



MEMORANDUM OF AGREEMENT

FOR THE

**TERM TENDER FOR THE PROVISION OF PROFESSIONAL
SERVICES: ROADS PLANNING, DESIGN AND MANAGEMENT
CONSTRUCTION IMPLEMENTATION FROM DATE OF
COMMENCEMENT FOR A PERIOD OF 8 YEARS (96 MONTHS)**

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

**NAIDU CONSULTING (PTY) LTD
(Registration No. [REDACTED])**

Contract No. 318C/2021/22



PREAMBLE

WHEREAS Tender **318C/2021/22** was awarded to **NAIDU CONSULTING (PTY) LTD, AFRICOAST CONSULTING ENGINEERS (PTY) LTD, WSP GROUP AFRICA (PTY) LTD AND KNIGHT PIESOLD CONSULTING (Pty) LTD** in line with resolution **SCMB 73/12/22** dated **12 December 2022** for the TERM TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: ROADS PLANNING, DESIGN AND MANAGEMENT CONSTRUCTION IMPLEMENTATION for a period of eight (8) years from date of commencement and expire no later than 30 June 2031..

AND WHEREAS NAIDU CONSULTING (PTY) LTD was awarded as per the rates set out at PART C2: PRICING DATA.

AND WHEREAS it is recorded that this Contract will be governed by the Standard Conditions of Contract, **Construction Industry Development Board (CIDB)**, Standard for Uniformity in Construction Procurement, read with the Contract Specific Data ("CSD") 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 **Director: Transport Planning and Network Management** duly authorised hereto;
- 1.2. **Naidu Consulting (Pty) Ltd**, a private company registered in terms of the laws of the Republic of South Africa , with its chosen domicilium situated at [REDACTED] (the "**Contractor**"), herein represented by its duly authorised representative, [REDACTED] in his/her capacity as [REDACTED]; 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 CIDB and any Part attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:

- 2.1.1. first, the Form Offer and Acceptance;
- 2.1.2. second, the Contract Specific Data Within the Contract Data;
- 2.1.3. third, the General Conditions of Contract;
- 2.1.4. fourth, the Scope of Work; and
- 2.1.5. Fifth, the Pricing Data.

3. APPOINTMENT AND DURATION

- 3.1. The Employer hereby appoints the Contractor to perform the Scope of Work for the Employer from Date of Commencement.
- 3.2. Unless terminated earlier in accordance with the provisions as set out in the CIDB or any other provision in terms of this Contract, this Contract shall commence for a period of eight (8) years from date of commencement and expire no later than 30 June 2031.

4. MUTUAL GOOD FAITH / CO-OPERATION

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

5. OBLIGATIONS OF THE EMPLOYER

- 5.1. The Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**PART 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 Contractor's performance in respect of the Scope of Work.

6. OBLIGATIONS OF THE CONTRACTOR

- 6.1. The Contractor hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work (**PART C3: SCOPE OF WORK**).

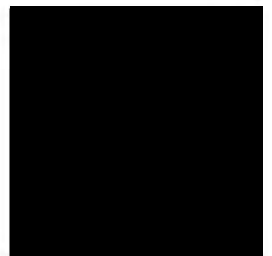
- 6.2. The Contractor will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 6.3. The Contractor will ensure that the Works will be of a satisfactory quality and fit for purpose.
- 6.4. The Contractor shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.
- 6.5. The Contractor will not conduct any activity of whatsoever nature which may be detrimental to the Employer's reputation and goodwill.

7. PRICING DATA

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

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COMPULSORY ENTERPRISE QUESTIONNAIRE

CITY OF CAPE TOWN

URBAN MOBILITY DIRECTORATE: TRANSPORT PLANNING & NETWORK MANAGEMENT

CONTRACT NO. 318C/2021/22

TERM TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: ROADS PLANNING, DESIGN AND MANAGEMENT CONSTRUCTION IMPLEMENTATION FROM DATE OF COMMENCEMENT FOR A PERIOD OF 8 YEARS (96 MONTHS)

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: Nandy Consulting (Pty) Ltd.

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

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

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

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

Section 4: Particulars of sole proprietors and partners in partnerships

Not applicable

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

Section 5: Particulars of companies and close corporations

Company registration number [REDACTED]

Close corporation number n/a

Tax reference number [REDACTED]

Section 6: Foreign Bidding Suppliers

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?

☐ Yes

☐ No

If yes, enclose proof

Is tenderer a foreign based supplier for the Goods / Services / Works offered?

☐ Yes

☐ No

If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)

Questionnaire to Bidding Foreign Suppliers

a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?

☐ Yes

☐ No

b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa?

☐ Yes

☐ No

c) Does the tenderer have a permanent establishment in the Republic of South Africa?

☐ Yes

☐ No

d) Does the tenderer have any source of income in the Republic of South Africa?

☐ Yes

☐ No

e) Is the tenderer liable in the Republic of South Africa for any form of taxation?

☐ Yes

☐ No

Tender
Part T2: Returnable Schedules
Reference No. 318C/2021/22

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T2.2
Returnable Schedules

- 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.

SIGNED ON BEHALF OF TENDERER:

.....

PART C1 : AGREEMENTS AND CONTRACT DATA

CITY OF CAPE TOWN

URBAN MOBILITY DIRECTORATE: TRANSPORT PLANNING & NETWORK MANAGEMENT

CONTRACT NO. 318C/2021/22

TERM TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: ROADS PLANNING, DESIGN AND MANAGEMENT CONSTRUCTION IMPLEMENTATION FROM DATE OF COMMENCEMENT FOR A PERIOD OF 8 YEARS (96 MONTHS)

C1.1 Form of Offer and Acceptance

Offer

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

CONTRACT NO. 318C/2021/22

TERM TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: ROADS PLANNING, DESIGN AND MANAGEMENT CONSTRUCTION IMPLEMENTATION FROM DATE OF COMMENCEMENT FOR A PERIOD OF 8 YEARS (96 MONTHS)

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.

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) Naidu Consulting (Pty) Ltd.

(Address of organization/tenderer)

Name and
signature
of witness

Date 03 June 2022

For official use.

INITIALS OF CITY OFFICIALS AT TENDER

OPENING			
1. [Signature]	2. [Signature]	3. [Signature]	[Signature]

Tender
Part T2: Returnable Documents
Reference No. 318C/2021/22

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T2.1
Returnable Documents

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

The tenderer shall within two 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.

Status of Contractor Award/s per region(s):

Professional Service Provider	Urban Mobility Region ¹
Naidu Consulting (Pty) Ltd	Central
WSP Group Africa (Pty) Ltd	South
Knight Piesold Consulting (Pty) Ltd	East
Africoast Consulting Engineers (Pty) Ltd	North

Note 1: The status of the contractor with respect to the region(s) awarded to him in terms of this term tender process is recorded in the table above.

The Parties	Employer	Contractor
Business Name	City of Cape Town	Naidu Consulting (Pty) Ltd
Business Registration	N/A	[REDACTED]
Tax number (VAT)	[REDACTED]	[REDACTED]
Physical Address	Tower Block, Civic Centre, 12 Hertzog Boulevard Cape Town 8001	[REDACTED]
Accepted contract sum including tax		
Accepted contract duration	For a period of eight (8) years from date of commencement and expire no later than 30 June 2031	
Signed – who by signature hereto warrants authority	[REDACTED]	[REDACTED]
Name of signatory	[REDACTED]	[REDACTED]
Signed: Date	18/12/2023	21/12/2023
Signed: Location	Cape Town	CAPE TOWN
Signed: Witness	[REDACTED]	[REDACTED]
Name of Witness	[REDACTED]	[REDACTED]

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	
2 Subject	
Details	
3 Subject	
Details	
4 Subject	
Details	
5 Subject	
Details	

N/A – No Deviations

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.

C1.2 Contract Data

CITY OF CAPE TOWN

URBAN MOBILITY DIRECTORATE: TRANSPORT PLANNING & NETWORK MANAGEMENT

CONTRACT NO. 318C/2021/22

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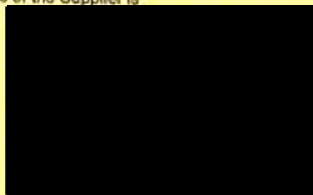
C1.2 Contract Data

Data provided by the Supplier

The name of the Supplier is Naidu Consulting (PTY) LTD

The address of the Supplier is

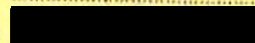
Physical :
Address



Postal :
Address



Telephone :



Fax :



email :



Tender
Part T2: Returnable Documents
Reference No. 318C/2021/22

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T2.1
Returnable Documents

C2.2 Schedule of Rates

Item	Description	Unit	Tendered Rate (Excl. VAT)
1	PLANNING, STUDIES, INVESTIGATIONS AND ASSESSMENTS		
1.1	Time based costs		
a	Category B Personnel	hour	R500.00
b	Category C Personnel	hour	R200.00
c	Category D Personnel	hour	R100.00
1.2	Wayleave and Permit applications		
a	Full application process per road or road section as per clause 7.2.1.1(b) of Section C3.1: Scope of Works	No	R1 600.00
1.3	Procurement of laboratory services through open tender for testing during construction projects (see item 16 of C2.1 - Pricing Assumptions)	No	R8 000.00

Item	Description	Unit	Tendered Rate (Excl. VAT)
2	TIME BASED COSTS FOR NORMAL SERVICES		
2.1	Normal Services: Stages 1 to 4 and Stage 6 for all projects		
(a)	Key Staff		
i	Project Leader (PL)	Hour	R500.00
ii	Traffic and Transportation Engineer	Hour	R750.00
iii	Transport Infrastructure (Highways) Engineer	Hour	R400.00
iv	Contract Engineer (CE) / Employer's Agent (EA)	Hour	R500.00
(b)	Specialists (Category B/C personnel)		
i	Geometric Engineer	Hour	R500.00
ii	Structural Engineer	Hour	R500.00
iii	Geotechnical Engineer	Hour	R1 200.00
iv	Pavement and Materials Engineer	Hour	R400.00
v	Infrastructure Engineer (stormwater, water and sewer reticulation)	Hour	R500.00
vi	Electrical Engineer (street lighting, cable relocations)	Hour	R500.00
vii	Landscape Architect	Hour	R500.00
viii	Transport economist	Hour	R750.00
ix	Specialist Bridge Engineer	Hour	R750.00
x	Other specialist (This Provisional Sum not to exceed R500 000 per Works Order)	Prov. Sum	R500 000
(c)	Other professional and support Staff		
i	Category B Personnel	Hour	R500.00
ii	Category C Personnel	Hour	R200.00
iii	Category D Personnel	Hour	R100.00
2.2	Normal Services Stage 5		
(a)	Contracts with construction value exceeding R30.0 million including VAT		
i	Contract Administration and Inspection: Key Staff Employer's Agent and all support staff costs	Month	R16 000.00
(b)	Contracts with construction value up to R30 million including VAT		
i	Contract Administration and Inspection: Key Staff Employer's Agent and all support staff and costs	Month	R16 000.00
(d)	Minor Contract with construction Value up to R20 million Including VAT		
i	Contract Administration and Inspection: Key Staff Employer's Agent and all support staff costs	Month	R16 000.00
ii	Contract Administration and Inspection: Junior Employer's Agent and all support staff costs	Month	R16 000.00

Item	Description	Unit	Tendered Rate (Excl. VAT)
3	ADDITIONAL SERVICES		
3.1	Level Two or Three Construction Monitoring Services		
a	Class A Senior Employer's Agent's Representative cost to company including mark-up and profit	Month	R116 000.00
b	Class B Senior Employer's Agent's Representative cost to company including mark-up and profit	Month	R101 500.00
c	Engineer's Representative (ER)/Employer's Agent's Representative (EAR)	Month	R87 000.00
d	Junior Employer's Agent's Representative/ Assistant Employer's Agent's Representative cost to company including mark-up and profit	Month	R36 250.00
e	Students and graduates cost to company including mark-up and profit	Month	R16 675.00
3.2	Occupational Health and Safety Services		
(a)	Compile and submit application for Construction Work Permit from Department of Labour in terms of Regulation 3(1) of Construction Regulations, 2014	No	R6 500.00
(b)	Compile Baseline risk assessment in terms of Regulation 5(1)(a) of Construction Regulations, 2014	No	R2 500.00
(c)	Compile and submit site specific health and safety specification in terms of Regulation 5(1)(b) & (c) of Construction Regulations, 2014	No	R2 650.00
(d)	Evaluation of Principal Contractor's Safety Plan (File) submission in terms of regulation 4, regulation 5.1(l) & (m)	No	R2 437.00
(e)	Acting as Client Agent, safety inspections, submission of site report and attending site meetings in terms of Regulations 5.1(o), (q), (r) and (s)	No	R5 500.00
(f)	Reviewing Principal Contractors safety file on completion and ensure compliance with any necessary close out procedures and submit file to Employer	No	R2 190.00
3.3	Environmental and Heritage Services		
(a)	Registered Environmental Assessment Practitioner (EAP)	hour	R750.00
(b)	Registered Candidate EAP	hour	R600.00
(c)	Heritage Assessment Specialist	hour	R750.00
(d)	Public Participation Specialist	hour	R750.00
(e)	Environmental and Heritage support staff	Hour	R300.00

