



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

Making progress possible. Together.

MEMORANDUM OF AGREEMENT

FOR THE

**FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES IN
RESPECT OF INFORMAL SETTLEMENTS WITHIN THE CITY OF CAPE TOWN**

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

**BERGSTAN SOUTH AFRICA CONSULTING AND DEVELOPMENT
ENGINEERS (PTY) Ltd**

[REDACTED]

Contract No 33C/2021/22

[REDACTED]

PREAMBLE

WHEREAS Term Tender 33C/2021/22 was awarded to **BERGSTAN SOUTH AFRICA CONSULTING AND DEVELOPMENT ENGINEERS (PTY) Ltd as the Main Contract for Region 2 and Standby for Region 1**, in line with resolution **SCMB31/06/23** dated 12 June 2023 for the provision of professional services in respect of informal settlements within the City of Cape Town, for a period of 7 years (84 months) and to terminate on 30 June 2030 and subject to the approval of the Local Government: Municipal Finance Management Act 56 of 2003, section 33 process.

AND WHEREAS prices will be subject to adjustment in accordance with the tender document, in terms of clause 6.8.2 of tender document;

AND WHEREAS it is recorded that this Contract will be governed by the provisions of the Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015) as published by the Construction Industry Development Board, read with the Contract Specific Data ("CSD") annexed hereto marked **"PART 2: CONTRACT SPECIFIC DATA"**.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

- 1.1. **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("**the Employer**"), herein represented by the **City Manager: City of Cape Town or his nominee** duly authorised hereto;
- 1.2 **BERGSTAN SOUTH AFRICA CONSULTING AND DEVELOPMENT ENGINEERS (PTY) Ltd**, a private company registered in terms of the laws of the Republic of South Africa with registration number: [REDACTED] with its principal place of business situated at [REDACTED] (the "**Service Provider**"), herein represented by its duly authorised representative, [REDACTED] in her capacity as **Associate**.

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

2. INTERPRETATION

2.1. In the event of any conflict between the provisions of this Contract, Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015) as published by the Construction Industry Development Board 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 of 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.

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

3. APPOINTMENT AND DURATION

3.1. The Employer hereby appoints the Service Provider to perform the Scope of Work for the Employer from the Commencement Date.

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 be for a period of 7 years (84 months) and to terminate on 30 June 2030, **subject to Council approval of Section 33 process.**

4. MUTUAL GOOD FAITH / CO-OPERATION

4.1. The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance

of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.

- 4.2. The Parties shall at all times during the continuance of this Contract observe the principles of good faith towards one another in the performance of their obligations in terms of this Contract.

5. OBLIGATIONS OF THE EMPLOYER

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

6. OBLIGATIONS OF THE SERVICE PROVIDER

- 6.1. The Service Provider hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work (**PART C3: SCOPE OF WORK**).
- 6.2. The Service Provider will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 6.3. The Service Provider will ensure that the Works will be of a satisfactory quality and fit for purpose, having due regard to the assumptions that the service provider can be reasonably expected to make in accordance with sound engineering and/or professional practise and exercising the level of skill, care and attention required of the Service Provider.
- 6.4. The Service Provider shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.
- 6.5. The Service Provider will not conduct any activity of whatsoever nature which may be detrimental to the Employer's reputation and goodwill.

7. PRICING DATA

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



CITY OF CAPE TOWN

HUMAN SETTLEMENTS: INFORMAL SETTLEMENTS

CONTRACT NO. 33C/2021/22

FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF INFORMAL SETTLEMENTS WITHIN THE CITY OF CAPE TOWN

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

**Tender
Part T2: Returnable Documents
Reference No 33C/2021/22**

53

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that 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 1 : AGREEMENTS

C1.1 Form of Offer and Acceptance Offer

CITY OF CAPE TOWN

HUMAN SETTLEMENTS: INFORMAL SETTLEMENTS

CONTRACT NO. 33C/2021/22

FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF INFORMAL SETTLEMENTS WITHIN THE CITY OF CAPE TOWN

C1.1 Form of Offer and Acceptance Offer

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

CONTRACT 33C/2021/22: FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF INFORMAL SETTLEMENTS WITHIN THE CITY OF CAPE TOWN

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

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

The completed Schedules of Rates (excluding VAT) for the tendered, as contained in Part C2.2 Pricing Data, shall form the tender offer. These rates shall be multiplied, as applicable, by the quantities required in respect of relevant items to develop individual Works Projects to be allocated in accordance with the procedures described in the Procedure for the Allocation of Works Projects, Part C1.2: Contract Data in this Framework Contract document.

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

Signature(s)
Name(s)
Capacity
for the tenderer

(Name of organization/tenderer) BERGSTAN SOUTH AFRICA (PTY) LTD

(Address of organization/tenderer)
.....
.....

Name and
signature
of witness
.....

Date .. 20 SEPTEMBER 2021

For official use.	
INITIALS OF CITY OFFICIALS AT TENDER OPENING	
1.	

Tender
Part T2: Returnable Documents
Reference No.33C/2021/22

36A

T2.
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:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information
- Part C5: Key Personnel
- Part C6 Sub-consultants

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

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

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

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

THE PARTIES	EMPLOYER	CONTRACTOR
Business Name	CITY OF CAPE TOWN	BERSGSTAN SOUTH AFRICA CONSULTING AND DEVELOPMENT ENGINEERS (Pty) Ltd
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax	Rates Based Tender	
Accepted contract duration	For a period of Seven years (7) [Eighty Four (84)] Months from date of commencement not exceeding 30 June 2030	
Signed – who by signature hereto warrants authority	 Digitally signed by Date: 2024.02.23 13:27:38 +02'00'	
Name of signatory		
Signed: Date	23 February 2024	8 / 02 / 2024
Signed: Location	Cape Town	CAPE TOWN
Signed: Witness		
Name of Witness		

Schedule of Deviations

Notes:

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

1 Subject
Details

2 Subject
Details

3 Subject
Details

4 Subject
Details

5 Subject
Details

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

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

C1.2 Contract Data

Data provided by the Supplier

The name of the Supplier is Bergstan South Africa

The address of the Supplier is

Physical: [REDACTED] Postal: [REDACTED]

Address

Address

Telephone: [REDACTED] Fax: [REDACTED]

Email: [REDACTED]

SUPPLIER'S ANNUAL HOLIDAY PERIODS DURING DELIVERY PERIOD

Year 1 holiday period	Start date	15/12/2023	End date	08/01/2024
Year 2 holiday period	Start date	15/12/2024	End date	06/01/2025
Year 3 holiday period	Start date	15/12/2025	End date	12/01/2026
Year 4 holiday period	Start date	15/12/2026	End date	11/01/2027
Year 5 holiday period	Start date	15/12/2027	End date	10/01/2028
Year 6 holiday period	Start date	15/12/2028	End date	08/01/2029
Year 7 holiday period	Start date	15/12/2029	End date	07/01/2030

PART 2- CONTRACT SPECIFIC DATA

C1.2 Contract Data

1. 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.cldb.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**.

Add the following new definitions:

"Intellectual Property" means 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

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

"Activity Schedule" means, in this Framework Contract document, the document so designated in the Pricing Data, and which will be used to compile a quotation for Professional Services to be rendered for each Works Project.

"Standby Service Provider" means the highest ranked eligible (subject to Clause C.1.6.1 (b) in the Tender Data) Service Provider for a region appointed by the Employer under the Framework Contract to be available to execute Works Projects, for the duration of the Framework Contract Period and then only if the "Winner" declines/refuses a Works Project or unless the Employer considers the "Winner" not to be performing on existing Works Projects. (Refer to clause 5.1.3 in C 1.2: Contract Data)

"Winner" means the highest ranked eligible (subject to Clause C.1.6.1 (b) in the Tender Data) Service Provider appointed by the Employer under the Framework Contract who will be allocated work as and when a Works Project arises for the duration of the Framework Contract Period.

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

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.

"Framework Contract" means the Contract as defined in Clause 1 of the Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015).

"Framework Contract Period" means the period 84 months from the Start Date.

"Framework Contract Manager" means the person named as the Framework Contract Manager in the Contract Data or any other person appointed from time to time by the Employer and of whom the is notified, in writing, to act as Framework Contract Manager for the particular branch for the purposes of the Contract as substitute for the Framework Contract Manager so named.

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

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

The Framework Contract Manager is:


Postal Address: Human Settlements


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

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

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

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

84 Months

Clause 3.4.1:

Add the following to the first sentence:

- ... , and may be given as set out hereunder and shall be deemed to have been received when: a)
hand delivered – on the working day of delivery
b) sent by registered mail – five (5) working days after mailing
c) sent by email or telefax – one (1) working day after transmission

Clause 3.5:

Add the following:

The location for the performance of the Project will be the Local Office of the Service Provider, together with the sites of the proposed projects. The local office must be in the Cape Metropolitan area or within a radius of 60 km. If the Service Provider does not have a local office, they will be required to establish a local office within 2 (two) months of the Start Date. All communication with the Employer will flow through this local office. This local office may belong to the Service Provider or any of his Joint Venture partners or sub-consultants.

Key personnel will be expected to work out of the local office for the full duration of the Framework Contract as the exigencies of this contract require.

Clause 3.9.1:

Add the following after f):

- f) 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.

c) **Clause 3.12.1**

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

Clause 3.12.1

Add the following:

Failure to establish a Local Office within 2 (two) months of the Contract Start Date (refer to clause 3.5 of the Contract Data above).

Failure to establish a Local Office within 2 (two) months of the Contract Start Date will result in the implementation of penalties.

- The penalty amount for every day for which the Local Office is not established and functional is R5 000 with no limit.
- The minimum 'functional' requirement is for the Key Personnel (required for the Works Projects) to be established together with the necessary physical resources.
- A Breach Notice will be issued if the Local Office is not established by the due date with the requirement that the matter be remedied within 14 days or such time as agreed to by the Employer.

- No further Works Project Briefs will be issued if the Local Office is not established and functional within 2 (two) months of the Contract Start Date.
- Should the Employer consider the local office not to be functional at any stage during the course of the contract, the Employer will notify the Service Provider accordingly and issue a Breach Notice.
- If the matter is not resolved within 14 days (or such time as agreed to by the Employer) of the issuing of the Breach Notice, the Employer may terminate the contract in terms of Clause 8.4.1 (c) of the Contract Data.

Failure to meet deliverable or milestone date (as defined in the agreed Works Project proposal):

Failure to adhere to timeframes without valid agreed upon reasons will result in the implementation of penalties.

- The penalty amount per day for each deliverable/milestone is R2 000 (to a maximum of 42 days - R84 000).
- A deliverable/milestone that is more than 14 days late will result in the issuing of a Breach Notice which will require the matter to be remedied within 14 days or such time as agreed to by the Employer.
- If the matter is not resolved within 14 days (or such time as agreed to by the Employer) of the issuing of the Breach Notice, the Employer may terminate the contract in terms of Clause 8.4.1 (c) of the Contract Data.

Add the following after 3.12.2

d) Clause 3.12.3

The Employer may impose the following additional penalties or fines:

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

Clause 3.15.1:

Add the following:

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

Clause 3.16.2:

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

Add the following:

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

Clause 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.

e) Clause 4.8 Procedure for the allocation of Works Projects

The Employer will provide the Service Provider with a scope/project brief and any specific terms and conditions (such as time frames/milestones) for a particular Works Project. The Employer reserves the right to plan and effect individual Works Projects at its sole discretion and subject to the availability of funding. The Employer also reserves the right to increase or decrease the scope of work at its sole discretion.

If the "Winner" declines the Works Project due to lack of capacity at that time, the Employer reserves the right to offer the Works Project to the "Standby Service Provider".

If, in the opinion of the Employer, the "Winner" is:

- not performing on an existing the Works Project/s; or
- is lacking capacity or the necessary skills for a particular Works Project; or
- if the proposal on a Works Project is unsatisfactory (after consultations), then

The Employer reserves the right to offer the Works Project to the "Standby Service Provider".

The procedure for the allocation of Works Projects is described in detail at the end of this Part 1: Contract Data provided by the Employer.

f) Clause 5.1.1

Add the following

The Services to be performed will be defined in terms of the Works Projects.

The procedure for the allocation of Works Projects are described in Clause 4.8 above.

The Service Provider will respond to the Works Project Brief with a Works Project Proposal

The Employer reserves the right to reduce the scope of work of a Works Project or cancel a Works Project based on the Non-performance of the Service Provider.

Add the following after Clause 5.1.2:

Clause 5.1.3 Failure to perform (Non-performance) by the Service Provider on a Works Project would include (but not be limited to) the following:

- Repeated inadequate Works Project Proposals (including methodology, resources availability and appropriate skills, resource-based costing where applicable, programming time frames/milestones, cost proposals);
- Failure to provide adequate and appropriate resources;
- Repeated failure to adhere to the agreed programme or time frames/milestones,
- Repeated failure to submit reports, drawings or other documents by the agreed dates;
- Repeated errors or significant design or construction monitoring errors;
- Other failures or actions on the part of the Service Provider causing additional costs to the Employer or delays to the programme; Combinations of the above.

(a) If the "Winner" does not remedy a failure in the performance of their duties under the Works Project within fourteen (14) days of having been notified thereof, or within any further period that the Employer may subsequently approve in writing, the Employer reserves the right to:

- Reduce the scope of work of the Works Project;
- Cancel the Works Project;
- Offer the Works Project in question and/or subsequent Works Projects to the "Standby Service Provider".

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 R30 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:

g) 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.

h) Clause 7.1.2

Add the following:

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

Clause 7.2.1:

Add the following:

The Service Provider shall provide appropriate Personnel for such time periods as required and shall enter all data pertaining to Personnel and Key Persons on the Personnel Schedule (comprised of Schedules 11) 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 "thirty (30)" in the second line of Clause (c) and replace with "fourteen (14)"

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

- g) if the Service Provider has failed to provide the required insurances within the prescribed time;
- h) if the Service Provider has committed a corrupt or fraudulent act during the tender process or the execution of the Contract;
- i) 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;
- j) 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
- k) 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:

i) **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 Association of Arbitrators Southern Africa

Clause 12.2.4:

Add the following:

Final settlement is by litigation.

Clause 12.3.3:

In the event that the parties fail to agree on an adjudicator, the adjudicator is nominated by the Association of Arbitrators Southern Africa

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:

j) 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.

k) 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: Periodic review

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

Clause 17: Protection of Personal Information

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

l) PROCEDURES FOR THE ALLOCATION OF WORKS PROJECTS

The procedures for the allocation of Works Projects, given below, are to be read in conjunction with Clause 4.8 in the Contract Data. These procedures include the development of a Works Project Brief, applying the tendered rates in order to arrive at a quote and compiling a preliminary programme and scope of works from the Service Provider.

The procedures are summarised under the steps below:

Step 1 The Employer's Framework Contract Manager together with the Employer's Project Manager for the project compiles a Works Project Brief and any terms and conditions associated for a particular works project. This Works Project Brief outlines the broad details of the project and includes, but is not limited to:

- Reference drawings, plans and other information.
- A required completion date.

The Brief will specify if the work is to be carried out under Normal Services or as Time-based Services.

Step 2 The Employer issues the Works Project Brief to the designated representative of the "Winner". If, at this stage the "Winner" declines the work, the Employer reserves the right to consider the "Standby Service Provider" for this particular works project.

Step 3 If the "WINNER" accepts the work, a project briefing session/site meeting is organised.

Step 4 After the project briefing, the "Winner"/"Standby Service Provider" submits a Works Project Proposal (within the specified time) for approval by the Employer which includes the following documents:

Step 4(a) Works Project proposal required for work under Normal Services

- i) The Scope of the works;
- ii) A methodology—extent of methodology required will be dependent on scope of work (as advised by Employer);
- iii) A programme of the work;
- iv) Proposed resources (project team);
- v) A list of CVs for each of the project team members, their company's name and the company's BBBEE status level;
- vi) An estimated fee which includes the cost of construction and any associated fees and services.

Step 4(b) Works Project proposal required for work done under Time-based and Additional Services

- i) The Scope of the works;
- ii) A methodology – extent of methodology required will be dependent on scope of work (as advised by Employer); iii) A programme of the work;
- iv) Proposed resources (project team);
- v) A list of CVs for each of the project team members, their company's name and the company's BBBEE status level;
- vi) Resource-based costing; (i.e. tasks, staff allocation, hours and rates)
- vii) An estimated fee which includes the cost of any associated fees and services and the cost of construction (where applicable).

