



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

MEMORANDUM OF AGREEMENT

FOR THE

**PROVISION OF PROFESSIONAL SERVICES, TECHNICAL SUPPORT AND
IMPLEMENTATION IN RESPECT OF THE DESIGN AND CONSTRUCTION
MONITORING OF TREATED EFFLUENT INFRASTRUCTURE AND OTHER
ALTERNATIVE WATER SOURCES INFRASTRUCTURE**

MADE AND ENTERED INTO BETWEEN

CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

And

BERGSTAN SOUTH AFRICA (PTY) LTD



(Winner)

Contract No 370C/2021/22

30. R

PREAMBLE

WHEREAS Tender **370C/2021/22** was awarded to Bergstan South Africa (Pty) Ltd as a "Winner" in line with the SCM- Bid Adjudication Committee resolution **SCMB 11/02/23** dated **06 February 2023** for the **PROVISION OF PROFESSIONAL SERVICES, TECHNICAL SUPPORT AND IMPLEMENTATION IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF TREATED EFFLUENT INFRASTRUCTURE AND OTHER ALTERNATIVE WATER SOURCES INFRASTRUCTURE** for a period of 72 months, from date of commencement until 30 June 2029.

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), read with the Contract Specific Data ("CSD") annexed hereto marked **PART 2: CONTRACT DATA**".

NOW THEREFORE THE PARTIES AGREE, AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

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

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

2. INTERPRETATION

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

- 2.1.1. first, the terms and conditions of the CSD;
- 2.1.2. second, the terms and conditions of the GCC;
- 2.1.3. third, Parts and Annexures to this Contract; and
- 2.1.4. fourth, any other documents incorporated by reference.

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

3. APPOINTMENT AND DURATION

3.1. The Employer hereby appoints the Contractor 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 GCC or any other provision in terms of this Contract, this Contract shall be in place from **date of commencement until 30 June 2029**.

4. MUTUAL GOOD FAITH / CO-OPERATION

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

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

5. OBLIGATIONS OF THE EMPLOYER

- 5.1. The Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**PART 5: SCOPE OF WORK**), subject to the satisfactory fulfilment of the obligations by the Contractor as set out in this Contract.
- 5.2. The Employer shall monitor and evaluate the Contractor's performance in respect of the Scope of Work.

6. OBLIGATIONS OF THE CONTRACTOR

- 6.1. The Contractor hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work (**PART 5: SCOPE OF WORK**).
- 6.2. The Contractor will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 6.3. The Contractor will ensure that the Works will be of a satisfactory quality and fit for purpose.
- 6.4. The Contractor shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.
- 6.5. The Contractor will not conduct any activity of whatsoever nature which may be detrimental to the Employer's reputation and goodwill.

7. PRICING DATA

- 7.1. The Contract Price for the Works shall be as set out in the Pricing Data annexed marked "**PART 4 : SCHEDULE OF RATES**".
- 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.

PART 1 : AGREEMENTS

CITY OF CAPE TOWN

WATER & SANITATION: TECHNICAL SERVICES

CONTRACT NO. 370C/2021/22

PROVISION OF PROFESSIONAL SERVICES, TECHNICAL SUPPORT AND IMPLEMENTATION IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF TREATED EFFLUENT INFRASTRUCTURE AND OTHER ALTERNATIVE WATER SOURCES INFRASTRUCTURE

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 370C/2021/22: PROVISION OF PROFESSIONAL SERVICES, TECHNICAL SUPPORT AND IMPLEMENTATION IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF TREATED EFFLUENT INFRASTRUCTURE AND OTHER ALTERNATIVE WATER SOURCES INFRASTRUCTURE

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

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

This is a rates based contract.

The rates contained in Part C2.2 Schedules of Rates, shall form the tender offer. These rates shall be multiplied, as applicable, by the required quantities in respect of the 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 the Framework Contract document.

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

Signature(s)

Name(s)

Capacity

for the tenderer

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

(Address of organization/tenderer)

Name and
signature
of witness

Date 12 JULY 2022

For official use:

INITIALS OF CITY OFFICIALS AT TENDER
OPENING

1.

2.

3.

