CITY OF CAPE TOWN
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# 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

**BOSCH PROJECTS (PTY) Ltd**

**(REGISTRATION NO.[redacted]**

**Contract No 33C/2021/22**

[redacted]

**PREAMBLE**

**WHEREAS** Term Tender 33C/2021/22 was awarded to **BOSCH PROJECTS (Pty) Ltd AS Main Contractor for Region 3 and Standby for Region 2**, 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 from 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 **BOSCH PROJECTS (Pty) Ltd**, a private company registered in terms of the laws of the Republic of South Africa with incorporation no: [redacted] with its principal place of business situated at [redacted] (the "**Service Provider**"), herein represented by its duly authorised representative, [redacted] in his capacity as [redacted]

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



[redacted]

4.1. The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.

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

## 5. OBLIGATIONS OF THE EMPLOYER

5.1. The Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**PART C3: SCOPE OF WORK**), subject to the satisfactory fulfilment of the obligations by the Contractor as set out in this Contract.

5.2. The Employer shall monitor and evaluate the Service Provider's performance in respect of the Scope of Work.

## 6. OBLIGATIONS OF THE SERVICE PROVIDER

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

6.2. The Service Provider will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.

6.3. The Service Provider will ensure that the Works will be of a satisfactory quality and fit for purpose, 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 Contractor shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

# DETAILS OF CONSULTANT

**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**

| The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted. | | |
|---|---|---|
| **Section 1:** Name of enterprise: ... Bosch Projects (Pty) Ltd | | |
| **Section 2:** VAT registration number, if any: ... [redacted] | | |
| **Section 2a:** National Treasury Central Supplier Database registration number: [redacted] | | |
| **Section 2b:** SARS Tax Compliance Status PIN: ... [redacted] | | |
| **Section 3:** cidb registration number, if any: ... N/A | | |
| **Section 4:** Particulars of sole proprietors and partners in partnerships<br><br>* *Complete only if sole proprietor or partnership and attach separate page if more than 3 partners* | | |
| **Section 5:** Particulars of company and close corporations<br>Company registration number ... [redacted]<br>Close corporation number ...<br>Tax reference number ... [redacted] | | |
| **Section 6:** Foreign Bidding Suppliers | | |
| Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered? | ☑ Yes<br>If yes, enclose proof | ☐ No |
| Is tenderer a foreign based supplier for the Goods / Services / Works offered? | ☐ Yes<br>If yes, answer the Questionnaire to Bidding Foreign Suppliers (below) | ☑ No |
| **Questionnaire to Bidding Foreign Suppliers** | | |
| a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? | ☐ Yes | ☐ No |
| b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? | ☐ Yes | ☐ No |
| c) Does the tenderer have a permanent establishment in the Republic of South Africa? | ☐ Yes | ☐ No |
| d) Does the tenderer have any source of income in the Republic of South Africa? | ☐ Yes | ☐ No |
| e) Is the tenderer liable in the Republic of South Africa for any form of taxation? | ☐ Yes | ☐ No |

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

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

**SIGNED ON BEHALF OF TENDERER:** .....[redacted].....



[redacted]

# 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) [redacted]

Name(s) [redacted]

Capacity [redacted]

**for the tenderer**

(Name of organization/tenderer) Basch Projects (Pty) Ltd.

(Address of organization/tenderer) [redacted]

Name and signature of witness [redacted]

Date 21 September 2021

| For official use. | | |
|---|---|---|
| INITIALS OF CITY OF[redacted]LS AT TENDER OPE[redacted] | | |
| 1. [redacted] | 2. [redacted] | 3. [redacted] |



[redacted]

# 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** | **BOSCH PROJECTS (Pty) Ltd** |
| Business Registration | | [redacted] |
| Tax number (VAT) | [redacted] | [redacted] |
| Physical Address | [redacted] | [redacted] |
| 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 | [redacted] Digitally signed [redacted] Date: 2024.02.23 14:04:57 +02'00' | [redacted] |
| Name of signatory | [redacted] | [redacted] |
| Signed: Date | 23 February 2024 | 8 Feb. 2024 |
| Signed: Location | Cape Town | Kraaifontein CC. |
| Signed: Witness | [redacted] | [redacted] |
| Name of Witness | [redacted] | [redacted] |



[redacted]

# Schedule of Deviations

**Notes:**

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

1 Subject Notice to Tenderers: No. 1 dated 10 September 2021.

Details Replacement of Page 36 with Page 36A, Replacement of Pages 40 to 50 with Pages 40A to 50A

2 Subject Notice to Tenderers: No. 2 dated 16 September 2021.

Details Replacement of Page 82 with Page 82A, Replacement of Page 126 with Page 126A, Replacement of Page 142 with Page 142A

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 ..... BOSCH PROJECTS .....

The address of the Supplier is

Physical: [redacted] Address

Postal: .....

Address .....

.....

.....

.....

.....

Telephone: [redacted] Fax: .....

Email: [redacted]

**SUPPLIER'S ANNUAL HOLIDAY PERIODS DURING DELIVERY PERIOD**

| | | | | |
|---|---|---|---|---|
| Year 1 holiday period | Start date | 16 Dec 2023 | End date | 5 Jan 2024 |
| Year 2 holiday period | Start date | 16 Dec 2024 | End date | 5 Jan 2025 |
| Year 3 holiday period | Start date | 16 Dec 2025 | End date | 4 Jan 2026 |
| Year 4 holiday period | Start date | 16 Dec 2026 | End date | 3 Jan 2027 |
| Year 5 holiday period | Start date | 16 Dec 2027 | End date | 5 Jan 2028 |
| Year 6 holiday period | Start date | 16 Dec 2028 | End date | 7 Jan 2029 |
| Year 7 holiday period | Start date | 16 Dec 2029 | End date | 6 Jan 2030 |



[redacted]

# 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.cidb.org.za**. Copies of the General Conditions of Contract are also available for inspection and scrutiny at the offices of the Employer.

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

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

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

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

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

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

**CONTRACT SPECIFIC DATA**

The following contract specific data is applicable to this Contract:

**Clause 1:**
*Add the following to the definition of **Employer:***
The **Employer** is the **CITY OF CAPE TOWN.**

*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:*

[redacted]
*Postal Adress: Human Settlements*
*PO Box 298*
*Cape Town*
*8000*

*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**

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

[redacted]

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

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

*Delete the definition of* ***Services*** *and replace with the following:*
The work to be performed by the Service Provider based upon the relevant scope of construction works as described in the Scope of Work.