Item	Description	Unit	Tendered Rate (Excl. VAT)
4	DISBURSMENTS		
4.1	Recoverable expenses in respect of printing and copying as specified below		
(a)	Printing size A4		
(i)	Black and white on white paper	No	R0.60
(ii)	Black and white on colour paper (pink yellow, blue green paper)	No	R0.85
(iii)	Colour printing on white paper	No	R1.25
(iv)	Colour printing on colour paper (pink yellow, blue green paper)	No	R1.50
(b)	Printing: size A3		
(i)	Black and white printing	No	R2.00
(ii)	Colour printing	No	R2.50
(c)	Printing: size A2		
(i)	Black and white printing	No	R12.00
(ii)	Colour printing	No	R12.00
(d)	Printing: size A1		
(i)	Black and white printing	No	R20.00
(ii)	Colour printing	No	R20.00
(e)	Printing: size A0		
(i)	Black and white printing	No	R30.00
(ii)	Colour printing	No	R30.00
4.2	Binding of documents		
	Ring Binding	No	R15.00
	Staple and tape binding	No	R30.00
4.3	Burning CD's or Flash Drives with drawings and electronic BOQ's etc. for tender documents or as requested.	No	R10.00
4.4	Cost of accommodating and supervising City employees with service provider to gain design and on-site experience	month	R420.00
4.5	Allowance for travel costs	km	Employer's ad-hoc duty transportation rate

Item	Description	Unit	Tendered Rate (Excl. VAT)
5	PROVISIONAL SUM ITEMS		
5.1	Laboratory Services for investigations during design		
(a)	Cost of laboratory services (This Provisional Sum not to exceed R500 000 per Works Order)	Prov Sum	R500 000
(b)	Mark-up, Profit and handling costs on 5.1(a)	%	1.00
5.2	Topographical survey		
(a)	Cost of survey services (This Provisional Sum not to exceed R500 000 per Works Order)	Prov Sum	R500 000
(b)	Mark-up, Profit and handling costs on 5.2(a)	%	1.00
5.3	Traffic counting		
(a)	Cost of traffic counting services (This Provisional Sum not to exceed R400 000 per Works Order)	Prov Sum	R400 000
(b)	Mark-up, Profit and handling costs on 5.3(a)	%	1.00
5.4	Traffic accommodation during investigations		
(a)	Cost of traffic accommodation (This Provisional Sum not to exceed R400 000 per Works Order)	Prov Sum	R400 000
(b)	Mark-up, Profit and handling costs on 5.4(a)	%	1.00
5.5	Existing Services investigation using Ground penetrating radar, cable detectors trial trench/pit excavations etc.		
(a)	Cost of existing services investigation (This Provisional Sum not to exceed R800 000 per Works Order)	Prov Sum	R800 000
(b)	Mark-up, Profit and handling costs on 5.5(a)	%	1.00
5.6	Specialist Geotechnical investigations (Drilling)		
(a)	Cost of geotechnical investigation (This Provisional Sum not to exceed R2 000 000 per Works Order)	Prov Sum	R2 000 000
(b)	Mark-up, Profit and handling costs on 5.6(a)	%	1.00
5.7	Other services		
(a)	Cost of other services (This Provisional Sum not to exceed R1 000 000 per Works Order)	Prov Sum	R1 000 000
(b)	Mark-up, Profit and handling costs and procurement costs on 5.7(a)	%	1.00

T2.2 Returnable Schedules

CITY OF CAPE TOWN

URBAN MOBILITY DIRECTORATE: TRANSPORT PLANNING & NETWORK MANAGEMENT

CONTRACT NO. 318C/2021/22

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SCHEDULE 11: KEY PERSONNEL

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

Details of all personnel that may be used to fulfil the minimum requirements of the contract must be provided. Specific reference must be made in the Schedule to the required competencies that will be satisfied by each personnel member. Should the required experience for a specific role be fulfilled by two or more persons, this shall be indicated in the tender. **One person may not fulfil the role of more than two Key Personnel.** The person identified as Project leader shall be the employer's single point of contact for the duration of the contract, even if the tenderer elects to submit tenders for two regions.

1.1 Project Leader (PL)

Attach a certified copy of the proposed PL's qualification(s) and a copy of his/her CV to this schedule.

Complete the form below in order to qualify for points for Relevant Project Experience as PL.

PROJECT LEADER					
Name: [REDACTED]		Professional registration number: [REDACTED]			
Qualification and graduation date: [REDACTED]					
Years of Post Qualification Experience (refer to Clause C.2.1.4.6 (1.1)): 20 Years					
	Project Number, Title and Description	Project Value	Client	Construction Contract Completion Date	Client Reference (name telephone and email)
1	P714 - Upgrading of Main Road Strydom to Kinross (km 8 to km 16)	R184 Million	[REDACTED]	November 2018	[REDACTED]
2	N002-200-2016/4 F N2 Wild Coast Freeway toll Highway section (20 km 5 to 300) and (km 15 to 20)	R12 Billion	[REDACTED]	Current	[REDACTED]
3	P100 - Upgrading of Main Road Pico Ndweni to Imenda (km)	R440 Million	[REDACTED]	November 2018	[REDACTED]
4	N003-020-2017/11 Astbury Interchange (km 3) and Murray Road (km 6)	R2.1 Billion	[REDACTED]	Current	[REDACTED]
5	The replacement of N1 Section 27 at the Umhlathini river bridge	R43.5 Million	[REDACTED]	October 2021	[REDACTED]
6	Design and implementation for the upgrading of gravel roads in the Matroosburg area	R12 Million	[REDACTED]	Current	[REDACTED]

Tender
Part T2: Returnable Schedules
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T2.2
Returnable Schedules

SIGNED ON BEHALF OF TENDERER: [REDACTED]

1.2 Traffic and Transportation Engineer

Attach a certified copy of the proposed Traffic and Transportation Engineer's qualification(s) and a copy of his/her CV to this schedule

Complete the form below in order to qualify for points for Relevant Project Experience as Geometric Design Engineer.

Traffic and Transportation Engineer					
Name: [REDACTED]		...Professional Registration Number: [REDACTED]			
Qualification and graduation date: [REDACTED]					
Years of relevant Post Qualification Experience (refer to Clause C.2.1.4.6 (1.3)): 27 years					
	Project Number Title, and Description	Project Value	Client	Design approval or Construction Completion Date	Client Reference (name telephone and email)
1	N.002-200-2016/AF M2 Wild Coast Freeway Toll Highway section 2 (km 51860 and km 54400)	R1.2 Billion	[REDACTED]	2018- Current	[REDACTED]
2	N.003-030-2017/IF Ashburton Interchange (km 0.8) and Murray Road (km 6.0)	R 2.1 Billion	[REDACTED]	2016- Current	[REDACTED]
3	Gaubram EMME Model	R1.2 Million	[REDACTED]	2016	[REDACTED]
4	Tshwane SATURN Model	R 4 Million	[REDACTED]	2016	[REDACTED]
5	N.002-240-2015/10 The upgrade of the Sipingo interchange	R300 Million	[REDACTED]	2014	[REDACTED]
6	Greater Umhlango Model (GUM)	R5 Million	[REDACTED]	2013	[REDACTED]

SIGNED ON BEHALF OF TENDERER: [REDACTED]

1.3 Transport Infrastructure (Highway) Engineer

Attach a certified copy of the proposed Transport Infrastructure (Highway) Engineer qualification(s) and a copy of his/her CV to this schedule

Complete the form below in order to qualify for points for Relevant Project Experience as Geometric Design Engineer.

Geometric Design Engineer					
Name: [REDACTED]		Registration Number: [REDACTED]			
Qualification and graduation date: [REDACTED]					
Years of relevant Post Qualification Experience (refer to Clause C.2.1.4.6 (1.3)): 12 years					
	Project Number Title, and Description	Project Value	Client	Design approval or Construction Completion Date	Client Reference (name telephone and email)
1	N.002-200-2016/4-F N2. Wild Coast Freeway Toll Highway section 20 (km 151.300 and km 151.400)	R1.2 Billion	[REDACTED]	Current	[REDACTED]
2	N.002-240-2015/10 The upgrade of the Lipingo interchange on National Route 2	R500 Million	[REDACTED]	Current	[REDACTED]
3	The Realignment of National Route 2, section 27 from Umhlati River bridge to Umvoti	R93.5 Million	[REDACTED]	October 2021	[REDACTED]
4	Upgrading of Main Road P774, Sibudu to Kingscliff, km 0 to 37	R184 Million	[REDACTED]	November 2018	[REDACTED]
5	Safety improvements on Main Road P774 Glenhill - Sweetwaters from km 0 to km 15	R59.5 Million	[REDACTED]	August 2017	[REDACTED]
6	District Road 115 Various concrete foot	R52 Million	[REDACTED]	2013	[REDACTED]

SIGNED ON BEHALF OF TENDERER: [REDACTED]

Tender
Part T2: Returnable Schedules
Reference No. 318C/2021/22

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T2.2
Returnable Schedules

1.4 Contract Engineer/Employer's Agent (CE/EA)

Attach a certified copy of the proposed CE/EA's qualification(s) and a copy of his/her CV to this schedule in order to qualify for points for Post Qualification Experience.

Complete the form below in order to qualify for points for Relevant Project Experience as CE/EA and for Experience with SAICE GCC 2010 and 2015.

CONTRACT ENGINEER/EMPLOYER'S AGENT					
Name: [REDACTED]		Professional Registration Number: [REDACTED]			
Qualification and graduation date: [REDACTED]					
Years of Post Qualification Experience (refer to Clause C.2.1.4.6 (1.2)): <u>43 years</u>					
	Project Number Title, and Description	SAICE GCC 2010/2015 or FIDIC or other	Client	Construction Contract Completion Date	Client Reference (name telephone and email)
1	N1 Section 1 & 2 upgrading N1 to Hopefield intersection	FIDIC	[REDACTED]	09/2019	[REDACTED]
2	N1 Section 1: upgrading N1 to Hopefield intersection	FIDIC	[REDACTED]	2017	[REDACTED]
3	N14 Section B: Kuyman to NC border	FIDIC	[REDACTED]	2013	[REDACTED]
4	Groot River Pass and Bloubaans Pass	GCC	[REDACTED]	2010	[REDACTED]
5	Onverwacht Road (Helderberg mun)	GCC	[REDACTED]	2008	[REDACTED]
6					

SIGNED ON BEHALF OF TENDERER [REDACTED]

Part C1: Agreements and Contract Data

	Pages
C1.2 Contract Data (data provided by the Employer).....	23 – 34
C1.3 Occupational Health and Safety Agreement.....	35
C1.4 Insurance Broker's Warranty	36
C1.5 Works Order Acceptance / Refusal Notice.....	37

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

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

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

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

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

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

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

- 1) The Framework appointment period is for eight years (96 months) from the date of commencement.
- 2) Service providers, once appointed and subject to operational requirements, will be invited to execute the Works by means of Works Projects in their region(s). The scope of work on each project will be clearly defined, tasks identified (often per stage of the project), scheduled agreed and costed (according to hourly rates) and disbursements, which will form the basis of the Works Projects contract.
- 3) All work orders that service providers have been appointed for that result in construction projects shall be completed up to the issuing of the Certificate of Completion, by 30 June 2031. Therefore, no orders that result in the construction projects that cannot be completed within this time will be issued.
- 4) It is the employer's intention to advertise a follow up tender of a similar nature to this one in the third financial year of this appointment, and award it as soon as possible in order to ensure a continuous pipeline of future projects. Once the follow up tender has been awarded, no new work will be issued to the service provider.

on this contract and the remaining time up until contract completion will be used only to complete projects already awarded.