Tender
Part T2: Returnable Documents
Reference No. 370C/2021/22

33

T2.
Returnable Documents

30.22

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER NO. 370C/2021/22: PROVISION OF PROFESSIONAL SERVICES, TECHNICAL SUPPORT AND IMPLEMENTATION IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF TREATED EFFLUENT INFRASTRUCTURE AND OTHER ALTERNATIVE WATER SOURCES INFRASTRUCTURE

(TO BE FILLED IN BY THE EMPLOYER)

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

The terms of the contract, are contained in:

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

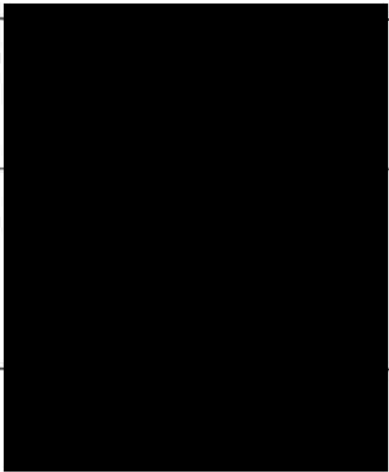
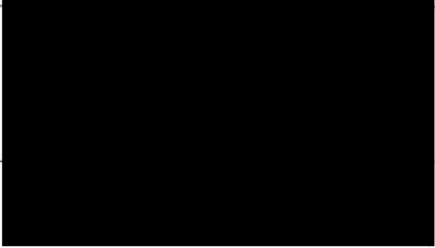
and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

which the agreement presented to the contractor shall constitute the binding contract between the parties.

The Parties	Employer	Contractor
Business Name	City of Cape Town	Bergstan South Africa (Pty) Ltd
Business Registration	Not Applicable	
Tax number (VAT)	4500193497	
Physical Address	Civic Centre 12 Hertzog Boulevard Cape Town, 8000	
Accepted contract sum including tax	As per Part C2: Pricing Data	
Accepted contract duration	From date of commencement to 30 June 2029	
Signed – who by signature hereto warrants authority		
Name of signatory	Executive Director: Water and Sanitation	
Signed: Date	2023.08.16	15 AUGUST 2023
Signed: Location	Bellville	CAPE TOWN
Signed: Witness		
Name of Witness		

SCHEDULE OF DEVIATIONS

**CONTRACT NO. 370C/2021/22: PROVISION OF PROFESSIONAL SERVICES, TECHNICAL
SUPPORT AND IMPLEMENTATION IN RESPECT OF THE DESIGN AND CONSTRUCTION
MONITORING OF TREATED EFFLUENT INFRASTRUCTURE AND OTHER ALTERNATIVE WATER
SOURCES INFRASTRUCTURE**

(TO BE FILLED IN BY THE CITY)

Schedule of Deviations

Notes:

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

1 Subject ... NONE.....

Details ... NONE.....

By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document 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 CCT during this process of offer and acceptance.

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

PART 2: CONTRACT DATA

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:

"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 stated in the Contract Data, during which Works Projects may be allocated to the Service Provider and for which Purchase Orders may be raised (issued) provided that such orders be completed prior to the expiry of the period.

"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 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:

Name: [REDACTED]

Address: Water and Sanitation Department
C/o Voortrekker Road and Mike Pienaar Boulevard
Bellville
7535

E-mail: [REDACTED]

Tel: [REDACTED]

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. Key Personnel shall have the same meaning as Key Persons.

Replace the term **Period of Performance**:

Replace the term Period of Performance with the term **Framework Contract Period** (as defined above).

The Framework Contract Period is 72 months from commencement of the contract.

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

The project is the **PROVISION OF PROFESSIONAL SERVICES, TECHNICAL SUPPORT AND IMPLEMENTATION IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF TREATED EFFLUENT INFRASTRUCTURE AND OTHER ALTERNATIVE WATER SOURCES INFRASTRUCTURE**

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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.

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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).

||

Add the following definition:

"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.

"Schedules of Rates" 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 "Standby Service Provider 1"

"Standby Service Provider 1" means the highest ranked Service Provider for a branch 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 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.

Clause 3

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

Add the following after clause 3.1

Clause 3.2

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

Clause 3.2

Replace the words "time for completion" with "Framework Contract Period".

Clause 3.4 and Clause 4.3.2:

Add the following:

The authorised and designated representative of the Employer is the **Executive Director: WATER & SANITATION**.