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

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

*Add the following definition:*

a) **Clause 3**

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

*Add the following after clause 3.1*

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

b) Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other remedies available to it as described in the SCM Policy.

a) **Clause 3.2**
Replace the words "time for completion" with "Framework Contract Period".

**Clause 3.4 and Clause 4.3.2:**
*Add the following:*
The authorised and designated representative of the Employer is the **Director: Human Settlements: Informal Settlements.**

The address for receipt of communications is:
Telephone: [redacted]
Facsimile:
E-mail:
Postal Address: PO Box 298
CAPE TOWN
8000
Physical Address: [redacted]

**Clause 3.4.1:**
*Add the following to the first sentence:*
... , and may be given as set out hereunder and shall be deemed to have been received when: a) hand delivered – on the working day of delivery
b) sent by registered mail – five (5) working days after mailing

[redacted]

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.

b) **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.

[redacted]

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*

c) **Clause 3.12.3**
The Employer may impose the following additional penalties or fines:

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

**Clause 3.15.1:**
*Add the following:*
The programme shall be submitted within **14** days of the Start Date.

**Clause 3.16.2:**
Replace the words "in which the start date falls" with "prior to the closing date of the tender".

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

**Clause 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.

d) **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:

(a) not performing on an existing the Works Project/s; or
(b) is lacking capacity or the necessary skills for a particular Works Project; or
(c) 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.

e) **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

[redacted]

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:*

f) **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.

g) **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).

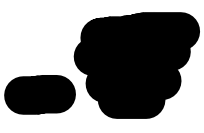
**Clause 8.1:**
*Add the following:*
The Service Provider is to commence the performance of the Services within **14** days of the Start Date.

**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:*



h) **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.

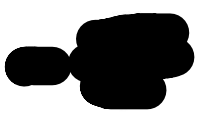
An agreement is included in the Contract Document (C1.3 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a licenced compensation insurer) within fourteen (14) days of the Start Date. 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:*



i) **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 Servicer Provider to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

j) **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

k) **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.

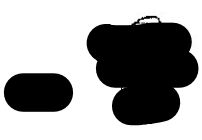
Step 8 The Employer will issue the Works Project Brief to the "Standby Service Provider ". •

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

**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**

.....Bosch Projects (Pty) Ltd.....,
(Service Provider/Mandatary/Company/CC Name)

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

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

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

COID ACT Registration Number: [redacted]

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

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

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

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

Signed at ...Bellville.....on the.....21 st.....day of.....September.....20.21

[redacted]
Witness

[redacted]
Mandatary

Signed at ...Cape Town..... on the.....23.....day of.....February.....20 24

Witness

[redacted] 2024.02.23 14:04:29 +02'00'
for and on behalf of
City of Cape Town

[redacted]

labour

Department:
Labour
REPUBLIC OF SOUTH AFRICA

2020015947

CALL CENTER NO: 0860 105 360

REG NO [redacted]
FAX NO
ISSUE DATE 2021-04-15
CERTIFICATE [redacted]

BOSCH PROJECTS (PTY) LTD
[redacted]

**LETTER OF GOOD STANDING:**

**COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT 130 of 1993 (AS AMENDED).**

With reference to sections 80, 82, 86 and 88 of Compensation for Occupational Injuries and Diseases Act 130 of 1993 (As amended), I hereby certify that:

**BOSCH PROJECTS PTY LTD**

has complied with the requirement of the above Act and is at present in good standing with the Compensation Fund.

**Nature of business: CONSULTING ENGINEERS & PROJECT MANAGENT**

**Expiry date :2022-04-30**

**IMPORTANT NOTICE**

Any fraudulently obtained Letter of Good Standing shall constitute a criminal offence.

The Compensation Commissioner shall institute criminal proceedings against any perpetrators who unlawfully alter or deface this letter with intend to defraud or misrepresent facts contained therein.

**PLEASE, use the Below link (Website Address) to check if the Letter of Good Standing is valid:**
**https://cfonline.labour.gov.za/VerifyLogs**

**Yours faithfully**

[redacted]

COMPENSATION COMMISSIONER

Compensation Fund

W.As. 48
Compensation House, Cnr Hamilton and Boutpansberg Road, PO Box 955, Pretoria, 0001 Fax(012)357-1817 Website:http://www.labour.gov.za

[redacted]

AON
Empower Results®

26 June 2023

**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.

| | |
|---|---|
| **INSURED :** | **BOSCH HOLDINGS (PTY) LTD**<br>**BOSCH PROJECTS (PTY) LTD**<br>**BOSCH MUNITECH (PTY) LTD**<br>**BOSCH ULWAZI (PTY) LTD**<br>**BOSCH CAPITAL (PTY) LTD**<br>**BOSCH MANAGEMENT SERVICES (PTY) LTD**<br>**BOSCH STEMELE (PTY) LTD**<br>**BOSCH EAST AFRICA LIMITED (KENYA)**<br>**BOOKER TATE HOLDINGS LTD**<br>**BOOKER TATE LTD** |
| **POLICY NUMBER :** | [redacted] |
| **PERIOD OF INSURANCE :** | **01 JULY 2023 – 30 JUNE 2024** |
| **JURISDICTION :** | **WORLDWIDE EXCLUDING NORTH AMERICA AND CANADA** |
| **COVER :** | **PROFESSIONAL INDEMNITY AND GENERAL PUBLIC LIABILITY** |
| **PRIMARY :** | Limit of Indemnity : R80 000 000 each and every claim<br>Deductible : R2 000 000 each and every claim |
| **INSURERS** | iTOO Special Risks (Pty) Ltd on behalf of Hollard 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

[redacted]

(She/Her/Hers)

[redacted]

Aon South Africa (Pty) Ltd
[redacted]
fNon-Executive

fia
Financial Intermediaries Association of Southern Africa

[redacted]

# C1.4 Insurance Broker's Warranty

AON
Empower Results®

26 May 2021

**TO WHOM IT MAY CONCERN**

**PROFESSIONAL INDEMNITY & RELATED INSURANCES**
**BOSCH HOLDINGS (PTY) LTD**

This letter serves to confirm that we have placed a Professional Indemnity Insurance Policy on behalf of the above-mentioned Client.

