | Health & Safety                                                                                                                                                                                        | Lot/site            | R1,100.00             |
| 1.22.4               | Reporting                                                                                                                                                                                              | Lot/site            | R8,000.00             |
| 1.23                 | Acoustic Consultancy Services                                                                                                                                                                          | R/hr                | R800.00               |
| 1.24                 | Construction Monitoring Level 3                                                                                                                                                                        | month               | R36,000.00            |
| 1.25                 | Archaeological Services                                                                                                                                                                                | R/hr                | R800.00               |
| 1.26                 | Responsible Person certified in terms of NRS 640                                                                                                                                                       | R/hr                | R250.00               |
| 1.27                 | Clerk of Works fees*                                                                                                                                                                                   | TCOE/Month          | R10,000.00            |
| 1.28                 | Community liaison officer (CLO)                                                                                                                                                                        | R/hr                | R28.00                |
| 1.29                 | Security Guard - Grade B (fully equipped with all necessary facilities on site)                                                                                                                        | R/hr                | R65.00                |
| 1.30                 | Security Guard - Grade D (fully equipped with all necessary facilities on site)                                                                                                                        | R/hr                | R55.00                |
| 1.31                 | Security Guard - Grade B (with dog and fully equipped with all necessary facilities on site)                                                                                                           | R/hr                | R90.00                |
| 1.32                 | Security Guard - Grade D (with dog and fully equipped with all necessary facilities on site)                                                                                                           | R/hr                | R80.00                |
| 1.33                 | Any other service not listed that may be required by the Employer, as and when required                                                                                                                | Cost PLUS % mark-up | Cost PLUS 0 % mark-up |
| <b>Disbursements</b> |                                                                                                                                                                                                        |                     |                       |
| 1.34                 | Printing & Copying A0 Drawings (B&W)                                                                                                                                                                   | each                | R70.00                |
| 1.35                 | Printing & Copying A0 Drawings (Colour)                                                                                                                                                                | each                | R50.00                |
| 1.36                 | Printing & Copying A1 Drawings (B&W)                                                                                                                                                                   | each                | R60.00                |
| 1.37                 | Printing & Copying A1 Drawings (Colour)                                                                                                                                                                | each                | R40.00                |
| 1.38                 | Printing & Copying A2 Sheets (B&W)                                                                                                                                                                     | each                | R1.50                 |
| 1.39                 | Printing & Copying A2 Sheets (Colour)                                                                                                                                                                  | each                | R1.00                 |
| 1.40                 | Printing & Copying A4 Sheets (B&W)                                                                                                                                                                     | each                | R0.40                 |
| 1.41                 | Printing & Copying A4 Sheets (Colour)                                                                                                                                                                  | each                | R0.50                 |
| 1.42                 | Printing & Binding of Reports                                                                                                                                                                          | each                | R30.00                |
| 1.43                 | USB disk 128GB                                                                                                                                                                                         | each                | R70.00                |
| 1.44                 | Photographic prints – jumbo size                                                                                                                                                                       | each                | R20.00                |
| 1.45                 | Purchase of SABS / SANS and other Specifications                                                                                                                                                       | each                | R400.00               |
| 1.44                 | Photographic prints – jumbo size                                                                                                                                                                       | each                | R20.00                |
| 1.45                 | Purchase of SABS / SANS and other Specifications                                                                                                                                                       | each                | R400.00               |
| 1.46                 | Increase PI insurance from R5 000 000 to R40 000 000, upon request, in respect of each and every claim during the period of insurance for Structural Engineering Services                              | Lot                 | R20,000.00            |
| 1.47                 | Increase PI insurance from R5 000 000 to R20 000 000, upon request, in respect of each and every claim during the period of insurance for all disciplines (except the Structural Engineering Services) | Lot                 | R0.00                 |
| 1.48                 | Recoverable expenses in respect of travelling (Distance travelled)                                                                                                                                     | Per km              | R3.50                 |

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### 3. Distribution Area South

#### SECTION A: NORMAL VALUE BASED SERVICES: (SERVICES BASED ON NEW DESIGNS)

|     |                                                                                                                         |      |                         |
|-----|-------------------------------------------------------------------------------------------------------------------------|------|-------------------------|
| 1   | PROJECT MANAGEMENT                                                                                                      | Unit | Amount (Excl. VAT)<br>R |
| 1.1 | Project Manager: Hourly rate.                                                                                           | R/hr | R900-00                 |
| 2   | PRINCIPAL AGENT                                                                                                         | Unit | Amount (Excl. VAT)<br>R |
| 2.1 | Principal agent: Hourly rate.                                                                                           | R/hr | R900-00                 |
| 3   | EMPLOYER'S AGENT                                                                                                        | Unit | Amount (Excl. VAT)<br>R |
| 3.1 | Employer's agent: Hourly rate.                                                                                          | R/hr | R900-00                 |
| 4   | ARCHITECTURAL SERVICES                                                                                                  | Unit | Amount (Excl. VAT)<br>R |
| 4.1 | Specialist                                                                                                              | R/hr | R1,100-00               |
| 4.2 | >10 years' experience                                                                                                   | R/hr | R900-00                 |
| 4.3 | <10 years' experience                                                                                                   | R/hr | R700-00                 |
| 4.4 | Staff performing work of an architectural nature and carrying direct responsibility for activities related to a project | R/hr | R630-00                 |
| 4.5 | Staff performing work of an architectural nature under direction and control                                            | R/hr | R550-00                 |
| 5   | QUANTITY SURVEYING SERVICES                                                                                             | Unit | Amount (Excl. VAT)<br>R |
| 5.1 | Partner                                                                                                                 | R/hr | R1,100-00               |
| 5.2 | Registered Professional                                                                                                 | R/hr | R900-00                 |
| 5.3 | Salaried Professional                                                                                                   | R/hr | R700-00                 |
| 6   | CIVIL and STRUCTURAL ENGINEERING SERVICES                                                                               | Unit | Amount (Excl. VAT)<br>R |
| 6.1 | Category A                                                                                                              | R/hr | R900-00                 |
| 6.2 | Category B                                                                                                              | R/hr | R800-00                 |
| 6.3 | Category C                                                                                                              | R/hr | R700-00                 |
| 6.4 | Category D                                                                                                              | R/hr | R400-00                 |
| 7   | ELECTRICAL and MECHANICAL ENGINEERING SERVICES                                                                          | Unit | Amount (Excl. VAT)<br>R |
| 7.1 | Category A                                                                                                              | R/hr | R900-00                 |
| 7.2 | Category B                                                                                                              | R/hr | R800-00                 |
| 7.3 | Category C                                                                                                              | R/hr | R650-00                 |
| 7.4 | Category D                                                                                                              | R/hr | R400-00                 |

|        |                                                                                                              |             |                         |
|--------|--------------------------------------------------------------------------------------------------------------|-------------|-------------------------|
| 8      | GEOTECHNICAL ENGINEERING SERVICES                                                                            | Unit        | Amount (Excl. VAT)<br>R |
| 8.1    | Category A                                                                                                   | R/hr        | R1,200-00               |
| 8.2    | Category B                                                                                                   | R/hr        | R950-00                 |
| 8.3    | Category C                                                                                                   | R/hr        | R750-00                 |
| 8.4    | Category D                                                                                                   | R/hr        | R500-00                 |
| 9      | CONSTRUCTION MONITORING                                                                                      |             |                         |
| 9.1    | NORMAL SERVICES                                                                                              |             |                         |
| Item   | Service                                                                                                      | Fee<br>Unit | Amount (Excl. VAT)<br>R |
| 9.1.1  | Level 1 construction monitoring as described in the relevant board notices                                   | Lot/week    | R 0-00                  |
| 9.1.2  | Level 2 construction monitoring as described in the relevant board notices                                   | Lot/week    | R 3,000-00              |
| 9.1.3  | Level 3 construction monitoring as described in the relevant board notices                                   | Lot/week    | R 9,000-00              |
| 10     | OCCUPATIONAL HEALTH and SAFETY PRACTITIONER                                                                  |             |                         |
| 10.1   | NORMAL SERVICES                                                                                              |             |                         |
| Item   | Service                                                                                                      | Fee<br>Unit | Amount (Excl. VAT)<br>R |
| 10.1.1 | Basic risk assessment, compiling health & safety specification & approval of contractor health & safety plan | Lot         | R4,000-00               |
| 10.1.2 | Two site visits, one contract meeting per month & monthly report                                             | Lot/month   | R3,000-00               |
| 10.2   | ADDITIONAL SERVICES                                                                                          | Unit        | Amount (Excl. VAT)<br>R |
| 10.2.1 | Additional services: Hourly rate                                                                             | R/hr        | R500-00                 |
| 11     | PROJECT LEADER                                                                                               | Unit        | Amount (Excl. VAT)<br>R |
| 11.1   | Project Leader: Hourly rate                                                                                  | R/hr        | R900-00                 |

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SECTION B: SERVICES BASED ON RE-USING EMPLOYER'S EXISTING DESIGNS

|     |                                                                                                                         |      |                         |
|-----|-------------------------------------------------------------------------------------------------------------------------|------|-------------------------|
| 1   | PROJECT MANAGEMENT                                                                                                      | Unit | Amount (Excl. VAT)<br>R |
| 1.1 | Project Manager: Hourly rate.                                                                                           | R/hr | R900 -00                |
| 2   | PRINCIPAL AGENT                                                                                                         | Unit | Amount (Excl. VAT)<br>R |
| 2.1 | Principal Agent: Hourly rate.                                                                                           | R/hr | R900 -00                |
| 3   | EMPLOYER'S AGENT                                                                                                        | Unit | Amount (Excl. VAT)<br>R |
| 3.1 | Employer's agent: Hourly rate.                                                                                          | R/hr | R900 -00                |
| 4   | ARCHITECTURAL SERVICES                                                                                                  | Unit | Amount (Excl. VAT)<br>R |
| 4.1 | Specialist                                                                                                              | R/hr | R1,100 -00              |
| 4.2 | >10 years' experience                                                                                                   | R/hr | R900 -00                |
| 4.3 | <10 years' experience                                                                                                   | R/hr | R700 -00                |
| 4.4 | Staff performing work of an architectural nature and carrying direct responsibility for activities related to a project | R/hr | R630 -00                |
| 4.5 | Staff performing work of an architectural nature under direction and control                                            | R/hr | R530 -00                |
| 5   | QUANTITY SURVEYING SERVICES                                                                                             | Unit | Amount (Excl. VAT)<br>R |
| 5.1 | Partner                                                                                                                 | R/hr | R1,100 -00              |
| 5.2 | Registered Professional                                                                                                 | R/hr | R900 -00                |
| 5.3 | Salaries Professional                                                                                                   | R/hr | R700 -00                |
| 6   | CIVIL and STRUCTURAL ENGINEERING SERVICES                                                                               | Unit | Amount (Excl. VAT)<br>R |
| 6.1 | Category A                                                                                                              | R/hr | R900 -00                |
| 6.2 | Category B                                                                                                              | R/hr | R800 -00                |
| 6.3 | Category C                                                                                                              | R/hr | R700 -00                |
| 6.4 | Category D                                                                                                              | R/hr | R400 -00                |
| 7   | ELECTRICAL and MECHANICAL ENGINEERING SERVICES                                                                          | Unit | Amount (Excl. VAT)<br>R |
| 7.1 | Category A                                                                                                              | R/hr | R900 -00                |
| 7.2 | Category B                                                                                                              | R/hr | R800 -00                |
| 7.3 | Category C                                                                                                              | R/hr | R650 -00                |
| 7.4 | Category D                                                                                                              | R/hr | R400 -00                |

| 8   | GEOTECHNICAL ENGINEERING SERVICES | Unit | Amount (Excl. VAT)<br>R |
|-----|-----------------------------------|------|-------------------------|
| 8.1 | Category A                        | R/hr | R1,200-00               |
| 8.2 | Category B                        | R/hr | R950-00                 |
| 8.3 | Category C                        | R/hr | R750-00                 |
| 8.4 | Category D                        | R/hr | R500-00                 |
| 9   | PROJECT LEADER                    | Unit | Amount (Excl. VAT)<br>R |
| 9.1 | Project Leader: Hourly rate       | R/hr | R900-00                 |