Step 5 Following submission of these documents, the Employer will review the proposal.

Step 6 If the Works Project proposal is satisfactory, the Employer will notify the "Winner" in writing to commence with the work. All work undertaken prior to this approval will be at the Service Provider's cost.

Step 7 If the Employer is not satisfied with any of the submitted documents, consultations will proceed between both parties (Employer and "Winner").

- If consultations are resolved, the submitted document/s must be revised by the "Winner" and submitted to the Employer for final approval. On approval, the Employer will then inform the "Winner" in writing to commence with the work.
- If consultations are unresolved, the Employer reserves the right to consider appointing "Standby Service Provider". The Employer will inform the "Winner" in writing, giving reasons for the decision.

Step 8 The Employer will issue the Works Project Brief to the "Standby Service Provider". •

Step 9 Following submission of the documents, the Employer will review the Works Project Proposal from the "Standby Service Provider".

Step 10 If the Works Project proposal is satisfactory, the Employer will notify the "Standby Service Provider" in writing to commence with the work. The Employer will confirm the start and end date for the Works Project and the associated cost. All work undertaken prior to this approval will be at the Service Provider's cost.

Step 11 If the Employer is not satisfied with the Works Project proposal, consultations will proceed between both parties (Employer and "Standby Service Provider").

- If consultations are resolved, the Works Project proposal must be revised by the "Standby Service Provider" and submitted to the Employer for final approval. The Employer will then inform the "Standby Service Provider" in writing to commence with the work as for Step 10 above.
- If consultations are unresolved, the Employer reserves the right to consider appointing an alternative procurement method for this particular works project. The Employer will then inform the "Standby Service Provider" in writing, giving reasons for the decision.

C1.3 Occupational Health and Safety Agreement

CITY OF CAPE TOWN

HUMAN SETTLEMENTS: INFORMAL SETTLEMENTS

CONTRACT NO. 33C/2021/22

FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF INFORMAL SETTLEMENTS WITHIN THE CITY OF CAPE TOWN

C1.3 Occupational Health and Safety Agreement

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

(Service Provider/Mandatory/Company/CC Name)

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

I, CARMEN LAWRENCE
BERGSTAN SOUTH AFRICA, 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: 990000134229

OR Compensation Insurer: _____ Policy No.: _____

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

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

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

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

Signed at Cape Town on the 8 day of February 2024

[Signature]

Witness

[Signature]

Mandatory

Signed at Cape Town on the 23 day of February 2024

Witness

Nolwandle Gqiba
Digitally signed by Nolwandle Gqiba
Date: 2024.02.23 13:23:19 +0200

for and on behalf of
City of Cape Town

Contract
Part C1: Agreements and Contract Data
Reference No. 33C/2021/22

C1.3
Health and Safety Agreement

C1.4 Insurance Broker's Warranty

CLIENT	INSURANCE BROKER	INSURANCE AMOUNT
BERGSTAN SOUTH AFRICA (PTY) LTD	AON South Africa (Pty) Ltd/Risk Solutions	R 30 million
B2A CONSULTING	AON South Africa (Pty) Ltd	R 10 million
GJA ELECTRICAL CONSULTING ENGINEERS	Intasure (Pty) Ltd	R 5 million
FJC CONSULTING	Pridesure (Pridetech cc t/a)	R 5 million
JONO TRUST	AON South Africa (Pty) Ltd	R 5 million
ECOSENSE ENVIRONMENTAL CONSULTANTS	AC&E PI & Liability Underwriting Managers (Pty) Ltd	R 2 million
MZI DEVELOPMENT SERVICES		
SAFE WORKING PRACTICE SA	Vinsure Brokers	R 10 million

SHA^orisk
specialistsa division of  Santam**Policy Schedule**

Policy Number	[REDACTED]	
Broker	AON South Africa (Pty) Ltd/Risk Solutions	
Insured	Bergstein South Africa Consulting & Development Engineers (Pty) Ltd Liebenberg and Stander Western Cape (Pty) Ltd Liebenberg and Stander (Pty) Ltd Liebenberg and Stander International (Pty) Ltd Orrie Welby – Solomon Liebenberg and Stander (Pty) Ltd t/as Orrie Sisonke Africa Consultants (Pty) Ltd Gauß Liebenberg and Stander (VAT No. [REDACTED])	
Business	Civil & Structural Engineering, Management Studies and as declared to and agreed by Underwriters	
Period of Insurance	From :	01 March 2021
	To :	28 February 2022
Retroactive Date	Professional Indemnity – 01 January 1988 Products Liability – 01 March 2012 Metolong Water Treatment Works – 01 October 2010	
Territorial Limits	Worldwide, excluding North America or any territories under its Jurisdiction	
Insurer	Santam Limited	

Schedule of Limits of Indemnity/Liability			
Sections / Extensions	Per Claim	Per Policy Period	Excess / Deductible
Professional Indemnity	R 30,000,000	Unlimited	R 500,000
Liability Following Employee Dishonesty	R 30,000,000	Included in the Policy Period Limit shown above	R 500,000
Joint Venture and/or Consortium Agreements	R 30,000,000	Included in the Policy Period Limit shown above	R 500,000
Sub Contracted Duties	R 30,000,000	Included in the Policy Period Limit shown above	R 500,000
Defamation	R 5,000,000	R 15,000,000	R 10,000
Fee Recovery	R 2,500,000	R 7,500,000	R 10,000
Loss Of Documents	R 1,000,000	R 3,000,000	R 250
Statutory Defence Costs	R 5,000,000	R 15,000,000	R 10,000
Wrongful Arrest	R 5,000,000	R 15,000,000	R 10,000
Defects in Contract Works	R 30,000,000	Included in the Policy Period Limit shown above	R 500,000
Contractors / Specialist Contractors	R 30,000,000	Included in the Policy Period Limit shown above	R 500,000
Claims Preparation Costs	R 250,000	R 750,000	R 5,000

SHA Risk Specialists, a division of Santam Limited

T [REDACTED] W www.sha.co.za

The Pavillion [REDACTED]

Schedule of Limits of Indemnity/Liability			
Sections / Extensions	Per Claim	Per Policy Period	Excess / Deductible
Court Attendance Costs	R 2,500 per day	R 25,000	R 2,500
Innocent Non-disclosure	R 30,000,000	Included in the Policy Period Limit shown above	R 500,000
Rectification	R 30,000,000	Included in the Policy Period Limit shown above	R 500,000
Health and Safety	R 30,000,000	Included in the Policy Period Limit shown above	R 500,000
Breach of Confidentiality	R 30,000,000	Included in the Policy Period Limit shown above	R 500,000
Breach of Copyright / Intellectual Property Right	R 30,000,000	Included in the Policy Period Limit shown above	R 500,000
Defence Costs to Appear Before A Regulatory / Statutory Body	R 25,000	R 75,000	R 5,000
Additional Activities / Mergers/ Acquisitions	R 30,000,000	Included in the Policy Period Limit shown above	R 500,000
General Public Liability	R 30,000,000	Unlimited	R 500,000
Products Liability	R 1,000,000	R 3,000,000	R 10,000

All amounts stated in this Policy are expressed exclusive of VAT. In settling claims the Insurer will add VAT at 15% to the VAT exclusive settlement to allow for a vendor insured's output VAT liability under section 8(8) of the VAT Act. For clarity it is noted that in cases where an excess/deductible is expressly recovered by the Insurer from the Insured the excess / deductible in terms of the policy does not constitute a consideration as defined in the VAT Act and as such has no VAT consequence.

1. Innocent Non-Disclosure

The Insurers will not exercise the right to avoid this insurance where it is alleged that there has been non-disclosure or misrepresentation of facts or untrue statements in the proposal form, provided always that the Insured shall establish to the Insurers' satisfaction that such alleged non-disclosure, misrepresentation or untrue statement, was free of any fraudulent intent.

2. Breach of Confidentiality

The Insurers will indemnify the Insured for any claim or claims first made against the Insured during the Period of Insurance arising from unintentional breach of confidentiality.

3. Breach of Copyright / Intellectual Property Right

The Insurers will indemnify the Insured for any claim or claims first made against the Insured during the Period of Insurance by reason of any inadvertent disclosure of the confidential information, or any inadvertent infringement of any patent or copyright or the inadvertent unauthorized use or inadvertent infringement of the systems or designs of others.

4. Defence Costs to Appear Before A Regulatory / Statutory Body

It is hereby noted and agreed that, subject to Insurer's written consent, the Insured will be indemnified for representation or defence at any Inquest, disciplinary committee or Statutory Body governing the conduct of the profession, but only in respect of Professional Negligence matters.

5. Additional Activities/Mergers/Acquisitions

It is agreed that, subject to the terms, Exclusions and Conditions of the Policy, any similar activity commenced by the Insured during the Period of Insurance and any acquisition during the Period of Insurance of any company by the Insured is automatically insured by this Policy for any loss which occur after such acquisition until the following renewal date when details will be submitted to the Insurers, other than:-

- a) North America domiciled operations;
- b) Acquisitions where the turnover is greater than 10% of that declared at the inception of this Policy.

Notwithstanding (b) above, where the turnover of the acquisition exceeds 10% of that declared at inception or previous renewal date, or where the activity of the new acquisition is dissimilar to those conducted by the Insured at date of acquisition, cover will apply to such acquisition at the discretion of Insurers provided that the Insured declares it to the Insurers within 90 days of acquisition and pays any additional premium that may be required and further subject to any further terms, Exclusions and Conditions that Insurers may impose to such acquisition.

6. Defects in Contract Works (automatically included)

This insurance is extended to indemnify the Insured for costs incurred in rectifying defects in the Insured's contract works or in the design plans or specifications of such works;

Provided that:-

- a) the Insured can prove to the reasonable satisfaction of the Insurers that the defect was the direct result of negligence in the performance of the Insured's Professional duties by or on behalf of the Insured in the course of the Insured's business;
- b) indemnity for the rectification of defects shall not extend to include the repair of damage to any other part of the contract works resulting from such defects.

EXCLUSIONS

The Insurers shall not be liable to indemnify the Insured in respect of claims:-

- a) for and/or arising out of inadequate accounting or imperfect control of accounts or the failure to procure:-
 - i) finance for any project;
 - ii) planning, zoning, or other central or regional government approvals, licenses, permits and the like;
 - iii) contract guarantees or suppliers guarantees;
- b) for breach of copyright or infringement of patent rights;
- c) arising out of the giving by the Insured of any express warranty or guarantee but this exclusion shall not apply to liability which would have attached to the Insured in the absence of such express warranty or guarantee;
- d) arising as a result of estimates or probable construction cost or cost estimates or estimates of profit or return on capital being exceeded unless such amounts are proved by the Insured to the satisfaction of the Insurers to be a direct consequence of defective design;
- e) arising from the use of faulty materials;
- f) which are insurable by Contractors All Risks and Public Liability policies;

Subject always to the terms, Exclusions and Conditions of the Policy.

Endorsements	
1.	It is a condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.
2.	Notwithstanding that the Indemnity provided by this insurance is based on an each and every claim basis (Unlimited Per Policy Period), the liability of the Insurers for any claim or loss or number of claims or losses, even if involving a number of claims against the Insured by different persons: a) arising out of one occurrence; b) consequent upon or attributable wholly or substantially to the same cause or source; shall not exceed the Per Claim Limit of Liability stated in the Schedule

5. Additional Activities/Mergers/Acquisitions

It is agreed that, subject to the terms, Exclusions and Conditions of the Policy, any similar activity commenced by the Insured during the Period of Insurance and any acquisition during the Period of Insurance of any company by the Insured is automatically insured by this Policy for any loss which occur after such acquisition until the following renewal date when details will be submitted to the Insurers, other than:-

- a) North America domiciled operations;
- b) Acquisitions where the turnover is greater than 10% of that declared at the inception of this Policy.

Notwithstanding (b) above, where the turnover of the acquisition exceeds 10% of that declared at inception or previous renewal date, or where the activity of the new acquisition is dissimilar to those conducted by the Insured at date of acquisition, cover will apply to such acquisition at the discretion of Insurers provided that the Insured declares it to the Insurers within 90 days of acquisition and pays any additional premium that may be required and further, subject to any further terms, Exclusions and Conditions that Insurers may impose to such acquisition.

6. Defects in Contract Works (automatically included)

This insurance is extended to indemnify the Insured for costs incurred in rectifying defects in the Insured's contract works or in the design plans or specifications of such works;

Provided that:-

- a) the Insured can prove to the reasonable satisfaction of the Insurers that the defect was the direct result of negligence in the performance of the Insured's Professional duties by or on behalf of the Insured in the course of the Insured's business;
- b) indemnity for the rectification of defects shall not extend to include the repair of damage to any other part of the contract works resulting from such defects.

EXCLUSIONS

The Insurers shall not be liable to indemnify the Insured in respect of claims:-

- a) for and/or arising out of inadequate accounting or imperfect control of accounts or the failure to procure:-
 - i) finance for any project;
 - ii) planning, zoning, or other central or regional government approvals, licenses, permits and the like;
 - iii) contract guarantees or suppliers guarantees;
- b) for breach of copyright or infringement of patent rights;
- c) arising out of the giving by the Insured of any express warranty or guarantee but this exclusion shall not apply to liability which would have attached to the Insured in the absence of such express warranty or guarantee;
- d) arising as a result of estimates or probable construction cost or cost estimates or estimates of profit or return on capital being exceeded unless such amounts are proved by the Insured to the satisfaction of the Insurers to be a direct consequence of defective design;
- e) arising from the use of faulty materials;
- f) which are insurable by Contractors All Risks and Public Liability policies;

Subject always to the terms, Exclusions and Conditions of the Policy.

Endorsements	
1.	It is a condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.
2.	Notwithstanding that the indemnity provided by this insurance is based on an each and every claim basis (Unlimited Per Policy Period), the liability of the Insurers for any claim or loss or number of claims or losses, even if involving a number of claims against the Insured by different persons: a) arising out of one occurrence; b) consequent upon or attributable wholly or substantially to the same cause or source; shall not exceed the Per Claim Limit of Liability stated in the Schedule

8. It is hereby noted and agreed that the cover provided under the joint venture to the policy will specifically include the Liability of Liebenberg & Stander International (Pty) Ltd arising out of their Participation in the SASA Consortium on the Conversion of Louis G. Murray Diamond Mining Vessel Project.
9. It is hereby declared and agreed that with effect from 01 October 2010 the following Project is included onto the policy as follows:
- Project: Contract WS- A-018-09; Design/Build of Metolong Water Treatment Works
Limit: R 40,000,000 in excess of current R 30,000,000
Excess: R 350,000
Retroactive Date: 01 October 2010
10. The deductible in respect of claims arising from work based on inadequate or sub-standard geotechnical reports / surveys will be increased to twice (2 x) the Professional Indemnity deductible each and every claim.
11. It is hereby noted and agreed that this insurance will not respond to any claims arising out of, directly or indirectly or in any way in connection with or relating to:-
- a) the death of or bodily injury to or illness or disease sustained by any person or any damage to property as a result of mining / water treatment / failure to supply water / failure to supply electricity or generate energy and related activities;
 - b) any guarantee, warranty or contractual agreement relating to the quantity, quality or output of any minerals / water / electricity / energy or any other matter related thereto;
- consequential losses, other than the cost of redesign, rectification, replacement and material damage as a consequence of the defect as a result of mining / water treatment / failure to supply water / failure to supply electricity or generate energy and related activities.
12. Due to human rights issues and political risks (in accordance with the above sanctions exclusion) we are unable to provide any cover in the following countries:
- a) Chad
 - b) CAR
 - c) Somalia
 - d) South Sudan
13. The Insurers shall not be liable to indemnify the Insured in respect of claims brought about or contributed to by the dishonest, criminal or malicious act or omission committed by or on behalf of the Insured

Schedule of Premium		
Professional Indemnity	Premium Excluding VAT	R 448,813.04
General Public Liability	Premium Excluding VAT	R 0.00
Broker Fee	Premium Excluding VAT	R 2,173.91
LRMS	Premium Excluding VAT	R 23,295.65
TOTAL PAYABLE	Total Premium Excluding VAT	R 474,282.60
	VAT @ 15%	R 71,142.40
	Total Premium Including VAT	R 545,425.00
Broker Commission (included in the Premiums above)		20%

In terms of a ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively and supercedes any policy documentation or renewal notice issued by Insurers for this purpose.