Briefly, we can confirm that the client has the following:-

| | | | |
|---|---|---|---|
| Insured | : | Bosch Holdings (Pty) Ltd | Bosch Projects (Pty) Ltd |
| | | Bosch Munitech (Pty) Ltd | Bosch Ulwazi (Pty) Ltd |
| | | Bosch Capital (Pty) Ltd | Bosch Management Services (Pty) Ltd |
| | | Bosch Stemele (Pty) Ltd | Bosch East Africa Limited (Kenya) |
| | | Booker Tate Holdings Ltd | Booker Tate Ltd |
| Business Activities | : | Multi-disciplinary Engineering, Quantity Surveying, Cost Control, Architectural, Project Management and Planning Services | |
| **Professional Indemnity/ Third Party Liability** | | | |
| Limit of Indemnity | : | R100 000 000 each and every claim | |
| Excess | : | R1 000 000 each and every claim | |
| **Public Liability** | | | |
| Limit of Indemnity | : | R100 000 000 each and every claim | |
| Period of Insurance | : | 01 June 2021 – 31 May 2022 (both days inclusive) | |
| Policy number | : | [redacted] | |
| Insurer : | : | Primary Layer R80 000 000 ITOO Special Risks (Pty) Ltd<br>1st Excess Layer R20 000 000 SHA Risk Specialists | |

**We hereby confirm that the PI Policy of Bosch Holdings responds to third party claims against Covered entities for losses suffered as a result of professional negligence, in terms of errors and omissions in their professional capacity.**

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

[redacted]

fia

Aon South Africa (Pty) Ltd
[redacted]

[redacted]

# 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

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# 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 | 1200 |
| 1.1.2 | Category B | Hr | 1100 |
| 1.1.3 | Category C | Hr | 700 |
| 1.1.4 | Category D | Hr | 400 |
| **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 | 1200 |
| 1.2.2 | Category B | Hr | 1100 |
| 1.2.3 | Category C | Hr | 700 |
| 1.2.4 | Category D | Hr | 400 |
| **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 | 1200 |
| 1.3.2 | Category B | Hr | 1100 |
| 1.3.3 | Category C | Hr | 700 |
| 1.3.4 | Category D | Hr | 400 |
| 1.3.5 | Providing Mentorship to City of Cape Town Staff | Hr | 500 |

| 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 | 1200 |
| 2.1.2 | Category B | Hr | 1000 |
| 2.1.3 | Category C | Hr | 700 |
| 2.1.4 | Category D | Hr | 400 |

| 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 | 1200 |
| 2.2.2 | Category B | Hr | 1000 |
| 2.2.3 | Category C | Hr | 700 |
| 2.2.4 | Category D | Hr | 400 |
| | **Civil Engineering Services :Stage 2 – Concept and Viability** | | |
| 2.2.5 | Category A | Hr | 1200 |
| 2.2.6 | Category B | Hr | 1000 |
| 2.2.7 | Category C | Hr | 700 |
| 2.2.8 | Category D | Hr | 400 |
| | **Civil Engineering Services: Stage 3 – Design Development** | | |
| 2.2.9 | Category A | Hr | 1200 |
| 2.2.10 | Category B | Hr | 1000 |
| 2.2.11 | Category C | Hr | 700 |
| 2.2.12 | Category D | Hr | 400 |
| | **Civil Engineering Services: Stage 4 – Documentation and Procurement** | | |
| 2.2.13 | Category A | Hr | 1200 |
| 2.2.14 | Category B | Hr | 1000 |
| 2.2.15 | Category C | Hr | 700 |
| 2.2.16 | Category D | Hr | 400 |
| | **Civil Engineering Services: Stage 5 – Contract Administration and Inspection** | | |
| 2.2.17 | Category A | Hr | 1200 |
| 2.2.18 | Category B | Hr | 1000 |
| 2.2.19 | Category C | Hr | 700 |
| 2.2.20 | Category D | Hr | 400 |
| | **Civil Engineering Services: Stage 6 – Close-Out** | | |
| 2.2.21 | Category A | Hr | 1200 |
| 2.2.22 | Category B | Hr | 1000 |
| 2.2.23 | Category C | Hr | 700 |
| 2.2.24 | Category D | Hr | 400 |
| **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 | 1200 |
| 2.3.2 | Category B | Hr | 1000 |
| 2.3.3 | Category C | Hr | 700 |
| 2.3.4 | Category D | Hr | 400 |
| 2.3.5 | Applying for Wayleaves | Hr | 150 |
| 2.3.6 | Act as leader of professional team | Hr | 1000 |
| 2.3.6 | Services related to preferential procurement | Hr | 150 |
| 2.3.7 | Providing Mentorship to City of Cape Town Staff | Hr | 500 |
| **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 | 700 |
| 2.3.8.2 | Category D | Hr | 400 |
| | **Civil Engineering Services: Construction Monitoring Level 2** | | |
| 2.3.8.3 | Category C | Hr | 500 |
| 2.3.8.4 | Category D | Hr | 350 |
| | **Civil Engineering Services: Construction Monitoring Level 3** | | |
| 2.3.8.5 | Category C | Hr | 500 |
| 2.3.8.6 | Category D | Hr | 350 |

| **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 | 1200 |
| 3.1.2 | Category B | Hr | 1000 |
| 3.1.3 | Category C | Hr | 700 |
| 3.1.4 | Category D | Hr | 400 |
| **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 | 1200 |
| 3.2.2 | Category B | Hr | 1000 |
| 3.2.3 | Category C | Hr | 700 |
| 3.2.4 | Category D | Hr | 400 |
| | **Electrical Engineering Services :Stage 2 – Concept and Viability** | | |
| 3.2.5 | Category A | Hr | 1200 |
| 3.2.6 | Category B | Hr | 1000 |
| 3.2.7 | Category C | Hr | 700 |
| 3.2.8 | Category D | Hr | 400 |
| | **Electrical Engineering Services: Stage 3 – Design Development** | | |
| 3.2.9 | Category A | Hr | 1200 |
| 3.2.10 | Category B | Hr | 1000 |
| 3.2.11 | Category C | Hr | 700 |
| 3.2.12 | Category D | Hr | 400 |
| | **Electrical Engineering Services: Stage 4 – Documentation and Procurement** | | |
| 3.2.13 | Category A | Hr | 1200 |