The address for receipt of communications is:

E-mail:

Postal Address:

PO Box 298
CAPE TOWN
8000

Physical Address:

Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8000

Clause 3.4.1:

Add the following to the first sentence:

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

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

Clause 3.5:

Add the following:

The location for the performance of the Project will be the **LOCAL OFFICE** of the service provider, together with the site of the proposed projects. The office must be in the City of Cape Town Municipal area. If the Service Provider does not have a local office, they will be expected to establish a local office within 2 (two) months of the commencement of the contract. All communication with the Employer will flow through this local office. The office may belong to the Service Provider, or any of its Joint Venture Partners (if applicable) or sub-consultants.

Key personnel will be expected to work out of the local office as the exigencies of this contract require.

Clause 3.9.1:

Add the following after f):

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

Clause 3.9.2:

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

Add the following at the end of the clause:

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

Clause 3.9.3:

Delete the clause and replace with the following:

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

Clause 3.9.2:

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

Clause 3.9.3:

Add the following:

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

Clause 3.12

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

Clause 3.12.1

Add the following:

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

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

- The penalty amount for every day for which the Local Office is not established and functional is R5 000 with no limit.
- The minimum 'functional' requirement is for the Key Personnel (required for the Works Projects) to be established together with the necessary physical resources.
- A Breach Notice will be Issued if the Local Office is not established by the due date with the requirement that the matter be remedied within 14 days or such time as agreed to by the Employer.
- No further Works Project Briefs will be issued if the Local Office is not established and functional within 2 (two) months of the Contract Start Date.
- Should the Employer consider the local office not to be functional at any stage during the course of the contract, the Employer will notify the Service Provider accordingly and issue a Breach Notice.
- If the matter is not resolved within 14 days (or such time as agreed to by the Employer) of the issuing of the Breach Notice, the Employer may terminate the contract in terms of Clause 8.4.1 (c) of the Contract Data.

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

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

- The penalty amount per day for each Works Project is R2 000 (to a maximum of 30 days - R 60 000).
- 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

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.

Add the following:

Clause 3.16.3:

The tendered rates shall remain firm for the first 12 (twelve) months from the date of commencement of the contract and no claims for contract price adjustment will be considered for the first 12 (twelve) months. The adjustment of rates will be applicable as from commencement of the 13th (thirteenth) month.

After the period stated above, the percentage increase in the rates will be based on the escalation rates as specified by CPI. The escalation percentage will be calculated by using the monthly CPI for the previous 12 (twelve) months and calculating the total percentage for the year. This total percentage will be applied for the full subsequent 12 (twelve) month period. This method will be used for every 12 (twelve) month period after the initial 12 (twelve) months.

||

Clause 4.7:

Add the following:

Payment shall be made in accordance with the Purchase Orders issued, approved invoices, as well as per the provisions of Part C2.1 Pricing Assumptions.

Clause 4.8 Procedure for the allocation of Works Projects:

The Employer will provide the Service Provider with a 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 1".

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 1".

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.

Clause 5.1.1

Add the following:

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

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

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

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

Add the following after Clause 5.1.2:

Clause 5.1.3

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

- Repeated inadequate Works Project Proposals (including methodology, resources availability and appropriate skills, resource-based costing where applicable, programming time frames/milestones, cost proposals);
 - Failure to provide adequate and appropriate resources;
 - Repeated failure to adhere to the agreed programme or time frames/milestones,
 - Repeated failure to submit reports, drawings or other documents by the agreed dates;
 - Repeated errors or significant design or construction monitoring errors;
 - Other failures or actions on the part of the Service Provider causing additional costs to the Employer or delays to the programme;
 - Combinations of the above.
- (a) If the "Winner" does not remedy a failure in the performance of their duties under the Works Project within fourteen (14) days of having been notified thereof, or within any further period that the Employer may subsequently approve in writing, the Employer reserves the right to:
- Reduce the scope of work of the Works Project;
 - Cancel the Works Project;
 - Offer the Works Project in question and/or subsequent Works Projects to the "Standby Service Provider 1".
- (b) If the "Standby Service Provider 1" 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
 -

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 R10 000 000 in respect of each and every claim during the period of insurance. Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.
- b) Public Liability insurance with a limit of indemnity of not less than R20 000 000 for any single claim, the number of claims to be unlimited during the contract period.
- c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

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

Clause 5.4.2

Add the following:

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

Add the following clause after Clause 5.4.2:

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

Clause 5.5:

Add the following:

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

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

Clause 6.4:

Add the following clause after Clause 6.3:

6.4 Conflict of Interest

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

Clause 7.1.2

Add the following:

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

Clause 7.2.1:

Add the following:

The Service Provider shall provide appropriate Personnel for such time periods as required and shall enter all data pertaining to Personnel and Key Persons on the Personnel Schedule (comprised of Schedule 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 "or" at the end of Clause 8.4.1(d) and add the following three clauses after Clause 8.4.1(e):

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

- (iv) negative social media reports; or
- (v) adverse assurance (e.g. due diligence) report outcomes.