**SECTION C: DISBURSEMENTS AND OTHER SERVICES**

| 1                     | DISBURSEMENTS AND OTHER SERVICES                                               | Unit | Cost (Excl. VAT)<br>R |
|-----------------------|--------------------------------------------------------------------------------|------|-----------------------|
| <b>Other Services</b> |                                                                                |      |                       |
| 1.1                   | Land Surveyor                                                                  | R/hr | R750-00               |
| 1.2                   | Baseline Certificate & Easement                                                | R/hr | R750-00               |
| 1.3                   | Civil Survey & CAD drawing - new buildings where no plans exist or in pdf only | R/hr | R500-00               |
| 1.4                   | Conveyancer Certificate                                                        | R/hr | R700-00               |
| 1.5                   | Conveyancer Registration of Easement                                           | R/hr | R700-00               |
| 1.6                   | Environmental Consultant Service: EMP or EIA                                   | R/hr | R700-00               |
| 1.7                   | Green Accredited Professional                                                  | R/hr | R700-00               |
| 1.8                   | Environmental Consultant Service: EGD                                          | R/hr | R700-00               |
| 1.9                   | Landscape Architect: SUP & LSP                                                 | R/hr | R800-00               |
| 1.10                  | Town Planner, LUMS Issues                                                      | R/hr | R900-00               |
| 1.11                  | Heritage Specialist: HIA/Demolition Certificate                                | R/hr | R800-00               |
| 1.12                  | Wetland Specialist Service                                                     | R/hr | R800-00               |
| 1.13                  | Botanical Specialist Service                                                   | R/hr | R800-00               |
| 1.14                  | Traffic Study                                                                  | R/hr | R700-00               |
| 1.15                  | Structural Integrity Report                                                    | R/hr | R700-00               |
| 1.16                  | Interior Design Service                                                        | R/hr | R500-00               |
| 1.17                  | Rational Fire Design (RFD)                                                     | R/hr | R700-00               |
| 1.18                  | XA Calculations                                                                | R/hr | R800-00               |

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## PART C3: SCOPE OF WORK

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### C3.1 Scope of Work

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2. DESCRIPTION AND EXTENT OF THE SERVICES REQUIRED
3. USE OF REASONABLE SKILL AND CARE
4. BRIEF
5. REFERENCE DATA
6. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS
7. APPROVALS
8. PROCUREMENT
9. FORMAT OF COMMUNICATION
10. KEY PERSONNEL
11. MANAGEMENT MEETINGS
12. CLAIMS FOR PAYMENT
13. EMPLOYER'S RIGHT TO RECOVER COSTS
14. RESPONSE TIME
15. HEALTH AND SAFETY SPECIFICATION

## 1. INTRODUCTION

The Employer's objective is to acquire the services of engineering professional services teams for the purpose of design, implementation and management of new projects, including feasibility studies for network reticulation, refurbishment, strengthening, electrification, street lighting and equipment relocations / replacements / installations for new and existing networks including substation buildings and associated infrastructure, building of staff facilities, mandatory inspections of structures in compliance with legislation.

The Service Provider shall also be responsible for the:

- (1) Design of and oversee all related civil and structural works, including but not limited to: excavations, backfilling, and re-instatements of made-up surfaces, bridge crossings, concrete plinths, trenchless installation of underground ducts and any other specialised civil and structural works that may be required. The Service Provider may subject to approval, subcontract a professional team for all non-electrical engineering services, including but not limited to civil, mechanical & structural services, quantity surveying, landscape architecture, geotechnical investigations, environmental assessments, fire detection etc.
- (2) Fire Detection Design: the consultant needs to, when required, compile a specification on Fire Detection and Suppression in built-up protected substations and other electricity facilities. This specification shall include the installation, replacement and maintenance of these systems.

The main service provider will be responsible for the supervision and quality of all subcontracted works. Subcontracting will only be allowed subject to prior approval by the Employer.

The services shall be for designs done from first principals, as well as for reuse of the Employer's designs for which copyright rests with the Employer.

The contract shall be effective for the 60-months period as specified, subject to approval of an MFMA section 33 process).

Tenders are invited for all areas within the City of Cape Town metro: North, South and East as per the map herewith.

A team of Professional Service Providers is required to provide the professional services necessary to implement various projects not exceeding fees of R10 000 000.00 per project, which, in terms of the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for Contract No 290C/2020/21: **PROVISION OF PROFESSIONAL SERVICES: DESIGN AND CONSTRUCTION MONITORING OF SUBSTATIONS / SWITCHING STATIONS AND BUILDING ADDITIONS, ALTERATIONS AND RENOVATIONS AND OTHER DESIGN/ IMPLEMENTATION/MANAGEMENT OF WORKS PROJECTS INCLUDING FEASIBILITY STUDIES FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND INFRASTRUCTURE**, which will be evaluated using a financial offer and preferences based system as described in

the tender data.

The Professional Service required may be provided by a single firm with all the necessary competencies within the firm, a joint venture of Professional Service Providers or a single firm with subcontracted Professional Service Providers (Team). The Joint Venture or Team shall comply with the competencies required irrespective of the nature of the Joint Venture or Team and will be evaluated as a single entity.

The Employer intends to appoint one service provider per Distribution Area. The Employer reserves the right to appoint a Main and Alternative service provider per Distribution Area. The Alternative service provider shall be one of the Main appointed service provider subject to the service provider having sufficient capacity to undertake additional Distribution Area. The Alternative service provider will only be appointed if the Main service provider defaults during the contract.

The service provider, once appointed and subject to operational requirements, will be invited to execute the Works by means of Works Projects for individual projects as and when required.

## **2. DESCRIPTION AND EXTENT OF THE SERVICES REQUIRED**

The employer requires a team of Professional service providers to provide the architectural, civil, structural, electrical and mechanical building services, quantity surveying, principal agent for the Employer, Health & Safety Services, environmental assessment and compliance monitoring, and related services required for the Provision of Professional Services: Design and Construction Monitoring of Electrical and Building Construction, Substations / Switching Stations and Building Additions, Alterations and Renovations as well as services for specialised projects including corrosion protection, environmental services and geotechnical investigations for infrastructure projects.

The professional team shall be responsible for all the services required to fulfil the Employer's objective. The scope of the services is as detailed in the relevant Board Notices for the individual disciplines except where modified in this specification.

The professional team shall be instructed to execute the Works by means of Works Projects for individual projects as and when required. The Works shall be executed according to the scope of the Works which shall be detailed in the Works Project Document for individual projects.

As and when the Employer requires work to be executed in a Works Project, the Employer shall specify, inter alia, the nature, location(s), extent, scope of work, proposed programme, and contract period for the work required, in a Works Project contract document comprising, as relevant, Work Allocation Procedures, Returnable Schedules, Agreements and Contract Data, Bills of Quantities and Scope of Work.

The Employer will specify the proposed Works Project construction time period (time from the date specified for commencement with Works execution to Due Completion Date) for completing the specified Works in the Scope of Work in the Works Project contract document. The professional team shall submit a realistic preliminary construction programme reflecting their proposed sequence and tempo of execution of the Works Project contract for completing the Works within the prescribed



construction time period.

Building plan submissions and targeted procurement are part of the normal services.

**The services shall include:**

## **2.1 Principal Agent**

The Principal Agent service is a separate service and NOT considered part of the normal services for the Architect and is to be priced separately.

The provision of the Principal Agent/ service described in one of the following:

- Board Notice 91 of 2020 issued by the South African Council for The Architectural Profession in terms of section 34(2) of the Architectural Profession Act No.44 of 2000, or
- Board Notice 138 of 2015: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000).
- Board Notice 170 of 2015: The South African Council for the Quantity Surveying Profession - Amendment of the SACQSP Tariff of Professional Fees issued in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 Of 2000)

The scope of services shall include fulfilling the obligations of the agreed form of contract as laid down in the contract (typically JBCC), the complete project and contract management including the recording of all meetings, managing the cost control of the design and implementation phases, facilitating the design reviews for compliance and cost control and co-ordinating and submitting the concept to the Employer.

Due to the nature of the services required Stage 1 construction monitoring is considered part of the normal services.

## **2.2 Project Manager**

The provision of the project management service described in one of the following:

- Board Notice 167 of 2019 issued by the South African Council for The Project and Construction Management Profession in terms of the Project and Construction Management Profession Act No.48 of 2000, or
- Board Notice 138 of 2015: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000).
- Board Notice 170 of 2015: The South African Council for the Quantity Surveying Profession - Amendment of the SACQSP Tariff of Professional Fees issued in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 Of 2000)

The scope of services shall include the complete project and contract management including the recording of all meetings, managing the cost control of the design and implementation phases, facilitating the design reviews for compliance and cost control and co-ordinating and submitting the concept to the Employer.

The Service Provider shall provide a Project Manager as and when required. The Project Manager shall be responsible for the following but not limited to : developing project scopes and objectives; involving all applicable stakeholders and ensuring technical feasibility; ensure resource availability, resource leveling and resource allocation; developing and maintaining a detailed project plan to track progress; ensure project deliverables are in line with the project plan; managing project scope and changing control, escalate concerns where necessary; monitor project progress and performance of the project; coordinate internal resources and third parties for the flawless implementation of projects; ensure that all projects are completed on-time, within scope and within budget; use suitable verification techniques to manage changes in the project scope, schedule and costs; measure project performance using suitable systems, tools and techniques; continuously provide updated as-built drawings to the client; provide a project closeout report.

## **2.3 Architectural Services**

### **2.3.1 Normal Services:**

Provide the Design Architectural Professional Services in stages 2, 3 4 and 5 required for the building architectural design in terms of Board Notice 121 of 2015 issued in terms of the Architectural Profession Act, 2000 (Act 44 of 2000)

The normal services of the Architect shall exclude the Principal Agent as well as the Construction Monitoring. These are to be priced and provided separately. Where the architect provides these services the pricing and the scope of services shall be as detailed in the relevant section.

Due to the nature of the services required Stage 1 construction monitoring is considered part of the normal services.

### **2.3.2 Additional Architectural Services**

Rezoning or change of use or amendments of town-planning schemes and such additional services applicable to architects.  
Submission of plans to relevant authorities for approval.

## **2.4 Quantity Surveying Services**

### **2.4.1 Normal Services:**

The provision of the quantity surveying services for Building Works defined in Board Notice 163 of 2009: The South African Council for the Quantity Surveying Profession - Amendment of the SACQSP Tariff of Professional Fees issued in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 Of 2000)

Additional Services

Such additional services applicable to Quantity Surveyors.

## **2.5 Structural, Civil, Electrical and Mechanical Engineering Services**

### **2.5.1 Normal Services:**

The provision of normal services described in 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), including targeted procurement.

The earthing and earth mat design for the substation shall form part of this appointment.

Due to the nature of the services required Stage 1 construction monitoring is considered part of the normal services.

Electrical engineers are required to design, implementation and management of new projects, including feasibility studies for network reticulation, refurbishment, strengthening, electrification, street lighting and equipment relocations / replacements / installations for new and existing networks

Structural, civil and mechanical engineers are required to inspect construction activities on a more regular basis until the work is covered up e.g. structural steel, electrical conduits, earth mats, road layer works, etc. Consequently, Stage 2 construction monitoring is considered part of the normal services for these disciplines.

Should additional construction monitoring be required the level of service to be offered shall exclude these and the relevant discipline shall remain responsible for providing these services.

### **2.5.2 Additional Services:**

- The provision of all services in respect of acting as the Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014 as described in Board Notice 200 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).
- The provision of a Level 3 Construction Monitoring service with weekly site visits.
- Arrange for the wayleaves required by the Local Authorities.

Such additional services applicable to Engineers (civil, electrical, mechanical or structural) as detailed in the Activity Schedule.

## **2.6 Environmental Assessment Practitioner and Environmental Control Officer**

An independent Environmental Practitioner is required to assess the project objectively, provide advice on the implementation of relevant environmental legislation and the requirements for any Environmental Impact Assessments, undertake such assessments (where required), obtain the required Record of Decision from the Environmental Authorities (where required) and develop an Environmental Management Plan for the project.