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| | | | |
|---|---|---|---|
| 3.2.14 | Category B | Hr | 1000 |
| 3.2.15 | Category C | Hr | 700 |
| 3.2.16 | Category D | Hr | 400 |
| | **Electrical Engineering Services: Stage 5 – Contract Administration and Inspection** | | |
| 3.2.17 | Category A | Hr | 1200 |
| 3.2.18 | Category B | Hr | 1000 |
| 3.2.19 | Category C | Hr | 700 |
| 3.2.20 | Category D | Hr | 400 |
| | **Electrical Engineering Services: Stage 6 – Close-Out** | | |
| 3.2.21 | Category A | Hr | 1200 |
| 3.2.22 | Category B | Hr | 1000 |
| 3.2.23 | Category C | Hr | 700 |
| 3.2.24 | Category D | Hr | 400 |
| **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 | 1000 |
| 3.3.2 | Category B | Hr | 1000 |
| 3.3.3 | Category C | Hr | 700 |
| 3.3.4 | Category D | Hr | 400 |
| 3.3.5 | Applying for Wayleaves | Hr | 150 |
| 3.3.6 | Act as leader of professional team | Hr | 300 |
| 3.3.7 | Services related to preferential procurement | Hr | 150 |
| 3.3.8 | Providing Mentorship to City of Cape Town Staff | Hr | 300 |
| **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 | 700 |
| 3.3.8.2 | Category D | Hr | 400 |
| | **Electrical Engineering Services: Construction Monitoring Level 2** | | |
| 3.3.8.3 | Category C | Hr | 500 |
| 3.3.8.4 | Category D | Hr | 350 |
| | **Electrical Engineering Services: Construction Monitoring Level 3** | | |
| 3.3.8.5 | Category C | Hr | 500 |
| 3.3.8.6 | Category D | Hr | 350 |

| **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 | 1200 |
| 4.1.2 | Category B | Hr | 1000 |
| 4.1.3 | Category C | Hr | 700 |
| 4.1.4 | Category D | Hr | 400 |
| **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 | 1200 |
| 4.2.2 | Category B | Hr | 1000 |
| 4.2.3 | Category C | Hr | 700 |
| 4.2.4 | Category D | Hr | 400 |
| | **Structural Engineering Services: Stage 2 – Concept and Viability** | | |
| 4.2.5 | Category A | Hr | 1200 |
| 4.2.6 | Category B | Hr | 1000 |
| 4.2.7 | Category C | Hr | 700 |
| 4.2.8 | Category D | Hr | 400 |
| | **Structural Engineering Services: Stage 3 – Design Development** | | |
| 4.2.9 | Category A | Hr | 1200 |
| 4.2.10 | Category B | Hr | 1000 |
| 4.2.11 | Category C | Hr | 700 |
| 4.2.12 | Category D | Hr | 400 |
| | **Structural Engineering Services: Stage 4 – Documentation and Procurement** | | |
| 4.2.13 | Category A | Hr | 1200 |
| 4.2.14 | Category B | Hr | 1000 |
| 4.2.15 | Category C | Hr | 700 |
| 4.2.16 | Category D | Hr | 400 |
| | **Structural Engineering Services: Stage 5 – Contract Administration and Inspection** | | |
| 4.2.17 | Category A | Hr | 1200 |
| 4.2.18 | Category B | Hr | 1000 |
| 4.2.19 | Category C | Hr | 700 |
| 4.2.20 | Category D | Hr | 400 |
| | **Structural Engineering Services: Stage 6 – Close-Out** | | |
| 4.2.21 | Category A | Hr | 1200 |
| 4.2.22 | Category B | Hr | 1000 |
| 4.2.23 | Category C | Hr | 700 |
| 4.2.24 | Category D | Hr | 400 |
| **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 | 1000 |
| 4.3.2 | Category B | Hr | 900 |
| 4.3.3 | Category C | Hr | 600 |
| 4.3.4 | Category D | Hr | 400 |

| | | | |
|---|---|---|---|
| 4.3.5 | Applying for Wayleaves | Hr | 150 |
| 4.3.6 | Act as leader of professional team | Hr | 250 |
| 4.3.7 | Services related to preferential procurement | Hr | 250 |
| 4.3.8 | Providing Mentorship to City of Cape Town Staff | Hr | 250 |
| **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 | 700 |
| 4.3.8.2 | Category D | Hr | 400 |
| | **Structural Engineering Services: Construction Monitoring Level 2** | | |
| 4.3.8.3 | Category C | Hr | 700 |
| 4.3.8.4 | Category D | Hr | 400 |
| | **Structural Engineering Services: Construction Monitoring Level 3** | | |
| 4.3.8.5 | Category C | Hr | 400 |
| 4.3.8.6 | Category D | Hr | 250 |

| **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 | 900 |
| 5.1.2 | Environmental Practitioner Assistant | Hr | 500 |
| **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 | 900 |
| 5.2.2 | Environmental Practitioner Assistant | Hr | 500 |

| **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 | 900 |
| 6.1.2 | Heritage Practitioner Assistant | Hr | 500 |
| **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 | 900 |
| 6.2.2 | Heritage Practitioner Assistant | Hr | 500 |

| **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 | 900 |
| **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 | 900 |
| **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 | 600 |
| **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 | 600 |

| 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 | 500 |
| **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 | 500 |
| **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 | 450 |
| **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 | 450 |

| Item 11: Land Surveying Services 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 | 800 |

| | | | |
|---|---|---|---|
| 11.1.2 | Field Work | Hr | 300 |
| 11.1.3 | Office Work | Hr | 200 |

| 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 | 1200 |
| 12.1.2 | Associates and Managers | Hr | 1200 |
| 12.1.3 | Staff with direct responsibility towards the project | Hr | 600 |
| 12.1.4 | Salaried Staff working under control or under supervision | Hr | 300 |
| **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 | 1200 |
| 12.2.2 | Associates and Managers | Hr | 1200 |
| 12.2.3 | Staff with direct responsibility towards the project | Hr | 600 |
| 12.2.4 | Salaried Staff working under control or under supervision | Hr | 300 |
| **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 | 900 |
| 12.3.2 | Associates and Managers | Hr | 900 |
| 12.3.3 | Staff with direct responsibility towards the project | Hr | 500 |
| 12.3.4 | Salaried Staff working under control or under supervision | Hr | 250 |
| 12.3.5 | Act as leader of professional team | Hr | 700 |
| 12.3.6 | Services related to preferential procurement | Hr | 250 |
| 12.3.7 | Providing Mentorship to City of Cape Town Staff | Hr | 500 |