- 5) The time for typical Normal Services for each project, as stated in Section C3.1 Scope of Works, will be determined at the commencement of a specific project. A project schedule will be prepared for each project and once agreed and signed off by the City's designated Project Manager, it will become the timeframe commitment for that project. Section 7.3.2. these time frames notwithstanding, all deliverables for work orders for portions of Normal Services shall be completed and submitted before the completion of the contract.

The timeframes for deliverables will be split into the following categories:

- Major projects: >R30 million and <R30million in which a full open tender process is required
- Minor projects, up to R20 million, which utilize existing construction framework contracts and do not require a full open tender process

The following timeframes shall be adhered to with regards to project deliverables:

- | | |
|----------------------------|--|
| • All Minutes of meetings: | 1 calendar week after the meeting |
| • Inception report: | 3 calendar week after project initiation meeting |
| • Preliminary report: | In terms of the approved project schedule. |

Draft detail design report for discussion

- | | |
|------------------|--|
| • Major Projects | In terms of the approved project schedule. |
| • Minor Projects | In terms of the approved project schedule. |

Tender documents:

- | | |
|--|--|
| • Major Projects (Draft): | In terms of the approved project schedule. |
| • Minor Projects (Draft): | In terms of the approved project schedule. |
| • Revised Tender document post SCMBSC: | 10 calendar days after SCMBSC meeting |
| • Tender evaluation report of the received bids on City premises | 3 calendar weeks after the conclusion of evaluation |
| • Close out report and as-built drawings: | 6 calendar weeks after project completion |
| • Final Approval Certificate: | 1 calendar day after end of defects liability period |

All project deliverables and programs shall adhere to the time frames above. Any delays, such as delays caused by late receipt of Environmental Authorisations, Water Use Licences, wayleaves need to be communicated with the Employer's project manager and extension of timeframes for all deliverables needs to be properly motivated and agreed upon.

Project deliverable programs need to be updated not less than every six weeks if any of these timeframes are not adhered too or agreed upon penalties are applicable as noted in Clause 3.12.1.

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

Once deliverable dates are agreed upon, such dates will be binding. Failure to supply the required deliverables will result in fees for those deliverables not be paid and penalties being applied

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

The project is the **TERM TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: ROADS PLANNING, DESIGN AND MANAGEMENT CONSTRUCTION IMPLEMENTATION FROM DATE OF COMMENCEMENT FOR A PERIOD OF 8 YEARS (96 MONTHS)**

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

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

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

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

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

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

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

Add the following definition:

Intellectual Property

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

Clause 3

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

Add the following after clause 3.1

Clause 3.2

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

Clause 3.2

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

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is the **DIRECTOR: TRANSPORT PLANNING AND NETWORK MANAGEMENT, URBAN MOBILITY DIRECTORATE.**

The address for receipt of communications is:

Telephone:

E-mail:

Postal Address:

Physical Address:

TOWN

Clause 3.4.1:

Add the following to the first sentence:

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

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

Clause 3.5:

Add the following:

The location for the performance of the Project will be the **LOCAL OFFICE** of the service provider which must be located within the City of Cape Town municipal area. Key personnel will be expected to work out of the local office as the exigencies of this contract require. The address of the local office will be that as indicated on Part C1.2 Contract Data, Information Supplied by the Tenderer and which will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission.

In an instance where the tendering entity does not have a local office at the time of tender closing, this shall be clearly stated on Part C1.2 Contract Data, Information Supplied by the Tenderer and an alternative address shall be furnished. The service provider is to note that upon successful conclusion of a contract with the employer, a local office (as defined above) must be established within two (2) calendar months of the contract start date.

Clause 3.9.1:

Add the following after f):

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

Clause 3.9.2:

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

Add the following at the end of the clause:

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

Clause 3.9.3:

Delete the clause and replace with the following:

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

Clause 3.9.2:

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

Clause 3.9.3:

Add the following:

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

Clause 3.12

Delete the heading and replace with "Penalties and fines"

Clause 3.12.1

Add the following:

In terms of Clause 5(6) of the National Treasury Notice 317 of 2019, all contracts with a consultant must include a penalty clause for poor performance or late delivery of project deliverables.

The penalty amount per day for late deliverables, as defined in Clause 1 of the Contract Data is as follows:
R5 000

The maximum penalty amount per later deliverable is as follows:
R100 000

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 (Western Cape) Consumer Price Index for the **CPI for services** published by Statistics South Africa.

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

Add the following clause after clause 3.16

3.17.1 General

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

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

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

3.17.2 Variations in Rates of Exchange

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

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

3.17.3 Variations in Customs Surcharge and Customs Duty

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

3.17.4 Value of Imported resources at Base Date

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

3.17.5 Variation in labour and material costs of imported resources

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

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

Clause 4.7:

Add the following:

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

Clause 5.4.1:

Add the following:

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

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

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

Clause 5.4.2

Add the following:

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

Add the following clause after Clause 5.4.2:

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

Clause 5.5:

Add the following:

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

- a) Replacing any of the key personnel listed at the time of tender.

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

Clause 6.4:

Add the following clause after Clause 6.3:

6.4 Conflict of interest

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

Clause 7.1.2

Add the following:

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

Clause 7.2.1:

Add the following:

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

Clause 8.1:

Add the following:

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

Clause 8.4.1:

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

- a) if the Service Provider has failed to provide the required insurances within the prescribed time;
- b) if the Service Provider has committed a corrupt or fraudulent act during the tender process or the execution of the Contract;
- c) if the Service Provider has benefitted from an official or other role player committing any corrupt or fraudulent act during the tender process or in the execution of the Contract;
- d) if a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its SCM Policy; or
- e) The implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
 - 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 or any other agreed statutory arbitration/ adjudicators' guild or association**.

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 from the **President's List of the South African Institution of Civil Engineering or any other agreed statutory arbitration/ adjudicators' guild or association**.

Clause 13.1:

Add the following clause after Clause 13.1.3:

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

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

Clause 13.4:

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

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

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

Clause 13.7.3:

Add the following clause after Clause 13.7.2:

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

Clause 14.5:

Add the following new clause after Clauses 14.4:

Clause 14.5: Tax Invoices

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

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

Clause 14.6: More frequent payments

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

Clause 15:

Add the following:

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

Clause 16:

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

Clause 16.1:

Protection of personal information

- 16.1 The Supplier acknowledges that, for the purposes of this 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 Purchaser is responsible in terms of Protection of Personal Information Act ("POPIA"). Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.
- 16.2 The Supplier agrees that they will at all times comply with POPIA and Purchaser'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 Supplier 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 supplier agrees that it shall notify the Purchaser 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 Supplier 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 Purchaser.
- 16.6 The Supplier hereby indemnifies and holds the Purchaser harmless against all claims, losses, damages

and costs of whatsoever nature suffered by the Purchaser arising from or in relation to the Supplier's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

Clause 17. Review Clause

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

Part 2: Data provided by the Service Provider

Part 2: Data provided by the Service Provider

The Service Provider is: Naidu Consulting (Pty) Ltd

Postal Address: [REDACTED]

Physical Address: [REDACTED]

Telephone: [REDACTED]

Facsimile: [REDACTED]

Email: [REDACTED]

The authorised and designated representative of the Service Provider is:

Name: [REDACTED]

The address for receipt of communication is:

Address: [REDACTED]

Telephone: [REDACTED]

Facsimile: [REDACTED]

Email: [REDACTED]

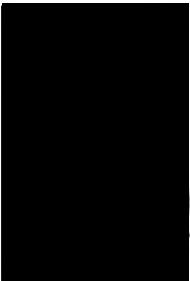
[REDACTED]

SIGNED ON BEHALF OF TENDERER: [REDACTED]

Contract
Part C1: Agreements and Contract Data
Reference No. 318C/2021/22

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C1.2
Contract Data



C1.3 Occupational Health and Safety Agreement

CITY OF CAPE TOWN

URBAN MOBILITY DIRECTORATE: TRANSPORT PLANNING & NETWORK MANAGEMENT

CONTRACT NO. 318C/2021/22

TERM TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: ROADS PLANNING, DESIGN AND MANAGEMENT CONSTRUCTION IMPLEMENTATION FROM DATE OF COMMENCEMENT FOR A PERIOD OF 8 YEARS (96 MONTHS)

C1.3 Occupational Health and Safety Agreement

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

Naidu Consulting (Pty) Ltd
(Service Provider/Mandatory/Company/CC Name)

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

I, Naidu Consulting (Pty) Ltd, representing

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

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

COID ACT Registration Number: [REDACTED]

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

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

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

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

Signed at [REDACTED] on the 03 day of June, 2022

Witness

Signed at [REDACTED] on the 01 day of FEB, 2024

Witness

Mandatory

for and
City of

Contract
Part C1: Agreements and Contract Data
Reference No. 318C/2021/22

94

C1.3
Health and Safety Agreement

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.: 318C/2021/22

CONTRACT TITLE: TERM TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: ROADS PLANNING, DESIGN AND MANAGEMENT CONSTRUCTION IMPLEMENTATION FROM DATE OF COMMENCEMENT FOR A PERIOD OF 8 YEARS (96 MONTHS)

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: _____

C1.5 Works Project Acceptance / Refusal Notice

This form must be returned to the offices of the Employer's agent by no later than the closing date and time for receipt of Works Project Acceptance / Refusal Notices stated in the Works Project contract document.

I/We herewith

Accept

☐

Refuse

☐

Tick applicable box

the opportunity afforded to me/us by the City of Cape Town to participate in the work allocation process as set out in the Work Allocation Procedures for the work specified in the Works Order contract document.

I/We accept that no service provider will be allocated work unless the service provider has demonstrated to the satisfaction of the Employer that he has the resources required for this Works Order.

I/We agree to the period for performance specified in the Scope of Work.

Declaration (to be completed by a service provider who accepts):

With reference to condition 8 in Section 2 in Schedule 23 Preferencing Schedule in Part 2.2 Returnable Schedules in the framework contract document, I/we declare that I/we **DO** ☐ / **DO NOT** ☐ (tick one box as applicable) intend sub-contracting more than 25% of the value of the Works Order contract to sub-contractors that do not qualify for at least the points that I/we as prime contractor qualified for in my/our framework contract.

SERVICE PROVIDER'S NAME

AUTHORISED CONTACT PERSON (NAME).....

SIGNATURE.....

DATE.....

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 Schedule of Rates 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 Schedule of Rates, 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.
Lump 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.
Hour	The agreed rate per hour of work
Month	the agree rate per calendar month
Prov Sum	A sum allowed for an unknown cost at tender stage
%	Measured as a percentage of the provisional sum or prime sum cost
Number (No)	the rate per number of a specific item, measured for each item complete
3. A rate, sum, and/or price as applicable, is to be entered against each item in the Schedule of Rates. **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 Schedule of Rates 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 Schedule of Rates, 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 Schedule of Rates. 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 Schedule of Rates in Section 1 PLANNING, STUDIES, INVESTIGATIONS AND ASSESSMENTS. 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. Where one person is fulfilling the role of two Key Personnel positions (e.g. Project leader and Pavement & materials Engineer), then only one Key Personnel time related item may be claimed for attending meetings. If the tendered rates for the two Key Personnel positions differ, but one person is fulfilling both roles, the time spent at meetings will be claimed 50/50 between the two positions and not 100% at the higher of the tendered rates.
9. The use of the other specialists that have been tendered shall only be as and when requested by the Employer or agreed upon in advance when specialist design is required. Basic typical designs that can be carried out by category C and D staff on a day to day basis will not require the input from a specialist.

10. Provision for time-based services have been allowed for Normal Services Stages 1,2,3,4 and 6. A time-cost proposal for each works order shall be agreed upon with the relevant project manager. This proposed cost shall not be exceeded without written motivation to and approval from the relevant project manager. The actual hours worked on each works order shall be claimed. If the hours worked end up being less than the time-cost proposal, the service provider shall not be entitled to claim the full amount in the proposal.
11. The monthly time based costs for stage 5 of normal services (item 2.2) and construction monitoring staff (item 3.1) and any other monthly rates shall be claimable monthly or pro rata for a portion of a month. The pro rata daily cost shall be calculated by multiplying the monthly rate by 12 (months in a year) and then dividing by 365 (days in a year). The pro rata number of days shall be calculated as calendar days. .
12. Tenderers are to note that only those recoverable expenses listed in the Schedule of Rates 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.
13. 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.
14. 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.
15. The per kilometer rate for the reimbursement of travel expenses shall be limited to the City of Cape Town's ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time.
16. Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or in full should the services, etc. not be required. Where services are to be sub-contracted out by the Service Provider, which do not exceed R300 000,00 (including VAT) in value, the Service Provider will typically be required to invite at least three quotations from suitably qualified sub-consultants/contractors. Where the sub-contracted services are likely to exceed R300 000,00 (including VAT) in value, the Service Provider shall follow an open tender process of their own in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemized in the Schedule of Rates.
17. Tenderers are to note that the planning for this contract is based on a three-year rolling budget cycle 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.
18. 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.
19. The tendered rates tendered shall be applicable to any region, regardless of preference.