An independent Environmental Control Officer (ECO) is required to monitor objectively the implementation of relevant environmental legislation, conditions of Environmental Authorisations (EA's) and the Environmental Management Plan for the project. The ECO must be on site prior to any site establishment and must form an integral part of the project team.

## **2.7 Land Surveyor Services**

Such services required to facilitate amongst others the detailed design of the substation building on the existing site, including the establishment of the existing property survey pegs. The Service Provider shall be responsible for the accuracy and correctness of all such surveys.

## **2.8 Health and Safety Services**

The professional shall undertake duties falling under the Occupational Health and Safety Act and the Construction Regulations in terms thereof, on behalf of the Employer, and shall include the following:

- 1) The professional must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act.
- 2) The professional must execute the duties of the client, as his appointed agent, as contemplated in the Construction Regulations to the above Occupational Health and Safety Act.

The professional shall advise the Employer and the Contractor on the Health and Safety requirements during the design and construction phases, prepare a Health and Safety Specification, monitor the preparation and implementation of the Health and Safety requirements, Plans and Safety files and conduct audits and reports during the construction.

The professional must have applied for registration with an approved statutory body in terms of the Construction Regulations and shall comply with the registration requirements as issued by that body. If the professional named is no longer compliant with the requirements issued by the statutory body the professional shall be replaced with another who is compliant.

It is the Service Provider's responsibility to ensure the person executing this service remains compliant with the requirements of the statutory body at all times irrespective if the service is provided by the Service Provider, a partner in the JV or a sub-contractor.

## **2.9 Additional Professional Services**

Where the Employer requires additional services from any member of the professional team for services not included in the Scope of Work, such services shall be conducted on a Time and Cost basis. No additional services shall be undertaken without the approval of the Employer.

Time based services shall include for all overhead costs as stated in the Pricing Instructions and no additional costs will be considered e.g. mark-ups, project management fees, principal agent fees etc.

Where time based services are required as the sole scope of works (e.g. rezoning etc) no project management fees shall be added as additional fees payable. The professional will be required to liaise directly with the client where required.

## **3. USE OF REASONABLE SKILL AND CARE**

- 3.1 The Service Provider is required to provide all aspects of the Services with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.2 The Service Provider's attention is drawn to the fact that the provision of electricity forms part of the key Service Delivery mandates that the City of Cape Town carries and as such any planned interruptions of electricity and the inconvenience that accompanies this intervention should be kept at a minimum.
- 3.3 Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to the travelling public and businesses below.
- 3.4 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 repayable to the Professional Service Provider for attending the training.

## **4. BRIEF**

### **4.1 Terms of Reference**

The purpose of this contract is to procure the Provision of Professional Services for Design, Contract Administration and Construction Monitoring for the City of Cape Town Energy and Climate Change Directorate.

The services to be provided in terms of this contract include, inter alia, Investigations and Assessments, Normal Services and Additional Services as broadly described in the relevant sections of the following 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:

- a) *The relevant sections as described in the Scope of Services of the **Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015.***
- (b) **The Amended Landscape Architectural Work Stages – January 2011**, published by the South African Council for the Landscape Architectural Profession (available on their website [www.saclap.co.za](http://www.saclap.co.za)).
- (c) *The relevant sections as described in the Scope of Services of the **Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Project and Construction Management Profession Act, 2000 (Act No. 48 of 2000), Board Notice 167 of 2019.***
- (d) *The relevant sections as described in the Scope of Services of the **Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of Section 19(2) of The Architectural Profession Act, 2000 (Act No. 44 of 2000), Board Notice 121 of 2015 and Annual Update of the Professional Fees Guideline Issued in terms of section 34(2) of the Architectural Profession Act, 2000 (Act No. 44 of 2000), Board Notices 121 and 122 of 2015.***
- (e) *The relevant sections as described in the Scope of Services of the **Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of Section 18 of the Quantity Surveying Professions Act, 2000 (Act No. 49 of 2000), Board Notice 170 of 2015.***
- (f) *The relevant sections as described in the Scope of Services of the **Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015) as published by the Construction Industry Development Board.***

The professional team shall be led by the Project Leader.

The Employer will require the Service Provider to design electrical networks, substation buildings and associated infrastructure and buildings for staff facilities as and when required, either utilising an existing design which the Employer owns, or designing from first principals.

Where the Employer wishes to utilise the existing design, the Service Provider shall provide the detailed electrical, structural and civil design specific for the site requirements. The Employer's design includes the architectural and electrical designs (stages 1,2 and 3). The Employer will obtain the approval of the building plans and any land use changes required. The Employer will be the architect for this

type of appointment (excluding stage 4, which will remain the responsibility of one of the disciplines within the Service Provider's scope of service) and shall undertake construction monitoring applicable to the architect's scope of services only. All other disciplines shall be responsible for their scope of services as defined elsewhere. Architectural site instructions and clarifications shall be obtained from the Employer's architect by the Principal Agent, who shall issue such to the contractor as and when required. All other services must be provided by the Service Provider, including any additional services the Employer may indicate at the commencement of the project e.g. land surveyor).

The additional services to be provided include applying for wayleave conditions and approvals from the various service authorities, the provision of construction monitoring service as specifically defined, rezoning of the property where required and undertaking the duties of the Client in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014.

Should the Employer require a service for which no provision has been made in the Activity Schedule the Employer instructs the Service Provider to provide quotations for this, the quotations shall be on a cost plus a relevant mark-up as tendered in the Activity Schedule.

#### **4.2 Brief development and project scoping**

The Service Provider shall have a person responsible for overseeing this contract. When services are required on this contract the Employer shall request the Service Provider via this person to respond to a brief. The Service Provider shall liaise with the Employer to ensure the full scope of the brief is understood. The Service Provider shall develop a fee proposal for the services requested which shall be approved by the Employer. All services proposed shall be motivated by the Service Provider when required by the Employer. The Service Provider shall submit a list of Key Personnel (in the form of Returnable Schedule 11) which shall detail the person and the activities assigned to them.

#### **4.3 Specific Requirements**

##### **4.3.1 Engineering Services**

###### **4.3.1.1 Planning, Studies, Investigations and Assessments**

The Service Provider shall carry out all of the studies and investigations necessary to determine the feasibility studies for network reticulation, refurbishment, strengthening, electrification, street lighting and equipment relocations / replacements / installations for new and existing networks including substation buildings and associated infrastructure.

Public and stakeholder participation 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 includes the fee for normal services.



#### 4.3.1.2 Normal Service

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of the aforementioned Guideline in Clause 7.1.1.1 above, as amended or amplified upon in the project brief below.

##### Stage 1 – Inception

The Service Provider shall provide those services as described in the relevant section of the aforementioned Guideline in Clause 4.1.1 above, as are necessary to establish the Employer's requirements and preferences, assess user needs and options and confirm the project brief moving forward.

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

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

The Service Provider shall provide those services necessary for the development of a concept and preliminary design, for submission to the Employer and other relevant authorities for approval as described in the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015 as gazetted in Government Gazette No. 39480, 4 December 2015.

The preliminary proposal shall take cognisance of other development in the located area, and of the future development of the particular area, and shall ensure that the proposed new developments are integrated into the existing developments.

Further consultation with public and stakeholder groups will be required at various stages 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.

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

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 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 as described in the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015 as gazetted in Government Gazette No. 39480, 4 December 2015.

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.

In particular, the Service Provider shall be responsible for such consultation with the relevant authority as is necessary in order to finalise a servitude (right-of-way) agreement between the Employer and the relevant authority.

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

The Service Provider shall provide those services necessary to finalise the design, specifications, cost plan (estimate) 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 the 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 relevant authority, Water Services Department, or any other authority whose services are impacted upon by the proposed development.

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

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

#### Stage 4 – Documentation and Procurement

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

The construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) format and in compliance with the City of Cape Town's Supply Chain Management Policy. The construction contract document shall be based on the City of Cape Town's latest example CIDB document for Civil Contracts (SCM 509), which is based on the SAICE General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition, 2015. The Service Provider shall liaise with the Employer during the preparation of the construction contract document to determine any other specific requirements that the Employer may have in this regard.

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

Specifications shall include, inter alia, a Health and Safety Specification, and a Construction Environmental Management Programme (refer to Clause 4.3.1.3 Environmental Officer).

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

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

It is furthermore noted that the creation of employment within the communities adjacent to the site of the proposed bridge 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 services described in the two preceding paragraphs are additional to normal services, and are provided for in the Clauses below.

The Service Provider shall attend Bid Specification Committee meetings prior to the finalisation of the contract document and the advertising of tenders. All comments of the committee shall be incorporated into the final contract documents. A draft contract document shall be submitted to the Employer for scrutiny at least one week prior to the Bid Specification Committee 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 tender clarification meetings, 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 assessment report for consideration by the Employer's Bid Evaluation Committee (BEC). The Service Provider shall present his assessment to the BEC, respond to any queries the committee may raise, and follow up on any issues requiring the Service Provider's attention/action, including issues arising from an appeal, if any.

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 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 as described in the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015 as gazetted in Government Gazette No. 39480, 4 December 2015.

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

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

The Service Provider shall not issue any variations that will exceed the amount approved by the Employer's Bid Adjudication Committee.

Construction monitoring is considered to be a vitally important part of the project, requiring the full time input of an experienced individual (the Engineer's Representative) on site. For this reason, it is specified that level 1, 2 and level 3 construction monitoring services (as per the Guideline Scope of Services document referred to above) must be provided by the Service Provider as required.

#### **Stage 6 – Close-Out**

The Service Provider shall complete the project close-out as described in the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015 as gazetted in Government Gazette No. 39480, 4 December 2015.

As-built plans/drawings shall be submitted to the Employer in electronic format (preferably .dwg, otherwise .dxf or as prescribed by the Employers drawing office) 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.

#### **4.3.1.3 Additional Services**

##### **Act as Leader of the Professional Team**

Where other disciplines have sub-contracted their services to the Service Provider, the Service Provider shall assume leadership of the professional team and be responsible for the overall administration, co-ordination, programming of design and financial control of all works included in the services.

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

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

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

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

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

### **Environmental Officer**

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

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

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

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

### **Service Enquiries/Wayleave Applications/Customer Engagements**

The Service Provider shall be responsible for all initial service enquiries/wayleave applications from the various service authorities, the requirements of whom shall be



carried through into the designs and tender documentation as necessary.

The Service Provider shall also be responsible for making arrangement and or appointment with customers, visits to the customer premises, handling and providing resolution to customer queries during normal-hours and after-hours.

#### **Act as Leader of the Professional Team**

Where other disciplines have sub-contracted their services to the Service Provider, the Service Provider shall assume leadership of the professional team and be responsible for the overall administration, co-ordination, programming of design and financial control of all works included in the services.

#### **Construction Monitoring**

The Service Provider shall provide those services necessary for construction monitoring as described in the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015 as gazetted in Government Gazette No. 39480, 4 December 2015.

Construction monitoring is considered to be a vitally important part of this project, requiring the full time input of an experienced individual (such as the Clerk of works or Construction Monitoring Professionals) on site. Clerk of works duties include but are not limited to checking quality of construction works in compliance with contract conditions, verify claims, payment certificates, provide resolutions to queries between contractors, customers and stakeholders on site, notify customers including handing out notices, give input to material management reconciliation, give input to project closeout. Whereas the Construction Monitoring Professionals will focus on the general construction monitoring in building, mechanical projects. For these reasons it is specified that a level 3 construction monitoring service will be required. These services shall be paid in terms of item 1.27 of Section C: Disbursements and other Services - C2.2 Activity Schedule, it must be noted that this rate will be paid pro rata if the work is done for less than a month.

#### **4.3.2 Architectural Services**

The architectural service required is in respect of input into the concept and viability and design development stages of the project. The architect shall provide advice on, inter alia, space provision and planning relationships, structural form, materials and lighting, and shall also develop computer generated montages and/or 3D impressions for submission to, and consideration by, the Employer.

The architectural service will extend, to a limited extent, into the contract administration and inspection (construction) stage, providing advice, as and when necessary, as regards compliance of the built product with the specification and drawings.