| 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 | 1200 |
| 13.1.2 | Senior Registered Urban Designer > 7 Years | Hr | 1000 |
| 13.1.3 | Registered Urban Designer | Hr | 1000 |
| 13.1.4 | Urban Designer in Training | Hr | 300 |
| **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 | 1200 |
| 13.2.2 | Senior Registered Urban Designer > 7 Years | Hr | 1000 |
| 13.2.3 | Registered Urban Designer | Hr | 1000 |
| 13.2.4 | Urban Designer in Training | Hr | 300 |

| **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 | 1200 |
| 14.1.2 | Associates and Managers | Hr | 1000 |
| 14.1.3 | Staff with direct responsibility towards the project | Hr | 700 |
| 14.1.4 | Salaried Staff working under control or under supervision | Hr | 300 |
| **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 | 1200 |
| 14.2.2 | Associates and Managers | Hr | 1000 |
| 14.2.3 | Staff with direct responsibility towards the project | Hr | 700 |
| 14.2.4 | Salaried Staff working under control or under supervision | Hr | 300 |

| **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 | 750 |
| 15.1.2 | Associates and Managers | Hr | 700 |
| 15.1.3 | Staff with direct responsibility towards the project | Hr | 400 |
| 15.1.4 | Salaried Staff working under control or under supervision | Hr | 300 |
| **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 | 750 |

| | | | |
|---|---|---|---|
| 15.2.2 | Associates and Managers | Hr | 700 |
| 15.2.3 | Staff with direct responsibility towards the project | Hr | 400 |
| 15.2.4 | Salaried Staff working under control or under supervision | Hr | 300 |
| **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 | 750 |
| 15.3.2 | Associates and Managers | Hr | 700 |
| 15.3.3 | Staff with direct responsibility towards the project | Hr | 400 |
| 15.3.4 | Salaried Staff working under control or under supervision | Hr | 300 |
| 15.3.5 | Act as leader of professional team | Hr | 500 |
| 15.3.6 | Services related to preferential procurement | Hr | 150 |
| 15.3.7 | Providing Mentorship to City of Cape Town Staff | Hr | 300 |

| **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 | 700 |
| 16.1.2 | Category D | Hr | 400 |
| **Clerk of Works Top Structures-Level 2** | | | |
| 16.1.3 | Category C | Hr | 700 |
| 16.1.4 | Category D | Hr | 400 |
| **Clerk of Works Top Structures-Level 3** | | | |
| 16.1.5 | Category C | Hr | 700 |
| 16.1.6 | Category D | Hr | 400 |

| **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 | 500 |
| **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 | 500 |
| **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 | 500 |

| 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 | 600 |
| 18.1.2 | Geotechnical Engineer | Hr | 1300 |
| 18.1.3 | Transport Engineer | Hr | 1300 |
| **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 | 600 |
| 18.2.2 | Geotechnical Engineer | Hr | 1350 |
| 18.2.3 | Transport Engineer | Hr | 1350 |
| **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 | 600 |
| 18.3.2 | Geotechnical Engineer | Hr | 1350 |
| 18.3.3 | Transport Engineer | Hr | 1350 |

## Item No. 19: Recoverable Expenses (Disbursements) – all disciplines

| Item No. | Description | Unit | Rate |
|---|---|---|---|
| 19.1 | Size A0 (Monochrome) | No. | 20 |
| 19.2 | Size A1 (Monochrome) | No. | 20 |
| 19.3 | Size A2 (Monochrome) | No. | 15 |
| 19.4 | Size A3 (Monochrome) | No. | 10 |
| 19.5 | Size A4 (Monochrome) | No. | 5 |
| 19.6 | Size A0 (Colour) | No. | 30 |
| 19.7 | Size A1 (Colour) | No. | 30 |
| 19.8 | Size A2 (Colour) | No. | 20 |
| 19.9 | Size A3 (Colour) | No. | 15 |
| 19.10 | Size A4 (Colour) | No. | 10 |
| 19.11 | Size A0 (Film) | No. | 100 |
| 19.12 | Size A1 (Film) | No. | 100 |
| 19.13 | Size A2 (Film) | No. | 60 |
| 19.14 | Size A3 (Film) | No. | 40 |
| 19.15 | Size A4 (Film) | No. | 20 |
| 19.16 | Laminated posters: Size A0 (Colour) | No. | 150 |
| 19.17 | Laminated posters: Size A1 (Colour) | No. | 150 |

| | | | |
|---|---|---|---|
| 19.18 | Laminated posters: Size A2(Colour) | No. | 100 |
| 19.19 | Compilation and binding of reports/tender documents, books of drawings, etc. | No. | 50 |
| 19.20 | Electronic Data provided on Compact Disk. | No. | 10 |
| 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. | % | 0.00% |

**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.

[redacted]

SIGNATURE OF TENDERER/S

21 September 2021

DATE



[redacted]

# 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. BRIEF59
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.

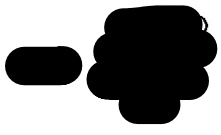
The composition of the Project Steering Committee will consist of Representatives of the beneficiary community, Ward Councillor, Sub-Council Chair or nominated Councillor Representative, Relevant City Officials, Consultants. (Refer to City of Cape Town's policy document on "Housing Project steering Committee").

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

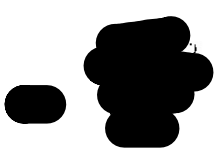
The Civil Engineer shall be responsible for the following:

### 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

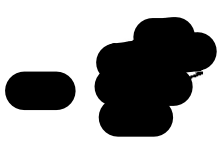
- Attend design and consultant's meetings
- Prepare specifications and preambles for the works
- Accommodate services design
- Check cost estimates and adjust designs and documents if necessary to remain within budget  Formulate the procurement strategy for contractors or assist the principal consultant 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.