SHA°

risk
specialists

a division of **Santam**

Broker Fees

The Brokers to this transaction have requested Underwriters to include a statement in the Policy Schedule disclosing the additional fees charged by the Broker in terms of Section 8 (5) of the Short Term Insurance Act of 1998.

This disclosure does not purport to represent a full disclosure of all remuneration, fees, expenses or charges paid by the Insured to the Broker.

Neither Underwriter nor Insurers have any interest in, nor assume any obligation or liability in respect of the correctness of this disclosure.


Signed and approved by
SHA Risk Specialists
a division of Santam Limited at Johannesburg on

(RSP No. 9416)

29 March 2021



27 May 2021

Our ref: [REDACTED]
Direct Line: [REDACTED]

TO WHOM IT MAY CONCERN

Dear Sir / Madam

PROOF OF INSURANCE LETTER

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

BZA CONSULTING ENGINEERS CC / BZA ENGINEERING

- | | | |
|---------------------|---|---|
| 1. Cover | : | Professional Indemnity / Third Party Liability Insurance |
| Limit of indemnity | : | R10 000 000 each and every claim |
| 2. Cover | : | General Public Liability Insurance |
| Limit of indemnity | : | R10 000 000 each and every claim |
| Deductible | : | R20 000 each and every claim |
| Period of Insurance | : | 01 June 2021 to 31 May 2022 |
| Renewal Date | : | 01 June 2022 |
| Retroactive date | : | 01 April 2010 |
| Policy Number | : | [REDACTED] |
| Insurers | : | ITOO Special Risks (Pty) Ltd on behalf of Holland Insurance |

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

Yours faithfully

AON PROFESSIONAL RISKS



Aon South Africa (Pty) Ltd
The Branch

Non-Executive
Company Secretary: T Prozel

SHA

GJA Electrical Consulting Engineers CC.
Client name: _____
Eco Professional Indemnity Policy

This is to certify that in accordance with the authority granted under Section 48A of the Motor Vehicle Insurance Act No. 52 of 1993.

[illegible]

The Underwriter

Company Reg. Number

REG NUMBER

By

Santitas Limited

The Insult

Company Reg.

VAT Number:

ESP Number

and in consideration of the payment of the premium by the Insured or on his behalf and having agreed that any proposal or other information supplied by the Insured or on his behalf shall be the basis of this contract of Insurance, the Insured is agreed to indemnify the Insured subject to the terms, Exclusions and Conditions of this Insurance.

22-Oct-2020

11. Landesregierung

Day 4

Page 1 of 59

Page 2 of 59

Introduzi

- [illegible]

11. The company: The insured insured, if a company registered under the Companies Act, Act No. 71 of 2018.

WATSON N/A

Business: Mechanical and Electrical Engineer - Electrical engineering, including all jobs, presents and future similar activities of the insured and where appropriate, property owners and tenants; the provision of advice, support, training and welfare facilities for the benefit of the insured's staff

Postal Address:

Address:

Index

Santam Limited
(Reg. No:

[Redacted]

Broker: Insurance (Pty) Limited
Broker VAT No: [Redacted]
Broker Contact: [Redacted]
Broker Commission: [Redacted]

Policy No: 70007140411

TERMINAL LIMITS All Sections:
Worldwide but not in connection with any business carried on by the insured or from premises within or any contract for the performance of work within North America.

	Limit of Indemnity	Annually Aggregated	Deductible	Reinstatement Date	Premium
Professional Indemnity and Liability	Each Occurrence	Each Occurrence	Each Occurrence		
Professional Indemnity	R5 000 000	Each Occurrence	R10 000	01-Oct-1998	R23 687.00
Liability Following Employee Dishonesty	R5 000 000	Each Occurrence	R10 000	01-Oct-1998	Included in Professional Indemnity
Loss of Documents	R100 000	R100 000	R7 500	01-Oct-1998	R1.00
Fire Recovery	R250 000	R750 000	R5 000	01-Oct-1998	R1.00
Sub-Contractor Defaults	R5 000 000	Each Occurrence	R10 000	01-Oct-1998	Included in Professional Indemnity
Claims Preparation Costs	R100 000	R300 000	R2 500	01-Oct-1998	R1.00
Joint Venture and Consortium Agreements	R5 000 000	Each Occurrence	R10 000	01-Oct-1998	Included in Professional Indemnity
Other Costs					
Public Liability	R5 000 000	Each Occurrence	R10 000	01-Oct-1998	R1.00

	Limit of Indemnity	Annually Aggregated	Deductible	Reinstatement Date	Premium
Defamation - Employers Common Law Liability	Each Occurrence	Each Occurrence	Each Occurrence		
	R1 000 000	R 000 000	R10 000	01-Oct-1998	R1.00
	R5 000 000	Each Occurrence	R10 000	01-Oct-1998	Included in Public Liability

Summary Damages	R2 500 000	R 500 000	R10 000	01-Oct-1998	R1.00
Wrongful Arrest	R2 500 000	R 500 000	R10 000	01-Oct-1998	R1.00

Personal Accidental Schedule of Compensation

	Limit of Indemnity	Deductible	Premium
Circumstances	Maximum Compensation Per Person	Each Occurrence	
	Compensation Per Person		

Total Premium Excluding VAT	R20 687.00
15% VAT	R3 050.52
Broker Fee	R0.00
Total Due per (months)	R23 737.52

Additional rates or restrictions imposed by underwriter:

This policy is subject to the terms and conditions of the policy and the schedule of rates and conditions of cover, which are attached hereto and form part hereof.

IMPORTANT NOTE REGARDING BROKER FEE:
A broker policy fee of R100 per annum has been added to the total amount due. Your broker has advised that this fee has been agreed with you as the policyholder. SIA does not determine to retain any part of this fee and merely facilitates collection on behalf of your broker.

Period of Insurance:
From 01-Nov-2020 to 31-Oct-2021 (policyholders review of terms and conditions and any further period for which the insurance is to be renewed or extended is the policyholder's responsibility).

SHA[®]risk
specialists

underwritten by



Policy Schedule

Policy Number	
Broker	Pridesure (Pridetech cc t/a)
Insured	FJC Consulting Inc
Business	Land Surveying and Town Planning and no other purpose of this insurance
Period of Insurance	From : 01 October 2020
	To : 30 September 2021
Retroactive Date/s	01 October 2018
Insurer	Santam Limited

PROFESSIONAL INDEMNITY

Territorial Limits	Worldwide, excluding North America
--------------------	------------------------------------

Schedule of Limits of Indemnity/Liability			
Sections / Extensions	Per Claim	Per Policy Period	Excess / Deductible
Professional Indemnity	R 5,000,000	R 5,000,000	R 5,000
Public Liability	R 5,000,000	R 5,000,000	R 2,500
Liability Following Employee Dishonesty	R 5,000,000	Included in the Policy Period Limit shown above	R 5,000
Joint Venture and/or Consortium Agreements	R 5,000,000	Included in the Policy Period Limit shown above	R 5,000
Sub Contracted Duties	R 5,000,000	Included in the Policy Period Limit shown above	R 5,000
Defamation	R 100,000	R 300,000	R 5,000
Loss Of Documents	R 25,000	R 75,000	R 250
Statutory Defence Costs	R 100,000	R 300,000	R 5,000
Wrongful Arrest	R 100,000	R 300,000	R 5,000
Employee Liability	R 1,000,000	R 1,000,000	R 2,500

All amounts stated in this Policy are expressed exclusive of VAT. In settling claims the Insurer will add VAT at 15% to the VAT exclusive settlement to allow for a vendor insured's output VAT liability under section 8(8) of the VAT Act. For clarity it is noted that in cases where an excess/deductible is expressly recovered by the Insurer from the Insured the excess / deductible in terms of the policy does not constitute a consideration as defined in the VAT Act and as such has no VAT consequence.

Policy Number	[REDACTED]
Insured	FJC Consulting Inc

Endorsements	
1.	It is a condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.
2.	Insurers shall not indemnify and Insurers shall not be liable to pay any claim or provide any benefit hereunder where the indemnity, claim payment or provision of such benefit is contrary to the edicts, recorded principles, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America irrespective of enactment in the jurisdiction where indemnity or benefit is provided or payment made.
3.	Due to human rights issues and political risks (in accordance with the above sanctions exclusion) we are unable to provide any cover in the following countries: a) Chad b) CAR c) Somalia d) South Sudan
4.	Neither this Policy nor any benefit, interest or right in this Policy or to any proceeds of the Policy may be ceded without the prior written consent of the Insurer.
5.	The Insurers shall not be liable to indemnify the Insured in respect of claims for loss or damage (including detrimental change) and any consequence therefrom to any Data howsoever caused. Data means any information, facts or program stored as or on, created or used on, or transmitted to or from computer software.
6.	The Insurers shall not be liable to indemnify the Insured in respect of claims arising out of:- a) loss of money (including, but not limited to postal and money orders and Kruger Rands); b) theft or forgery.
7.	The Insurers shall not be liable to indemnify the Insured in respect of claims brought about or contributed to by the dishonest, criminal or malicious act or omission committed by or on behalf of the Insured.
8.	STATE CAPTURE EXCLUSION It is hereby understood and agreed that the Insurers shall not be liable to make any payment arising out of, based upon or attributable to any claim or loss or costs or expenses made against or incurred by the Insured arising out of, based upon, or attributable to any allegation of alleged or actual involvement in any act, omission, wrongdoing or breach of any kind arising from, attributable to or based upon any involvement in "State Capture" referred to in the Public Protector's Report dated 14 October 2014 or any subsequent report, investigation, judicial proceedings, judicial inquiry or commission or other inquiry by any official body in relation to any act of favouritism, bribery, corruption, gaining of profit or advantage of any kind to which the Insured is not legally entitled to at any entity or organ of state. Official body shall mean: any regulator, government body, government agency, parliamentary commission, official trade body, or any similar body having legal authority to investigate the affairs of the Insured or a client of the Insured, or the equivalent body in any other applicable jurisdiction.
9.	COVID-19 / Infectious Disease Exclusion Notwithstanding anything to the contrary in this Policy, this Policy does not provide any indemnity whatsoever for any claim, loss, liability, damage, cost, expense, judgement or award of any kind whatsoever which is or is alleged to be directly or indirectly caused by, based upon, contributed to, arising from or is in any way, directly or indirectly related to: 1. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or any variant or mutation of such virus; and/or 2. Coronavirus disease (COVID-19) or any variant or mutation of such disease; and/or 3. Any Infectious or Communicable Disease (whether asymptomatic or not), virus, bacterium, parasite and/or microorganism; and/or 4. Any epidemic, pandemic or health emergency declared or classified as such by the World Health Organization or any national, regional or local governmental authority; and/or 5. Any fear or threat of 1, 2, 3, or 4 above, whether actual or perceived.

Policy Number	
Insured	FJC Consulting Inc

For the purposes of this exclusion an **Infectious or Communicable Disease** is any infection or disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variant or mutation thereof, whether deemed living or not, and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the infection, disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of any property.

If the Insurers allege that, by reason of this exclusion, this Policy does not provide any indemnity, the burden of proving the contrary shall rest upon the Insured.

All other terms, Conditions and Exclusions of this Policy remain of full force and effect.

- The deductible in respect of Low Cost Housing Projects is R 5,000 per unit a maximum of R 50,000.
- The deductible in respect of claims arising from work based on inadequate or sub-standard geotechnical reports / surveys will be increased to twice (2x) the Professional Indemnity deductible, subject to a minimum of R 150,000 each and every claim

Schedule of Premium		
Section/s	Premium	
PROFESSIONAL INDEMNITY	Premium (Excl. VAT)	R 34,446.09
	VAT @ 15%	R 5,166.91
	Total Premium including VAT	R 39,613.00
	Broker Commission (Included in the Premiums above)	20%
In terms of a ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively and supercedes any policy documentation or renewal notice issued by Insurers for this purpose.		

Schedule of Instalments			
Instalments	Premium Amount	Broker Fees	Total Instalment (Including VAT and Fees)
1 x	R 9,903.24	R 0.00	R 9,903.24
8 x	R 3,301.08	R 0.00	R 3,301.08
1 x	R 3,301.12	R 0.00	R 3,301.12
TOTAL	R 39,613.00	R 0.00	R 39,613.00



Policy Schedule

Aon Professional Indemnity Complete Professional Indemnity Insurance Solutions for Architectural Professionals

It is hereby certified that the Insured is indemnified under Scheme No. [REDACTED]

Certificate Number			
Broker	Aon South Africa (Pty) Ltd		
Insurer	Santam Limited	Underwriter	Stalker Hutchison Admiral (PI)
Insured	Jono Trust		
(VAT no.)			
Business	Architectural Services as declared to and agreed by Underwriters		
Period of Insurance	From:	01	12 2020
	To:	30	11 2021
Retrospective Date	01/12/2014		

Schedule of Limits of Indemnity			
SECTION Extension	Per Claim	Per Policy Period	Deductible
PROFESSIONAL INDEMNITY	R5 000 000.00	Unlimited	R10 000.00
Liability Following Employee Dishonesty	R5 000 000.00	Unlimited	R10 000.00
Joint Venture (Consortium)	R5 000 000.00	Unlimited	R10 000.00
Sub Contracted Duties	R5 000 000.00	Unlimited	R10 000.00
Defamation	R1 000 000.00	Unlimited	R10 000.00
Criminal and Statutory Defence Costs	R1 000 000.00	Unlimited	R10 000.00
Wrongful Arrest	R1 000 000.00	Unlimited	R10 000.00
Fee Recovery	10% PI Limit Max R250 000	Unlimited	R10 000.00
Loss of Documents	R100 000.00	Unlimited	R250.00
Mitigation Expenses	Same as PI Limit Max R2.5m	PI limit max R2.5m	R10 000.00
Claims Preparation Costs	R100 000.00	Unlimited	R250.00
Court Attendance - Daily Limit R2.5k	R25 000.00	R25 000	R500.00
Breach of Confidentiality / Breach of Copyright / Intellectual Property Right	R250 000.00	Unlimited	R500.00
Defence Costs / Regulatory Body	R50 000.00	Unlimited	R500.00
PUBLIC LIABILITY	R5 000 000.00	Unlimited	R10 000.00

* Wherever Limits of Liability are stipulated within this Policy and Certificate they are deemed to be exclusive of VAT in terms of the Value-Added Tax Act (Act No 89 of 1991) or as amended. In settling claims the Insurer will add VAT at 15% to the VAT exclusive settlement to allow for a vendor insured's output VAT liability under section 8(9) of the VAT Act.

* If an excess is expressly recovered by the Insurer from the Insured the excess, does not constitute a consideration as defined in the VAT Act and as such has no VAT consequence.

Conditions / Endorsements

This policy does not cover "Arranging of Site Insurance"

Schedule of Premium & Additional Fees

Description	Amount
Professional Indemnity Premium (excluding VAT)	R 8 049.99
Broker Service Fee (excluding VAT)	R 695.65
Legal Risk Management Services Fee (excluding VAT)	R 695.65
Sub Total	R 9 441.29
VAT @ 15%	R 1 416.20
Total Amount Payable (including VAT)*	R 10 857.49

* In terms of SARS Binding General Ruling No. 14 this document together with proof of payment of premium constitutes a tax invoice, debit note or credit note as contemplated in sections 20(7)(a) and 21(5)(a) of the VAT Act

Total Commission earned by Aon	R 1 851.50
Binder Fee paid by Insurer	R 462.87

Aon is remunerated by insurers who pay commission to Aon in addition to a fee which is paid to Aon for various services we provide under a Binding Authority on behalf of insurers. Both the commission amount and Binder Fee amount are reflected in the above premium summary and do not increase your premium.