#### **4.3.3 Landscape Architectural Services**

The landscape architectural services required include, in respect of the landscaping component of the project, the provision of all standard services described in the document entitled "Amended Landscape Architectural Work Stages – January,



2011", published by the South African Council for the Landscape Architectural Profession (available on their website [www.saclap.org.za](http://www.saclap.org.za)).

### **Stage 1 – Inception**

The services required will include establishing the requirements and preferences of the Employer as well as user needs and options, as far as the landscaping component of the project are concerned.

### **Stage 2 - Concept and Viability (Preliminary Design)**

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

### **Stage 3 - Design Development (Detail Design)**

The landscape architect shall in conjunction with the engineering design, develop the approved concept into a full landscaping design.

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

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

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

### **Stage 4 – Documentation and Procurement**

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

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

### **Stage 5 – Contract Administration and Inspection**

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

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

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

The Service Provider shall not issue any variations that will exceed the amount approved by the Employer's Bid Adjudication Committee.

#### **Stage 6 – Close-Out**

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

#### **4.4 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, that takes cognisance of the budgets available and the budget cycles. Once agreed, the Service Provider is expected to ensure that the programme is adhered to, and to intervene timeously if necessary.

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

#### **4.5 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.

#### **4.6 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 may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project.

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

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

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

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

The reporting shall be between the Service Provider and the relevant Project Manager/Engineer per project situated at District or Area Offices.

The District offices of the Distribution Areas: East, North and South where site meetings, acceptance and handover will take place are located as follows:

**Distribution Area: East**

|                            |   |                                                                            |
|----------------------------|---|----------------------------------------------------------------------------|
| <u>Bloemhof District</u>   | - | Bloemhof Centre<br>Bloemhof Street<br>Bellville                            |
| <u>Helderberg District</u> | - | 1 <sup>st</sup> Floor, Electricity Depot<br>Spyker Street<br>Somerset West |
| <u>Oostenberg District</u> | - | 2 <sup>nd</sup> Floor, Civic Centre<br>Van Riebeeck Street<br>Kuilsriver   |
| <u>Parow District</u>      | - | 1st Floor, Electricity Depot<br>Arnold Wilhelm Street<br>Parow             |

**Distribution Area: North**

|                          |   |                                                                                                  |
|--------------------------|---|--------------------------------------------------------------------------------------------------|
| <u>Vanguard District</u> | - | Ground Floor, Electricity District Office<br>Klipfontein Road<br>Surrey Estate                   |
| <u>City District</u>     | - | Electricity House<br>51 Buitengracht Street<br>Cape Town                                         |
| <u>Mowbray District</u>  | - | Ground Floor, Electricity District Office<br>Diesel Road<br>Ndabeni                              |
| <u>Atlantis District</u> | - | Ground Floor, Electricity District Office<br>Neil Hare Street<br>Atlantis Industrial<br>Atlantis |

### Distribution Area: South

|                                 |   |                                                                                                               |
|---------------------------------|---|---------------------------------------------------------------------------------------------------------------|
| <u>Muizenberg District</u>      | - | 1 <sup>st</sup> Floor, Electricity District Office<br>2 Atlantic Road<br>Muizenberg                           |
| <u>Mitchells Plain District</u> | - | 1 <sup>st</sup> Floor, Electricity District Office<br>Cnr New Eisleben Drive & Silversands<br>Mitchells Plain |
| <u>Gugulethu District</u>       | - | 1 <sup>st</sup> Floor, Electricity District Office<br>Cnr NY78 & Lansdowne Road<br>Gugulethu                  |
| <u>Wynberg District</u>         | - | 1 <sup>st</sup> Floor, Electricity District Office<br>Rosmead Avenue<br>Wynberg                               |

#### 4.7 LOCAL OFFICE

The majority of the work involved in the detailed design and preparation of tender documentation and reports shall be undertaken at the Service Provider's LOCAL OFFICE.

Service provider must have a local office within the City of Cape Town Municipal area, through which all communication with the Employer will flow, and where the majority of work in terms of this tender will be carried out. The address of the local office must be 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.

The local office must be established and operational within 30 days after contract commencement date.

It is important to note that no costs associated with travelling from the service provider's premises to a specific site or store in the area allocated to such service provider's will be claimable and will accordingly be deemed to be included in the rates tendered.

#### 4.8 COMMUNITY LIAISON OFFICER

Where necessary a Community Liaison Officer (CLO) shall be appointed by the Service Provider. The primary functions of the CLO shall be to represent the local community in matters concerning the works, assist to facilitate communication between the Service Provider, the Employer and the local communities. The CLO will also be expected to assist in facilitating the smooth running of the works by engaging the local community members in instances of collecting and/or exchange of information e.g. collecting network and/or customer information in an affected area, assisting in getting customers to fill in relevant form etc. These services may be required during office hours and after hours as the exigencies of the dictate. These services shall be paid in terms of item 1.28 of Section C: Disbursements and other Services - C2.2 Activity Schedule. The rate to be in line with the latest City's EPWP Designation schedule and pay rates.

#### 4.9.1 SECURITY MEASURES

Service Provider are advised that work is to be carried out in areas which are subject to sporadic violence, crime, unrest and that if successful shall be willing to perform the functions in these areas without procrastination.

It will be the Service Provider responsibility to supply sufficient security to carry out the work as specified in this tender subject to the approval from the Employer.

All security staff employed by the Service Provider must be registered with Private Security Industry Regulatory Authority (PSIRA). Proof of such registration must be made available to the Employer upon request. The Service Provider will do a site specific risk assessment to identify the Security Guard required from the table below, the specific level of security to be utilised shall be approved by the Employer.

A fixed hourly rate for security services shall be quoted on the Activity Schedule for this purpose.

Below is the list of security guard grade preferred for this contract:

| Security Guard Grade | Functions                                                                                                                                                                                                                          |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Grade B              | Primary function is access control in high-risk areas where documentation and basic computer skills might be required. A site or shift commander. Managing of lower grade security officers. Possible inspector doing site visits. |
| Grade D              | Primary function is access control                                                                                                                                                                                                 |

#### 5. REFERENCE DATA

Not Applicable to this tender

#### 6. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

The Service Provider shall ensure that cognisance of all applicable national and international standards is taken in the execution of his/her own work and that of his/her sub-consultants in the design and compilation of specifications for 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.

#### 7. APPROVALS

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

- Approval of the implementation programme from the Employer,
- Approval of the conceptual and preliminary designs from the Employer,
- Approval of the project from Heritage Western Cape (*if required*),
- Approval (authorisation) of the project from the Department of Environmental Affairs and Development Planning (*if required*),
- Approval of the detail design, drawings and contract document from the Employer,

- (f) Wayleave approval from all service authorities,
- (g) Approval of the accommodation of traffic plans from the Traffic Manager,
- (h) Approval of the construction monitoring proposal from the Employer,
- (i) In respect of time based services, approval of the allocation of staff from the Employer.
- (j) Approval for the employment of specialist sub-consultants from the Employer.
- (k) Approval of building plans

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

## **8. PROCUREMENT**

### **8.1 Preferential Procurement**

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

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

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

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

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

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

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

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

### **8.3 Forms for contract administration**

The Service Provider shall complete, sign and submit with each monthly statement for payment, the following updated returns (the format of which are attached in C3.2,

Annexes as amended from time to time):

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

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

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

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

#### 9. FORMAT OF COMMUNICATION

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

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

#### 10. KEY PERSONNEL

The Service Provider shall maintain the involvement of the following key personnel as the exigencies of this contract require either directly employed, or with an appropriate sub-contracting agreement or Joint Venture Agreement:

| Service                                                             | Competency                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Minimum Number of Professionals | Allocation |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|------------|
| Project Leader -<br>Engineer /<br>Technologist /<br>Project Manager | An Engineering Council of South Africa (ECSA) registered Professional Engineer or Professional Engineering Technologist (Electrical) or a Project Manager registered with a professional Project Management body e.g. South African Council for the Project and Construction Management Professions (SACPCMP) / Project Management South Africa (PMSA) or provide proof of Project Management Institute (PMI) membership with adequate verifiable post registration experience (minimum 5 years) in the design and construction of electrical reticulation networks (both overhead and underground) from Low Voltage (400V) up to and including Medium Voltage (11 000V), or civil engineering projects (each project | 1                               |            |



| Service                                               | Competency                                                                                                                                                                                                                                                                                                                                                                                                     | Minimum Number of Professionals | Allocation                                                                                      |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------------------------------------------------------------------|
|                                                       | over R20m) type projects and appropriate and verifiable Project and Contract Management experience who will be the Project Leader, and be responsible for all work carried out in terms of this tender.                                                                                                                                                                                                        |                                 |                                                                                                 |
| Project Engineer - Electrical Engineer / Technologist | An ECSA registered Professional Engineer (Pr.Eng) or Professional Engineering Technologist (Electrical) with adequate verifiable post registration experience (minimum 2 years) in design and construction of electrical reticulation networks from Low Voltage (400V) up to Medium Voltage (11 000V), Project and Contract Management inclusive of Construction monitoring, who will act as Project Engineer. | 1                               | Can be the same person as Electrical Engineer-Building Services or Project Manager - Electrical |
| Project Engineer - Civil Engineer / Technologist      | An ECSA registered Professional Engineer (Pr.Eng) or Professional Engineering Technologist (Civil) with adequate verifiable post registration experience (minimum 2 years) in design and construction of civil engineering infrastructure (buildings and civil infrastructure), Project and Contract Management inclusive of Construction monitoring, who will act as Project Engineer.                        | 1                               | Can be the same person as Structural or Civil Engineer or Project Manager - Construction        |
| Structural Engineers                                  | A registered Professional Structural Engineer (Pr.Eng) or Professional Engineering Technologist (Structural) with adequate verifiable post registration experience (minimum 2 years) in the analysis, design, control and monitoring of structural works pertaining to reinforced concrete structures including waterproofing of the substructure.                                                             | 1                               |                                                                                                 |
|                                                       | A qualified Structural Engineer or Engineering Technologist (Structural) with adequate verifiable post-graduation experience (minimum 2 years) in the analysis, design, control and monitoring of structural works pertaining to reinforced concrete structures incl. waterproofing of the substructure.                                                                                                       | 1                               | Can be the same person as Project Manager-Construction                                          |
| Civil Engineers                                       | A registered Professional Civil Engineer (Pr.Eng) or Professional Engineering Technologist (Civil) with adequate verifiable post registration experience (minimum 2 years) in the analysis, design, control and monitoring of civil works for roadways, stormwater and building services                                                                                                                       | 1                               |                                                                                                 |
|                                                       | A qualified Civil Engineer or Engineering Technologist (Civil) with adequate verifiable post-graduation experience (minimum 2 years) in the analysis, design, control and monitoring of civil works for roadways, stormwater and building services.                                                                                                                                                            | 1                               | Can be the same person as Project Manager-Construction                                          |
| Electrical Engineer - Building Services               | A registered Professional Electrical Engineer (Pr.Eng) or Professional Engineering Technologist (Electrical) with adequate verifiable post registration experience (minimum 2 years) in the analysis, design, control and monitoring of all works related to buildings.                                                                                                                                        | 1                               | Can be the same person as Project Engineer or Project Manager - Electrical                      |
| Electrical Engineer - Earthing Design                 | A registered Professional Electrical Engineer (Pr.Eng) or Professional Engineering Technologist (Electrical) with adequate verifiable post registration                                                                                                                                                                                                                                                        | 1                               | Can be the same person as Electrical                                                            |