Part C3: Scope of Work

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C3.1 Scope of Work

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1. INTRODUCTION

This contract provides services to a number of Departments within the Urban Mobility Directorate of the City of Cape Town. The scope includes:

- Traffic and Transportation Engineering,
- Transport Infrastructure or network reviews (reviews of historic road schemes),
- Transport Network Planning and Development
- All stages or specified stages of Normal Service in terms of ECSA guidelines (Stages 1 to 6)
- Additional services, such as, but not limited to, Occupational Health and Safety services (construction regs 2014), Environment and heritage assessment services, Construction monitoring, service investigations etc across all stages of the project life cycle.

The City of Cape Town has numerous road infrastructure projects at various stages of planning, some new, some historical and in need of review and update, some as part of the Congestion Alleviation Programme, some ad hoc road network expansions / improvements as well as safety projects (i.e. Level Crossing Elimination Schemes, Transport Safety Management (TSM), Safety Audits etc.). The scope may also exist for use of this contract by other City Departments as approved for use by the Urban Mobility Directorate.

Professional Service Providers are required to provide transport and civil engineering expertise necessary to increase the Employer's capacity, 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 engineering firms for **TENDER NO. 318C/2021/22 : TERM TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: ROADS PLANNING, DESIGN AND MANAGEMENT CONSTRUCTION IMPLEMENTATION FROM DATE OF COMMENCEMENT FOR A PERIOD OF 8 YEARS (96 MONTHS)**, which will be evaluated using a financial offer and preferences based system as described in the Tender Data.

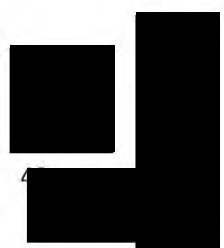
2. BACKGROUND

The Employer undertakes a broad range of transport engineering and infrastructure projects across the municipal area of the City of Cape Town. The municipal area is divided into four geographical regions and it is the intention of the Employer to appoint a service provider to assist it with these functions in each of these regions (see **Appendix C4.1** for map showing boundaries of geographical regions).

3. EMPLOYER'S OBJECTIVE

Under Tender No. **36C/2020/21**, the Employer's objective is to increase its capacity to undertake various transport infrastructure projects, from any stage of the project life cycle, to any stage across the City of Cape Town by the Urban Mobility Directorate. Appropriate professional support is therefore sought through this tender to undertake future planned projects (**as far as the annual budget provisions may allow**) such as, but not limited to:-

- Review of the Foreshore Freeway Scheme to revised Preliminary Design Report. (The implementation stages, i.e. Detailed Design through to Construction will be via another open tender).
- Jan Smuts Drive dualling (N2 to Viking Way and Forest Drive to Prestige Drive)
- M3 Corridor Upgrades (Constantia Road and N2)
- Saxdowns Road Extension (Van Riebeeck Road to Stellenbosch Arterial)
- Royal Road dualling (Vlei Road to Prince George Drive) and Vlei / Henley Road traffic circle
- Turfhall Road (M24) dualling (with IRT priority lanes) from Belgravia Road to Jakes Gerwel Drive
- Viking Way dualling (Jan Smuts Drive to Jakes Gerwel Drive)
- R300 Southern Extension to Prince George Drive (M5)
- Various Public Transport Priority Projects
 - N2 widening between Hospital Bend and Jan Smuts Drive
 - Main Road between Tennant Street to N2 Freeway
 - Klipfontein Road (Main Road, Mowbray to Calendula)
 - Various public transport queue jump through intersection projects



4. DESCRIPTION OF THE ENGINEERING SERVICES REQUIRED

In certain instances, the provision of **all services** described in Chapter 3 of BOARD NOTICE 138 OF 2015: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000), published in Government Gazette No. 39480, 4 December 2015, as amended or amplified upon in the project brief below, will be required.

The services required under this tender will vary from fairly small ad-hoc investigations and traffic studies into complex transport problems to major infrastructure projects which will include the full Scope of Services through the project life cycle.

Assist the Project Manager / Client Representative in preparing for the City's Corporate Project Portfolio Management (CPPM) monthly progress reporting and Corporate and Directorate Level Stage Gate Reviews. A copy of the City of Cape Town, Project Portfolio Management, Gate Review Guide (April 2019) will be made available to tenderers by the Client Agent upon request. (Refer to C 1.4.)

Remuneration for such services will be made in accordance with the hourly rates (Part C2.2 Schedule of Rates).

4.1 Planning, Studies, Investigations and Assessments

These typical services relate to carrying out studies and investigations as well as the preparation and submission of reports embodying preliminary proposals or initial feasibility studies.

Typical projects include, (but not limited to):

- 4.1.1 Road Network Planning: Local, Regional or the City wide.
- 4.1.2 Route Alignment: Investigate and evaluate alternative options and select preferred option.
- 4.1.3 Review of Historic Road Schemes.
- 4.1.4 Alternative transport solutions: Investigate / evaluate alternative options.
- 4.1.5 Cost estimates
- 4.1.6 Social / Economic Evaluation - Benefit/Cost evaluation of alternatives.
- 4.1.7 Traffic counts and analysis.
- 4.1.8 Micro and macro modelling.
- 4.1.9 Local road / intersection upgrades.
- 4.1.10 Road markings and signage.
- 4.1.11 Conceptual road designs.
- 4.1.12 GIS mapping.

4.2 Normal Services

Normal services are described in Clauses 3.2.1 to 3.2.6 (inclusive) of the aforementioned Guideline. The service provider will be required to provide a detailed cost proposal during the inception stage as described below. The costs for the inception stage will be based on actual hours at the applicable tendered rates, which shall be backed up by approved time sheets.

The costs for the remaining stages of normal services shall be proposed on a stage by stage basis in the inception report and shall give a detailed breakdown of the personnel and estimated hours for each person at the applicable tendered rates. This cost proposal for stages 2,3 4 and 6 or any stages as applicable to the works order, shall not be exceeded without written motivation to and approval from the relevant project manager. Only the actual hours booked, as backed up by approved timesheets, shall be claimable. If the full amount of hours in the proposal are not utilised, the service provider shall not be entitled to claim those hours not utilized.

4.2.1 Stage 1 – Inception

The Service Provider shall provide those services, as necessary, as described in the relevant section of, Board Notice 138 of 2015: Guideline Scope of Services and Tariff of Fees, as are necessary to establish the Employers requirements and preferences, assess user needs and options and confirm the project brief moving forward.

The project brief/scope of works will be communicated by the Employer's project manager through the Framework contract manager to the Service Provider allocated to the relevant district.

This stage shall involve project start up meetings and site inspections during which the following will be defined for each project:

- Project Management Team (PMT) with representatives from the Employer (including head office and/or district staff) and the Service Provider's tendered Key Personnel and any other personnel as required by the Service Provider,;
- Individual PMT member roles and responsibilities and lines of communication,;
- Exact limits of project road sections or scope of investigations;
- Extent of investigation required, specifically specialist investigations, including, but not limited to, the frequency of test pits and trenches, the number, position and duration of traffic counting stations, survey requirements and visual assessment requirements, services investigations, any geometric improvement/upgrade requirements and stormwater requirements; geotechnical requirements
- Wayleave requirements;
- Sub-consultant requirements;
- Identification of interested and affected parties, both internal and external;
- Preliminary risk assessment for planning, design and construction phases;
- Reporting requirements;
- Lines of communication;
- Program of deliverables for the remaining stages;
- Preliminary high level assessment of the type of work required and high level estimate of construction costs;
- Assist the Client Representative with the Scoping Stage Gate Review. Identifying and recording the Strategic Case, Social / Economic Case, Procurement Case, Commercial and Regulatory Case, Financial Case, Project Management Case, Technical / Engineering Case and assisting with the drafting of the Project Execution Plan.
- Detailed cost proposal based on hours and tendered rates for the provision of professional services on a stage by stage basis of normal services for the project/works order in question.

All the above information, as well as any further requirement from the Employer or recommendations from the Service Provider as agreed in the meeting, shall be recorded by the service provider in the inception report for each project and in the minutes (also compiled by service provider) for each meeting held.

Once the inception report and minutes have been approved and agreed on, they will become a reference document regarding any future discussions of scope of works and terms of reference for each construction project.

Any further changes to the agreed scope of works will be recorded and added to the minutes for record purposes. Any changes in program due to changes of scope must be agreed upon and kept on record.

The deliverables for Stage 1 are:

- attendance at start-up meeting by the Project Leader and other identified specialists as required;
- attendance at site inspections (if required) by of the Project Leader and other identified specialists as required;
- minutes of meetings held;
- Inception report including all the details agreed to above, locality plan, minutes for both start-up meeting and site inspection and project deliverables program.

Payment for Stage 1 of the Normal Services will not be made until all the deliverables have been completed. Costs for stage 1 will be reimbursed at the tendered hourly rates for the actual hours booked by personnel who worked on stage one and attended the meetings as backed up by approved timesheets.

4.2.2 Stage 2: Concept and Viability (Preliminary Design):

Additional tasks included in (but not limited to) the Concept and Viability stage:

- a) Provide the Employer with a detailed project programme and cash-flow forecast.
- b) Monthly report to Employer on programme and progress in relation to tasks and cash-flow.
- c) Provide the secretariat for Project Management Team (PMT) meetings, including minutes of meetings.
- d) Liaise, co-operate and provide necessary information to the PMT.
- e) Assist with stakeholder engagement and public participation.
- f) Advise the Employer regarding further surveys, analyses, tests and investigations which may be required that were identified after inception stage
- g) Establish regulatory authorities' requirements and technical standards and incorporate into the design. This must include environmental assessments and authorizations (including public participation processes if required), heritage impact assessments and authorizations (including public participation processes if required) and Water Use Licence Applications (WULA) and authorizations.
- h) Establish access, services and connections required for the design, including way-leaves and liaison in terms of design and construction requirements from all service departments and authorities.
- i) Carry out detailed services investigations including non-destructive testing such as Ground penetrating Radar and cable detection as well as test pits and trenches to determine the position and level of existing services
- j) Preparation of property acquisition diagrams for submission to City's Property management department and ultimately the Surveyor General's office
- k) Refine and assess the Concept Design to ensure conformance with all regulatory requirements and consents.
- l) Coordinate design interfaces with other authorities, departments and consultants involved.
- m) Provide cost estimates and comment on life cycle costs as required.
- n) Submit Preliminary Design plans/report for approval by the PMT and Employer.
- o) Obtain input/comments from the PMT and other internal (other directorates/departments, sub-councils etc) and external stakeholders and update the Draft Preliminary Design report to Final status.
- p) Assist the Client Representative with the Feasibility Stage Gate (if required) and Conceptual Design Stage Gate Review and final Project Screening (project readiness), confirming the Strategic Case, Social / Economic Case, Procurement Case, Commercial and Regulatory Case, Financial Case, Project Management Case, Technical / Engineering Case.

The deliverables for Stage 2 are:

Draft Detailed Evaluation and Preliminary Design Report containing all investigation data as specified, including all relevant recommendations and concept plans

- Regulatory authorizations/Approvals (environmental/Heritage/WULA etc)
- Attendance at design discussion meetings of project leader and other specialists;
- Presentation of the preliminary design report and recommendations to the City officials on the PMT;
- Minutes of design discussion meetings;
- Final Detailed Evaluation and Preliminary Design Report;
- Preliminary design drawings;
- Attendance at stage gate review meetings of project leader as and when required.

Payment for Stage 2 of the Normal Services will be made based on the cost proposal and actual costs incurred as back up by approved time sheets. Work-in-progress payments will be made monthly provided evidence of work completed to date of invoice can be produced.

4.2.3 Stage 3: Design Development (Detail Design):

Additional tasks included in (but not limited to) the Design Development stage:

- a) Provide the Employer with updated programme and cash-flow.
- b) Monthly report to Employer on programme and progress in relation to tasks and cash-flow.
- c) Continue with PMT meetings and secretariat responsibilities.
- d) Assist with stakeholder engagement and public participation.
- e) Incorporate Employer's and authorities' detailed requirements into the design.
- f) Incorporate other consultants' designs and requirements into the design.
- g) Prepare design development drawings including technical details and specifications.