Issued and signed by Aon South Africa (Pty) Ltd

for and on behalf of Santam Limited at Johannesburg on 06/12/2020 10:19:51 AM

In accordance with the authority granted under
Section 48A of the Short Term Insurance Act No. 63 of 1998
to Stalker Hutchison Admiral (Pty) Ltd

On all services provided, Aon's Terms of Business Agreement as amended from time to time, are applicable and can be found at <http://www.aon.co.za/terms-of-trade> or will be sent to you upon request. Aon's Terms of Business Agreement sets out the general business relationship between Aon and its Clients and takes effect when we provide services to you or place insurance on your behalf. Please familiarise yourself with this document. If anything is unclear or needs further explanation please contact us. Aon holds Professional Indemnity and Fidelity Guarantee cover well in excess of the R1 million required in terms of legislation. Aon limits its liability to you to R15 million in the total aggregate in respect of the services it provides. More information on this is included in our Terms of Business Agreement.

Contact Us

Policy Queries

If you have any questions about your risk, policy or cover please contact your broker:

[REDACTED]
[REDACTED]
[REDACTED]

Legal Risk Management Services (if selected)

If you have any questions regarding legal risk management, contracts or CPD presentations please contact any of our legal advisors:

[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]

Claims Notifications

Any incidents or circumstances which may give rise to a claim, formal notifications or summons received, must be notified immediately to underwriters, through Aon South Africa.

Send to: Aon South Africa (Pty) Ltd

Attention: FSG Claims

[REDACTED]
[REDACTED]

Business Unit Manager

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Complaints/Compliments

We appreciate your feedback:

[REDACTED]

7 April 2021



To Whom It May Concern

PROOF OF PROFESSIONAL INDEMNITY AND PUBLIC LIABILITY INSURANCE

In our capacity as the insurance brokers to Ecosense CC, we confirm that our client has insurance cover in place as follows:

INSURER:	AC&E PI & Liability Underwriting Managers (Pty) Ltd
POLICY NO.:	[REDACTED]
INSURED:	Ecosense CC
COVER:	Professional indemnity
LIMIT OF INDEMNITY:	R2,000,000 each and every claim, inclusive of legal costs, expenses and excluding VAT, per period of insurance
EXCESS:	R10,000 each and every claim, VAT neutral
COVER:	General public liability
LIMIT OF INDEMNITY:	R1,000,000 each and every claim, each and every claim, inclusive of legal costs, expenses and excluding VAT, per period of insurance
EXTENSIONS OF COVER:	Joint Venture Agreements, Loss of Documents, Statutory Defence Costs, Wrongful Arrest and Sub-Consultants.
PERIOD OF INSURANCE:	01 April 2021 to and including 31 March 2022
RETROACTIVE COVER DATE:	07 July 2000

CFP Brokers CC is an Authorised Financial Services Provider
Specialist Liability Insurance Brokers | Professional Indemnity | Medical Malpractice | Directors' and Officers' Liability | Products' and General Public Liability
| Employment Practices Liability | Commercial Crime | Fidelity Guarantees

Page 1 of 2



TERRITORIAL LIMITS:

Worldwide excluding USA and Canada and any jurisdiction applying the laws of USA and Canada

The cover described above is subject to the terms, conditions and exclusions of the policy. We confirm that the annual premium due in respect of the above period of insurance is being paid by monthly debit order and that continued cover is subject to AC&E's monthly payment conditions being met.

Kind regards

[Redacted signature]

REPRESENTATIVE UNDER SUPERVISION

CCT Brokers CC is an Authorised Financial Services Provider (FSB) [Redacted]
Specialist Liability Insurance Brokers | Professional Indemnity | Medical Malpractice | Directors' and Officers' Liability | Products' and General Public Liability
No-fault Clinic Trial Cover | Cyber Liability | Employment Practices Liability | Commercial Crime | Fidelity Guarantee

Page 2 of 2

Aan / to Whom it may concern
Faks / fax per e-mail



Bevestiging van dekking / Confirmation of insurance

Hiermee bevestiging dat die ondergenoemde item/s soos op datum omvattend verseker is. Bevestig asseblief indien die belange van die finansierder ook deur die versekeraar noteer moet word/ Herewith confirmation of comprehensive insurance on date as described. Please confirm if the interests of the financing parties must be noted by the insurer.

Versekeraar / Insurer
Polisnommer / Policy number
Hermuwingsdatum / Renewal date
Versekerde naam / Insured name

Beskrywing van dekking / Description of cover
Versekerde waarde / Insured value
Dekking bevestig deur / Insurance confirmed by
Datum / date

Geteken / signed

ITOO
[Redacted]
01 Maart 2022
Safe Working Practice SA
East London
Kwazulu Natal
West-Coast
Namakwaaland
Southern Peninsula
Worcester
West Rand
East Rand
Western Cape
Southern Cape
Limpopo
Cape Town
Free State
Mpumalanga
Professionele Aanspreeklikheid
R10 000 000,00
Vinsure Brokers
23/02/2021
[Redacted Signature]

PART 4: PRICING SCHEDULE

C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.
2. While it is entirely at the tenderer's discretion as regards pricing the Schedules of Rates below, guideline tariffs of fees or indicative time based fee rates are gazetted annually by each of the built environment professional bodies, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable. Where applicable, tenderers must take into account the possible project types and fee categories when pricing the Schedules of Rates.

The tenderers attention is particularly drawn to MFMA Circular No. 82, issued by the National Treasury on 30 March 2016.

3. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work.

Quantity: The number of units of work for each item.

Rate: The agreed payment per unit of measurement.

Amount: The product of the quantity and the agreed rate for an item.

Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.

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

Provider, the Service Provider will typically be required to invite three quotations from suitably qualified sub consultants/contractors. 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.

8. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Activity Schedule. This provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.
9. The categories of persons (A, B, C, and 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).
10. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
11. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, and prices for normal and additional services rendered.
12. The following table shall be used for proportioning the tendered basic fee for normal services, for each discipline, over the various stages of the services:

Inception	5
Concept and Viability	25
Design Development	25
Documentation and Procurement	15
Contract administration and inspection	25
Close Out	5

"Close-Out" may be included under the Contract Administration and Inspection Stage of the Service, in which case the Service Provider will then be required, at the time of issue of the Certificate of Completion (to the Contractor) to claim the total fee (100%) for normal services, less a 5% retention amount of the total fee.

The retention will be released on successful completion of the contractor's defects liability period.

If the Contractor is in default which results in delay, or if an extension of time is granted in respect of which there is no adjustment of the contract price/value, then the Service Provider shall be entitled to 25% of the full fee pro-rated for the period in question for Contract Administration and Inspection (in addition to construction monitoring charges) as follows:

Rate per week for additional contract administration and inspections = percentage points for Stage 5 x percentage basic fee tendered x final construction contract price/value / final contract duration up to practical completion/taking-over (including any valid extensions of time), applied to the delay period (in weeks).

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 kilometre rate will be as per the published SARS rate
16. Tenderers are to note that the planning for this contract is based on a three-year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.
17. The employer's budget is guided by the Housing Subsidy Quantum as released by the Western Cape Provincial Government and the Guideline Scope of Tariff of Fees from the National Department of Human Settlements detailing a cost breakdown for Subsidy Housing Policy Framework and Programme Guidelines.
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. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
20. Clause F.2.13.11 in Part T1.2 Tender Data shall be applicable to the submission of Activity Schedules which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Activity Schedules.

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

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

Activity Schedule

Item 1: Project Management Services-Please see Scope of Works C3.1			
Item 1.1: Please provide Time Related Fees for Planning, Studies, Investigations and Assessments as described in the Scope of Work			
Item	Description	Unit	Rate (Rand and Cents)
	Project Management Services		
1.1.1	Category A	Hr	650
1.1.2	Category B	Hr	650
1.1.3	Category C	Hr	500
1.1.4	Category D	Hr	350
Item 1.2: Please provide Time Related Fees for Normal Services as described in the Scope of Work			
Item	Description	Unit	Rate (Rand and Cents)
	Project Management Services		
1.2.1	Category A	Hr	650
1.2.2	Category B	Hr	650
1.2.3	Category C	Hr	500
1.2.4	Category D	Hr	350
Item 1.3: Please provide Time Related Fees for Additional Services described in the scope of work			
Item	Description	Unit	Rate (Rand and Cents)
	Project Management Services		
1.3.1	Category A	Hr	650
1.3.2	Category B	Hr	650
1.3.3	Category C	Hr	500
1.3.4	Category D	Hr	350
1.3.5	Providing Mentorship to City of Cape Town Staff	Hr	400
Item 2: Civil Engineering Services-Please see Scope of Works			
Item 2.1: Please provide Time Related Fees for Planning, Studies, Investigations and Assessments as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
	Civil Engineering Services		
2.1.1	Category A	Hr	650
2.1.2	Category B	Hr	650
2.1.3	Category C	Hr	500
2.1.4	Category D	Hr	350
Item 2.2: Please provide Time Related Fees for Normal Services as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)

	Civil Engineering Services: Stage 1-Inception		
2.2.1	Category A	Hr	650
2.2.2	Category B	Hr	650
2.2.3	Category C	Hr	500
2.2.4	Category D	Hr	350
	Civil Engineering Services :Stage 2 – Concept and Viability		
2.2.5	Category A	Hr	650
2.2.6	Category B	Hr	650
2.2.7	Category C	Hr	500
2.2.8	Category D	Hr	350
	Civil Engineering Services: Stage 3 – Design Development		
2.2.9	Category A	Hr	650
2.2.10	Category B	Hr	650
2.2.11	Category C	Hr	500
2.2.12	Category D	Hr	350
	Civil Engineering Services: Stage 4 – Documentation and Procurement		
2.2.13	Category A	Hr	650
2.2.14	Category B	Hr	650
2.2.15	Category C	Hr	500
2.2.16	Category D	Hr	350
	Civil Engineering Services: Stage 5 – Contract Administration and Inspection		
2.2.17	Category A	Hr	650
2.2.18	Category B	Hr	650
2.2.19	Category C	Hr	500
2.2.20	Category D	Hr	350
	Civil Engineering Services: Stage 6 – Close-Out		
2.2.21	Category A	Hr	650
2.2.22	Category B	Hr	650
2.2.23	Category C	Hr	500
2.2.24	Category D	Hr	350
Item 2.3: Please provide Time Related Fees for Additional Services as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
	Civil Engineering Services: Those services not classified as Normal services		
2.3.1	Category A	Hr	650
2.3.2	Category B	Hr	650
2.3.3	Category C	Hr	500
2.3.4	Category D	Hr	350
2.3.5	Applying for Wayleaves	Hr	200
2.3.6	Act as leader of professional team	Hr	650
2.3.6	Services related to preferential procurement	Hr	200

2.3.7	Providing Mentorship to City of Cape Town Staff	Hr	400
2.3.8 Provide Construction Monitoring Services			
Item	Description	Unit	Rate (Rand and Cents)
Civil Engineering Services: Construction Monitoring Level 1			
2.3.8.1	Category C	Hr	350
2.3.8.2	Category D	Hr	200
Civil Engineering Services: Construction Monitoring Level 2			
2.3.8.3	Category C	Hr	350
2.3.8.4	Category D	Hr	200
Civil Engineering Services: Construction Monitoring Level 3			
2.3.8.5	Category C	Hr	350
2.3.8.6	Category D	Hr	200

Item 3: Electrical Engineering Services-Please see Scope of Works			
Item 3.1: Please provide Time Related Fees for Planning, Studies, Investigations and Assessments as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
Electrical Engineering Services			
3.1.1	Category A	Hr	650
3.1.2	Category B	Hr	650
3.1.3	Category C	Hr	500
3.1.4	Category D	Hr	350
Item 3.2: Please provide Time Related Fees for Normal Services as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
Electrical Engineering Services: Stage 1-Inception			
3.2.1	Category A	Hr	650
3.2.2	Category B	Hr	650
3.2.3	Category C	Hr	500
3.2.4	Category D	Hr	350
Electrical Engineering Services :Stage 2 – Concept and Viability			
3.2.5	Category A	Hr	650
3.2.6	Category B	Hr	650
3.2.7	Category C	Hr	500
3.2.8	Category D	Hr	350
Electrical Engineering Services: Stage 3 – Design Development			
3.2.9	Category A	Hr	650
3.2.10	Category B	Hr	650
3.2.11	Category C	Hr	500

3.2.12	Category D	Hr	350
Electrical Engineering Services: Stage 4 – Documentation and Procurement			
3.2.13	Category A	Hr	650
3.2.14	Category B	Hr	650
3.2.15	Category C	Hr	500
3.2.16	Category D	Hr	350
Electrical Engineering Services: Stage 5 – Contract Administration and Inspection			
3.2.17	Category A	Hr	650
3.2.18	Category B	Hr	650
3.2.19	Category C	Hr	500
3.2.20	Category D	Hr	350
Electrical Engineering Services: Stage 6 – Close-Out			
3.2.21	Category A	Hr	650
3.2.22	Category B	Hr	650
3.2.23	Category C	Hr	500
3.2.24	Category D	Hr	350
Item 3.3: Please provide Time Related Fees for Additional Services as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
Electrical Engineering Services: Those services not classified as Normal services			
3.3.1	Category A	Hr	650
3.3.2	Category B	Hr	650
3.3.3	Category C	Hr	500
3.3.4	Category D	Hr	350
3.3.5	Applying for Wayleaves	Hr	200
3.3.6	Act as leader of professional team	Hr	650
3.3.7	Services related to preferential procurement	Hr	200
3.3.8	Providing Mentorship to City of Cape Town Staff	Hr	400
3.3.8 Provide Construction Monitoring Services			
Item	Description	Unit	Rate (Rand and Cents)
Electrical Engineering Services: Construction Monitoring Level 1			
3.3.8.1	Category C	Hr	350
3.3.8.2	Category D	Hr	200
Electrical Engineering Services: Construction Monitoring Level 2			
3.3.8.3	Category C	Hr	350
3.3.8.4	Category D	Hr	200
Electrical Engineering Services: Construction Monitoring Level 3			
3.3.8.5	Category C	Hr	350
3.3.8.6	Category D	Hr	200

Item 4: Structural Engineering Services-Please see Scope of Works			
Item 4.1: Please provide Time Related Fees for Planning, Studies, Investigations and Assessments as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
Structural Engineering Services			
4.1.1	Category A	Hr	650
4.1.2	Category B	Hr	650
4.1.3	Category C	Hr	500
4.1.4	Category D	Hr	350
Item 4.2: Please provide Time Related Fees for Normal Services as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
Structural Engineering Services: Stage 1-Inception			
4.2.1	Category A	Hr	650
4.2.2	Category B	Hr	650
4.2.3	Category C	Hr	500
4.2.4	Category D	Hr	350
Structural Engineering Services: Stage 2 – Concept and Viability			
4.2.5	Category A	Hr	650
4.2.6	Category B	Hr	650
4.2.7	Category C	Hr	500
4.2.8	Category D	Hr	350
Structural Engineering Services: Stage 3 – Design Development			
4.2.9	Category A	Hr	650
4.2.10	Category B	Hr	650
4.2.11	Category C	Hr	500
4.2.12	Category D	Hr	350
Structural Engineering Services: Stage 4 – Documentation and Procurement			
4.2.13	Category A	Hr	650
4.2.14	Category B	Hr	650
4.2.15	Category C	Hr	500
4.2.16	Category D	Hr	350
Structural Engineering Services: Stage 5 – Contract Administration and Inspection			
4.2.17	Category A	Hr	650
4.2.18	Category B	Hr	650
4.2.19	Category C	Hr	500
4.2.20	Category D	Hr	350
Structural Engineering Services: Stage 6 – Close-Out			
4.2.21	Category A	Hr	650
4.2.22	Category B	Hr	650
4.2.23	Category C	Hr	500
4.2.24	Category D	Hr	350
Item 4.3: Please provide Time Related Fees for Additional Services as described in the Scope of Work C3.1			

Item	Description	Unit	Rate (Rand and Cents)
	Structural Engineering Services: Those services not classified as Normal services		
4.3.1	Category A	Hr	650
4.3.2	Category B	Hr	650
4.3.3	Category C	Hr	500
4.3.4	Category D	Hr	350
4.3.5	Applying for Wayleaves	Hr	200
4.3.6	Act as leader of professional team	Hr	650
4.3.7	Services related to preferential procurement	Hr	200
4.3.8	Providing Mentorship to City of Cape Town Staff	Hr	400
4.3.8 Provide Construction Monitoring Services			
Item	Description	Unit	Rate (Rand and Cents)
	Structural Engineering Services: Construction Monitoring Level 1		
4.3.8.1	Category C	Hr	350
4.3.8.2	Category D	Hr	200
	Structural Engineering Services: Construction Monitoring Level 2		
4.3.8.3	Category C	Hr	350
4.3.8.4	Category D	Hr	200
	Structural Engineering Services: Construction Monitoring Level 3		
4.3.8.5	Category C	Hr	350
4.3.8.6	Category D	Hr	200