Clause 8.4.3(c):

Add the following:

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

||

Clause 8.4.4:

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

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

||

Add the following after clause 8.4.5:

Clause 8.4.6

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

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

Clause 9:

Delete the clause and replace with the following:

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

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.
- 9.4 The Service Provider represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any

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claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Service Provider of any third party's Intellectual Property rights.

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

Clause 11.1:

Add the following:

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

Clause 12.1.2:

Add the following:

Interim settlement of disputes is to be by **mediation**.

Clause 12.2.1:

Add the following:

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

Clause 12.2.4:

Add the following:

Final settlement is by **litigation**.

Clause 12.3.3:

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

Clause 13.1:

Add the following clause after Clause 13.1.3:

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

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

Clause 13.4:

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

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

- (a) Final completion of the construction contract.
- (b) Suspension, postponement, expiry or termination of all construction contracts.
- (c) Cancellation or termination of this Framework 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 Clause 14.4:

Clause 14.5: Tax Invoices

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

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

Clause 14.6: More frequent payments

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

Clause 15:

Add the following:

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

Clause 16:

Add the following clauses:

16. Protection of Personal Information

16.1 The Contractor acknowledges that, for the purposes of the service level agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which CCT is responsible in terms of POPIA. Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.

16.2 The Contractor agrees that they will at all times comply with POPIA and CCT's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.

16.3 The Contractor agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement.

16.4 The Contractor agrees that it shall notify CCT immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.

16.5 Unless so required by law, the Contractor agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of CCT.

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

16.7 The Contractor agrees that CCT may conduct regular data protection audits on the Contractor and undertakes to give its full co-operation in this regard.

17. Review Clause

This Agreement is valid from **date of commencement until 30 June 2029**. 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 goods delivered or services rendered.

17.2 As required by section 116(2)(b) of the *Local Government: Municipal Financial Management Act 56 of 2003*, the City shall monitor the performance of the contractor/supplier on at least a monthly basis, and the supplier agrees to provide the City with its full cooperation in this regard

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 and the Process Diagram for Allocation of Works Projects below. These procedures include the development of a Works Project Proposal, 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 Project Manager for the Works Project, in consultation with the Framework Contract Manager, 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.
- Time frames/milestones and a required completion date.
- Deliverables
- Works Project Proposal applicable rate (basic/intermediate/advanced)

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 1" for this particular works project. If the "Winner" is not in agreement with the applicable rate for the preparation of the Works Project Proposal as stipulated by the Employer, the "Winner" may decline the work and the Employer reserves the right to consider the "Standby Service Provider 1" for this particular Works Project, provided that the same rate is stipulated.

Step 3 : If the "Winner" accepts the work, the Employer requests a PO for the preparation of the Works Project Proposal and a project briefing session/site meeting is organised. During this project briefing session/site meeting, the timeframe for the preparation of the Works Project Proposal will be agreed.

Step 4 : After the project briefing session/site meeting, the "Winner"/"Standby Service Provider" prepares and submits a Works Project Proposal (within the agreed to time) for approval by the Employer which includes the following documents:

- 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) Agreed time frames/milestones;
- v) Proposed resources (project team);
- vi) A list of CVs for each of the project team members, their company's name and the company's BBBEE status level;
- vii) Resource-based costing; (i.e. tasks, staff allocation, hours and rates)
- viii) A cost proposal which includes the cost of any associated fees and services and an estimated cost of construction (where applicable).

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

Step 6 : If the Works Project proposal is satisfactory, the Employer will notify the "Winner" in writing, request a PO for the Works Project and inform the "Winner" to commence with the work on receipt of the PO. The Employer will confirm the start and end date for the Works Project and the associated cost by issuing a Works Project appointment letter. All work undertaken on the Works Project, prior to this approval, will be paid for at the tendered rate for the preparation of the Works Project Proposal as stipulated by the Employer in the Brief.

Step 7 : If the Employer is not satisfied with the Works Project proposal, consultations will proceed between both parties (Employer and "Winner").