- h) Review and evaluate design and outline specification and exercise cost control.
- i) Prepare detailed estimates of construction cost.
- j) Obtain the Employer's approval of design drawings and report.

The design component of each project under this appointment will include the review and finalisation of all the preliminary design aspects, such as but not limited to pavement design, geometric design, design of storm water and utility services alterations, structures, and design of construction traffic accommodation.

The Service Provider shall be responsible for all further required utility service enquiries, wayleave applications and obtaining the necessary authority or permission from the relevant utility service authorities to carry out all work in terms of this project. All applications in this respect must be carried out timeously. All wayleave conditions must be incorporated into the detail design. Any existing services will require thorough investigation to ensure that there is no conflict with proposed work and the designs should take into account any special construction methods or protection required to accommodate the services during construction. Services may require rehabilitation or replacement in conjunction with the road works. The Service Provider will be responsible to investigate, plan and manage this work in conjunction with the relevant authorities. If the authority executes the design and construction of such work, the cost thereof will not be added to the contract amount on which the basic fee is based.

Details of proposed new or changes in road geometry, pavement and materials designs, as well as, stormwater, services and other infrastructure where required, must be submitted to the Employer for approval. Detail designs must include geometric and setting out details, long sections and cross sections, existing services plans, traffic accommodation plans and other standard City details as required. This is considered to be covered in the tendered rate for this stage. Typical cross sections showing pavement structure, proposed contours at intersections and tie-ins, proposed and existing services, signage, lane marking and traffic accommodation must also be included. All existing lane marking must be critically analysed during this stage and where possible or necessary, improved road marking layouts must be designed. Chapter nineteen (19) of the Urban Mobility Directorate's "Standards and Guidelines for Roads & Stormwater" document shall be consulted for the relevant drawing standards in this regard.

Coordinates must be in the WGS84 system and clearly noted at the top of coordinate lists. The letter "WGS84" must also prominently be displayed in bold 10mm letters in the top right hand corner of the drawings if a coordinated grid forms part of such drawing.

Traffic accommodation plans, where appropriate and public notices pertaining to traffic accommodation, must be submitted to the Employer for approval at least 1 week prior to the relevant event.

For each project, a draft specification and bill of quantities shall be prepared using either COLTO or the new COTO format for major contracts/tenders or as per the requirements of the active term tenders for Minor Contracts. Each bill of quantities shall be supplemented with spreadsheet or quantity file that shows the detailed quantity calculations for each item in the bill of quantities. The General Conditions of Contract shall be the General Conditions of Contract for Construction Works, 3rd Edition 2015, published by the South African Institution of Civil Engineering. The Service Provider shall liaise with the Employer during the preparation of the draft contract document to determine any other specific requirements that the Employer may have in this regard.

A set of draft tender drawings and a draft tender specification and bill of quantities shall be submitted to the Employer's project manager for comment prior to finalising all documentation and going out to tender. All drafts must be thoroughly checked by the Service Provider's project leader prior to submission. The tender document shall be submitted to the Employer for checking at least two weeks prior to the Bid Specification Meeting.

The Service Provider shall prepare detailed estimates of construction costs and submit such to the Employer.

The deliverables for Stage 3 are:

Major Contracts

- Draft tender specifications, schedule of quantities and draft tender drawings
- File or spreadsheet with all detailed quantity calculations for all items in schedule of quantities
- Final cost estimate
- Detail tender and construction drawings

Minor Contracts

- Draft Schedule of quantities on the Framework Contracts Spreadsheets
- File or spreadsheet with all detailed quantity calculations for all items in schedule of quantities
- Final Cost estimate

- Detailed construction drawings

Payment for Stage 3 of the Normal Services will be made based on the cost proposal and actual costs incurred as back up by approved time sheets. Work-in-progress payment will be made monthly, provided evidence of work completed to date of invoice can be produced.

4.2.4 Stage 4: Documentation and Procurement:

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

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

For minor contracts, the construction contract document and schedule of quantities shall be prepared in accordance with the active term tenders. This includes a minimum of:

- inserting quantities on an already prepared schedule of rates containing the accepted rates of various contractors,
- preparing a Summary and Contract Price calculation page for various contractors,
- preparing Forms of Offer for various contractors
- Preparing the Volume 7 Works Project Documents containing the individual information for each contractor as well as the project description and contract data for the project.

All of the above for minor contracts, except the inserting of quantities and the preparation of the works description and site information for Volume 7, has been automated to a certain extent and the spreadsheets and pro-forma documents will be provided to the Service Provider.

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

Specifications shall include, inter alia, a site specific Health and Safety Specification, and a Construction Environmental Management Plan. Pro forma specifications exist for both Major and Minor Contracts and these will have to be modified to suit each project.

The Service Provider should note that it is the Employer's preference that all payment items for major contracts 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 R300 000 (incl. VAT) be included in the Bills of Quantities, the Service Provider will be expected to follow an open competitive process in respect of these items, on behalf of the contractor. This will include the preparation of a tender document, advertising and receiving tenders, and evaluating same on behalf of the contractor, at no extra cost to the Employer.

It is furthermore noted that the creation of employment within the communities adjacent to the sites 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 and will need to carry out an evaluation for realistic labour and SMME targets to include in all tender documents.

Major Contracts Tender Procedures

For Major Contracts, the Service Provider, represented by the Project Leader and the Pavement and Materials Engineer, shall attend a Supply Chain Management Bid Specification Committee (SCMBSC) meeting prior to the finalisation of the contract document and the advertising of tenders. All comments of the committee shall be incorporated into the final contract documents. A draft contract document shall be submitted to the Employer for scrutiny and comment at least one week prior to the Bid Specification Committee meeting taking place.

The typical procedure after submission of first draft document until the tender is able to be advertised is as follows:

- Meeting with Employer's project manager to review the draft technical specifications and Bill of quantities
- SCMBSC meeting to review draft document
- Service Provider to make changes to draft as per SCMBSC meeting
- The final Draft with amendments as per SCMBSC will be forwarded to the Employer for approval by the Director to go to tender
- Only once Director approval has been obtained, will a tender number, advert dates, tender closing dates and tender box number be issued by Supply Chain Management
- Service Provider to finalise document by incorporating tender number, advert dates, closing dates and tender box number and send to Employer electronically for final review
- Final approved documents, typically 20 to 30 documents, to be printed and submitted to the Civic Centre's 2nd floor, the day before the tender is advertised.

The length of this process varies but, director approval is required by no later than 12pm on the Wednesday, ten (10) days prior to the advert date, which will be a Friday. The process typically therefore takes two to three weeks between SCMBSC and tender advertisement. **It is therefore imperative that the Service Provider take no more than two working days to make the changes specified at SCMBSC and submit the document for tender approval.**

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

The Service Provider shall, during the tender period, attend and preside over a tender clarification meeting which will present all the important tender and contractual requirements, scope of works and any important amended specifications and respond to all queries received during this period. Any Notices or amendments that are required during the tender period shall be drawn up by the Service Provider and submitted to the Employer's project manager electronically so that the Notice/amendment can be sent out by SCM. **No notices shall be sent out directly by the Service Provider.**

The procedure once the tender has closed is as follows:

- Tender documents go to SCM for compliance checking (this can take one to two weeks)
- The Service Provider will be notified to collect the documents
- The Service Provider will evaluate all valid tenders in accordance with the tender conditions and shall prepare a **curtailed evaluation report** as described further below.
- Should any correspondence be required for clarification, the Service Provider shall prepare the draft correspondence and submit it to the Employer's project manager. All correspondence to tenderers during the tender evaluation phase must be agreed on in a Bid Evaluation Committee meeting and must be sent out by SCM. **No correspondence or request for information or clarification shall be sent to any tenderer directly by the Service Provider.**
- The Service Provider, represented by at least one of either the Project Leader, Pavement and Materials Engineer or the Contract Engineer shall form part of the Supply Chain Management Bid Evaluation Committee (SCMBEC) and shall attend the SCMBEC meetings.
- It is often required that more than one SCMBEC meeting be held.
- The SCMBEC will finalise a Report to the Bid Adjudication Committee (BAC) for final award. The Service Provider is not required to attend the BAC meeting
- The 21-day appeal period will commence from the date of the letter issued to the successful tenderer after the BAC resolution has been published.
- If there are no appeals the contract will be awarded after the 21-day appeal period.

The curtailed tender evaluation report should not include any determinations of responsiveness or recommendations for award. It should only carry out an analysis of the completeness of all tenders, analysis of rates for sensitivity and imbalancing, check for arithmetical errors and provide guidance of possible clarification that may be required. Where key staff is specified in the construction tender document, the Service provider shall compile a spreadsheet of the key staff and summary of the projects or other requirements for key staff for every tender submitted.

The time between tender advert and the final award after the 21-day appeal period is typically three to five months if there are no appeals.

An appeal can further delay the award by a number of months, or result in the tender being withdrawn. It is therefore critically important that the Service Provider ensures that the contract documents are meticulously reviewed, accurate, unambiguous and that any special requirements in the document are feasible and attainable. **If a tender is withdrawn and needs to be re-advertised due to an error that is attributable to the Service Provider, the Service Provider will carry out Stage 4 of the Normal**

Services for the retender at no charge to the Employer and any outstanding fees for this stage will only be paid on the successful completion of the retender. If a tender is withdrawn and not re-advertised due to an error that is attributable to the Service Provider, the Fees for Stage 4, including the printing of the documents will not be paid to the Services Provider as the Employer has received no benefit from these services.

The Service Providers fee for Stage four of Normal Services for Major Contracts shall be sufficient to cover the costs of attending one document review meeting with the Employer's project manager, One SCMBSC meeting and up to three SCMBEC meetings. Any further SCMBEC meetings required will be covered under Item 1: Time Based Costs.

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

Minor Contracts Tender Procedures

Once the draft Volume 7 documents, bills of quantities and summary sheets have been prepared as described above the following procedures shall be followed:

- Draft documents shall be sent to the Employer to provide a Project number
- The Service Provider shall update the documents to include the tender number
- The Service Provider shall send the documents to each of the contractors on the panel and shall be invited to a compulsory Tender Clarification Meeting, which shall be held as close to five working days after the invitation as practically possible. Note that each contractor shall only be sent their own specific document individually, do not send a mass email with all documents to all the contractors
- The Service Provider shall preside over the Tender Clarification Meeting and circulate an attendance register
- The tenders will be submitted to the Service Provider at their office. The closing date shall be five working days after the tender clarification meeting
- The Service Provider shall evaluate in accordance with the tender rules and forward the successful tenderers documents to the Employer
- The employer will issue a Purchase Order
- Compiling the Volume 7 Works Project Document and signing of the document
- Works can only commence once the Purchase Order has been issued.

The entire process from invitation to the clarification meeting to the issuing of the Purchase Order typically should take four to six weeks.

The deliverables for Stage 4 are:

Major contracts:

- Draft tender document
- Attendance at review meeting with Employer's project manager
- Attendance at SCMBSC meeting
- Final Tender Document and printed documents, CD with drawings and electronic bill of quantities if required
- Attending, presenting at and presiding over the Tender Clarification Meeting
- Tender clarification meeting minutes and draft Notice to Tenderers
- Tender evaluation report
- Attending SCMBEC meetings
- Populating the draft report to BAC
- Final signed contract document

Minor Contracts:

- Draft tender document – Volume 7 and bills of quantities
- Final Tender Documents
- Attending and presiding over the Works Project Meeting and attendance register
- Tender evaluation
- Final signed contract document – Volume 7 including printed bill of quantities

Full payment for Stage 4 of the Normal Services will be made based on the cost proposal and actual costs incurred as back up by approved time sheets. The project Leader and one other relevant staff member will be allowed to attend Bid committee meetings in terms of time and cost booking. Time for attending meetings of any additional staff from the service provider shall not be claimable. Work-in-progress payment will be made monthly, provided evidence of work completed to date of invoice can be produced.

4.2.5 Stage 5 – Contract Administration and Inspection

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

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

The Service Provider shall fulfil the role of the Employer's Agent as described in SAICE GCC 2015 for all construction contracts and shall also, in particular, ensure that all payment certificates, preferential procurement and labour returns, and contract participation expenditure reports are timeously submitted. Monitoring of program and progress, budget and expenditure is of paramount importance, especially on Minor Contracts where there is an upper limit to the contract value which cannot under any circumstances be exceeded.