Item 5: Environmental Practitioner Services-Please see Scope of Works			
Item 5.1: Please provide Time Related Fees for Planning, Studies, Investigations and Assessments as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
Environmental Services			
5.1.1	Environmental Practitioner	Hr	650
5.1.2	Environmental Practitioner Assistant	Hr	300
Item 5.2: Please provide Time Related Fees for Normal Services as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
5.2.1	Environmental Practitioner	Hr	650
5.2.2	Environmental Practitioner Assistant	Hr	300

Item 6: Heritage Practitioner Services-Please see Scope of Works			
Item 6.1: Please provide Time Related Fees for Planning, Studies, Investigations and Assessments as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
Heritage Services			
6.1.1	Heritage Practitioner	Hr	650
6.1.2	Heritage Practitioner Assistant	Hr	300
Item 6.2: Please provide Time Related Fees for Normal Services as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)

6.2.1	Heritage Practitioner	Hr	650
6.2.2	Heritage Practitioner Assistant	Hr	300

Item 7: Fresh Water Ecologist Services-Please see Scope of Works			
Item 7.1: Please provide Time Related Fees for Planning, Studies, Investigations and Assessments as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
Fresh Water Ecologist Services			
7.1.1	Fresh Water Ecologist	Hr	650
Item 7.2: Please provide Time Related Fees for Normal Services as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
7.2.1	Fresh Water Ecologist	Hr	650
Item 8: Botanical Services-Please see Scope of Works			
Item 8.1: Please provide Time Related Fees for Planning, Studies, Investigations and Assessments as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
Botanical Services			
8.1.1	Botanist	Hr	650
Item 8.2: Please provide Time Related Fees for Normal Services as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
8.2.1	Botanist	Hr	650

Item 9: Social Facilitation Services-Please see Scope of Works			
Item 9.1: Please provide Time Related Fees for Planning, Studies, Investigations and Assessments as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
Social Facilitation Services			
9.1.1	Facilitator	Hr	400
Item 9.2: Please provide Time Related Fees for Normal Services as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
9.2.1	Facilitator	Hr	400
Item 10: Beneficiary Administration Services-Please see Scope of Works			

Item 10.1: Please provide Time Related Fees for Planning, Studies, Investigations and Assessments as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
Beneficiary Administration Services			
10.1.1	Administrator	Hr	550
Item 10.2: Please provide Time Related Fees for Normal Services as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
10.2.1	Administrator	Hr	550

Item 11: Land Surveying Services-Please see Scope of Works			
Item 11.1: Please provide Time Related Fees for Planning, Studies, Investigations and Assessments as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
Land Surveying Services			
11.1.1	Professional Land Surveyor	Hr	650
11.1.2	Field Work	Hr	500
11.1.3	Office Work	Hr	350

Item 12: Town Planning Services-Please see Scope of Works			
Item 12.1: Please provide Time Related Fees for Planning, Studies, Investigations and Assessments as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
Town Planning Services			
12.1.1	Principal > 10 years	Hr	650
12.1.2	Associates and Managers	Hr	650
12.1.3	Staff with direct responsibility towards the project	Hr	500
12.1.4	Salaried Staff working under control or under supervision	Hr	350
Item 12.2: Please provide Time Related Fees for Normal Services as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
12.2.1	Principal > 10 years	Hr	650
12.2.2	Associates and Managers	Hr	650
12.2.3	Staff with direct responsibility towards the project	Hr	500
12.2.4	Salaried Staff working under control or under supervision	Hr	350
Item 12.3: Please provide Time Related Fees for Additional Services as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
	Those services not classified as Normal services		

12.3.1	Principal > 10 years	Hr	650
12.3.2	Associates and Managers	Hr	650
12.3.3	Staff with direct responsibility towards the project	Hr	500
12.3.4	Salaried Staff working under control or under supervision	Hr	350
12.3.5	Act as leader of professional team	Hr	600
12.3.6	Services related to preferential procurement	Hr	300
12.3.7	Providing Mentorship to City of Cape Town Staff	Hr	400

Item 13: Urban Designing Services-Please see Scope of Works			
Item 13.1: Please provide Time Related Fees for Planning, Studies, Investigations and Assessments as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
Urban Designing Services			
13.1.1	Principal > 10 years	Hr	650
13.1.2	Senior Registered Urban Designer > 7 Years	Hr	650
13.1.3	Registered Urban Designer	Hr	500
13.1.4	Urban Designer in Training	Hr	350
Item 13.2: Please provide Time Related Fees for Normal Services as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
13.2.1	Principal > 10 years	Hr	650
13.2.2	Senior Registered Urban Designer > 7 Years	Hr	650
13.2.3	Registered Urban Designer	Hr	500
13.2.4	Urban Designer in Training	Hr	350

Item 14: Landscape Architecture Services-Please see Scope of Works			
Item 14.1: Please provide Time Related Fees for Planning, Studies, Investigations and Assessments as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
Landscape Architectural Services			
14.1.1	Principal > 7 years	Hr	650
14.1.2	Associates and Managers	Hr	650
14.1.3	Staff with direct responsibility towards the project	Hr	500
14.1.4	Salaried Staff working under control or under supervision	Hr	350
Item 14.2: Please provide Time Related Fees for Normal Services as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
14.2.1	Principal > 7 years	Hr	650
14.2.2	Associates and Managers	Hr	650

14.2.3	Staff with direct responsibility towards the project	Hr	500
14.2.4	Salaried Staff working under control or under supervision	Hr	350

Item 15: Quantity Surveying Services-Please see Scope of Works			
Item 15.1: Please provide Time Related Fees for Planning, Studies, Investigations and Assessments as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
Quantity Surveying Services			
15.1.1	Principal > 7 years	Hr	650
15.1.2	Associates and Managers	Hr	650
15.1.3	Staff with direct responsibility towards the project	Hr	500
15.1.4	Salaried Staff working under control or under supervision	Hr	350
Item 15.2: Please provide Time Related Fees for Normal Services as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
15.2.1	Principal > 7 years	Hr	650
15.2.2	Associates and Managers	Hr	650
15.2.3	Staff with direct responsibility towards the project	Hr	500
15.2.4	Salaried Staff working under control or under supervision	Hr	350
Item 15.3: Please provide Time Related Fees for Additional Services as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
Quantity Surveying Services: Those services not classified as Normal services			
15.3.1	Principal > 7 years	Hr	650
15.3.2	Associates and Managers	Hr	650
15.3.3	Staff with direct responsibility towards the project	Hr	500
15.3.4	Salaried Staff working under control or under supervision	Hr	350
15.3.5	Act as leader of professional team	Hr	650
15.3.6	Services related to preferential procurement	Hr	200
15.3.7	Providing Mentorship to City of Cape Town Staff	Hr	400

Item 16: Clerk Of Works Top Structures-Please see Scope of Works			
Item 16.1: Please provide Time Related Fees for Planning, Studies, Investigations and Assessments as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
Clerk of Works Top Structures-Level 1			
16.1.1	Category C	Hr	400
16.1.2	Category D	Hr	220
Clerk of Works Top Structures-Level 2			

16.1.3	Category C	Hr	400
16.1.4	Category D	Hr	220
Clerk of Works Top Structures-Level 3			
16.1.5	Category C	Hr	400
16.1.6	Category D	Hr	220

Item 17: Occupational Health and Safety Services-Please see Scope of Works			
Item 17.1: Please provide Time Related Fees for Planning, Studies, Investigations and Assessments as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
17.1.1	Professional Construction Health and Safety Agent	Hr	650
Item 4.2: Please provide Time Related Fees for Normal Services as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
17.2.1	Professional Construction Health and Safety Agent	Hr	650
Item 17.3: Please provide Time Related Fees for Additional Services as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
	Occupational Health and Safety Services: Those services not classified as Normal services		
17.3.1	Professional Construction Health and Safety Agent	Hr	650

Item 18: Specialist Services-Please see Scope of Works			
Item 18.1: Please provide Time Related Fees for Planning, Studies, Investigations and Assessments as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
Specialist Services			
18.1.1	Environmental Control Officer	Hr	500
18.1.2	Geotechnical Engineer	Hr	1200
18.1.3	Transport Engineer	Hr	650
Item 18.2: Please provide Time Related Fees for Normal Services as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
Specialist Services			
18.2.1	Environmental Control Officer	Hr	500
18.2.2	Geotechnical Engineer	Hr	1200
18.2.3	Transport Engineer	Hr	650
Item 18.3: Please provide Time Related Fees for services that fall beyond the scope of Normal Services as described in the Scope of Work C3.1			
Item	Description	Unit	Rate (Rand and Cents)
Specialist Services			
18.3.1	Environmental Control Officer	Hr	500
18.3.2	Geotechnical Engineer	Hr	1200

18.3.3	Transport Engineer	Hr	650
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Item No. 19: Recoverable Expenses (Disbursements) – all disciplines

Item No.	Description	Unit	Rate
19.1	Size A0 (Monochrome)	No.	50
19.2	Size A1 (Monochrome)	No.	30
19.3	Size A2 (Monochrome)	No.	20
19.4	Size A3 (Monochrome)	No.	5
19.5	Size A4 (Monochrome)	No.	1
19.6	Size A0 (Colour)	No.	75
19.7	Size A1 (Colour)	No.	45
19.8	Size A2 (Colour)	No.	30
19.9	Size A3 (Colour)	No.	10
19.10	Size A4 (Colour)	No.	2
19.11	Size A0 (Film)	No.	103
19.12	Size A1 (Film)	No.	58
19.13	Size A2 (Film)	No.	40
19.14	Size A3 (Film)	No.	25
19.15	Size A4 (Film)	No.	20
19.16	Laminated posters: Size A0 (Colour)	No.	100
19.17	Laminated posters: Size A1 (Colour)	No.	80
19.18	Laminated posters: Size A2 (Colour)	No.	60
19.19	Compilation and binding of reports/tender documents, books of drawings, etc.	No.	20
19.20	Electronic Data provided on Compact Disk.	No.	5
19.21	Provision of Personal Computer	Month	1000
19.22	Travel expenses	km	3.61
19.23	Travel expenses (4 X 4)	km	4.61
19.24	Other Costs incurred on behalf of and with the approval of the Employer	Prov Sum	2000000
19.25	Extra over item 1.4.3 above in respect of all other costs, overhead charges and profit.	%	5

CITY OF CAPE TOWN

HUMAN SETTLEMENTS: INFORMAL SETTLEMENTS

CONTRACT NO. 33C/2021/22

DECLARATION (In respect of completeness of Tender)

City of Cape Town
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender NO 33C/2021/22: FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF INFORMAL SETTLEMENTS WITHIN THE CITY OF CAPE TOWN has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause C.3.2 in Part T1.2 Tender Data.

SIGNATURE OF TENDERER/S

20 September 2021

DATE

Tender
Part T2: Returnable Documents
Reference No 33C/2021/22

T2.2
Returnable Schedules

PART C3: SCOPE OF WORK

- C3.1** **Scope of Work**
- C3.2** **Annexes**

CITY OF CAPE TOWN

HUMAN SETTLEMENTS: INFORMAL SETTLEMENTS

CONTRACT NO. 33C/2021/22

FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF INFORMAL SETTLEMENTS WITHIN THE CITY OF CAPE TOWN

C3.1 Scope of Work

CONTENTS

1. INTRODUCTION
2. BACKGROUND
3. EMPLOYER'S OBJECTIVE
4. DESCRIPTION OF THE SERVICES REQUIRED
5. EXTENT OF THE SERVICES
6. USE OF REASONABLE SKILL AND CARE
7. BRIEF77
8. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS
9. APPROVALS
10. PROCUREMENT
11. FORMAT OF COMMUNICATION
12. KEY PERSONNEL
13. MANAGEMENT MEETINGS

1. INTRODUCTION

The City of Cape Town has a mandate to perform various services and upgrades within informal settlements in the boundaries of the Cape Metropolitan Municipality.

Within the City of Cape Town more than 250 000 households live in informal dwellings in disadvantaged conditions with inadequate security and shelter.

Providing services to informal settlements is challenging due to the unique topography, density and location of settlements.

The City must consider its impact on Cape Town and its communities, so that it is able to appropriately respond and enable guidance for its partners. From 2018 to 2028, Cape Town is anticipated to grow by roughly 800 000 inhabitants. To accommodate this growth, as well as manage the existing housing demand, it is estimated that approximately 500 000 housing opportunities need to be created per year by the public and private sector jointly between now and 2028. Currently, the public and private sector are developing, on average, less than 20 000 housing opportunities per year.

This rate of delivery by both the public and private sector will result in a shortfall of approximately 30 000 formal housing opportunities every year.

Households that cannot find a place within the formal housing system turn to informality in the form of backyarding, erecting informal structures on land not suitable for habitation development, or building residential properties without approved building plans to resolve their housing needs. The negative impact of unplanned informality results in residents not receiving the full benefit of urban services such as safety, location to transport, education, and job opportunities. This causes strain on infrastructure project planning and service delivery, which exacerbates social tensions and leads to unrest.

2. BACKGROUND

The services required in terms of this brief extend mainly towards civil, geotechnical and electrical design, approvals, compilation of tender documentation, procurement and monitoring of the construction of the infrastructure services, the provision of serviced erven pertaining to the informal settlement indicated.

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

The City of Cape Town is the biggest developer of infrastructure for human settlement needs in the metro.

3. EMPLOYER'S OBJECTIVE

The employer's objective is to procure the services of Consultants with the necessary expertise for a period of seven years to assist in the various tasks inclusive of and related to the following:

- Informal settlements area Development Frameworks and Precinct Planning.
- To prepare statutory applications (EIA, HIA, TIA etc.)
- Planning Services
- Implementation frameworks
- Bulk services and reticulation investigations design and construction and contract management
- Engineering, Architectural, Survey and Draughting/GIS Services
- Public and Community engagement
- Enumeration surveys and community profiling
- Construction Design and Implementation of new developments, repairs, renovations, alterations and additions to facilities and infrastructure.

4. DESCRIPTION OF THE SERVICES REQUIRED

4.1 Project Manager

The Project Manager shall lead and manage the appointed professional team.

The Project Manager shall be responsible for the following:

Co-ordinating and driving all the work streams to ensure all stakeholders perform and contribute so that the project targets and objectives are achieved and completed in the shortest possible time. Workshop proposed layouts with the relevant supply authorities

Project Communication will include the following duties:

- The Project Manager shall report directly to the City's internal Project Manager assigned to the project. All deliverables will be submitted to the City's Project Manager as draft documents for review and comment;
- Organising and chairing regular meetings of the Professional Team;
- Arranging and attending Project Steering Committee meetings;
- Secretarial services for the Professional Team and Project Steering Committee;
- Programme and budget updates must be provided at monthly meetings;
- Applying for project approval and funding from Provincial Government;
- Provincial Government must be provided with any information they require in terms of their subsidy and project approvals.

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

The Professional Team will comprise the Project Manager, Geotechnical Engineer, Civil Engineer, , Health and Safety Officer, Land Surveyor, Site Engineer (Civils), Environmental Control Officer, Community Facilitator, , relevant City & Provincial officials.

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

Time Management: including the preparing and updating of a project programme, and ensuring adherence to it by all professionals and contractors.

Risk Management: including the identification of, assessment of, ongoing control of and mitigation measures against risk. Putting Risk Management plan in place.

Cost Management: including budgeting all sources of finance – state housing subsidy, ISUPG (if required), the City's contribution to the increased service levels, end-user finance and beneficiary contributions. The applications to Province for project approval and subsidy funds will also form part of the brief.

Construction Quality:

- a) The Project Manager will ensure that the individual properties are registered.
- b) The Project Manager is responsible for the timeous submission of all plans for registration with, scrutiny and acceptance by Council's Line Departments.
- c) The Project Manager will ensure that the contractor gives adequate notice of commencement of work.
- d) The Project manager will set up a robust quality management system including records of inspection, testing and acceptance of materials and completed work, and ensure that this is maintained for the duration of the project
- e) Progress payment certificates issued by the Project Manager must be rigorously correlated to the quality management system.
- f) Original records of the quality management system must be kept off-site with copies on site for ease of reference during physical audits

Government Initiatives such as the Extended Public Works Programme (EPWP). The trenching for water pipes and sewers should be done within EPWP principles to generate some local employment. The Project Manager is to ensure that the Civil Contractor implement the EPWP principles, including recruitment and accredited training of unemployed people, and in service training. The Contractor must have on their staff managers and supervisors who have been certified by accredited training institutions to implement EPWP projects. The Project Manager will ensure that proper records are kept of all EPWP initiatives.