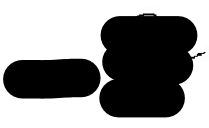
### Stage 6: Close-Out

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

### 7.2.1.3.1Service 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.
- Asses 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.<br><br>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.<br><br>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 SETTTLEMENTS**

**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



[redacted]

## 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]Documentory 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% x P* | Value of JV partner's contribution to date (excl. VAT)[1] C | Value of JV partner's contribution as a percentage of the work executed to date D = C/P*x100 |
|---|---|---|---|---|---|
| JV Partner A | | % | R | R | % |
| JV Partner B | | % | R | R | % |
| JV Partner C | | % | R | R | % |
| | | | | | |
| | | | | | |

[1]Documentary evidence to be provided

**Signatures**

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

**Verified by Employer's Representative:** _____ **Date:** _____

# PART C4 : SITE INFORMATION

**Regions**



[redacted]

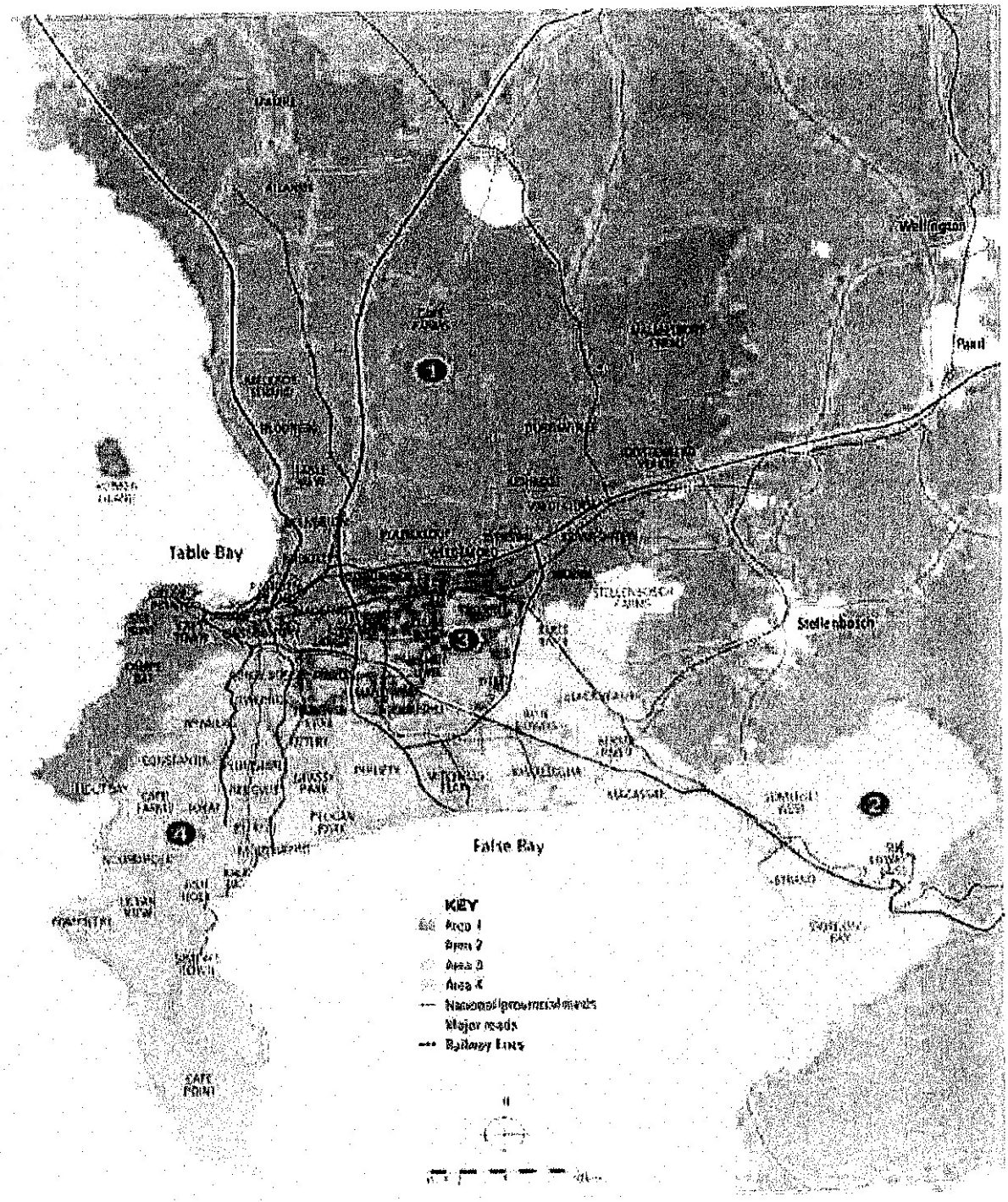


Table Bay
False Bay
Wellington
Stellenbosch
KEY
Area 1
Area 2
Area 3
Area 4
Major roads
Railway Lines

# PART C5- KEY PERSONNEL

**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 11: KEY PERSONNEL**

The tenderer is referred to the appropriate clause(s) of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or a specialist consultant/firm, in order for the tenderer to be eligible to submit a tender for this project. If the Service provider want to attach the Curriculum Vitae of each individual, please append to this schedule. If bounded separately, please mark clearly Schedule 11: Key Personnel. Please note that the Curriculum Vitae is not compulsory

**PROJECT MANAGER: Name:** [redacted]

| Current Job Title | Employer | Qualifications | Registration no: | No of years post graduate experience |
|---|---|---|---|---|
| [redacted] | [redacted] | [redacted] | ECSA [redacted] Pr CPM [redacted] | [redacted] |

**Relevant Experience:**

[redacted] assisted the City of Cape Town with the development and implementation of over 50 building projects as Project Director and Civil Engineer. These included major Housing developments and Social development projects.

[redacted] also holds a MBA degree specializing in Project Management as well as Programme management of large scale projects.

**Start Date (dd:mm:yyyy):** 1996 **End Date(dd:mm:yyyy)::** Current

**CIVIL ENGINEER** [redacted]

| Current Job Title | Employer | Qualifications | Registration no: | No of years post graduate experience |
|---|---|---|---|---|
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |

**Relevant Experience:**

City of Cape Town : Site C Family Park, Khayelitsha
Upgrading of existing sport complex to recreation family park as part of the City of Cape Town's SMART Parks



[redacted]

initiative - This project included the investigation, design, and tender documentation for bulk earthworks, walkways, parking upgrading, synthetic turfs, running tracks, fencing, irrigation, landscaping and lighting. (R10 Million)

**Project Name:** Development of Mfuleni Low-Cost Housing (R600 Million)

**Description:** The projects entailed the planning studies and design for the Mfuleni Housing Development (600 units) for the City of Cape Town, incl. all bulk and internal services.