| Service                       | Competency                                                                                                                                                                                                                                                                                                          | Minimum Number of Professionals | Allocation                                                 |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|------------------------------------------------------------|
|                               | experience (minimum 2years) in the analysis, design, control and monitoring of building and substation earthing design                                                                                                                                                                                              |                                 | Engineer-Building Services or Project Manager - Electrical |
| Mechanical Engineer           | A registered Professional Mechanical Engineer (Pr.Eng) or Professional Engineering Technologist (Mechanical) with adequate verifiable post registration experience (minimum 2 years) in the analysis, design, control and monitoring of all works related to mechanical engineering building services.              | 1                               | Can be the same person as Project Manager - Mechanical     |
| Quantity Surveyors            | A registered Professional Quantity Surveyor (PrQS) or Professional Technologist (Quantity Surveyor) with adequate verifiable post registration experience (minimum 2 years) in the quantity surveying of all works related to all types of building construction work.                                              | 1                               |                                                            |
|                               | A qualified Quantity Surveyor or Technologist (Quantity Surveyor) with adequate verifiable post-graduation experience (minimum 2 years) in the quantity surveying of all works related to all types of building construction work.                                                                                  | 1                               |                                                            |
| Architects                    | A registered Professional Architect (Pr.Arch) or Professional Technologist (Architecture) with adequate verifiable post registration experience (minimum 2 years) in the architecture of all works related to all types of reinforced concrete building construction work.                                          | 1                               |                                                            |
|                               | A qualified Architect or Technologist (Architecture) with adequate verifiable post-graduation experience (minimum 2 years) in the architecture of all works related to all types of reinforced concrete building construction work.                                                                                 | 1                               |                                                            |
| Project Manager – Electrical  | A Project Manager with a minimum of NQF level 6 qualification in Electrical Engineering and NQF level 6 in Project Management with adequate verifiable post -graduation experience (minimum 5 years) in construction of electrical reticulation networks from Low Voltage (400V) up to Medium Voltage (11 000V).    | 1                               | Can be the same person as Project Engineer                 |
| Project Manager -Construction | A Project Manager with a minimum of NQF level 6 qualification in Building/ Structural / Civil Engineering / Quantity Surveyor and NQF level 6 in Project Management with adequate verifiable post-graduation experience (minimum 5 years) in the management of all works related to all types of construction work. | 1                               | Can be the same person as Civil/Structural Engineer        |
| Project Manager -Mechanical   | A Project Manager with a minimum of NQF level 6 qualification in Mechanical Engineering and NQF level 6 in Project Management with adequate verifiable post-graduation experience (minimum 5 years) in the management of all mechanical works related construction work.                                            | 1                               | Can be the same person as Mechanical Engineer              |
| Principal Agent - JBCC        | A registered Professional Electrical Engineer (Pr. Eng) or Professional Engineering Technologist                                                                                                                                                                                                                    | 1                               | Can be the same person as                                  |

| Service                                      | Competency                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Minimum Number of Professionals | Allocation                                                         |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------------------------------------------|
|                                              | <p>(Electrical) with adequate verifiable post registration experience (minimum 5 years) in contract management utilising JBCC Conditions of Contract who will be the Principal Agent.</p> <p>The Principal Agent must complete a MFMA course (at own cost) and also attend the CCT PMBoK course prior to commencement of the contract.</p>                                                                                                                                                                                |                                 | Project Engineer                                                   |
| Employer's Agent - GCC                       | <p>A registered Professional Electrical Engineer (Pr. Eng) or Professional Engineering Technologist (Electrical) with adequate verifiable post registration experience (minimum 5 years) in contract management utilising GCC Conditions of Contract who will be the Employer's Agent.</p> <p>The Employer's Agent must complete an MFMA course (at own cost) and attend the CCT PMBoK course prior to commencement of the contract.</p>                                                                                  | 1                               | Can be the same person as Project Leader or Principal Agent - JBCC |
| Occupational Health and Safety Practitioners | An Occupational Health and Safety Practitioner registered with SACPCMP or be registered with a statutory body recognised by the Chief Inspector from the Department of Labour with the necessary competencies and resources to act as Client's Agent in terms of the Occupational Health and Safety Act with adequate verifiable post registration experience (minimum 5 years).                                                                                                                                          | 1                               |                                                                    |
| Construction Monitoring Professionals        | A person with the necessary competencies with adequate verifiable experience (minimum 5 years) in construction monitoring, control and monitor all works related to all types of reinforced concrete building construction work.                                                                                                                                                                                                                                                                                          | 1                               | Can be the same person as Civil/Structural Engineer                |
| Clerk of Work/s                              | <p>Clerk of Work/s with a minimum of NQF level 4 qualification in Electrical Engineering with successfully completed Apprenticeship in Electrical Engineering and a minimum 3 years' relevant experience post Trade Test in construction or maintenance of LV and MV Electrical infrastructure. The Clerk of Work/s will be utilised in this tender as and when required.</p> <p>The Clerk of Work/s must have completed a responsible person course in terms of NRS040 course prior to commencement of the contract.</p> | 1                               |                                                                    |
| Geotechnical Engineering Services            | A registered professional Geotechnical Engineer Lead (Pr. Eng or Professional Engineering Technologist (Geotechnical) who has undertaken at least 10 (ten) verifiable projects post registration in geotechnical investigation, foundation and retaining wall design and control and monitoring of geotechnical works. The Lead Geotechnical Engineer's first degree shall be in Engineering and with at least 10 years' experience.                                                                                      | 1                               |                                                                    |

| Service | Competency                                                                                                                                                                                                                                                                          | Minimum Number of Professionals | Allocation                                               |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----------------------------------------------------------|
|         | A registered professional Engineering Geologist or Geotechnical engineer with a minimum of 5 years verifiable projects post registration in investigation and logging may undertake logging of test pits however the reports shall be signed off by the Geotechnical Engineer Lead. | 1                               | Can be the same person as the Geotechnical Engineer lead |

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

## **11. MANAGEMENT MEETINGS**

### **11.1 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.

### **11.2 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.

### **11.3 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.

### **11.4 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.

### **11.5 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.

#### 11.6 General

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

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

#### 12 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 as per the Conditions of Contract.

#### 13 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, or which inhibits the progress of the project, leading to an extension of time with costs.

#### 14 RESPONSE TIME

| No | Description                                                                 | Maximum period allowed | Notes                                                                                            |
|----|-----------------------------------------------------------------------------|------------------------|--------------------------------------------------------------------------------------------------|
| 1  | Receive request for quotation                                               |                        |                                                                                                  |
| 2  | Consultant to confirm whether site visit is required to provide a quotation | 2 days                 | If project is of complex nature consultant may request a longer period for quotation             |
| 3  | If site visit required, CCT to arrange meeting with client                  | 4 days                 | If CCT is unavailable this period will be extended, but should be adhered to as far as possible. |
| 4  | Consultant to submit quotation after site visit                             | 2 days                 | If CCT is unavailable this period will be extended, but should be adhered to as far as possible. |
| 5  | CCT to obtain approval and budget availability confirmation                 | 4 days                 |                                                                                                  |
| 6  | CCT to allocate WPD contract number and compile WPD contract document       | 5 days                 |                                                                                                  |

| No | Description                                                                      | Maximum period allowed | Notes |
|----|----------------------------------------------------------------------------------|------------------------|-------|
|    | which would reflect the scope of works as well as the approved fee calculation   |                        |       |
| 7  | Consultant to scrutinise, complete, sign and return the contract document to CCT | 3 days                 |       |
| 8  | CCT to finalise all internal processes and issue PO to consultant                | 10 days                |       |

General:

- a) Consultant to respond to any CCT query/request within 2 days or at least acknowledge receipt of communication and advise expected date for required input.
- b) CCT to ensure a lead time of 48 hours is allowed for any meeting scheduled to ensure allocation of resources from Consultant.
- c) During construction stages meetings will be held as prescribed in Section 11 part C3.1 in the contract document

## **15 HEALTH AND SAFETY SPECIFICATION**

### **15.1 DEFINITIONS**

### **15.2 SCOPE**

### **15.3 INTERPRETATION**

### **15.4 GENERAL REQUIREMENTS**

### **15.5 ADMINISTRATION**

15.5.1 Occupational Health and Safety Agreement

15.5.2 Good standing with the Compensation Fund or a licensed compensation insurer

15.5.3 Emergency procedures

15.5.4 Health and safety file

15.5.5 Health and safety committee

15.5.6 Inspections, formal enquires and incidents

15.5.7 Personal protective equipment and clothing

### **15.6 APPOINTMENTS**

15.6.1 Other competent persons

15.6.2 Health and safety representative(s)

### **15.7 EMPLOYER'S HEALTH AND SAFETY AGENT**

### **15.8 CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT**

15.8.1 General

15.8.2 Risk assessment

- 15.8.3 Health and safety plans
- 15.8.4 Responsibilities towards employees and visitors
- 15.8.5 Subcontractors
- 15.8.6 Work permits and wayleaves
- 15.8.7 Access to the Site
- 15.8.8 First aid and emergency procedures
- 15.8.9 Housekeeping
- 15.8.10 Fire precautions
- 15.8.11 Facilities for workers

## **15.9 GENERAL HAZARDS AND RISKS APPLICABLE TO WORK REQUIRED IN TERMS OF THIS TERM TENDER**

## **15 HEALTH AND SAFETY SPECIFICATION**

### **15.1 DEFINITIONS**

For the purposes of this Specification, the definitions given in the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014, and the following definitions, shall apply:

- a) "Construction Regulations, 2014" means the Construction Regulations (GNR. 84 of 7 February 2014) published in terms of the OHS Act.
- b) "Contractor" means the Principal Contractor as defined in the Construction Regulations, 2014.
- c) "Employer" means the Client or his agent as defined in the Construction Regulations, 2014.
- d) "Engineer" means the person/firm so named in the Contract Data whose function is to administer the Contract as agent of the Employer, acting through, if appointed, a Health and Safety Agent.
- e) "OHS Act" means the Occupational Health and Safety Act, 85 of 1993.
- f) "subcontractor" means any contractor employed by the Contractor to perform construction work.

### **15.2 SCOPE**

In terms of the OHS Act and the Construction Regulations, 2014 the Employer must provide the Contractor with a Health and Safety Specification, to which the Service Provider must respond with a Health and Safety Plan for approval by the Employer.

The purpose of this Specification is to ensure that a Service Provider entering into a contract with the Employer maintains an acceptable level of compliance with regard to health and safety issues during the performance of the Contract. In this regard the Health and Safety Specification forms an integral part of the Contract and the Contractor shall ensure that his subcontractors and/or suppliers comply with the requirements of this Specification.

### **15.3 INTERPRETATION**

The OHS Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this Specification.



Responsibility for health and safety relating to the Works lies with the Service Provider as described in this Specification. Nothing stated in or omitted from this Specification shall in any way limit the Contractor's obligations and liabilities in terms of the OHS Act.

#### **15.4 GENERAL REQUIREMENTS**

The Service Provider shall:

- a) create and maintain a safe and healthy work environment;
- b) execute the Works in a manner that complies with all the requirements of the OHS Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring; and
- c) respond to the instructions issued by the Employer through the Employer's Representative, except in the case of a health and safety issue which requires the Contractor's immediate attention, in which case the Employer's Health and Safety Agent can issue an instruction directly to the Contractor.

#### **15.5 ADMINISTRATION**

##### **15.5.1 Occupational Health and Safety Agreement**

The Service Provider shall enter into an Agreement with the Employer before the commencement of the Works on Site.

##### **15.5.2 Good standing with the Compensation Fund or a licensed compensation insurer**

The Service Provider shall provide the Employer with a letter of good standing from the Compensation Commissioner or a licensed compensation insurer before the commencement of the Works on Site.

##### **15.5.3 Emergency procedures**

The Service Provider shall submit for acceptance to the Employer a health and safety emergency procedure, which includes but is not limited to fire, spills, accidents and exposure to hazardous substances, which:

- a) identifies the key personnel who are to be notified of any emergency;
- b) sets out details of available emergency services, including contact particulars; and
- c) the actions or steps which are to be taken during an emergency.

The Service Provider shall within 24 hours of an emergency taking place notify the Engineer in writing of the emergency and briefly outline what happened and how it was dealt with.

##### **15.5.4 Health and safety file**

The Service Provider shall ensure that a Health and Safety file, which shall include all documentation required in terms of the provisions of the OHS Act, the Construction Regulations, 2014 and this Health and Safety Specification, is open and kept on Site at all times.

The Health and Safety file shall be made available for inspection by any inspector,

subcontractor, the Employer, the Employer's Representative, the Employer's Health and Safety Agent, or employee of the Contractor, upon the request of such persons.

The Service Provider shall hand over the Health and Safety file to the Employer upon Works completion of the Service Provider and, if applicable, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations, 1992.

#### **15.5.5 Health and safety committee**

Where applicable, the Service Provider shall establish a health and safety committee, and shall convene health and safety meetings as provided for in the OHS Act.