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

4.2 Civil Engineer

The Civil Engineer shall be responsible for the following:

Inception

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

Concept and Viability

- Agree documentation programme with principal consultant and other consultants involved.
- Attend design and consultant's meetings

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

Design and Development

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

Documentation and Procurement

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

Construction

- Attend site handover.
- Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- Carry out contract administration procedures in terms of the contract.
- Prepare schedules of predicted cash flow.
- Prepare pro-active estimates of proposed variations for client decision making. □ Attend regular site, technical and progress meetings.
- Review the Contractor's quality control programme and advice and agree a quality assurance plan.
- Inspect the works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works as described in more detail in stage 3 for level 1: periodic construction monitoring.

- Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.
- Adjudicate and resolve financial claims by contractor(s).
- Assist in the resolution of contractual claims by the contractor.
- Establish and maintain a financial control system.
- Clarify details and descriptions during construction as required.
- Prepare valuations for payment certificates to be issued by the principal agent.
- Instruct witness and review all tests and mock ups carried out both on and off site.
- Check and approve contractor drawings for design intent.
- Update and issue drawings register.
- Issue contract instructions as and when required.
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- Inspect the works and issue practical completion and defects lists.
- Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals

Close out

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

The Scope of Work includes the design, documentation, construction supervision and administration of the electrical reticulation for the housing project

Site Inspection, Pre-planning & Assessment of Existing Services

The Engineer will need to assess the bulk services capacities, assessment reports and development feasibilities of the site.

The professional team shall inspect the proposed sites to familiarize themselves with the nature of the sites and the conditions under which work (both the provision of professional services and construction work by others) will be executed.

The Employer will make arrangements to make all record drawings relating to the site available to the Engineer at no cost. However, it is the Engineers responsibility to locate, search through and collate all available data, drawings and plans necessary to provide the service required in terms of this contract. Any investigations required to corroborate the as-built information provided, shall be the responsibility of the Engineer and shall be allowed for in the fee tendered. Any specialist investigation required may only be carried out with the approval of the Employer and shall be paid for as a recoverable expense.

Preliminary Design

- The Engineer will give input to the design of the most cost effective civil services layout and draft a preliminary engineering services design according to approved City of Cape Town engineering service standards for the provision of the required water reticulation, sewer, roads and storm water networks to all the proposed residential sites.
- The Engineer will ascertain the status and condition of existing engineering services and recommend any necessary repairs and rehabilitation.
- In this regard the Engineer will be required to prepare preliminary cost estimates for repairs and for various options for additional services prior to the finalization of the revised sub-divisional layout.
- The Engineer shall be responsible for all service enquiries, wayleave applications and obtaining the necessary authority or permission from the Service Authorities to carry out all work in terms of this project. All applications in this respect must be carried out timeously.

Final Design and Documentation

Upon the finalization and approval of the revised sub divisional layout, housing typologies and engineering servicing options, the Engineer shall finalize the civil services design and produce detail design drawings, specifications and the necessary tender documentation. A set of draft plans and draft tender/contract documents shall be submitted to the Employer for comment and approval prior to going out to tender. All drafts must be thoroughly checked by the Project Manager (to be appointed as part of separate tender) prior to submission. The tender/contract document shall be submitted to the Employer for checking at least two weeks prior to tenders being advertised. The Engineer shall supply the Employer with an electronic copy (on CD) of the tender/contract document once approved.

The Engineer shall be required to:

- Prepare design working drawings and tender documentation that will favour labour intensive construction methods in accordance with the Expanded Public Works Programme (EPWP).
- Obtain approval of the abovementioned designs by the Technical Project Committee and the relevant City of Cape Town engineering branches.

The construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) format. The Engineer shall liaise with the Employer during the preparation of the contract document to determine any other specific requirements that the Employer may have in this regard.

On approval of all Civil Engineering detail design drawings, two sets of paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Engineer. All other prints issued henceforth shall carry the words "Initial version signed on (date)" at the signature location in the title block.

The Engineer shall be responsible for providing the Employer with the required number of (hard) copies of their respective plans and tender documents for tender purposes.

Tender Stage

The Engineer shall be required to prepare and duplicate tender documentation, call for tenders, evaluate the tenders received, complete a tender report, and assist the Project Manager with the award of a contract to the successful tenderer.

Construction Management

The Engineer shall be required to:

- Prepare and maintain a Construction Programme in consultation with the Project Manager and awarded contractor to be agreed upon by all relevant parties.
- Deploy a competent and appropriately experienced Clerk of Works and sufficient support staff to monitor the quality of materials supplied and the quality of workmanship during the construction the construction of the works.
- Ensure adherence to all relevant EPWP construction methods and reporting requirements throughout the duration of the contract period.

On completion of the installation of the civil engineering services the Engineer shall issue a final completion certificate, certifying that all work has been installed as per the approved design and quality standards.

4.2.1. Planning, Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of Board Notice 138 of 2015: Guideline of Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below.

4.2.2 Normal Services

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 138 of 2015: Guideline of Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below. 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 subconsultants/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, Occupational Health and Safety Agreement Part C1, refers).

4.2.3 Additional Services

(1) The provision of additional services pertaining to all stages of the project as anticipated in Clause 3.3.1 of Board Notice 138 of 2015: Guideline of Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer. (2) The provision of construction monitoring service as described in Clause 3.3.2 of Board Notice 138 of 2015: Guideline of Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Brief (Clause 5) below, will be based on the rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer

4.3 Electrical Engineer

The Electrical Engineer shall be responsible for the following:

Inception

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

Concept and Viability

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

Design and Development

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

Documentation and Procurement

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

Construction

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

Close out

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

The Scope of Work includes the design, documentation, construction supervision and administration of the electrical reticulation for the housing project

4.3.1 Planning, Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of Board Notice 138 of 2015: Guideline of Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief.

4.3.2 Normal Services

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 138 of 2015: Guideline of Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief. 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 subconsultants/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, Occupational Health and Safety Agreement Part C1, refers).

4.3.3 Additional Services

(1) The provision of additional services pertaining to all stages of the project as anticipated in Clause 3.3.1 of Board Notice 138 of 2015: Guideline of Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer. (2) The provision of construction monitoring service as described in Clause 3.3.2 of Board Notice 138 of 2015: Guideline of Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 5) below, will be based on the rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.

4.4 Structural Engineer

The Structural Engineer/Technologist will be responsible for the following

Inception

- Assist in developing a clear project brief.
- Attend project initiation meetings.
- Advise on procurement policy for the project.
- Advise on the rights, constraints, consents and approvals.
- Define the services and scope of work required.
- Conclude the terms of the agreement with the client.

- Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- Determine the availability of data, drawings and plans relating to the project.
- Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.
- Provide necessary information within the agreed scope of the project to other consultants involved.

Concept and Viability

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

Design and Development

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

Documentation and Procurement

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

Construction

- Attend site handover.

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

Close out

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

4.1.4.1 Planning, Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of Board Notice 138 of 2015: Guideline of Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief

4.1.4.2 Normal Services

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 138 of 2015: Guideline of Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief

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/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, Occupational Health and Safety Agreement Part C1, refers).

(1) 4.1.4.3 Additional Services

(2) The provision of additional services pertaining to all stages of the project as anticipated in Clause 3.3.1 of Board Notice 138 of 2015: Guideline of Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project

Brief (Clause 5) below, will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.

(3) The provision of construction monitoring service as described in Clause 3.3.2 of Board Notice 138 of 2015: Guideline of Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), as amended or amplified upon in the Project Brief (Clause 7) below, will be based on the rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.

(4) **4.5 Clerk of Work Services (Top structures)**

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

- Performs any duties and responsibilities assigned to him by the principle agent.
- Ensure that the work being constructed conforms to the minimum specifications and standards.
- Ensure that all required testing is carried out and approved.
- Ensure Contractor is compliant in terms of the EPWP.
- Ensure Contractor is compliant regarding local Labour and local Sub-contractor obligations

(5) **4.6. Transport Engineers**

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

(6) **4.7. Geotechnical Engineer**

The geotechnical engineer must provide specialist information pertaining to the soil conditions as well as the subsoil conditions encountered in the informal settlement. The geotechnical engineer must provide a detailed report outlining the prevailing soil conditions as well as subsoil condition. The report should outline remedial actions if any as well as a detailed cost estimate for the remedial actions.

- Agree on a documentation programme with lead consultant/project manager and other consultants.
- Provide input in design and consultant meetings. □ Conduct Site visits
- Conduct Geotechnical Study as well as area geology
- Provide a geotechnical report on conditions with remedial actions.
- Liaise with relevant statutory bodies on behalf of client.
- Report on progress
- Attend technical meetings

4.8 Land Surveyors

The land surveyor will be responsible for all land, cadastral surveying duties as well as topographical surveys. All current services should be indicated and the topographical survey should be digitised to allow for the design and calculation of bulk earthworks in the area.

The rate tendered rate shall allow for:

- Agree on a documentation programme with lead consultant/project manager and other consultants.
- Provide input in design and consultant meetings.
- Conduct site investigations
- Conduct Topographical Survey
- Produce digitised map of area
- Conduct land survey
- Liaise with relevant statutory bodies on behalf of client.
- Report on progress
- Attend technical meetings

The provision of services as described in the latest applicable Board Notice, Tariff of fees applicable to the South African Council for Professional and Technical Surveyors, as required by the Employer, which may be amended in the project brief.

All relevant appropriate hourly rates will be applicable for standard services and for additional services required by the Employer from time to time. All duties of the Land Surveyor shall be in accordance with the duties outlined in the Land Survey Act (Act No. 8 of 1997) and applicable regulations and that which has been outlined in the Board Notice in conjunction with The South African Council for Professional and Technical Surveyors (PLATO).

4.9. Health and Safety Officer

Standard Services

The provision of all services described in Clause 2 of the Standard Scope of Services for Construction Health and Safety Agents in terms of Section 18 (1) (c) of the Project and Construction Management Professions Act (Act No. 48 of 2000) or as amended or amplified upon in the project brief below.

Additional Services

- (a) The provision of additional services pertaining to all stages of the project as outlined in the Schedule of Rates.
(i) Additional services NOT identified in the scope of services will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the service provider by the employer.

4.10 Professional Quantity Surveyors

The provision of all services described in Clauses 2 of the 2015 Guideline Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon.

Please note that all relevant appropriate percentages that may become applicable in terms of Clause 2 of the 2015 Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the project brief below, will be applicable.

4.10.1 Additional Services

- (a) The provision of additional services pertaining to all stages of the project as described below and amplified upon in the project brief.
(i) Additional services **not** included in Clause 2 of the 2015 Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), will be conducted based on the hourly rates tendered and upon the acceptance of a quotation for such services received from the service provider by the Employer.

(b) Acting as Principal Agent as described in Clause 10.27 of the 2015 Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the project brief, which will be conducted based on the percentage rate tendered.

(c) Acting as Principal Consultant as described in Clause 10.29 of the 2015 Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the project brief, which will be conducted based on the percentage rate tendered.

(d) Acting as Project Monitor as described in Clause 10.33 of the 2015 Tariff of Professional Fees for Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000), as amended or amplified upon in the project brief, which will be conducted based on the percentage rate tendered.

4.11 Town/Spatial planners

Undertake a contextual analysis of the study area to provide an understanding of spatial informants for the project.

- Prepare Spatial proposals/ frameworks and or concepts
- Land use plans
- Land use audits
- Preparation of development strategies or local area policy plans.
- Provide an understanding of spatial informants for projects.

- Determine existing land use rights
- Prepare subdivision / design concepts
- Advise on land use / development application processes
- Manage feasibility studies' (project manage consultants)
- Comment on feasibility applications
- Prepare and manage land use applications and processes
- Prepare subdivision and related plans
- Manage the process to obtain land use rights (project manage consultants)
- Comment and or assess development applications
- Land use Applications
- To assess compliance with submission requirements of a development application in term of all applicable legislation
- Assess the merit of a development application submitted to the City in terms of all applicable

4.12 Urban Designer

- Precinct urban design framework identifying appropriate bulk, massing interface and
- Develop an understanding of the quantum of development and land use mix that could occur on the site.
- With other consultants develop site wide strategies for access, servicing and storm water □ Engage with relevant officials to ensure the development proposal would be acceptable.
- With other consultants develop site wide strategies for access, servicing and storm water management.
- Produce Site Development

4.13 Landscape Architect

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

4.14 Environmental Assessment Practitioner

- Environmental Impact Assessments
- Compliance with legislation: To ensure that the provisions of the National Environmental Management Act 107 of 1998 (NEMA), National Heritage Resources Act 25 of 1999, the EIA Regulations (as amended) and the relevant Specific Environmental Management Acts (SEMAS) are fulfilled. This will include ensuring the relevant statutory procedures are followed and to manage the application and assessment process
- Input from project team: To liaise with, and co-ordinate the activities and inputs of the Town Planner and any other consultant appointed to the project team, insofar as their inputs may have a bearing on the Application for Authorisation in terms of the requirements of the EIA Regulations, as well as any Specific Environmental Management Acts. This would include ensuring the coordination of relevant procedures such as advertising and public participation.
- Input to project team: To provide environmental input to the process to ensure that sustainable principles are recognised/employed as appropriate. This would include the relevant features of the proposed site(s) and surroundings which create both opportunities and constraints to development, as well as promoting a sustainable development model appropriate to the receiving environment, incorporating key energy, and water, waste, public space, mobility and biodiversity design features.
- Any specialist input or specialist studies proposed must be specifically mentioned in the proposal submitted by the EAP.
- Attending and recording (notes of meetings) all scheduled project meetings and site visits as may be necessary;
- Preparing and placing notices in the press about the proposed project to satisfy the requirements of the EIA Regulations (the costs will be borne by the City);
- Coordination of all public participation required in terms of the EIA Regulations.
- Notification of interested and affected parties (including the organs of state) if required, preparing press notices in the required languages (English, Afrikaans and Xhosa), placing reports in all relevant libraries, producing minutes and tracking all correspondence.

- Preparing all documentation necessary in terms of the NEMA EIA Regulations to be submitted to the public Frameworks
- Site development pre-feasibility / feasibility studies
- Preparation of development applications
- Liaising with the Department of Environmental Affairs & Development Planning (DEADP) and the Department of Water & Sanitation (DWS) as appropriate;
- Liaising with DEADP (and where necessary the DWS) to ensure that the requirements of the NEMA and the EIA Regulations (and any relevant SEMAs) and the Department have been satisfied, as well as managing the Application for Authorisation through the NEMA process, and the Basic Assessment stages as appropriate, and
- Attending briefing sessions, project meetings and site visits as may be necessary.

4.15 Environmental Control Officer

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

- To prepare a project specific Construction Environmental Management Programme (specification) (CEMP) for inclusion into the construction tender/contract documents.
- To assist the Employer's Agent/Engineer/Principal Agent in ensuring that any necessary permits are obtained.
- 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.
- To monitor and verify that the C-EMP is adhered to at all times, and to inform the Employer's Agent/Engineer/Principal Agent if the specifications are not followed.
- To review construction method statements for approval by the Employer's Agent/Engineer/Principal Agent.
- To assist the Employer's Agent/Engineer/Principal Agent and contractor in finding environmentally responsible solutions to problems.
- 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.
- To ensure that all activities/incidents concerning the environment are recorded in the site records, to monitor and review such records and advise the Employer's Agent/Engineer/Principal Agent of any action necessary
- To inspect the site and surrounding areas with regard to compliance with the C-EMP.
- To advise the Employer's Agent/Engineer/Principal Agent on the imposition of penalties or fines specified in the C-EMP, or the removal of person(s) and/or equipment not complying with the specifications.

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

4.16 Heritage Assessment Practitioner

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

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

4.17 Freshwater Ecologists

Undertake fresh water wetland surveys within in the Cape Floristic Region.