**Start Date(dd:mm:yyyy)::** March 2020 **End Date(dd:mm:yyyy)::** Current

**Project Name:** Development of Enkanini Low-Cost Housing (R400 Million)

**Description:** The project entailed the planning studies and design for the Enkanini Housing Development (2 500 units) for the City of Cape Town, including all bulk and internal services.

**Start Date(dd:mm:yyyy)::** March 2020 **End Date(dd:mm:yyyy)::** Current

**Project Name:** Development of Various Community Based Projects

**Description:** R200 million

The project entailed the design and implementation of more than 50 community-based projects (clinics, libraries, security facilities, building upgrades, cemeteries) under a 3 year term appointment.

**Start Date(dd:mm:yyyy)::** March 2019 **End Date(dd:mm:yyyy)::** Current

**Project Name:** ~~Mfuleni~~ Upgrading of Gravel Roads for Breede Valley

**Description:** Municipality.

Planning, design and tender documentation for upgrading of various gravel roads within the Breede Valley Municipality

jurisdiction : i.e. Touws River (Steenvliet) De Doorns East Zwelethemba and Hex Industria (Worcester).

| Start Date(dd:mm:yyyy):: February 2016 | End Date(dd:mm:yyyy):: December 2017 |
|---|---|

Project Name: Malibu Infill Housing

Description: Development of 276 infill housing opportunities incl design of connector services + project management for the development of all top structures.

| Start Date(dd:mm:yyyy):: June 2018 | End Date(dd:mm:yyyy):: Current |
|---|---|

CIVIL ENGINEER [redacted]

| NAME | JOB TITLE | QUALIFICATIONS | ECSA REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
|---|---|---|---|---|
| [redacted](C) | [redacted] | Pr Tech Eng | [redacted] | [redacted] |

Relevant Experience:

Drakenstein Municipality: Schoongezicht Development (R39 million) Civil Engineering Services for new development ± 615 erven surrounded by existing developments - Water, Sewer, roads + Storm water

[redacted] specializes in bulk water and sewer systems.

Project Name: City of Cape Town: Upgrading of Mitchells Plain Town Centre (± R39 Million)

Description: Replacement of 25 000 m² segmented paving for pedestrian walkways and squares, upgrading of 4 parking areas, storm water, water + sewer services, street lighting + CCTV networks with pole mounted cameras, landscaping (more than 200 trees)



[redacted]

irrigation, street furniture, trader canopies, renewal of old bus terminus etc.

| | |
|---|---|
| Start Date(dd:mm:yyyy):: 2011 | End Date(dd:mm:yyyy):: 2012 |

Project Name: Drakenstein Municipality - Schoongezicht Development

Description: (R39 Million)

Civil Engineering Services for new development ± 615 Server surrounded by existing developments - Water, Sewer, Roads + Storm Water

| | |
|---|---|
| Start Date(dd:mm:yyyy):: 2010 | End Date(dd:mm:yyyy):: 2012 |

Project Name: City of Cape Town: Metro South East Cemetery

Description: Planning and design of complete development. Design and construction of engineering services for phase 2 incl. access and parking area, boundary fence access gates, ablution + security building with fences, paving, street furniture, water sewer + electrical connections. Project includes town planning, architectural designs and quantity surveying

| | |
|---|---|
| Start Date(dd:mm:yyyy):: 2017 | End Date(dd:mm:yyyy):: Current |

Project Name: Tafelsig Cemetery Development (R20 million)

Description: Prelim design of engineering services including roads, stormwater, ablution + security building with security fence, paving, street furniture, water, sewer and electrical connections for development. Project includes town planning, architectural designs and quantity surveying. EIA, TIA, Freshwater, hydrological, stormwater manggement plan + geotech.

| | |
|---|---|
| Start Date(dd:mm:yyyy):: 2018 | End Date(dd:mm:yyyy):: Current |

Project Name: Malibu / Conifers Infill Housing (R52 million)

Description: Planning and design of new water + sewer connections and driveways for 276 new infill houses in Malibu + Conifers.

| | | | | |
|---|---|---|---|---|
| Start Date(dd:mm:yyyy):: 2017 | | End Date(dd:mm:yyyy):: Current | | |
| ELECTRICAL ENGINEER [redacted] | | | | |
| NAME | JOB TITLE | QUALIFICATIONS | ECSA REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |

**Relevant Experience:**

[redacted] is an Electrical Engineer with extensive experience in distribution networks of low and medium voltage. He has completed numerous housing electrification projects.

**Project Name:** Development of Mfuleni Low-Cost Housing (R60 million)
**Description:** The project entailed the planning studies and design for the Mfuleni Housing Development (600 Units) for the City of Cape Town incl. all bulk + internal services.

**Start Date(dd:mm:yyyy):** March 2020 **End Date(dd:mm:yyyy):** Current
**Project Name:** Enkanini Low Cost Housing Development
**Description:** (R400 million)
The project entailed the ~~design and implementation of more than 50~~ planning studies of and design of the Enkanini Housing Development for the City of Cape Town, incl. all bulk and internal services [redacted]

**Start Date(dd:mm:yyyy):** March 2020 **End Date(dd:mm:yyyy):** Current.
**Project Name:** Extension of Eerste River Clinic
**Description:** Low voltage distribution, lighting and





[redacted]

Small power for the City of Cape Town.

| | |
|---|---|
| Start Date(dd:mm:yyyy):: 2020 | End Date(dd:mm:yyyy):: Current |

Project Name: Blue Ridge Precinct Planning

Description:

Clinic, Library, Pool centre + service buildings for the City of Cape Town.

| | |
|---|---|
| Start Date(dd:mm:yyyy):: 2020 | End Date(dd:mm:yyyy):: Current |

Project Name: Bethelsdorp Erf 1542 (Nelson Mandela Bay Mun)

Description:

Rectification of 278 housing units to Contractors on the project.

| | |
|---|---|
| Start Date(dd:mm:yyyy):: June 2018 | End Date(dd:mm:yyyy):: Sept. 2019 |

ELECTRICAL ENGINEER [redacted]

| NAME | JOB TITLE | QUALIFICATIONS | ECSA REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
|---|---|---|---|---|
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |

Relevant Experience:

[redacted] specializes in medium + high voltage electrical networks. As well as the design and implementation of sub-stations.