The Employer or the Employer's Health and Safety Agent shall be invited to attend such meetings as an observer.

The Service Provider shall ensure that minutes of the health and safety committee meetings are kept.

#### **15.5.6 Inspections, formal enquires and incidents**

The Service Provider shall inform the Employer:

- a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
- b) as soon as reasonably practicable of the occurrence of an incident (as defined in the OHS Act) on the Site.

The Service Provider shall record all incidents and notify the Employer of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incident to an inspector as designated in terms of the OHS Act.

The Service Provider shall investigate all incidents and issue the Employer with copies of such investigations.

#### **15.5.7 Personal protective equipment and clothing**

The Service Provider shall ensure that all workers are issued with the necessary personal protective clothing.

### **15.6 APPOINTMENTS**

#### **15.6.1 Other competent persons**

The Service Provider shall appoint in writing competent persons to:

- a) induct employees in health and safety; and
- b) prepare a fall protection plan.

#### **15.6.2 Health and safety representative(s)**

The Service Provider shall appoint in writing, if necessary in terms of the OHS Act, a health and safety employee representative(s), whose duties shall be as described in the OHS Act.

## 15.7 EMPLOYER'S HEALTH AND SAFETY AGENT

The Employer's Health and Safety Agent shall:

- a) audit on behalf of the employer compliance with the requirements of the Occupational Health and Safety Act including applicable regulations and specifications prior to the commencement of any physical activities on the site;
- b) accept or reject all safety plans, giving reasons for rejecting such plans;
- c) monitor the effective implementation of all safety plans;
- d) conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this Specification and the Contractor's health and safety plan; and
- e) visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, any notices and/or instructions to the Contractor or any of the Contractor's subcontractors with a copy to the Employer and, where relevant, to the Contractor.

The Service Provider shall invite the Employer's Health and Safety Agent to audit compliance with the requirements of this Specification before commencing with any new construction activity on the Site.

The Service Provider shall permit the Employer's Health and Safety Agent to audit the Contractor's compliance with the approved Health and Safety Plan, and shall provide any assistance and/or documentation as may be required in this regard.

## 15.8 CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT

### 15.8.1 General

The Service Provider shall with respect to the Site and the works that are contemplated:

- a) cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;
- b) evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the OHS Act; and
- c) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.
- d) The Service Provider shall take into account outbreak of contagious diseases of epidemic and/or pandemic proportion when complying with the OHS Act:

The Service Provider shall carry out regular inspections and audits to ensure that the Works are being performed in accordance with the requirements of this Specification and the Contractor's health and safety plan

### 15.8.2 Risk assessment

The Service Provider shall before the commencement of any work on Site and during such construction work, cause risk assessment(s) to be performed by a competent person, appointed in writing. Such assessment(s) shall as a minimum:

- a) identify the risks and hazards to which persons may be exposed to;
- b) analyse and evaluate the identified risks and hazards based on a documented method;
- c) document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic "toolbox talks" or inductions before undertaking hazardous work, in order to mitigate, reduce or control the risks and hazards that have been identified;
- d) provide a monitoring plan; and
- e) provide a review plan.

The Service Provider shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

The Service Provider must review the relevant risk assessment –

- f) where changes are effected to the design and or construction that result in a change to the risk profile; or
- g) when an incident has occurred.

### **15.8.3 Health and safety plans**

The Contractor shall prior to commencing the Works to which this Specification applies, submit to the Employer's Health and Safety Agent for approval a suitable and sufficiently documented health and safety plan, based on this Specification and the risk assessment that is conducted.

The health and safety plan shall include, but not be limited to, the following:

- a) The safety management structure, including the names of all designated persons such as the construction supervisor and any other competent persons;
- b) Safety method statements and procedures to be adopted to ensure compliance with the OHS Act; Construction Regulations, 2014 and this Health and Safety Specification;
- c) The provision and use of temporary services;
- d) Personal protective equipment, devices and clothing required;
- e) Emergency procedures;
- f) Provision of workers' welfare facilities;
- g) Induction and training;
- h) Arrangements for monitoring and control to ensure compliance with the safety plan; and
- i) Provision and maintenance of the health and safety file and all other relevant documentation.

The Contractor shall provide each subcontractor with the sections of this Health and Safety Specification pertaining to the construction work to be performed by that subcontractor. The subcontractor shall provide the Contractor with a health and safety plan pertaining to his work, for incorporation into the Contractor's health and safety plan.

The Contractor shall discuss the submitted health and safety plan with the Employer's Health and Safety Agent, modify such plan in the light of the discussions and resubmit the modified plan for approval.

The Contractor shall apply the approved health and safety plan from the date of its approval and for the duration of the Works to which this Specification applies.

The Contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the Employer's Health and Safety Agent, but at least

once every month.

The Contractor shall update the health and safety plan whenever changes to the Works are brought about.

#### **15.8.4 Responsibilities towards employees and visitors**

The Service Provider shall, as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.

The Service Provider shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

The Service Provider shall cause a record of all induction training to be kept, which indicates the names, identity numbers and job description of all those who attended such training.

The Service Provider shall not allow or permit any employee to enter the Site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the Site at the time of entry.

The Service Provider shall ensure that all of his employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner on the prescribed form.

The Service Provider shall ensure that each visitor to the Site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:

- a) undergoes health and safety instruction pertaining to the hazards prevalent on the Site; and
- b) is in possession of and using the necessary personal protective equipment.

The Service Provider shall cause a record of all induction training to be kept in the Health and Safety file.

The Service Provider shall provide suitable on-site signage to alert workers and visitors to health and safety hazards and requirements. Such signage shall include but not be limited to:

- c) prohibited unauthorized entrance;
- d) signage to indicate what personal protective equipment is to be worn; and
- e) activity related signs.

The Service Provider shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

#### **15.8.5 Subcontractors**

The Service Provider may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the subcontract.

The Service Provider shall ensure that all of his obligations in respect of subcontractors in terms of the Construction Regulations, 2014 are adhered to.

#### **15.8.6 Work permits and wayleaves**

The Service Provider shall be responsible for obtaining all the wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall abide by the safety conditions imposed by such wayleaves, permissions or permits.

#### **15.8.7 Access to the Site**

The Service Provider shall ensure that access to the Site is strictly controlled and that, where possible, only authorised persons are permitted onto the Site.

The Service Provider shall control the access to Site of his own personnel and equipment, and that of his subcontractors and suppliers, in such a way so as to ensure that the safety of all public pedestrian and vehicular traffic is not compromised.

#### **15.8.8 First aid and emergency procedures**

The Service Provider shall, where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace, which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment. First Aid boxes shall comply with the requirements of the General Safety Regulations Annexure (Regulation 3). In addition, burn shields shall also be made available.

The Service Provider shall ensure, where there are more than 10 employees employed on the Site, that for every group of up to 50 employees at that workplace at least one person is readily available during normal working hours who is in possession of a valid certificate of competency in first aid.

The following information shall be conspicuously posted in the offices of the Service Provider for the duration of the Contract:

- a) Telephone numbers of emergency services;
- b) The names of all safety representatives and safety officers; and
- c) The name(s) of the competent first aider(s).

The Service Provider shall post, in prominent places, notices indicating where the first aid box(es) is/are kept, as well as the name of the person in charge of the first aid box.

#### **15.8.9 Housekeeping**

The Service Provider shall ensure, inter alia, that suitable housekeeping is continuously

implemented on the Site, including provision for the:

- a) removal of scrap, waste and debris, and materials which are no longer required for use, at appropriate intervals (in accordance with Construction Regulation 27); and
- b) proper stacking and storage of materials and equipment (in accordance with Construction Regulations 27 and 28).

#### **15.8.10 Fire precautions**

The Service Provider shall ensure that all appropriate measures are taken to minimise the risk of fire and that appropriate procedures and equipment are in place to deal with the event of a fire, all in accordance with Construction Regulation 29.

#### **15.8.11 Facilities for workers**

Washing, whether of the person or of personal effects, defecating and urinating are strictly prohibited other than at the facilities provided. The Service Provider shall provide ablution facilities for all personnel employed on the Site, including shelter, toilets and washing facilities. The Contractor's personnel will not be permitted to use the City's ablution facilities.

Toilet facilities provided by the Service Provider shall occur in a ratio of not less than 1 toilet per 30 workers (1:15 is preferred) of each sex. Toilet facilities shall be located within the Contractor's camp, but also at work areas remote from the camp, all to the satisfaction of the Engineer. All portable toilets shall be adequately secured to the ground to prevent them toppling over as a result of wind or any other cause.

The Service Provider shall ensure that the entrances to these toilets are adequately screened from view, that they are maintained in a hygienic state, serviced regularly, that no spillage occurs when they are cleaned and that contents are removed from Site. Toilets shall also be emptied before any temporary site closure for a period exceeding one week. Discharge of waste from toilets into the environment and burial of waste is strictly prohibited. The Contractor shall provide toilet paper at all times.

No ablution facilities shall be located closer than 50m to any water body.

A Method Statement shall be provided by the Contractor detailing the provision, location, and maintenance of ablution facilities.

#### **15.8.12 Eating areas**

The Service Provider shall designate eating areas within the approved Contractor's camp. The feeding of, or leaving of food for, animals is strictly prohibited. Sufficient bins, shall be present in these areas.

Any cooking on Site shall be done on well-maintained gas cookers with fire extinguishers present. No open fires for cooking purposes shall be permitted, unless for occasional use in facilities specifically provided for this purpose and within the confines of the Contractor's camp.

### **15.9 GENERAL HAZARDS AND RISKS APPLICABLE TO WORK REQUIRED IN TERMS OF THIS TERM TENDER:**

- 15.9.1 Existing Site conditions
- 15.9.2 Information provided by the designer (CR 6(1))



- 15.9.3 Environmental hazards
  - 15.9.4 Traffic hazards
  - 15.9.5 Construction materials (hazardous substances)
  - 15.9.6 Fall protection (working at heights) (CR 10)
  - 15.9.7 Structures (CR 11)
  - 15.9.8 Temporary works (CR 12)
  - 15.9.9 Excavation work (CR 13)
  - 15.9.10 Demolition work (CR 14)
  - 15.9.11 Tunneling (CR 15)
  - 15.9.12 Scaffolding (CR 16)
  - 15.9.13 Suspended platforms (CR 17)
  - 15.9.14 Rope access work (CR 18)
  - 15.9.15 Material hoists (CR 19)
  - 15.9.16 Bulk mixing plant (CR 20)
  - 15.9.17 Explosive actuated fastening device (CR 21)
  - 15.9.18 Cranes (CR 22)
  - 15.9.19 Construction vehicles and mobile plant (equipment) (CR 23)
  - 15.9.20 Electrical installations and machinery (CR 24)
  - 15.9.21 Flammable liquids (CR 25)
  - 15.9.22 Water environments (CR 26)
  - 15.9.23 Overhead Work (CR 27(g))
  - 15.9.24 Confined spaces
  - 15.9.25 Other hazards e.g. gang related activities, general crime, service delivery protests, noise pollution, exposure to dust/gases/fumes, vehicular traffic
- 15.10 The Service Provider shall submit at commencement of contract a generic H&S plan for approval and for each site a site specific risk assessment be developed and appended into the Health and Safety file that shall be subjected to an audit at contract management stage.