□ The Fresh Water Ecologist is to complete and submit Water Use Licence Applications or General Authorisation applications to the Department of Water & Sanitation in terms of the requirements of the National Water Act.

4.18 Botanist

Undertake botanical surveys within in the Cape Floristic Region.

4.19 Social Facilitator

- Will form part of the project steering committee and be the liaison person between project matters and the community.
- Will prepare meeting venues and assist the Ward Councillor on calling the public meetings.
- No public meeting will be organised by a Community Facilitator without an approval of the COCT Project Manager and the respective Steering Committee and Ward Councillor.
- Ensure effective public participation and transparency regarding beneficiary administration and job opportunities within the project.
- Will work in conjunction with the Subsidy Administrator in advertising and communicating names of successful applicants and inform unsuccessful beneficiaries.
- Assist the Beneficiary Administrator in tasks as described in Cl.2.1.
- The Community Facilitator will form part of the project team and will be required to report on progress to the external project manager and thus be required to attend project meetings.
- COCT Project Manager will still be responsible for the project and will have a final say on issues regarding the project and the community. □ Take responsibility for public meeting logistics in liaison with the City's sub-councils.

4.20 Beneficiary Administrators

Identify potential beneficiaries in terms of the City's allocation policy with relevant stakeholders under guidance of the City's Project Manager and external Project Manager.

- HSS Subsidy Registration and capture of beneficiaries
- Public engagement and advertising regarding beneficiary identifications
- Attending PSC and Public meetings
- Allocate beneficiaries to the housing units in conjunction with the project Manager,
- Complete the Deed of Sale document and Services Request Forms
- Submit signed Deed of Sale Documents to Conveyancer
- Attend handover of Housing units for beneficiaries and complete handover documentation.
- Perform consumer education functions at the handover.
- Complete and submit services request forms for every allocated beneficiary
- Report to the COCT Project Manager regarding all matters pertaining to beneficiary administration
- Arrange in conjunction with the Project Manager for the issuing of title deeds to all beneficiaries □ Reconciliations and final report

5. EXTENT OF THE SERVICES

The work that is to be carried out under the contract is as provided for in the Schedules of Rates. However, if during the course of the Works Project, circumstances are found to differ from those anticipated, the Employer reserves the right to modify the scope of the Work Project to suit the prevailing circumstances.

Purchase Orders will be raised for each approved Works Project by the Employer. Such Works Project will be based on the Schedules of Rates, an estimated construction cost or time based quotation submitted by the Service Provider and accepted by the Employer. Final fees payable will however be adjusted according to final construction costs (where applicable).

The calculation of project values, value for fee purposes or cost of works will be in accordance with the respective guidelines or tariffs of fees.

Other additional services are envisaged and will be priced and paid for in accordance with the Schedules of Rates and all other conditions of this tender.

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

6. USE OF REASONABLE SKILL AND CARE

The Service Providers' attention is drawn to the fact that the safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to the local authority and public.

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, and ensure that all legal requirements are met, and that all legal processes are adhered to.

7. BRIEF

7.1 Terms of Reference

The Employer's objective is to:

i) execute new capital projects or services.

In order to design, procure and manage these projects the Employer requires various professional services to be provided. All services would be performed in complete compliance with the respective guidelines or tariffs of fees. In general, it is the Employer's intention for the Service Provider to provide all stages of services (Stages 16) for a particular Works Project. The Schedules of Rates have been drafted accordingly for varying construction values.

The Service Provider will furthermore be required to procure, on instruction from the Employer, any other specialist services as may be required for the successful implementation of this project, in terms of a subconsultancy or sub-contract agreement.

7.2 Specific Requirements

7.2.1 Professional Consulting Services

7.2.1.1 Planning, Studies, Investigations and Assessments

The Service Provider shall carry out all of the studies and investigations necessary to determine a scope of work for each facility. A Preliminary report on the technical and financial feasibility of the project together with preliminary proposals in this regard shall be submitted.

The payment for Planning, Studies, Investigations and Assessments shall be at the tendered Time-Based fees for the professional services required.

7.2.1.2 Normal, Standard and Building & Engineering Works Services

Where a Quantity Surveyor is not part of the team for a particular Works Project, the cost estimates shall be completed by the other relevant disciplines for each Stage (as applicable) and the cost thereof shall be deemed to be included in the tendered rates for that discipline.

Stage 1: Inception

The Works Project Brief will generally have been agreed before the Works Project commences.

The Service Provider shall provide a Works Project Proposal, as detailed in clause 4.8 of Part C1.2: Contract Data, to the Employer for approval.

Stage 2: Concept and Viability

The Service Provider shall provide a preliminary design.

Stage 3: Design Development

The Service Provider shall provide those services necessary to finalise the detailed scope of work, design, specifications, detailed estimate and updated programme for the project and shall co-ordinate the input from all members of the professional team in this regard. The Project Leader shall be responsible for ensuring that the time, cost and quality parameters are adhered to. The Project Leader's name for the particular Works Project must be clearly stated in the Works Project Proposal.

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

The design development shall take cognisance of all design requirements as may be imposed by the local authority or any other authority whose services are impacted upon by the proposed work.

The design development shall consider and minimise disruption to the working environment of staff adjacent to renovated areas. A form of screening at public entrances, corridors and private working areas must be considered to minimise loss of privacy and entry into the properties and those immediately adjacent.

A set of documents, consisting of a scope of work, draft plans/drawings and specifications shall be submitted to the Employer for comment and approval prior to going out to tender. All plans must be thoroughly checked by the Service Provider's Project Leader prior to submission. On approval of the detail design drawings and council approved drawings, two sets of paper prints of each must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Service Provider. All other prints issued thereafter shall carry the words "Initial version signed on (date)" at the signature location in the title block. A revised cost estimate shall be submitted to the Employer.

Stage 4: Documentation and Procurement

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

The construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) or non-CIDB format (as applicable). The Service Provider shall confirm with the Employer which Conditions of Contract (GCC, FIDIC, JBCC, National Treasury, etc.) will be applicable to each Works Project. The Service Provider shall liaise with the Employer during the preparation of the contract document to determine any other specific requirements that the Employer may have in this regard.

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

A draft contract document shall be submitted to the Employer for scrutiny at least three weeks prior to the Bid Specification Committee meeting taking place. The Service Provider shall attend Bid Specification Committee meetings (as required) 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. Once the contract document has been finalised, the Service Provider shall supply the Employer with an electronic copy of the documents and drawings.

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/flash drive).

The Service Provider shall, during the tender period, attend and preside over a tender clarification meeting, and respond to all queries received during this period. This will include the preparation of any Notice to Tenderers

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

A number of projects have only been partially completed by other Consultants. For the purposes of this Framework Agreement, the following sections in Stage 4 are accepted/defined as follows:

Stage 4A: The Service Provider must accept/assume that the designs, drawings, specifications, schedules, preambles and cost estimates have been prepared and finalised by other Consultants. The Service Provider will be required to:

- Review the designs, drawings, specifications, schedules, preambles and cost estimates.
- Take over the liability and the responsibility to complete Stage 4.
- Stage 4B: The Service Provider must accept/assume that the drawings, specification, schedules, preambles, cost estimates and the tender documentation have been prepared and finalised by other Consultants. The Service Provider will be required to:
- Review the design, drawings, specifications, schedules, preambles, cost estimates and the tender documents.
- Take over the liability and responsibility to complete Stage 4. This will include the procurement process (calling for tenders, etc.).
- Both of these stages (4A and 4B) will require the project to be constructed and completed i.e. Stages 5 and 6 will also be applicable. Appropriate items have been provided in the Schedules of Rates for these particular projects.

Stage 5: Contract Administration and Inspection

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

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

The Service Provider shall prepare any further plans, designs and drawings (over and above the tender drawings), which may be necessary for the execution of the works. The preparation of any shop drawings required for manufacture and installation, or the detailed checking of such, where prepared and submitted by the construction contractor, shall form part of the normal services to be provided by the Service Provider. The Service Provider shall also, in particular, ensure that all payment certificates, preferential procurement and labour returns, and contract participation expenditure reports are timeously submitted.

Stage 6: Close-Out

The Service Provider shall complete the project close-out as described in the guideline scope of services. As-built plans/drawings shall be submitted to the Employer in electronic format (preferably .dwg, otherwise .dxf) as well as one complete set of paper prints.

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

7.2.1.3 Additional Services

These services has been itemised in the Activity Schedule

7.2.1.3.1 Service Enquiries/Wayleave Applications

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

7.2.1.3.2 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:

(a) The incorporation into the contract documentation of:

- i) preferential procurement requirements in respect of B-BBEE and, if applicable, local production and content, and
- ii) targeted participation goals in respect of targeted labour and/or resources.

(b) The monitoring and verification of compliance with (i) and (ii) in (a) above during the construction contract (including the receiving and collation of documentary evidence submitted by the contractor in this regard).

7.2.1.3.3 Training of Personnel

The Employer will require that the Service Provider provide training and transfer knowledge to one or more of the Employer's staff, described as a Trainee for the purposes of this Contract.

The preferred situation will be that the Trainee is incorporated into the Service Provider's team for a particular Works Project. The Trainee should be given specific tasks and responsibilities to complete under the supervision of an experienced and relevant professional, referred to as the Supervisor.

The Supervisor will be required to:

- Determine with line the specific tasks and responsibilities that the trainee will be instructed to perform
- Assess the trainee and identify areas of strength and weakness
- Guide and instruct the Trainee in the execution of the tasks
- Monitor the Trainee's progress. Regular reports to line will be required
- Provide monthly feedback on the Trainee's progress

Payment will be made for the effective time spent by the professional in the supervision and training of the Trainee. Payment will also be made for the provision of a Personal Computer (PC) for the sole use by the Trainee for the execution of the task(s) allocated to the Trainee. The PC shall be appropriate for the task(s) and have the necessary software required for the execution of the task(s). Appropriate payment items have been allowed in the Schedules of Rates.

7.3 Time Frames/Milestones

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

7.4 Places for the Performance of Specific Tasks

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

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

7.5 Reporting Requirements

Aside from the three particular reports required in terms of the brief above (the Preliminary Technical & Feasibility Report, Tender Evaluation Report and Project Close-Out Report), the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project.

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

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

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

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

8. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

9. APPROVALS

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

Approval of the implementation programme from the Employer,

(b) Approval of the conceptual and preliminary designs from the Employer,

(c) Approval of the project from Heritage Western Cape (if required),

(d) Approval (authorisation) of the project from the Department of Environmental Affairs and Development Planning (if required),

(e) Approval of the detail design, drawings and contract document from the Employer,

(f) Wayleave approval from all service authorities,

(g) Approval of the Engineers Representative from the Employer,

(h) In respect of time based services, approval of the allocation of staff from the Employer,

(i) Approval for the employment of specialist sub-consultants from the Employer,

(j) Approval of plans from Department of Planning and Building Development within City of Cape Town in accordance with the National Building Regulations and Building Standards Act (Act 103 of 1977) and all necessary certifications,

(k) Approval for the employment of specialist sub-consultants and their applicable costs/hourly rates from the Employer,

(l) Approval of the accommodation of traffic plans from the Traffic Manager.

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

10. PROCUREMENT

10.1 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 Service Provider is found to have breached and of the conditions contained in the Preference Schedule (unless proven to be beyond the control of the Service Provider).

Notwithstanding the application of penalties, the Service Provider'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.

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

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

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

The Service Provider shall submit to the Employer'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 Service Provider. 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 Service Provider 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 Service Provider.

10.3 Forms for contract administration

The B-BBEE Sub-contract Expenditure Report is required for monitoring the Service Provider'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.

11. 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). Electronic copies shall also be submitted for the record. All plans and contract documents submitted for approval shall be in hardcopy and electronic format.

12. KEY PERSONNEL

In order to be considered for an appointment in terms of this tender, the tenderer must have the following key personnel in its permanent employment at the close of tender. Alternatively, signed undertakings from specialist consultants/firms having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of sub-consultant agreements, will be acceptable. Such undertakings must be attached to Schedule 11, Part T2.2: Returnable Schedules.

Professional Service Required	Minimum Number	Qualification and Experience
Project Manager	1	A minimum of 1 (one) registered professional Construction Project Manager (PrCPM) registered with the South African Council Of Project Management and Construction Professionals (SACPMCP) with at least 8 (eight) years verifiable postgraduate experience in the management of professional teams for works relating to the provision of roads, water, sewerage, storm water and electrical services for residential, office and industrial developments
Civil Engineer	2	Registered professionals (Pr.Eng / PrTechEng), registered with the Engineering Council of South Africa (ECSA), who has at least 8 (eight) years verifiable postgraduate experience in Civil engineering works. Should have completed at least 5 projects for the construction of civil engineering municipal services where the scope of work included a formal road network, water reticulation, storm water reticulation and sewer reticulation.
Electrical Engineer	2	A registered professional who is a qualified Engineer/Technologist and is registered as such with the Engineering Council of South Africa with at least 8 (eight) years verifiable post-graduate experience in the analysis, design and provision of residential electrical services to residential properties. Should have completed at least 5 projects for the construction of electrical engineering municipal services where the scope of work included the design and implementation of electrical engineering services to residential developments.
Land Surveyors	1	Registration as professional land surveyor in terms of Section 13 of the Geomatics Profession Act, 19 of 2013 with 8 (eight) years verifiable post graduate experience.

Town/Spatial planners	1	Registered professionals (SACPLAN) with at least 8 (eight) years relevant demonstrated experience in the field of township development and facilitation with relevant experience in planning and land use application processes.
Environmental Assessment Practitioner	1	A registered professional registered with EAPASA or who is in the process of registering (attach proof of application) with at least 5 (five) years verifiable experience and who has provided environmental consulting input into at least five projects relating to residential developments. Experience must further include 2 or more successful authorisations for large scale urban development projects.
Social Facilitator	1	A social facilitator who has at least five (5) years demonstrable experience in community and social facilitation in low cost cost housing projects.
Beneficiary Administrators	1	A competent Beneficiary Administrator with at least 5 (five) years verifiable experience in low-cost housing processes, who will be responsible for all Beneficiary Administration services required in terms of this tender.
Health and Safety Consultant	1	A minimum of 1 (one) professional Construction Health and Safety Agent (PrCHSA) registered with the South African Council for Project and Construction Management Professions (SACPCMP) with with at least 5 (five) years verifiable post graduate experience in residential construction sites, who will be responsible for all health & safety planning and assurance work carried out in terms of this tender.

13. MANAGEMENT MEETINGS

13.1 Management Meetings

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

13.2 Community/Stakeholder Meetings

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

13.3 Supply Chain Management (SCM) Committee Meetings

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

13.4 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.

13.5 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.

13.6 General

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

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

CITY OF CAPE TOWN

HUMAN SETTLEMENTS: INFORMAL SETTLEMENTS

CONTRACT NO. 33C/2021/22

FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF INFORMAL SETTLEMENTS WITHIN THE CITY OF CAPE TOWN

C3.2 Annexes

Annex 1: B-BBEE Sub-contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

ANNEX 1

CITY OF CAPE TOWN

CONTRACT NO. AND NAME: _____

CONTRACTOR (SERVICE PROVIDER): _____

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

Value of the contract (as defined in Schedule 24: Preferencing Schedule) (P*)		R	B-BBEE Status Level of Prime Contractor	
Name of Sub-contractor (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
¹ Documentary evidence to be provided			Total:	R
			Expressed as a percentage of P*	
			%	

Signatures

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

Date: _____

Verified by Employer's
Representative:

Date: _____

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR (SERVICE PROVIDER):

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO.