- If consultations are resolved, the Works Project proposal 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 as for Step 6 above. All work undertaken on the Works Project, prior to this approval, will be paid for at the tendered rate for the preparation of the Works Project Proposal as stipulated by the Employer in the Brief.
- If consultations are unresolved, the Employer reserves the right to consider appointing the "Standby Service Provider 1". The Employer will inform the "Winner" in writing, giving reasons for the decision. The "Winner" will not receive payment for the Works Project Proposal.

Step 8 : The Employer will issue the Works Project Brief to the "Standby Service Provider 1".

- If the "Standby Service Provider 1" is not in agreement with the applicable rate for the preparation of the Works Project Proposal as stipulated by the Employer, the "Standby Service Provider 1" may decline the work
- If the "Standby Service Provider 1" accepts the work, a Works Project Proposal will be submitted as per Step 4 above then Step 9 below.

Step 9 : Following submission of the documents, the Employer will review the Works Project Proposal from "Standby Service Provider 1".

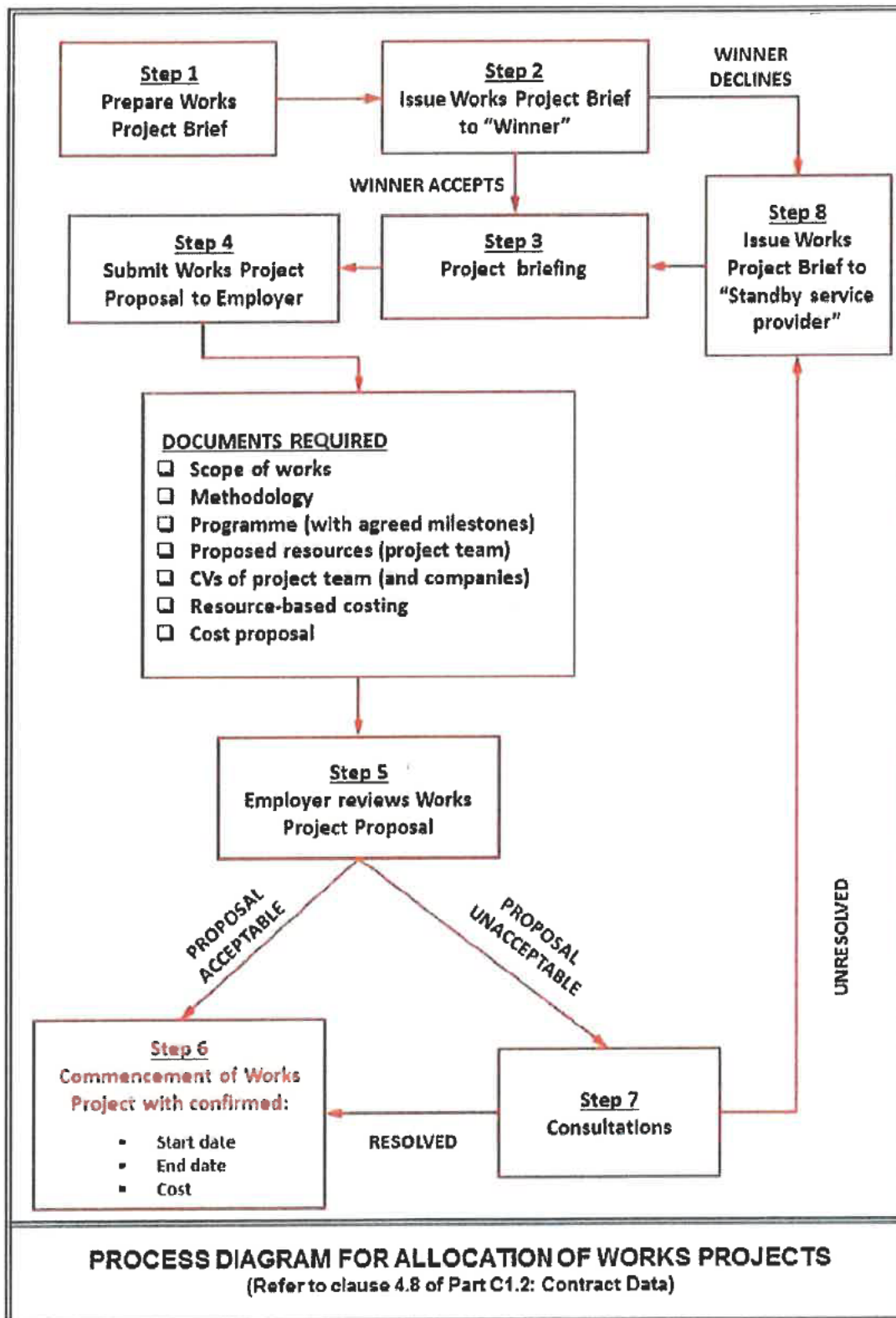
Step 10 : If the Works Project proposal is satisfactory, the Employer will notify the "Standby Service Provider 1" in writing, request a PO for the Works Project and inform the "Standby Service Provider" to commence with the work on receipt of the PO. The Employer will confirm the start and end date for the Works Project and the associated cost by issuing a Works Project appointment letter. All work undertaken on the Works Project, prior to this approval, will be paid for at the tendered rate for the preparation of the Work Project Proposal as stipulated by the Employer in the Brief.