[REDACTED]

[REDACTED]

[REDACTED]

### C3.2 Annexes

Annex 1: B-BBEE Sub-contract Expenditure Report- N/A

Annex 2: Joint Venture Expenditure Report- N/A

Annex 3: Schedules

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## ANNEX 3- SCHEDULES

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 290C/2020/21

PROVISION OF PROFESSIONAL SERVICES: DESIGN AND CONSTRUCTION MONITORING OF SUBSTATIONS / SWITCHING STATIONS AND BUILDING ADDITIONS, ALTERATIONS AND RENOVATIONS AND OTHER DESIGN/ IMPLEMENTATION/MANAGEMENT OF WORKS PROJECTS INCLUDING FEASIBILITY STUDIES FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND INFRASTRUCTURE

**SCHEDULE 11: KEY PERSONNEL** — Refer to Annexure H

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

| PROJECT LEADER - ENGINEER / TECHNOLOGIST / PROJECT MANAGER |           |                |                               |                                   |
|------------------------------------------------------------|-----------|----------------|-------------------------------|-----------------------------------|
| NAME                                                       | JOB TITLE | QUALIFICATIONS | PROFESSIONAL REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
| 1.                                                         |           |                |                               |                                   |
| 2.                                                         |           |                |                               |                                   |
| PROJECT ENGINEER - ELECTRICAL ENGINEER / TECHNOLOGIST      |           |                |                               |                                   |
| NAME                                                       | JOB TITLE | QUALIFICATIONS | PROFESSIONAL REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
| 1.                                                         |           |                |                               |                                   |
| 2.                                                         |           |                |                               |                                   |
| PROJECT ENGINEER - CIVIL ENGINEER / TECHNOLOGIST           |           |                |                               |                                   |
| NAME                                                       | JOB TITLE | QUALIFICATIONS | PROFESSIONAL REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
| 1.                                                         |           |                |                               |                                   |
| 2.                                                         |           |                |                               |                                   |
| STRUCTURAL ENGINEER                                        |           |                |                               |                                   |
| NAME                                                       | JOB TITLE | QUALIFICATIONS | PROFESSIONAL REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
| 1.                                                         |           |                |                               |                                   |
| 2.                                                         |           |                |                               |                                   |

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 290C/2020/21

PROVISION OF PROFESSIONAL SERVICES: DESIGN AND CONSTRUCTION MONITORING OF SUBSTATIONS / SWITCHING STATIONS AND BUILDING ADDITIONS, ALTERATIONS AND RENOVATIONS AND OTHER DESIGN/ IMPLEMENTATION/MANAGEMENT OF WORKS PROJECTS INCLUDING FEASIBILITY STUDIES FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND INFRASTRUCTURE

SCHEDULE 11: KEY PERSONNEL (Contd) - Refer to Annexure H

| CIVIL ENGINEER                          |           |                |                               |                                   |
|-----------------------------------------|-----------|----------------|-------------------------------|-----------------------------------|
| NAME                                    | JOB TITLE | QUALIFICATIONS | PROFESSIONAL REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
| 1.                                      |           |                |                               |                                   |
| 2.                                      |           |                |                               |                                   |
| ELECTRICAL ENGINEER – BUILDING SERVICES |           |                |                               |                                   |
| NAME                                    | JOB TITLE | QUALIFICATIONS | PROFESSIONAL REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
| 1.                                      |           |                |                               |                                   |
| 2.                                      |           |                |                               |                                   |
| ELECTRICAL ENGINEER – EARTHING DESIGN   |           |                |                               |                                   |
| NAME                                    | JOB TITLE | QUALIFICATIONS | PROFESSIONAL REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
| 1.                                      |           |                |                               |                                   |
| 2.                                      |           |                |                               |                                   |
| MECHANICAL ENGINEER                     |           |                |                               |                                   |
| NAME                                    | JOB TITLE | QUALIFICATIONS | PROFESSIONAL REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
| 1.                                      |           |                |                               |                                   |
| 2.                                      |           |                |                               |                                   |

SIGNED ON BEHALF OF TENDERER: .....

Tender  
Part T2: Returnable Documents  
Reference No 290C/2020/21

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T2.2  
Returnable Schedules

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 290C/2020/21

PROVISION OF PROFESSIONAL SERVICES: DESIGN AND CONSTRUCTION MONITORING OF SUBSTATIONS / SWITCHING STATIONS AND BUILDING ADDITIONS, ALTERATIONS AND RENOVATIONS AND OTHER DESIGN/ IMPLEMENTATION/MANAGEMENT OF WORKS PROJECTS INCLUDING FEASIBILITY STUDIES FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND INFRASTRUCTURE

SCHEDULE 11: KEY PERSONNEL (Contd) - Refer to Annexure H

| QUANTITY SURVEYOR |           |                |                               |                                   |
|-------------------|-----------|----------------|-------------------------------|-----------------------------------|
| NAME              | JOB TITLE | QUALIFICATIONS | PROFESSIONAL REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
| 1.                |           |                |                               |                                   |
| 2.                |           |                |                               |                                   |

| ARCHITECT |           |                |                               |                                   |
|-----------|-----------|----------------|-------------------------------|-----------------------------------|
| NAME      | JOB TITLE | QUALIFICATIONS | PROFESSIONAL REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
| 1.        |           |                |                               |                                   |
| 2.        |           |                |                               |                                   |

| PROJECT MANAGERS |           |                |                               |                                   |
|------------------|-----------|----------------|-------------------------------|-----------------------------------|
| NAME             | JOB TITLE | QUALIFICATIONS | PROFESSIONAL REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
| 1.               |           |                |                               |                                   |
| 2.               |           |                |                               |                                   |
| 3.               |           |                |                               |                                   |

| PRINCIPAL AGENT |           |                |                               |                                   |
|-----------------|-----------|----------------|-------------------------------|-----------------------------------|
| NAME            | JOB TITLE | QUALIFICATIONS | PROFESSIONAL REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
| 1.              |           |                |                               |                                   |
| 2.              |           |                |                               |                                   |

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CITY OF CAPE TOWN

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SCHEDULE 11: KEY PERSONNEL (Contd) - Refer to Annexure H

| EMPLOYER'S AGENT |           |                |                               |                                   |
|------------------|-----------|----------------|-------------------------------|-----------------------------------|
| NAME             | JOB TITLE | QUALIFICATIONS | PROFESSIONAL REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
| 1.               |           |                |                               |                                   |
| 2.               |           |                |                               |                                   |

| OCCUPATIONAL HEALTH AND SAFETY PRACTITIONERS |           |                |                               |                                   |
|----------------------------------------------|-----------|----------------|-------------------------------|-----------------------------------|
| NAME                                         | JOB TITLE | QUALIFICATIONS | PROFESSIONAL REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
| 1.                                           |           |                |                               |                                   |
| 2.                                           |           |                |                               |                                   |

| CONSTRUCTION MONITORING PROFESSIONALS |           |                |                               |                                   |
|---------------------------------------|-----------|----------------|-------------------------------|-----------------------------------|
| NAME                                  | JOB TITLE | QUALIFICATIONS | PROFESSIONAL REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
| 1.                                    |           |                |                               |                                   |
| 2.                                    |           |                |                               |                                   |

| CLERK OF WORK/S - ARTISAN |           |                |                                               |                                   |
|---------------------------|-----------|----------------|-----------------------------------------------|-----------------------------------|
| NAME                      | JOB TITLE | QUALIFICATIONS | PROFESSIONAL REGISTRATION NO. (If registered) | NO. OF YEARS SPECIFIED EXPERIENCE |
| 1.                        |           |                |                                               |                                   |
| 2.                        |           |                |                                               |                                   |

| GEOTECHNICAL ENGINEER |           |                |                               |                                   |
|-----------------------|-----------|----------------|-------------------------------|-----------------------------------|
| NAME                  | JOB TITLE | QUALIFICATIONS | PROFESSIONAL REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
| 1.                    |           |                |                               |                                   |
| 2.                    |           |                |                               |                                   |

Attach additional pages if more space is required.

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Reference No 290C/2020/21

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Returnable Schedules

CITY OF CAPE TOWN

ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO. 290C/2020/21

PROVISION OF PROFESSIONAL SERVICES: DESIGN AND CONSTRUCTION MONITORING OF SUBSTATIONS / SWITCHING STATIONS AND BUILDING ADDITIONS, ALTERATIONS AND RENOVATIONS AND OTHER DESIGN/ IMPLEMENTATION/MANAGEMENT OF WORKS PROJECTS INCLUDING FEASIBILITY STUDIES FOR THE INSTALLATION AND REPLACEMENT OF ELECTRICAL EQUIPMENT AND INFRASTRUCTURE

SCHEDULE 11: KEY PERSONNEL (additional key personnel)

| NAME                | TITLE | JOB DESCRIPTION | QUALIFICATIONS | ESTIMATED PERIOD OF ENGAGEMENT (Weeks) |
|---------------------|-------|-----------------|----------------|----------------------------------------|
| Refer to Annexure I |       |                 |                |                                        |
|                     |       |                 |                |                                        |
|                     |       |                 |                |                                        |
|                     |       |                 |                |                                        |
|                     |       |                 |                |                                        |
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|                     |       |                 |                |                                        |
|                     |       |                 |                |                                        |
|                     |       |                 |                |                                        |

Attach additional pages if more space is required.

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Reference No290C/2020/21

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Returnable Schedules



CITY OF CAPE TOWN  
ELECTRICITY GENERATION AND DISTRIBUTION  
CONTRACT NO: 290C/2020/21  
SCHEDULE 11: KEY PERSONNEL

| PROJECT LEADER - ENGINEER / TECHNOLOGIST / PROJECT MANAGER |                                                    |                                                                  |                                                    |                                  |
|------------------------------------------------------------|----------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------|----------------------------------|
| NAME                                                       | JOB TITLE                                          | QUALIFICATIONS                                                   | PROFESSIONAL REGISTRATION NO                       | NO OF YEARS SPECIFIED EXPERIENCE |
| Lyness<br>Theo Polgater                                    | Head of Electrical Department / Technical Director | B Eng Elect<br>M Eng Elect<br>Pr Eng                             | ECSA 20060319<br>SAIEE 04/11/1994                  | 32                               |
| Lyness<br>Henk Brand                                       | Technical Director                                 | B Tech Electr<br>Pr Tech Eng                                     | ECSA 200770372<br>SAIEE 120459                     | 31                               |
| PROJECT ENGINEER - ELECTRICAL ENGINEER / TECHNOLOGIST      |                                                    |                                                                  |                                                    |                                  |
| NAME                                                       | JOB TITLE                                          | QUALIFICATIONS                                                   | PROFESSIONAL REGISTRATION NO                       | NO OF YEARS SPECIFIED EXPERIENCE |
| Lyness<br>Brian Vermaak                                    | Senior Professional Engineer                       | B Eng (Electr)<br>PMBOK<br>Pr Eng                                | ECSA 20150760<br>SAIEE 14517                       | 9                                |
| Lyness<br>Henk Brand                                       | Technical Director                                 | B Tech Electr<br>Pr Tech Eng                                     | ECSA 200770372<br>SAIEE 120459                     | 31                               |
| PROJECT ENGINEER - CIVIL ENGINEER / TECHNOLOGIST           |                                                    |                                                                  |                                                    |                                  |
| NAME                                                       | JOB TITLE                                          | QUALIFICATIONS                                                   | PROFESSIONAL REGISTRATION NO                       | NO OF YEARS SPECIFIED EXPERIENCE |
| Lyness<br>Manso Elippi                                     | COO / Director / Technical Director                | B Eng (Civl),<br>B Eng (Hons) (Water)<br>Pr Eng<br>Pr CPM<br>PMP | ECSA 970530<br>SACFCMP, DI1865/2005<br>PMP 1870107 | 29                               |
| Lyness<br>Martyn le Roux                                   | Technical Associate                                | MSc (Built Env, Proj Man)<br>B Tech (Civl)<br>Pr Tech Eng<br>PMP | ECSA 200370309<br>PMP 1697502                      | 17                               |
| STRUCTURAL ENGINEER                                        |                                                    |                                                                  |                                                    |                                  |
| NAME                                                       | JOB TITLE                                          | QUALIFICATIONS                                                   | PROFESSIONAL REGISTRATION NO                       | NO OF YEARS SPECIFIED EXPERIENCE |
| Lyness<br>Lucas Bosch                                      | Head of Structural Department / Technical Director | B Tech (Struct)<br>Pr Tech Eng<br>NHSRC 1085                     | ECSA 8570267<br>NHSRC 1085                         | 33                               |
| Lyness<br>Jannie Keyser                                    | Senior Professional Technologist                   | B Tech (Civl)<br>Pr Tech Eng                                     | ECSA 201370247                                     | 14                               |
| CIVIL ENGINEER                                             |                                                    |                                                                  |                                                    |                                  |
| NAME                                                       | JOB TITLE                                          | QUALIFICATIONS                                                   | PROFESSIONAL REGISTRATION NO                       | NO OF YEARS SPECIFIED EXPERIENCE |
| Lyness<br>Rudolph Schoonwinkel                             | Head of Roads Department / Technical Director      | B Eng (Civl)<br>B Eng (Hons) (Civl)<br>MTRP                      | ECSA 870555                                        | 41                               |
| Lyness<br>Harold Leng                                      | Technical Director                                 | B Tech (Civl)<br>Pr Tech                                         | ECSA 201270404                                     | 20                               |