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

¹Documentary evidence to be providedSignaturesDeclared by Contractor
(Service Provider) to
be true and correct:

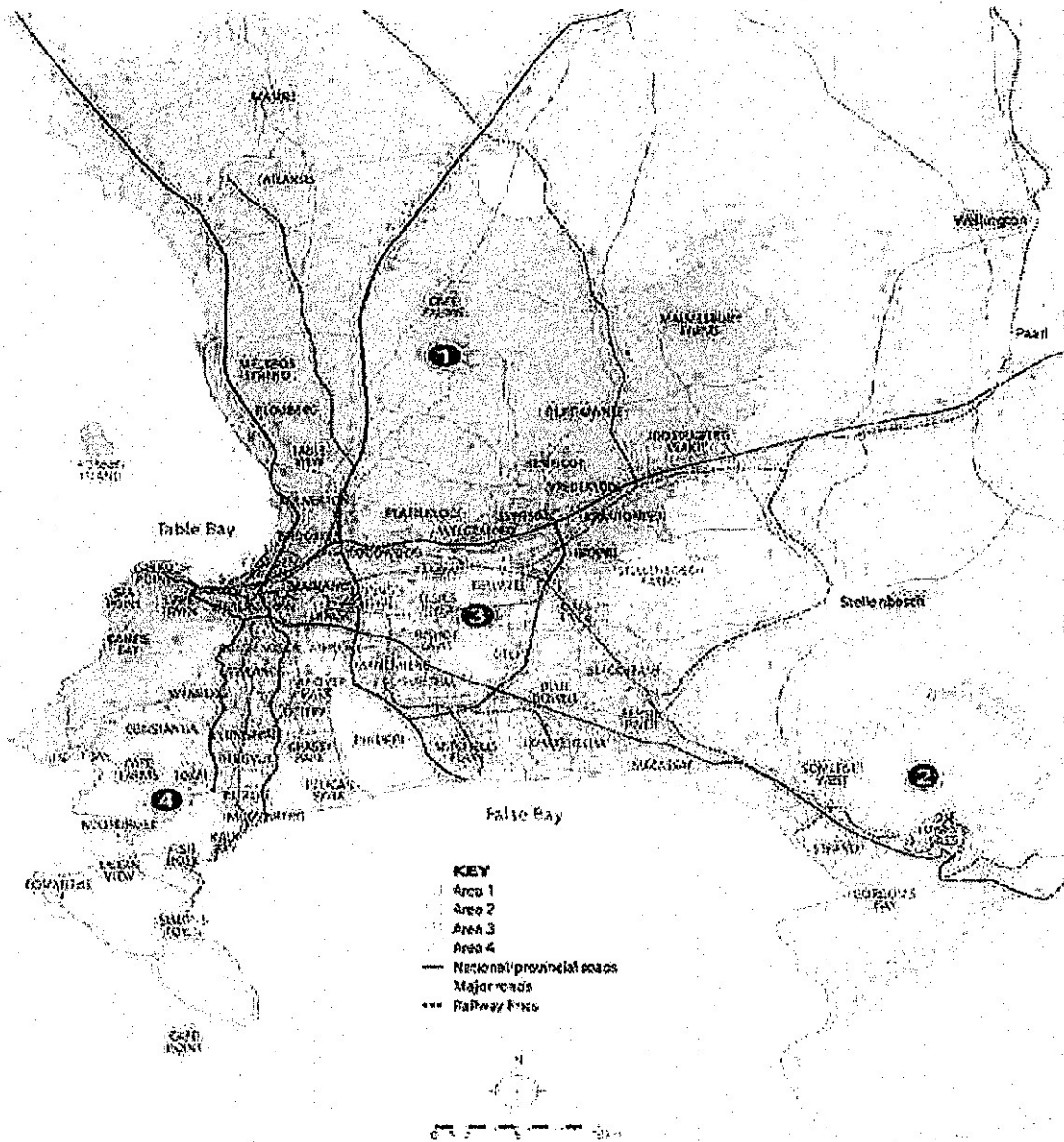
Date:

Verified by Employer's
Representative:

Date:

PART C4: SITE INFORMATION

Regions



PART C5- KEY PERSONNEL

PROJECT MANAGER				
Name	Current Job Title	Qualifications	Professional Registration no.	No. of years post graduate experience
[REDACTED]	[REDACTED]	NHD Civil Eng Bridging Course 3rd & 4th Year Bsc Eng	PrEng ECSA No. [REDACTED] PrCPM (No. [REDACTED])	26
SITE SUPERVISOR				
[REDACTED]	[REDACTED]	BSc Civ. Eng Pr Eng	ECSA Reg No. [REDACTED] PrCPM (No. [REDACTED])	43
[REDACTED]	[REDACTED]	Bridging Course 3rd & 4th Year B.Sc Civ. Eng Pr Eng	ECSA Reg. No. [REDACTED] SAICE Member, Reg. No. [REDACTED]	29
COMMUNITY MANAGER				
[REDACTED]	[REDACTED]	Community Facilitator	Diploma in Public Relations	20

ELECTRICAL ENGINEER				
Name	Current Job Title	Qualifications	Professional Registration no.	No. of years post graduate experience
[REDACTED]	[REDACTED]	BSc Elec Eng	ECSA Reg No. [REDACTED]	39

ELECTRICAL ENGINEER				
Name	Current Job Title	Qualifications	Professional Registration no.	No. of years post graduate experience
[REDACTED]	[REDACTED]	MSc(Electrical Eng) UCT	ECSA : Reg No [REDACTED]	13

Name	Current Job Title	Qualifications	Professional Registration no.	No. of years post graduate experience
[REDACTED]	[REDACTED]	Bsc Surveying	[REDACTED]	27

Name	Current Job Title	Qualifications	Professional Registration no.	No. of years post graduate experience
[REDACTED]	[REDACTED]	B.Spatial Planning (Hons) (UFS) (2008)	[REDACTED] SACPLAN	21

Name	Current Job Title	Qualifications	Professional Registration no.	No. of years post graduate experience
[REDACTED]	[REDACTED]	Masters (LLM) Degree in Environmental Law MPhil (Community and Development)	[REDACTED]	12

Name	Current Job Title	Qualifications	Professional Registration no.	No. of years post graduate experience
[REDACTED]	[REDACTED]	M.Phil – Housing UCT LLB – UWC Certificates in Conflict Resolution Mediation & Dispute Resolution	[REDACTED]	24

CITY OF CAPE TOWN				
NAME	ADDRESS	QUALIFICATION	DATE	STATUS
[REDACTED]	[REDACTED]	PrCHSA/045/2016 NEBOSH National Certificate in Construction Safety and Health, NEBOSH, UK, 1998 BTech Environmental Health NHDip in Environmental Health	[REDACTED]	23

PART C6 SCHEDULE OF SUB CONSULTANTS

SCHEDULE 19: SCHEDULE OF SUB-CONSULTANTS

SCHEDULE 19: SCHEDULE OF SUB-CONSULTANTS	
B2A CONSULTING	Electrical Engineers
GJA ELECTRICAL CONSULTING ENGINEERS	Electrical Engineers
FJC CONSULTING	Land Surveyor
JONO TRUST	Town Planner
ECOSENSE ENVIRONMENTAL CONSULTANTS	Environmental Assessment Practitioner
MZI DEVELOPMENT SERVICES	Beneficiary Administrator
SAFE WORKING PRACTICE	Health and Safety Consultant

[REDACTED]
[REDACTED]
[REDACTED]

Telephone : [REDACTED]
Facsimile : [REDACTED]
Email : [REDACTED]

B2A
Consulting Engineers

Bergstan South Africa Consulting &
Development Engineers (Pty) Ltd

Our reference [REDACTED]

Date 9 September 2021

Attention [REDACTED]

Dear [REDACTED]

**TENDER NO. 33C/2021/2022: FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES
IN RESPECT OF INFORMAL SETTLEMENTS WITHIN THE CITY OF CAPE TOWN
LETTER OF COMMITMENT FROM B2A CONSULTING ENGINEERS**

Our discussions with Bergstan South Africa Consulting and Development Engineers regarding the above-mentioned tender, refers:

We confirm that B2A Consulting Engineers have the capacity and willingness to provide our professional services towards the completion of the agreed tasks as laid out in the above mentioned tender document should our bid be successful.

We furthermore acknowledge Bergstan South Africa Consulting and Development Engineers, intention to contract solely with B2A Consulting Engineers for the provision of the above mentioned services, save for additional service providers with whom B2A Consulting Engineers has agreed to sub consult. B2A Consulting Engineers retains right of full recourse against Bergstan South Africa Consulting and Development Engineers, in the event that contravention of such intention has occurred, permitted that the commercial, professional and/or technical capabilities / credentials of B2A Consulting Engineers have not substantially changed as at the date of award of the project.

Please do not hesitate to contact us should you have any queries.

Yours faithfully
[REDACTED]
[REDACTED]

Brent Samson Pr Eng
B2A Consulting Engineers

Members [REDACTED]

B2A Engineering [REDACTED]

[REDACTED]



Cape Town

Electrical | Electronics | Security | IT Data | Renewable Energy

Date: 17 September 2021

Bergsman South Africa Consulting & Development Engineers (Pty) Ltd

Re: Contract No. 33C/2021/22 FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF INFORMAL SETTLEMENTS WITHIN THE CITY OF CAPE TOWN

Our discussions with Bergsian South Africa Consulting and Development Engineers the above-mentioned tender, refers.

We furthermore acknowledge Bergsan South Africa Consulting and Development Engineers, intention to contract solely with GJA Electrical Consulting Engineers for the provision of the above-mentioned services, save for additional service providers with whom GJA Electrical Consulting Engineers has agreed to sub-consult. GJA Electrical Consulting Engineers retains right of full recourse against Bergsan South Africa Consulting and Development Engineers, in the event that contravention of such intention has occurred, permitted that the commercial, professional and/or technical capabilities / credentials of [insert your company name here] have not substantially changed as at the date of award of the project.

Yours sincerely

GOESAIN JOHARDIEN

Bergstan South Africa Consulting & Development Engineers (Pty) Ltd

7th September 2021

Attention: [REDACTED]

Dear Madam,

RE: CONTRACT NO. 33C/2021/22 - FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF INFORMAL SETTLEMENTS WITHIN THE CITY OF CAPE TOWN

LETTER OF COMMITMENT FROM FJC CONSULTING

Our discussions with Bergstan South Africa Consulting and Development Engineers regarding the above-mentioned tender, refers.

We confirm that FJC Consulting have the capacity and willingness to provide our professional services towards the completion of the agreed tasks as laid out in the above-mentioned tender document should our bid be successful.

We furthermore acknowledge Bergstan South Africa Consulting and Development Engineers, intention to contract solely with FJC Consulting for the provision of the above-mentioned services, save for additional service providers with whom FJC Consulting has agreed to sub consult. FJC Consulting retains right of full recourse against Bergstan South Africa Consulting and Development Engineers. In the event that contravention of such intention has occurred, permitted that the commercial, professional and/or technical capabilities / credentials of FJC Consulting have not substantially changed as at the date of award of the project.

Please do not hesitate to contact us should you have any queries.

Sincerely,

[REDACTED]
FJC Consulting (Town Planners & Land Surveyors)



JONO TRUST

town & urban planning

environmental design

project facilitation



[REDACTED]

Our ref: 2021/Tender/CoCT Informal Settlements

7 September 2021

Bergstan South Africa Consulting & Development Engineers (Pty) Ltd

[REDACTED]

Attention: Carmen Lawrence

Re: Contract No. 33C/2021/22 FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL
SERVICES IN RESPECT OF INFORMAL SETTLEMENTS WITHIN THE CITY OF CAPE TOWN

LETTER OF COMMITMENT FROM JONO TRUST

Our discussions with Bergstan South Africa Consulting and Development Engineers the above-mentioned tender, refers.

We confirm that **JONO TRUST** have the capacity and willingness to provide our professional services towards the completion of the agreed tasks as laid out in the above mentioned tender document should our bid be successful.

We furthermore acknowledge Bergstan South Africa Consulting and Development Engineers, intention to contract solely with **JONO TRUST** for the provision of the above mentioned services, save for additional service providers with whom **JONO TRUST** has agreed to sub consult. **JONO TRUST** retains right of full recourse against Bergstan South Africa Consulting and Development Engineers, in the event that contravention of such intention has occurred, permitted that the commercial, professional and/or technical capabilities / credentials of **JONO TRUST** have not substantially changed as at the date of award of the project.

Please do not hesitate to contact us should you have any queries.

Yours faithfully

[REDACTED]

[REDACTED]

JONO TRUST [REDACTED]



Ecosense
Consulting Environmentalists

Based In Cape Town and Knysna

Cell: [REDACTED]
Tel: [REDACTED]
Email: [REDACTED]
Web: [REDACTED]

Bluepebble
Sustainability Solutions

14 September 2021

[REDACTED]
Bergstan South Africa Consulting & Development Engineers (Pty) Ltd
[REDACTED]
[REDACTED]
[REDACTED]

Dear Madam,

**Re: Contract No. 33C/2021/22 FRAMEWORK TENDER FOR THE PROVISION OF
PROFESSIONAL SERVICES IN RESPECT OF INFORMAL
SETTLEMENTS WITHIN THE CITY OF CAPE TOWN**

LETTER OF COMMITMENT FROM ECOSENSE CC

Our discussions with Bergstan South Africa Consulting and Development Engineers the above-mentioned tender, refers.

We confirm that Ecosense cc have the capacity and willingness to provide our professional services towards the completion of the agreed tasks as laid out in the above-mentioned tender document should our bid be successful.

We furthermore acknowledge Bergstan South Africa Consulting and Development Engineers, intention to contract solely with Ecosense cc for the provision of the above-mentioned services, save for additional service providers with whom Ecosense cc has agreed to sub consult. Ecosense cc retains right of full recourse against Bergstan South Africa Consulting and Development Engineers, in the event that contravention of such intention has occurred, permitted that the commercial, professional and/or technical capabilities / credentials of Ecosense cc have not substantially changed as at the date of award of the project.
Please do not hesitate to contact us should you have any queries.

Yours sincerely

[REDACTED]
[REDACTED]

Members:
ECOSENSE CC Reg: [REDACTED]



Greystone Trading 1183 cc

t/a

MZI DEVELOPMENT SERVICES

07 September 2021

Bergstan South Africa Consulting & Development Engineers (Pty) Ltd

Dear Madam,

**Re: Contract No. 33C/2021/22 FRAMEWORK TENDER FOR THE PROVISION OF
PROFESSIONAL SERVICES IN RESPECT OF INFORMAL SETTLEMENTS WITHIN THE CITY OF
CAPE TOWN**

LETTER OF COMMITMENT FROM GREYSTONE TRADING 1183 T/A MZI DEVELOPMENT SERVICES

Our discussions with Bergstan South Africa Consulting and Development Engineers regarding the above-mentioned tender, refers.

We confirm that **GREYSTONE TRADING 1183 T/A MZI DEVELOPMENT SERVICES** hereafter **Mzi Development Services** have the capacity and willingness to provide our professional services towards the completion of the agreed tasks as laid out in the above mentioned tender document should our bid be successful.

We furthermore acknowledge Bergstan South Africa Consulting and Development Engineers, intention to contract solely with **Mzi Development Services** for the provision of the above mentioned services, save for additional service providers with whom **Mzi Development Services** has agreed to sub consult.

Mzi Development Services retains right of full recourse against Bergstan South Africa Consulting and Development Engineers, in the event that contravention of such intention has occurred, permitted that the commercial, professional and/or technical capabilities / credentials of **Mzi Development Services** have not substantially changed as at the date of award of the project.

Please do not hesitate to contact us should you have any queries.

Yours sincerely

Member



safe working practice
OCCUPATIONAL HEALTH AND SAFETY GROUP

07 September 2021

[REDACTED]
Bergsten South Africa Consulting & Development Engineers (Pty) Ltd
[REDACTED]
[REDACTED]

Dear Madam,

Re: Contract No. 330/2021/22 FRAMEWORK TENDER FOR THE PROVISION OF PROFESSIONAL
SERVICES IN RESPECT OF INFORMAL SETTLEMENTS WITHIN THE CITY OF CAPE
TOWN

LETTER OF COMMITMENT FROM SAFE WORKING PRACTICE

Our discussions with Bergsten South Africa Consulting and Development Engineers the above-mentioned tender, refers.

We confirm that Safe Working Practice have the capacity and willingness to provide our professional services towards the completion of the agreed tasks as laid out in the above mentioned tender document should our bid be successful.

We furthermore acknowledge Bergsten South Africa Consulting and Development Engineers, intention to contract solely with Safe Working Practice for the provision of the above mentioned services, save for additional service providers with whom Safe Working Practice has agreed to sub consult. Safe Working Practice retains right of full recourse against Bergsten South Africa Consulting and Development Engineers, in the event that contravention of such intention has occurred, permitted that the commercial, professional and/or technical capabilities / credentials of Safe Working Practice have not substantially changed as at the date of award of the project.

Please do not hesitate to contact us should you have any queries.

Yours sincerely

[REDACTED]
[REDACTED]
[REDACTED]