Deliverables for stage 5 are not fixed but will include amongst other things:

Major Contracts

- Minutes of site hand over meetings and monthly site meetings and technical meetings
- Submitting approved monthly payment certificates and labour reports on time
- Submitting updated cash flows
- Compiling Variation Orders in terms of the applicable GCC where required
- Adjudication of claims in terms of the applicable GCC where required
- Practical Completion Certificates
- Compilation of snag lists
- Completion Certificates
- Final payment certificate

Minor Contracts

- Submitting approved monthly payment certificates and labour reports on time
- Compiling Variation Orders in terms of the applicable GCC where required
- Adjudication of claims in terms of the applicable GCC where required
- Practical Completion Certificates
- Compilation of snag lists
- Completion Certificates

The tendered rate for Stage 5 shall be per month or pro rated for parts of a month. Pro rata daily costs shall be calculated by multiplying the monthly cost by 12 (months in a year) and then dividing by 365 (days per year). The pro rata monthly days shall be measured as calendar days. Measurement for the time will start on the commencement date of the contract and will be paid until the date stipulated on the Certificate of Completion. The tendered rate shall cover all of the Service provider's time, overheads, printing, and other incidental costs incurred by the Employer's Agent and any support or administrative staff in carrying out the duties required in stage 5 of a project.

4.2.6 Stage 6 – Close-Out

The Service Provider shall complete the project close-out as described in the guideline scope of services, including monitoring over the defects liability period and issuing of final snag lists and approval certificates.

As-built plans and drawings shall be submitted to the Employer in electronic format (preferably .dwg, otherwise .dxf, and also in PDF format) 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.

4.2.7 General Contract Deliverable:

A final deliverable on this contract is a contract close out report encompassing the entire appointment. This report must be delivered to the framework contract manager before the contract expires at the end of the 96 months. This report must include the following:

- 1) General information for this appointment:
 - a) Appointment date
 - b) Contract expiry date
 - c) Total number of purchase orders
 - d) Total fees claimed on the framework appointment

- 2) General information for each Purchase Order/project:
 - a) Project manager
 - b) Purchase order number
 - c) Appointment information (Letter of appointment as an annexure) including the stages of normal services for which the appointment was made
 - d) Project deliverables completed
 - e) If construction was carried out, construction contract details including:
 - i) Contract number
 - ii) Contractor
 - iii) Brief Contract Scope of works
 - iv) Award value
 - v) Final construction value
 - vi) Date of issue of completion certificates
 - vii) End of DLP period
- 3) General lessons learnt on this framework contract for improvements on future framework contracts.

4.3

Additional Services

The following additional services listed below are required. Remuneration for such services will be made in accordance with the relevant items in Part C2.2 Schedule of Rates.

4.3.1 Service Enquiries/Wayleave Applications

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

4.3.2 Preferential Procurement and Targeted Participation

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

- d) the incorporation into the contract documentation of:
 - i) preferential procurement requirements in respect of B-BBEE and, if applicable, local production and content, and
 - ii) targetted participation goals in respect of targeted labour and/or resources.
- e) the monitoring and verification of compliance with (i) and (ii) in (a) above during the construction contract (including the receiving and collation of documentary evidence submitted by the Contractor in this regard).

4.3.3 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.

4.3.4 Construction Monitoring

Construction monitoring is considered to be a vitally important part of this project, requiring the input of experienced individuals (the Engineer's Representatives/Employer's Agent's Representative) on site. The appropriate level of construction monitoring (as per the Guideline Scope of Services document referred to above) must be provided by the Service Provider, as agreed with the Employer for each contract or group of contracts. Level 3 full time construction monitoring staff shall adhere to the contractor's working hours including overtime, weekends and night work and shall be on site until the day's work is completed. In cases where the road is opened daily, the senior Employer's Agent's Representative (EAR) shall be on site until the road is opened and traffic is flowing freely and safely. If for whatever reason the EAR is not able to be on site for more than one day, the Employer must be notified immediately and the EAR must be substituted with someone of the same calibre until his or her return. If the EAR is absent for a day for unforeseen circumstances the Employer must be notified and there must be at least one person on site for the day to monitor the works and report to the Employer's Agent.

Some work may have to take place outside normal working hours including at night and during weekends and on public holidays, in order to maintain traffic flow.

The Service Provider shall, when called upon to do so by the Employer, submit a fully motivated proposal which complies with the additional key personnel requirement for such construction monitoring to the Employer for approval.

The rates tendered for construction monitoring staff in Section 3.1 of the Schedule of Rates shall cover the full cost to company, site allowances, over time, overhead costs, additional mark-up and profit of the specified person. In tendering a rate, cognisance should be taken of the required amount of experience for each position. The tendered rates, will be applicable to all Service Providers' construction monitoring staff.

The proposal shall name the individual(s), provide details of their experience, the anticipated duration of their involvement and the tendered monthly cost in respect thereof. Daily costs for project durations that include a portion of a month will be calculated on 25 working days per month. Construction monitoring staff will be paid over the year end break, if applicable.

Site staff will be paid for monthly or pro rata monthly for the duration of the contract; viz. from the commencement date of the contract, or if site staff is not available from the construction contract commencement date, from the date the site staff start working on the project full time, if it is after the commencement date, until the date of the issuing of the Practical Completion Certificate. Once the Practical Completion Certificate has been issued, the site staff will be reduced to only the senior member of the site staff team (if the team consisted of more than one member) until the Certificate of Completion has been issued. Should there be delays in the award of the contract that are not attributable to the Service Provider, and the service provider can show that the site staff were specifically hired on contract for the project in question and that the relevant staff cannot be utilised elsewhere, the site staff shall be paid for at 75% of tendered rates from the end of the 21-day appeal period until the contract is awarded, officially withdrawn or until the delay is otherwise resolved. No payment for site staff shall be made for delays that are attributable to the Service Provider

As far as the individual(s) proposed are concerned, they shall conform to the requirements outlined in Clause 13: Key Personnel for Site Monitoring Staff.

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

Site staff monitoring Minor Contract works are expected to carry out daily cost reconciliations to keep accurate records of expenditure to ensure that there is no over expenditure on Minor Contracts.

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

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

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 fact that **in terms of the Construction Regulations 2014, Competent Agents must be registered with South African Council for project and Construction Management Professions (SACPCMP) in the appropriate category.**

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

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2014, ensure that any sub-consultants and 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).

Specific rates for the work to be carried out in this regard have been allowed in the schedule of rates. The service provider must provide rates for each of these items. If the work is being subcontracted, the rates must include all mark-up, administration fees and profit.

Any additional services required by Health and safety agents shall be agreed upon beforehand and reimbursement will be made on a time and cost basis at the rates tendered under Section 1 of the Schedule of rates.

Deliverables

The **specific deliverables** required for each project in order to claim for the work done are as follows:

- **Application for Construction Work Permit** from the Department of Labour for projects exceeding R60 million (or as adjusted) as required - full compensation for all work carried out and expenses incurred in this regard will be covered by Item 3.2(a) of the Schedule of Rates
- **Baseline risk assessment** – full compensation for all work carried out and expenses incurred in this regard will be covered by Item 3.2(b) of the Schedule of Rates
- **Site specific health and safety specification** - full compensation for all work carried out and expenses incurred in this regard will be covered by Item 3.2(c) of the Schedule of Rates
- **Approval of health and safety file** - full compensation for all work carried out and expenses incurred in this regard will be covered by Item 3.2(d) of the Schedule of Rates
- **Site health and safety audit reports, including scores** - full compensation for all work carried out and expenses incurred in this regard, including attending monthly site meetings will be covered by Item 3.2(e) of the Schedule of Rates. The tendered rate should cover the costs per audit and must include for attending monthly site meetings.
- **Site close out report** - full compensation for all work carried out and expenses incurred in this regard will be covered by Item 3.2(f) of the Schedule of Rates

All travel expenses to the Site for audits and site meetings will be paid for separately under item 4.5 in the Schedule of Rates

4.3.6 Environmental Impact Assessment:

Assumption of responsibility for completion of requisite environmental process where necessary, in terms of current legislation.

Appointment of sub-consultants to undertake environmental impact assessments

4.3.7 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.

Allowance for work of this nature has been made for by including hourly rates for a Registered Environmental Assessment Practitioner (EAP) and a Registered Candidate EAP as well as environmental work support staff. The EAP's must be registered in their respective positions with the Environmental Assessment Practitioners Association of South Africa.

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

All travel expenses to the site for audits and site meetings will be paid for separately under item 4.5 in the Schedule of Rates.

A detailed cost proposal outlining the required deliverables and the proposed time and cost of the EAP's for environmental works must be submitted for each works order where such work is required. The cost proposal shall be agreed upon and shall not be exceeded without written motivation to, and approval from the relevant project manager. Only the actual hours booked, as backed up by approved timesheets, shall

be claimable. If the full amount of hours in the proposal are not utilised the service provider shall not be entitled to claim those hours not utilized.

4.3.8 Checking work of others

The Service Provider shall, upon request of the Employer, perform detailed inspection, reviewing and checking of designs and drawings prepared by any third party.

4.3.9 Provision of an ad-hoc advisory service

The Service Provider may be called upon to provide an ad-hoc advisory service which may include provision of a professional opinion and assistance, possibly at short notice, and / or to evaluate and/or co-ordinate efforts by other parties as required by the Employer.

4.3.10 Overlapping boundaries

The Service Provider may be called upon by the Employer to undertake tasks that are of a generic nature and are of relevance beyond the boundaries of the regions in respect of which they are appointed but which do not detract from the rights of other service providers to provide a service within the regions in which they are appointed.

4.3.11 Skills Transfer

In terms of Clause 5(5)(d) of the National Treasury Notice 317 of 2019, the employer must ensure the transfer of skill by consultants to the employees of the employer. The tenderer, shall, via on-the-job training or through special sessions be required to transfer a broad range of transport planning and infrastructure engineering related skills which include but are not limited to:

- SIDRA (or equivalent) application and analysis
- Crash data analysis
- Intelligent Transport Systems applications
- Appraisal of Independent and mutually-exclusive projects using economic principles
- Traffic Signal Design
- Traffic Signal timing analysis
- Road safety auditing and appraisal
- Highway Capacity Manual and LOS application
- Speed data analysis
- GIS and Mapping
- Traffic surveys such as queue lengths, traffic counts, O-D surveys, speed measurements, floating car method etc.
- Traffic Flow Analysis
- Traffic Flow Simulation
- Geometric design
- Pavement design
- Tender documentation
- Construction Monitoring services

Any training /skills transfer related service is to be rendered by the tenderer, as directed by the employer, and shall be billed at tendered rates.

4.3.12 Provision of Personal Computer

The Service provider shall, when required by employer provide a personal computer to be used by any of the service provider's personnel seconded to the employer's office. The service provider shall ensure that the personal computer is equipped with the following specification as a minimum:

- Windows 10 (64Bit)
- Intel Core i5 (i7 preferred) or equivalent AMD processor
- 16 GB of RAM
- 250 GB SSD storage (minimum)
- USB A and C ports
- Minimum 7 hours battery runtime per charge if laptop
- Software pre-installed:-
 - Pre-installed with SIDRA intersection 7 or equivalent
 - Pre-installed with AutoCAD LT 2013 or equivalent
 - MS Professional Plus 2016 or equivalent
- 24" LCD/LED monitor if desktop
- 14" LCD/LED if laptop

4.2.13 Laboratory Services

All materials testing during the design and investigation stages of the normal services will be carried out by a SANAS accredited laboratory. The service provider is to obtain rates for the items provided in Section 5 of the Schedule of Rates in this regard. These rates will be applicable, with contract price adjustment as per the contract data, for the duration of the appointment. The Service provider will be responsible for managing the laboratory during the investigation process to ensure that timelines are met.

For quality and acceptance control testing purposes for a construction project, the service provider will have to procure the services of a laboratory through an open tender process for each construction project. Payment item 1.4 will cover all the costs associated with procuring laboratory services for construction projects in terms of the City's Supply Chain policy and will be paid per number of tenders advertised. The tendered rate shall include full compensation for compiling the tender documents as and when required, placing the tender adverts in two Cape Newspapers (one English, one Afrikaans), evaluating the tenders and providing the Employer with an evaluation report and recommendation for award.

5. EXTENT OF THE SERVICES

It is the Employer's intention to appoint the Service Provider(s) for a period of approximately 8 (eight) years (96 months) spanning the Employer's respective 2022/2023, 2023/2024, 2024/2025, 2025/2026, 2026/2027, 2027/2028, 2028/2029, 2029/2030 and 2030/2031 financial year cycles. Should the funding in any financial year not be available, the Employer reserves the right to limit the extent of services to the current financial year without incurring penalties.