| | |
|---|---|
| **Project Name:** Dept. of Housing Paddie 105 Low Cost Housing | |
| **Description:** Engineering + Project Management services for the rectification and rebuilding of 500 RDP housing units. (R15 million) | |
| **Start Date(dd:mm:yyyy)::** 2017 | **End Date(dd:mm:yyyy)::** 2018 |
| **Project Name:** Dept. of Housing : Egoli Phase 1 + 2 | |
| **Description:** Engineering + Project Management for rectification and rebuilding of 150 RDP housing units. (R26,5 million) | |
| **Start Date(dd:mm:yyyy)::** 2017 | **End Date(dd:mm:yyyy)::** 2019 |
| **Project Name:** Dept. of Human Settlements: Seymour 232 Housing Rectification | |
| **Description:** Engineering + Projects Management for rectification of 232 houses in Seymour. (R14 million) | |
| **Start Date(dd:mm:yyyy)::** 2018 | **End Date(dd:mm:yyyy)::** 2019 |
| **Project Name:** Dept. of Human Settlements: Bhofolo 300 Housing Rectification | |
| **Description:** Engineering + Project Management for Rectification of 300 Houses in Bhofolo (R17 million) | |

| | |
|---|---|
| Start Date(dd:mm:yyyy):: 2017 | End Date(dd:mm:yyyy):: 2019 |
| Project Name: Dept. of Housing : Butterworth 22 Low Cost Housing | |
| Description: Engineering and Project Management services for the rectification and rebuilding of 282 RDP housing units (R3 million) | |
| Start Date(dd:mm:yyyy):: 2018 | End Date(dd:mm:yyyy):: 2019 |

**LAND SURVEYOR**

| NAME | JOB TITLE | QUALIFICATIONS | PLATO REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
|---|---|---|---|---|
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |

**Relevant Experience:**

Project Management
Cadastral Surveys, In association with Nick Laubser + Frank Truter
Engineering Surveys
Topographical Surveys
Construction Surveys (levelling
As-Built Surveys, Control Surveys, Monitoring Surveys

**TOWN PLANNER**

| NAME | JOB TITLE | QUALIFICATIONS | SACPLAN REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
|---|---|---|---|---|
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |

**Relevant Experience:**

- Simonstown Dido Valley Housing (600 Erven)
- Airport Precinct : Gugulethu : Development Framework (80 HA)
- Overstrand Housing : (Kleinmond 380 erven) (zwelihle 836 erven) Blompark 450 erven). Langeberg : Ashton (zolani 200 erven)
- West Coast District 50F (202-2014) - Brackenfell Everite Hostels (200 erven)

| ENVIRONMENTAL ASSESMENT PRACTIONER [redacted] | | | | |
|---|---|---|---|---|
| NAME | JOB TITLE | QUALIFICATIONS | REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |

**Relevant Experience:**

Environmental Impact Assessments (Project Management, Report Compilation, compliance monitoring + auditing, public participation management, legislation + regulation review)
EIA's: Basic Assessments + rectification Apps. ito NEMA, NEM, Waste Act, SAQA Professional

**Project Name:** Blueberry Housing Development

**Description:** Proposed BHHD is located on Erf 1901 within the urban edge of Blue Downs on Cape Flats. The 80 ha site consists of undeveloped land surrounded by urban development on the northern + eastern sides. 3932 Housing Units

**Start Date (dd:mm:yyyy):** 02/02/2018 **End Date (dd:mm:yyyy)::** 30/09/2019

**Project Name:** Mfuleni Housing Development

**Description:**

Site Screening for proposed large scale housing development

**Start Date (dd:mm:yyyy)::** 02/03/2020 **End Date (dd:mm:yyyy)::** Current.

**Start Date (dd:mm:yyyy)::** **End Date (dd:mm:yyyy)::**

**SOCIAL FACILITATOR**

| NAME | JOB TITLE | QUALIFICATIONS | REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
|---|---|---|---|---|



[redacted]

| | | | | |
|---|---|---|---|---|
| [redacted] | [redacted] | [redacted] | N/A | [redacted] |

**Relevant Experience:**

[redacted] has extensive experience in facilitation, Organization development and management consultancy - She facilitates Public Participation Processes and participative monitoring and evaluation.

**BENEFICIARY ADMINISTRATOR** [redacted]

| NAME | JOB TITLE | QUALIFICATIONS | REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
|---|---|---|---|---|
| [redacted] | [redacted] | [redacted] | N/A | |

**Relevant Experience:**

Facilitation
Project Management
Client liaison

**SIGNED ON BEHALF OF TENDERER:** ..... [redacted] .....



[redacted]

| Health and Safety Consultant | | | | |
|---|---|---|---|---|
| NAME | JOB TITLE | QUALIFICATIONS | SACPMCP (H&S) REGISTRATION NO. | NO. OF YEARS SPECIFIED EXPERIENCE |
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |

**Relevant Experience:**

16 on Bree : 37 Storey high rise mixed used building : R1.2 Billion
The Docklands : Five Storey Mixed Use development - R350 Million
Obs Court : 300 Unit Student Accommodation Development - R450 Million
35 On Main : Eight Storey residential development - R300 Million
KPMG Place : 35 Storey Office Block . R300 Million
Draper On Main : Eight Storey office Block . R300 Million

# PART C6- SCHEDULE OF SUB CONSULTANTS

**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 19: SCHEDULE OF SUB-CONSULTANTS**

We notify you that it is our intention to employ the following sub-consultants for work (excluding work covered by provisional sums and contingencies) in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed sub-consultants. Should any of the sub-consultants not be approved subsequent to acceptance of the tender, this shall in no way invalidate the contract, and the tendered unit rates for the various items making up the work activities shall remain final and binding.Please append all sub consultant agreements to this schedule.

| SUB-CONSULTANTS | | [redacted] |
|---|---|---|
| Sub-consultant's name | Work activities to be undertaken by the Sub-consultants | |
| URBAN DYNAMICS | TOWN PLANNING | |
| JOUBERT BRINK | TOPOGRAPHICAL & LAND SURVYING | |
| SAFETYCON | HEALTH & SAFETY | |
| SILLITO ENVIRONMENT | ENVIRONMENTAL CONSULTING | |
| ELITE CONSULTING | SOCIAL FACILITATION | |
| BOSMAN VAN NIEKERK | QUANTITY SURVEYING | |

Number of sheets appended by the tenderer to this Schedule ..... (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER: [redacted]