| ELECTRICAL ENGINEER - BUILDING SERVICES |                                                |                                                                  |                              |                                  |
|-----------------------------------------|------------------------------------------------|------------------------------------------------------------------|------------------------------|----------------------------------|
| NAME                                    | JOB TITLE                                      | QUALIFICATIONS                                                   | PROFESSIONAL REGISTRATION NO | NO OF YEARS SPECIFIED EXPERIENCE |
|                                         | Senior Professional Technician                 | N Dip Electr<br>Pr Eng Techno                                    |                              | 17                               |
|                                         | Senior Professional Engineer                   | B Eng (Electr)<br>PMSOK<br>Pr Eng                                |                              | 9                                |
| ELECTRICAL ENGINEER - EARTHING DESIGN   |                                                |                                                                  |                              |                                  |
| NAME                                    | JOB TITLE                                      | QUALIFICATIONS                                                   | PROFESSIONAL REGISTRATION NO | NO OF YEARS SPECIFIED EXPERIENCE |
|                                         | Project Engineer                               | MSc Electrical Engineering<br>BSc Electrical Engineering         |                              | 25                               |
| MECHANICAL ENGINEER                     |                                                |                                                                  |                              |                                  |
| NAME                                    | JOB TITLE                                      | QUALIFICATIONS                                                   | PROFESSIONAL REGISTRATION NO | NO OF YEARS SPECIFIED EXPERIENCE |
|                                         | Director / Engineer                            | B Eng                                                            |                              | 35                               |
| QUANTITY SURVEYOR                       |                                                |                                                                  |                              |                                  |
| NAME                                    | JOB TITLE                                      | QUALIFICATIONS                                                   | PROFESSIONAL REGISTRATION NO | NO OF YEARS SPECIFIED EXPERIENCE |
|                                         | Professional Quantity Surveyor                 | BSc QS                                                           |                              | 21                               |
| ARCHITECT                               |                                                |                                                                  |                              |                                  |
| NAME                                    | JOB TITLE                                      | QUALIFICATIONS                                                   | PROFESSIONAL REGISTRATION NO | NO OF YEARS SPECIFIED EXPERIENCE |
|                                         | Architect / Managing Director                  | BBuild - Barch (UPE)                                             |                              | 26                               |
|                                         | Professional Senior Architectural Technologist | B Tech (CPUT)                                                    |                              | 17                               |
| PROJECT MANAGERS                        |                                                |                                                                  |                              |                                  |
| NAME                                    | JOB TITLE                                      | QUALIFICATIONS                                                   | PROFESSIONAL REGISTRATION NO | NO OF YEARS SPECIFIED EXPERIENCE |
|                                         | Electrical Engineering Director                | Pr Tech Engineer (Electrical), B Tech (Project Management)       |                              | 7                                |
|                                         | Technical Associate                            | MSc (Built Env, Proj Man)<br>B Tech (Civl)<br>Pr Tech Eng<br>PMS |                              | 17                               |
|                                         | Senior Mechanical Engineer                     | B Eng Mechanical<br>Project Management<br>Diploma                |                              | 22                               |
| PRINCIPAL AGENT                         |                                                |                                                                  |                              |                                  |
| NAME                                    | JOB TITLE                                      | QUALIFICATIONS                                                   | PROFESSIONAL REGISTRATION NO | NO OF YEARS SPECIFIED EXPERIENCE |
|                                         | Senior Professional Technician                 | N Dip Electr<br>Pr Eng Techno                                    |                              | 17                               |

| EMPLOYER'S AGENT                             |                                                    |                                                                   |                              |                                  |
|----------------------------------------------|----------------------------------------------------|-------------------------------------------------------------------|------------------------------|----------------------------------|
| NAME                                         | JOB TITLE                                          | QUALIFICATIONS                                                    | PROFESSIONAL REGISTRATION NO | NO OF YEARS SPECIFIED EXPERIENCE |
|                                              | Head of Electrical Department / Technical Director | B Eng Elect<br>M Eng Elect<br>Pr Eng                              |                              | 32                               |
| OCCUPATIONAL HEALTH AND SAFETY PRACTITIONERS |                                                    |                                                                   |                              |                                  |
| NAME                                         | JOB TITLE                                          | QUALIFICATIONS                                                    | PROFESSIONAL REGISTRATION NO | NO OF YEARS SPECIFIED EXPERIENCE |
|                                              | PrCHSA                                             | PrCHSA                                                            |                              | 25 years                         |
| CONSTRUCTION MONITORING PROFESSIONALS        |                                                    |                                                                   |                              |                                  |
| NAME                                         | JOB TITLE                                          | QUALIFICATIONS                                                    | PROFESSIONAL REGISTRATION NO | NO OF YEARS SPECIFIED EXPERIENCE |
|                                              | Head of Structural Department / Technical Director | B Tech (Struct)<br>Pr Tech Eng<br>NHSRC 1025                      |                              | 33                               |
|                                              | COO / Director / Technical Director                | B Eng (Civil),<br>B Eng (Hons) (Water)<br>Pr Eng<br>Pr CPM<br>PM9 |                              | 29                               |
| CLERK OF WORKS - ARTISAN                     |                                                    |                                                                   |                              |                                  |
| NAME                                         | JOB TITLE                                          | QUALIFICATIONS                                                    | PROFESSIONAL REGISTRATION NO | NO OF YEARS SPECIFIED EXPERIENCE |
|                                              | Medium Voltage Distribution Consultant             | NTS 5                                                             |                              | 29                               |
|                                              | Site Manager                                       | N5 (Mechanical / Light & Heavy Current)                           |                              | 13                               |
| GEOTECHNICAL ENGINEER                        |                                                    |                                                                   |                              |                                  |
| NAME                                         | JOB TITLE                                          | QUALIFICATIONS                                                    | PROFESSIONAL REGISTRATION NO | NO OF YEARS SPECIFIED EXPERIENCE |
|                                              | Associate                                          | BTech<br>Pr Tech Eng                                              |                              | 20                               |

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SCHEDULE 11: KEY PERSONNEL (ADDITIONAL)

| NAME | JOB TITLE                                      | QUALIFICATIONS                     | PROFESSIONAL<br>REGISTRATION NO | NO OF YEARS<br>SPECIFIED<br>EXPERIENCE |
|------|------------------------------------------------|------------------------------------|---------------------------------|----------------------------------------|
|      | Senior Professional<br>Electrical Technologist | B Tech (Electrical)<br>Pr Tech Eng |                                 | 30                                     |
|      | Professional Electrical<br>Technologist        | BTech (Elect)<br>Pr Eng Techno     |                                 | 16                                     |
|      | Health & Safety Consultant                     | N Dip Civil<br>SACPCMP             |                                 | 14                                     |
|      | Candidate QS                                   | BSc QS Hons                        |                                 | 4                                      |

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**SCHEDULE 12: SUPPORT RESOURCES**

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

| SOFTWARE PACKAGE/S AVAILABLE FOR USE |             |                                    |
|--------------------------------------|-------------|------------------------------------|
| NAME OF PACKAGE                      | DESCRIPTION | CURRENTLY OWNED/ LICENCED OR OTHER |
| Refer to Annexure J                  |             |                                    |

SIGNED ON BEHALF OF TENDERER.....

Tender  
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Returnable Schedules

SUPPORT RESOURCES:

| SOFTWARE PACKAGE/S AVAILABLE FOR USE                  |                                                   |                                   |
|-------------------------------------------------------|---------------------------------------------------|-----------------------------------|
| NAME OF PACKAGE                                       | DESCRIPTION                                       | CURRENTLY OWNED/LICENCED OR OTHER |
| <b>PROJECT MANAGEMENT</b>                             |                                                   |                                   |
| MS Projects                                           | Project Programming                               | Owned                             |
| MS Office 2010                                        | MS Word, MS Excel, MS Powerpoint                  | Owned                             |
| Pastel Version 11                                     | Bookkeeping                                       | Owned                             |
| <b>CIVIL, ELECTRICAL &amp; STRUCTURAL ENGINEERING</b> |                                                   |                                   |
| Auto CAD 2015 & 2018                                  | Draughting and designing                          | Owned                             |
| Auto CAD Civil 3D 2015 & 2018                         | Draughting and designing                          | Owned                             |
| Civil Designer                                        | Sewerage, roads, storm water, earthworks          | Owned                             |
| Wadiso                                                | Water network analysis                            | Owned                             |
| Revit (Autodesk) 2015 & 2018                          | Building Information Modelling Software           | Owned                             |
| Infraworks (Autodesk) 2015 & 2018                     | Realworld infrastructure projects design          | Owned                             |
| EPA SWMM                                              | Stormwater Management                             | Freeware                          |
| Vehicle Tracking                                      | Road Design                                       | Owned                             |
| STASOFT                                               | Water Quality                                     | Owned                             |
| Relicmaster 2014                                      | Network Design Package and Volt Drop Calculations | Owned                             |
| ArcView                                               | GIS Software                                      | Owned                             |
| Caddie 9 & 16                                         | Draughting                                        | Owned                             |
| MS Projects                                           | Project Programming                               | Owned                             |
| Relux                                                 | Lighting design                                   | Owned                             |
| Ulysses                                               | Lighting design                                   | Owned                             |
| Digsilent                                             | Load flow software                                | OTHER                             |
| Prokon                                                | Structural Design Package                         | OTHER                             |
| Pastel Version 11                                     | Bookkeeping                                       | Owned                             |
| MS Office 2010                                        | MS Word, MS Excel, MS Powerpoint                  | Owned                             |
| Power Tools                                           | Network analysis software                         | OTHER                             |
| Autogrid Pro                                          | Substation earthing design software               | OTHER                             |



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**SCHEDULE 18: PERSONNEL SCHEDULE (OTHER THAN KEY PERSONNEL)**  
(For information only)

The tenderer shall indicate on the schedule below what human resources, other than the key personnel listed in clause C.2.1.4.6 of the tender conditions, they have at their disposal and intend allocating to this project as and when required. These resources could, for example, include road/pavement engineers (in respect of the NMT component), a tender documentation specialist, cad operators/architectural draft persons/modellers, or experienced construction monitoring staff, amongst others.

| NAME                | TITLE | JOB DESCRIPTION | QUALIFICATIONS | ESTIMATED PERIOD OF ENGAGEMENT (Weeks) |
|---------------------|-------|-----------------|----------------|----------------------------------------|
| Refer to Annexure L |       |                 |                |                                        |
|                     |       |                 |                |                                        |
|                     |       |                 |                |                                        |
|                     |       |                 |                |                                        |
|                     |       |                 |                |                                        |
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|                     |       |                 |                |                                        |
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SIGNED ON BEHALF OF TENDERER: .....

Tender  
Part T2: Returnable Documents  
Reference No290C/2020/21

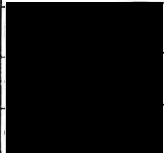
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SCHEDULE 18: KEY PERSONNEL (Other than key personnel)

| NAME                                                                              | TITLE          | JOB DESCRIPTION | QUALIFICATIONS                   | ESTIMATED PERIOD<br>OF ENGAGEMENT<br>(Weeks) |
|-----------------------------------------------------------------------------------|----------------|-----------------|----------------------------------|----------------------------------------------|
|  | Draughtsperson | GIS Specialise  | NTC4<br>GIS                      | As and when required                         |
|                                                                                   | Draughtsperson | CAD Operator    | Diploma in Project<br>Design     | As and when required                         |
|                                                                                   | Draughtsperson | CAD Operator    | AutoCAD 2D<br>AutoCAD Electrical | As and when required                         |

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## Part C4: Site Information

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### C4.1 Municipal Boundaries (Area Map)