Although this tender would be valid for a 96 month period, the employer intends advertising a replacement tender during the 3rd or 4th year of this tender period. The intention would therefore be that any major new Transport Infrastructure Works Projects would be implemented via the new contract. Any ongoing longer-term studies or implementation projects requiring continuity of consultant input, would however proceed into the last year as necessary, provided that all work would be completed by the end of the last year. The overlap thereby allowing for consultant continuity and a close-out period for longer-term projects.

It should be noted that while the Employer intends to employ the Service Provider for the full duration as defined above, the Employer's budget is subject to periodic review. Should it become necessary to vary the scope of work or even suspend or terminate this contract, such variation, suspension or termination shall be dealt with in accordance with the provisions of the Standard Professional Services Contract as amended by the Contract Data.

If during the course of the project circumstances and operational requirements are found to differ from those anticipated, the Employer reserves the right to modify the scope of work to suite the prevailing circumstances.

Work orders will be raised for each project to be undertaken by the employer. Such work order will be based on an estimated time based quotation submitted by the service provider and accepted by the employer.

6. USE OF REASONABLE SKILL AND CARE

Safety of persons and property is of paramount importance, closely followed by the minimization of disruption and inconvenience to the traveling public (both motorized & non-motorized), residents and/or businesses in the vicinity of any surveys or works.

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

7. TIME FRAMES/MILESTONES

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

The time for typical Normal Services for each project, as stated in Section C3.1 Scope of Works, will be determined at the commencement of a specific project. A project schedule will be prepared for each project and once agreed and signed off by the City's designated Project Manager, it will become the timeframe

commitment for that project. Section 7.3.2. these time frames notwithstanding, all deliverables for work orders for portions of Normal Services shall be completed and submitted before the 30 June 2031.

The timeframes for deliverables will be split into the following categories:

- Major projects: >R30 million and <R30million in which a full open tender process is required
- Minor projects , up to R20 million, which utilize existing construction framework contracts and do not require a full open tender process

The following timeframes shall be adhered to with regards to project deliverables:

- All Minutes of meetings:1 calendar week after the meeting
- Inception report:3 calendar week after project initiation meeting
- Preliminary report:In terms of the approved project schedule.

Draft detail design report for discussion

- Major Projects.....In terms of the approved project schedule.
- Minor Projects.....In terms of the approved project schedule.

Tender documents:

- Major Projects (Draft):.....In terms of the approved project schedule.
- Minor Projects (Draft):In terms of the approved project schedule.
- Revised Tender document post SCMBSC:10 calendar days after SCMBSC meeting
- Tender evaluation report.....3 calendar weeks after the conclusion of
.....evaluation of the received bids on City
.....premises
- Close out report and as-built drawings:6 calendar weeks after project completion
- Final Approval Certificate:1 calendar day after end of defects liability
.....period

All project deliverables and programs shall adhere to the time frames above. Any delays, such as delays caused by late receipt of Environmental Authorisations, Water Use Licences, wayleaves need to be communicated with the Employer's project manager and extension of timeframes for all deliverables needs to be properly motivated and agreed upon.

Project deliverable programs need to be updated not less than every six weeks if any of these timeframes are not adhered too or agreed upon penalties are applicable as noted in Clause 3.12.1.

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

Once deliverable dates are agreed upon, such dates will be binding. Failure to supply the required deliverables will result in fees for those deliverables not be paid and penalties being applied

7.1 Penalties

Failure to adhere to the time frames specified in clause 7 above without valid agreed upon reasons will result in the implementation of penalties of R 5000.00 per calendar day (see Clause 3.12.1 of the Contract Data) until the required deliverable is submitted. Deliverables that are more than two calendar weeks late will result in the issuing of a Notice of Dissatisfactory Service. If a service provider receives a Third Notice of Dissatisfactory Service, it will be considered a Final Warning. If a fourth Notice is issued, the Employer may terminate the contract in terms of Clause 8.4.1(l) of the Contract Data. Penalties will be deducted from payment certificates.

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

7.2 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 inspection of existing situations, determination of future needs and the construction monitoring service (if applicable) will take

place Citywide within the City of Cape Town Municipal boundaries. Any construction monitoring service will take place at the site of the project.

Tenderers shall operate from a local office in the 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 will be that as indicated on Part C1.2 Contract Data, Information Supplied by the Tenderer and which will be regarded as the domicilium citandi et executandi for the purposes of any contract arising from this tender submission. NB: Key personnel must operate from a local office in the Cape Town Municipal Area for the full duration of the contract.

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

7.3 Reporting Requirements

Progress meetings with service providers will be held every 6 weeks. These will be set up in advance on award of this tender and the progress on all projects and deliverables will be reported on. The Project leader and one other representative from the service provider will be reimbursed at tendered rates for attending these meetings. The time for any additional staff attending these meeting will not be reimbursed.

Once a construction project is underway, the Service Provider shall submit monthly progress versus expenditure reports to the Employer showing expenditure in respect of both the Service Provider's appointment and the construction contract together with the anticipated spend to the end of the financial year in question. Format for same to be agreed with the Employer.

For non-construction projects, reports shall be as per the Employer's requirement, in accordance with timeframes stipulated under table 7.3a above.

Each project deliverable as outlined in table 7.3.a will have a unique project number with a specific start and end date, along with full details of resource allocations to such project/s. These details shall form part of any invoicing submitted to the Employer.

Furthermore, the Service Provider shall submit monthly cost reports to the Employer showing expenditure in respect of both the Service Provider's appointment and any construction contractor's contract, together with the anticipated spend to the end of the financial year in question. Such cost reports shall include a breakdown of both work types and categories of staff used therein, citing the project number under which the work was issued.

Aside from the particular reports required in terms of the deliverables stated above, the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of the work undertaken via this tender

8. REFERENCE DATA

The Employer will make arrangements for access to statistical and as-built information (where available). Historic road scheme information may not be readily available and the Service Provider may be required to produce new drawings to address this deficiency.

9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

The following construction contract documents shall be used for this project:

- The General Conditions of Contract for Construction Works (Third Edition, 2015) published by SAICE or any subsequent updates or revisions as may be published and adopted during the contract period.
- The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities, 1998 or any subsequent updates or revisions to COLTO as may be published and adopted during the contract period.
- The COTO Standard Specifications for Road and Bridge Works for South African Road Authorities, 2020.
- CIDB Standard Conditions of Tender as contained in Annex C of Government Gazette No. 42622 of 8 August 2019.
- CIDB standardised procurement documentation.

10. PARTICULAR SPECIFICATIONS

Appendix C4.2 contains a list of reference documents / standards that shall be kept in the local office of the Service Provider for the duration of the contract. The Employer has various internal policies, standards, specifications, templates and procedures to be adhered to – details of which will be made available to the Service Provider as and when required.

11. APPROVALS

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

- a) All approvals in terms of Clause 5.5 of the Contract Data
- b) Approval of the implementation programme from the Employer,
- c) Approval of the conceptual and preliminary designs from the Employer,
- d) Approval of the project from Heritage Western Cape *(if required)*,
- e) Approval (authorisation) of the project from the Department of Environmental Affairs and Development Planning *(if required)*,
- f) Obtaining a Water Use Licence from the Department of Water and Sanitation *(if required)*
- g) Approval of the detail designs, drawings and contract documents from the Employer,
- h) Wayleave approval from all service authorities,
- i) Approval of the accommodation of traffic plans from the Employer and Traffic Department,
- j) Approval of the construction monitoring proposal from the Employer,
- k) In respect of time based services, approval of the allocation of staff from the Employer.
- l) Approval for the employment of specialist sub-consultants from the Employer.
- m) Approval of extensions of time granted to contractors from the Employer.

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

12. PROCUREMENT

12.1 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.

12.2 Sub-contracting procedures

Any specialist study or investigation required may only be carried out with the approval of the Employer and shall be paid for as a recoverable expense (disbursement). Supply Chain Management Policies and Procedure will apply i.e. a competitive process involving three quotes is normally required for appointment values under R300 000 including VAT, whereas a full competitive tender is required where the amount exceeds this value.

The Employer together with the Tenderer shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Tenderer

The Tenderer shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Tenderer shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

Where subcontractors are also key personnel, that their contract must be for the duration of this contract and any changes requires permission of Employer.

12.3 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.

12.4 Forms for contract administration

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

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

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

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

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

13. 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 (unless stipulated otherwise) and shall be signed and dated by the Service Provider. All work issued to the tenderer will have a unique project number under which the work was issued, when the work item is invoiced, the same project number must be cited along with full details of resourcing allocation/s relating to each work item.

14. PERSONNEL

14.1 Key Personnel

The Service Provider shall at all times maintain the involvement of the key personnel as the exigencies of this contract require, as stipulated in Clause C.2.1.4.2 of the Tender Data in this document.

The service provider must supply key staff throughout the duration of the contract:

Item #	Role	Qualification / Professional Registration Requirements	Competencies	Required Experience	Responsibilities / Reporting
1.1	Project Leader	ECSA registration as Pr Eng (Civil) or Pr Tech Eng (Civil) or SACPCMP registration as Pr.CPM	Project Leadership	Minimum of 12 years post qualification experience. Must have been project leader on a minimum of three completed projects in the planning, design and construction of upgrading or new national, provincial or municipal arterial roads and intersections	Ultimate responsibility to ensure that all aspects of the work is completed to correct standards and within stipulated time frames. Reports to Employer / Employer's identified agent / Employers assigned Project Manager.
1.2	Traffic and Transportation Engineer	ECSA registration as Pr Eng (Civil) or Pr Tech Eng (Civil):	Traffic and transportation engineering design and modelling	Minimum of 8 years post qualification experience. Minimum of three transportation modelling analysis projects to end of preliminary design stage relating to new or upgrading of national, provincial or municipal major arterials and intersections	Assumes technical responsibility for work. Provides solution orientated specialist advice to Employer. Supervises lower level personnel. Reports to Project Leader but may interact directly with Employer.
1.3	Transport Infrastructure (Highway) Engineer	ECSA registration as Pr Eng (Civil) or Pr Tech Eng (Civil)	Geometric design of roads and highways	Minimum of 8 years post qualification experience. Minimum of three completed geometric designs relating to new or upgrading of national, provincial or municipal arterial and intersections	Assumes technical responsibility for work. Provides solution orientated specialist advice to Employer. Supervises lower level personnel. Reports to Project Leader but may interact directly with Employer.
1.4	Employer's Agent (during construction phase)	ECSA registration as Pr Eng (Civil) or Pr Tech Eng (Civil):	Contract Management	Minimum of 8 years post qualification experience. Must have acted as employer's agent (or equivalent as per relevant Conditions of Contract) on a minimum of three completed projects relating to new or upgrading of national, provincial or municipal arterial roads and intersections	Assumes all responsibility as the Employer's Agent as specified in the General Conditions of Contract

The personnel submitted at tender stage will be expected to be the staff that the Employer's representatives deal with on a daily basis. One month's written notice must be given to the employer should the service provider be required to make any changes to the key personnel due to unforeseen circumstances such as resignations. The service provider shall have two months from the time that any Key Personnel is removed from the project (for whatever reason) in which to replace such Key Personnel. This shall be done via a written request with proposals for suitably qualified personnel to replace the tendered key staff. If the Key Personnel are not adequately replaced within two months, the Employer reserves the right to suspend all works on the contract, withhold any new work, or allocate new work falling inside the service provider's awarded area to another service provider until such time as all the Key Personnel criteria are met.

14.2 Construction monitoring staff

In addition to the Key Staff requirements described above, the following minimum requirements shall be applicable for construction monitoring staff and other junior staff:

- 1) *Senior Engineer's Representative (ER)/Employer's Agent's Representative (EAR)*: For Contracts exceeding R30.0 million construction value the EAR will be:

Class A

- ECSA registered PrEng or PrTechEng with minimum 20 years post graduate experience or
- Unregistered, with a tertiary qualification in civil engineering with a minimum of 23 years post qualification experience.

Class B

- ECSA registered PrEng or PrTechEng with minimum 15 years post graduate experience or
- Unregistered, with a tertiary qualification in civil engineering with a minimum of 18 years post qualification experience.

In all of the above cases the ER/EAR shall have acted as the senior ER/EAR on at least five road construction related projects.

- 2) *ER/EAR*: For Contracts up to R30 million in construction value the EAR will be either:

- ECSA registered PrEng or PrTechEng with minimum 8 years post graduate experience or
- Unregistered, with a tertiary qualification in civil engineering with a minimum of 11 years post qualification experience.

In either of the above cases the ER/EAR shall have acted as the ER/EAR on at least two road rehabilitation or resurfacing projects.

- 3) *Junior ER/EAR or Assistant Engineers Representative*: For Minor Contracts the EAR will have a minimum of 5 years post qualification experience and shall have acted as the Assistant Engineer's Representative on at least two road construction related projects, or shall have acted as ER/EAR on at least one road rehabilitation or resurfacing project. Where deemed necessary by the Employer, a Junior ER/EAR will be mentored part time, as agreed, by a senior ER at no additional cost to the Employer. For contracts exceeding R30.0 million, where an Assistant ER/EAR is required, a Junior ER/EAR shall be utilised.
- 4) *Students and graduates*: Students and junior staff or graduates that do not meet the experience criteria of any of the above positions that require site experience can be accommodated on site as Assistant Engineer's Representatives for projects not exceed R30 Million or as a junior assistant on projects exceeding R30.0 million, where deemed necessary.

14.3 Junior Contract Engineer (CE)/Employer's Agent (EA)

In the interest of growing capacity in the industry, a Junior Contract Engineer may be proposed as the Employer's Agent in terms of GCC 2015 for Minor Contracts, provided it is under the mentorship of the Contract Engineer submitted as part of the Key Personnel. A Junior Contract Engineer shall be ECSA registered (PrEng or PrTechEng) with 6 years post graduate experience. If a Junior Contract Engineer is proposed and accepted, the monthly rate tendered for Minor Contracts (item 2.2(d)(ii)) shall be deemed to cover the cost of the Junior Engineer and the time spent mentoring by the Contract Engineer. If, in the opinion of the Employer, the Junior Engineer/Agent performs well on Minor Projects, and if so proposed by the service provider, the Employer reserves the right to accept the junior engineer /agent on major projects.

14.4 Employer's right to accept or reject proposed staff

After the award of the contract, the Employer reserves the right to ask for the qualifications and CV of any proposed staff or specialists as listed in the schedule of rates and to accept or reject any personnel proposed in 14.2 and 14.3 and the specialists in the schedule of rates above.

15. SUPPORT RESOURCES

The tenderer shall ensure that his staff have access to the following reference documents and software for the full contract duration (per SCHEDULE 12: SUPPORT RESOURCES):

- SADC RTSM (May 2012 / subsequent updates)
- SARTSM (May 2012 / subsequent updates)
- SA Road Safety Manual
- Latest version of HCM

Table of Support Software Resources

Resource	Details	Requirements
Software Requirements:	- GIS Software (Arc GIS or equivalent) - Traffic Modelling software (Emme 3, SIDRA, HCS or equivalent) - Civil Engineering Design Software (Autodesk Civil 3D, Micro Station, Civil Designer or equivalent) - MS Office Suite or equivalent - Micro-simulation software (Aimsun, Vissim or equivalent) - Pavement Design – based on SA Mechanistic Design Method (Rubicon or ME PADS)	Packages (or similar approved) to be available for use by Service Provider's personnel

16. MANAGEMENT MEETINGS

16.1 Management Meetings

Management and progress meeting will be held with the Employer every six weeks. The service provider will report on all issues relating to this tender and will also report on progress of all projects. These meetings can also be used as PMT start-up meetings and design discussion meetings should the need arise. Note however, that design discussions and PMT meetings should not be delayed in order for them to coincide with progress meetings. The Service Provider shall be represented at these meetings by at least one of the Key Personnel described in 13.1 above.

16.2 Community/Stakeholder Meetings

When required, the Service Provider shall 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.

16.3 Supply Chain Management (SCM) Committee Meetings

During the course of any 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, if so required.

16.4 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.

16.5 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.

16.6 General

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

All charges in respect of attendance at meetings and the provision of secretarial services shall be included in the tendered basic fee (Item No .1: C2.2 Schedule of Rates).

17. CLAIMS FOR PAYMENT

The Service Provider shall only proceed with work for which an official purchase order of value sufficient for the scope in question, has been issued beforehand. 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 bearing the City's official Purchase Order (and associated line item) number for this project.

Claims in respect of work undertaken for the various Departments / Branches shall be submitted separately and approved by the representative of each branch prior to payment.

Invoices for work undertaken must be submitted monthly and shall include a schedule of the number of hours of work performed by each category of personnel as well as a schedule of the specific tasks performed / projects completed, along with the start and end dates of each task. This shall be provided in sufficient detail, to the employer's satisfaction, in order to meet Auditor General requirements. All work items that are submitted for invoicing shall bear the employers unique reference number under which the work was issued to the service provider for investigation. Each invoice submitted shall be accompanied by electronic progress photos for each of the projects contained in such invoice. This shall be forwarded to the relevant PM to satisfy the Employers SAP PPM reporting requirements. The tenderer shall furthermore comply with any additional information requirements that may be imposed by the National Treasury and/or the Employer in this regard.

18. 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 which inhibits the achievement of internal response times in terms of the timeframes for deliverables given in Clause 7 above.

During the Contract Administration and Implementation stage of each project managed in terms of this appointment, 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. The Service Provider shall be represented at these meetings by the Contract Engineer/Employer's Agent and the senior site staff. Item 2.2 of the Schedule of Rates shall include for the provision of one site/progress meeting and two technical meetings per month – including the compilation and distribution of minutes.

19. TRADE NAMES OR PROPRIETARY PRODUCTS

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

20. NON-PERFORMANCE

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

C3.2 Annexures

Annexure 1: B-BBEE Sub-Contract Expenditure Report
Annexure 2: Joint Venture Expenditure Report

ANNEX 1

CITY OF CAPE TOWN

318C/2021/22 : TERM TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: ROADS PLANNING, DESIGN AND MANAGEMENT CONSTRUCTION IMPLEMENTATION FROM DATE OF COMMENCEMENT FOR A PERIOD OF 8 YEARS (96 MONTHS)

CONTRACT NO. AND NAME:

CONTRACTOR (SERVICE PROVIDER):

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

Value of the contract (as defined in Schedule 24: Preferencing Schedule) (P*)	R	B-BBEE Status Level of Prime Contractor		
Name of Sub-contractor (list all Sub-contractors)	B-BBEE Status Level of Sub-contractor ¹	Total Value of Sub-contract (excl VAT) ¹	Value of Sub-contract work to date (excl VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than Prime Contractor
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
			Total:	R
			Expressed as a percentage of P*	%

¹Documentary evidence to be provided

Signatures

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

Verified by Employer's Representative:

Date:

Date:



ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

318C/2021/22 : TERM TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES: ROADS PLANNING, DESIGN AND
MANAGEMENT CONSTRUCTION IMPLEMENTATION FROM DATE OF COMMENCEMENT FOR A PERIOD OF 8 YEARS (96 MONTHS)

CONTRACTOR (SERVICE PROVIDER):

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO.

Value of the contract (as defined in Schedule 19: Preferencing Schedule) (P*)		R		B-BBEE Status Level of Joint Venture	
Name of Joint Venture partner (list all)	B-BBEE Status Level of each JV partner as at contract award	Percentage contribution of JV partner per JV Agreement ¹ A	Total value of JV partner's contribution (excl. VAT) ¹ B = A% x P*	Value of JV partner's contribution to date (excl. VAT) ¹ C	Value of JV partner's contribution as a percentage of the work executed to date D = C/P* x 100
JV Partner A		%	R	R	%
JV Partner B		%	R	R	%
JV Partner C		%	R	R	%

¹Documentary evidence to be provided**Signatures**Declared by Contractor
(Service Provider) to
be true and correct:

Date:

Verified by Employer's
Representative:

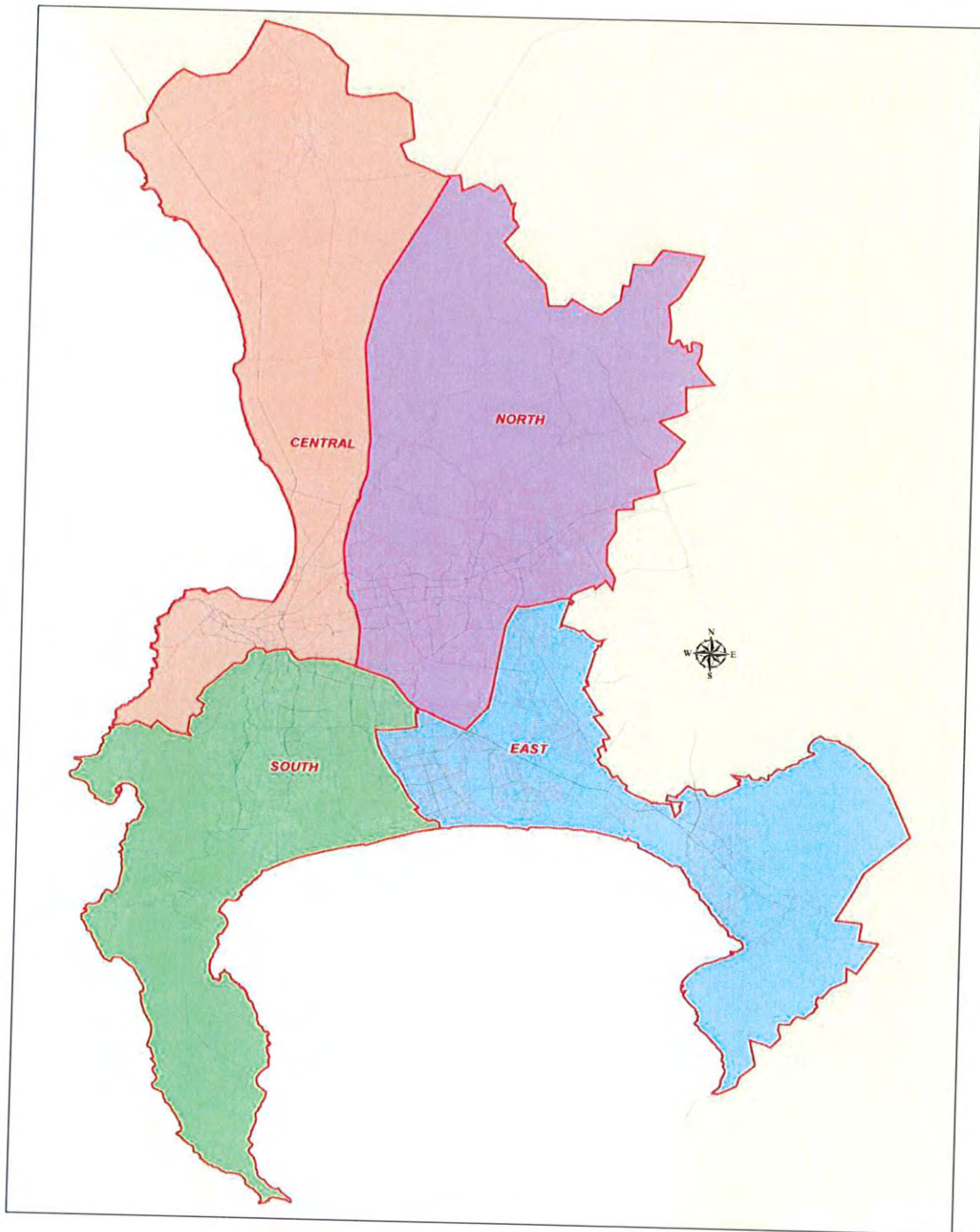
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Appendix C4.1

Map Showing Geographical Boundaries of Regions



Appendix C4.2

List of Relevant Reference Documents / Standards

Reference documents include, but are not limited to:

1. Highway Capacity Manual (HCM – 2000 or 2010)
2. Southern African Development Communities: Road Traffic Signs Manual (SADC RTSM – May 2012)
3. Southern African Road Traffic Signs Manual (SARTSM – May 2012)
4. South African Road Safety Manual
5. All relevant urban transport guidelines as issued by the National Department of Transport, including TRH series
6. City of Cape Town Parking Policy
7. City of Cape Town Non-Motorized Transport Policy and Implementation Plan
8. Road Classification Criteria
9. City of Cape Town Comprehensive Integrated Transport Plan
10. City of Cape Town Traffic Calming Policy (January 2016)
11. City of Cape Town Standards and Guidelines for Roads and Stormwater (Version 2.0) June 2021

Appendix C4.3

NQF Descriptors