Step 11 : If the Employer is not satisfied with the Works Project proposal, consultations will proceed between both parties (Employer and "Standby Service Provider 1").

- If consultations are resolved, the Works Project proposal must be revised by the "Standby Service Provider 1" and submitted to the Employer for final approval. The Employer will then inform the "Standby Service Provider 1" in writing to commence with the work as per Step 10 above. All work undertaken on the Works Project, prior to this approval, will be paid for at the tendered rate applicable to the preparation of the Works Project Proposal as stipulated by the Employer in the brief.
- If consultations are unresolved, The Employer will inform the "Standby Service Provider 1" in writing, giving reasons for the decision. The "Standby Service Provider" will not receive payment for the Works Project Proposal.

Should the Employer not accept the Works Project Proposal due to reasons beyond the control of the

"Winner"/"Standby Service Provider" (including, but not limited to, budget constraints and changes in priority), the "Winner"/"Standby Service Provider" will be paid for the Works Project Proposal at the tendered rate for the preparation of the Works Project Proposal as stipulated by the Employer in the Brief.



Data provided by the Service Provider

The **Service Provider** is: Bergstan South Africa (Pty) Ltd

Postal Address:

Physical Address:

Telephone:

Email:

The **authorised and designated representative** of the Service Provider is:

Name:

The address for receipt of communication is:

Address:

Telephone:

Facsimile:

Email:.....

Part 3: Occupational Health and Safety Agreement

CONTRACT NO. 370C/2021/22

PROVISION OF PROFESSIONAL SERVICES, TECHNICAL SUPPORT AND IMPLEMENTATION IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF TREATED EFFLUENT INFRASTRUCTURE AND OTHER ALTERNATIVE WATER SOURCES INFRASTRUCTURE

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

Bergstan South Africa (Pty) Ltd

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

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

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

C/OID ACT Registration Number: [REDACTED]

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

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

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

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

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

Signed at CAPE TOWN on the 15TH day of AUGUST 2023

[REDACTED]

[REDACTED]

Signed at Bellville on the 16 day of August 2023

[REDACTED]

Witness

[REDACTED]

for and on behalf of
City of Cape Town

Part 4: Schedule of Rates

The following Notes are applicable to the Schedule of Rates:

Note No.	Note Description
0	For Pricing Assumptions, please refer to Part C2: Pricing Data.
1	Resident Engineer: The required personnel must be a qualified Engineer/Technologist with a minimum of 5 (five) years' verifiable post graduate experience and who has completed at least 1 (one) project in construction supervision of (water or sewer) pump stations and 1 (one) pressure pipeline project. In addition to the above, for the Category C rate, the personnel must be professionally registered with ECSA in the category Professional Engineer or Professional Engineering Technologist.
2	Construction Health and Safety Services: The required personnel must be registered with the South African Council for the Project and Construction Management Professions (SACPCMP). Professional Construction Health and Safety Agent: must be a professionally registered Construction Health and Safety Agent (PrCHSA). Construction Health and Safety Manager: must be a registered Construction Health and Safety Manager (CHSM). Construction Health and Safety Officer: must be a registered Construction Health and Safety Officer (CHSO).
3	Environmental Assessment Practitioner (EAP): The required personnel must be registered with the Environmental Assessment Practitioner's Association of South Africa (EAPASA). The EAP must have at least 3 (three) years verifiable experience in the undertaking of environmental work relating to pipelines and (water or sewer) pump stations.
4	Environmental Control Officer: The required personnel must have a relevant tertiary qualification and at least 3 (three) years verifiable experience in the construction works relating to pipelines and (water or sewer) pump stations.
5	Public Participation Practitioner (Lead): The required personnel will be required to assist with Environmental Impact Assessment and must have at least 3 (three) years experience in similar activities.
6	Freshwater ecologist: The required personnel must be a registered professional with the South African Council for Natural Scientific Professions (SACNASP or other proven equivalent registration), with at least 5 (five) years verifiable postgraduate experience in this specialised field and undertaking all work necessary to acquire the authorisations (including General Authorisations or Water Use Licences) or permits required in terms of the National Water Act No. 36 of 1998.
7	Environmental Specialist (e.g. botanist, horticulturist, marine biologist, etc.): The required personnel must be appropriately qualified and have a minimum of 5 (five) years verifiable experience in the specialised field.
8	Water Use Authorisation specialist: The required personnel must be appropriately qualified and professionally registered in the applicable field and have at least 5 (five) years proven experience in the specialist field.
9	Geohydrologist - Category B: The required personnel does not have to be professionally registered but must have at least 5 (five) years verifiable postgraduate experience in groundwater management. The required personnel must have at least a NQF level 8 in geohydrology or similar earth/water science field of expertise. The Geohydrologist must have significant knowledge in geohydrological investigations and/or wellfield development and operations and/or monitoring (including water quality). Geohydrologist - Category D: The required personnel does not have to be registered and can be a qualified Scientist, Technologist or Technician involved in groundwater investigations.
10	Engineering Geologist: The required personnel must be a registered as a Professional Natural Scientist in terms of the Natural Scientific Professions Act and must hold a BSc (Hons) degree or higher qualification in engineering geology.
11	Water Quality specialist: The required personnel must be a registered hydrologist (PrSciNat) registered with the South African Council for Natural Scientific Professions or professional Civil Engineer (PrEng) with at least 8 (eight) years verifiable postgraduate experience in water quality modelling and assessments and water quality management.

12	Fire Services specialist: The required personnel must be registered with the Engineering Council of South Africa (ECSA) and have at least 3 (three) years verifiable postgraduate experience in the design, installation, testing and inspections of fire protection, detection, smoke extraction and suppression systems and who will be responsible for all fire services work required (if applicable) for each Works Project.
13	Works Project Proposal: Basic: Rate for Works Project Proposal preparation where the intended Works Project will entail work based on well-established and common practices. Typically, these Works Projects will include Stage 1 normal services (in particular the scope definition). The Works Project proposal should be prepared based on previous experience of projects of a similar nature. It is assumed that the Tenderer has sufficient experience and knowledge of what projects of the nature of the work entails. • Design of new pump stations • Filtration stations • Pipeline designs (new and upgrades) • Reservoir designs (above and below ground) • Reviewing of basic existing network models • Environmental Assessments (including specialists) • Topographical surveys and underground services detection • Water Use Licence Applications (including specialists) • Fog harvesting • Rain water harvesting • Spring water Infrastructure designs Intermediate: Rate for Works Project proposal preparation where the intended Works Project will exclude Stage 1 normal services (in particular the scope definition) and extensive reading and perusing of existing information will be required in order to prepare a Works Project proposal. Projects of this nature will typically have already been started by other consultants and will require review of the works already completed in order to provide a proposal. It may also include projects that are required to be executed on existing infrastructure. Typical examples of these types of projects include: • Pump station refurbishments (extensive) • Review of existing network models in order to continue with designs • Reviewing of existing network models that include infrastructure such as reservoirs and booster pump stations • Continuation of designs started by other Service Providers Advanced: Rate for a Works Project proposal where the intended Works Project does not have a clear directive in terms of the scope of work required and will require extensive reading, research, perusal of information and understanding of non-standard processes, studies or investigations in order to prepare for the Works. Typical examples of these types of projects include: • Non-standard investigations and studies of other alternative water sources

Item No. 1 : PLANNING, STUDIES, INVESTIGATIONS, ASSESSMENTS AND ADDITIONAL SERVICES

Time-based fees for Planning, Studies, Investigations, Assessments and Additional Services as described in the Scope of Work for the following disciplines:

Item No.	Activity Description	Unit	Tendered Rate
	CIVIL ENGINEERING SERVICES		
1.1	Category A	Hour	950
1.2	Category B	Hour	850
1.3	Category C	Hour	650
1.4	Category D	Hour	375
	MECHANICAL ENGINEERING SERVICES		
1.5	Category A	Hour	950
1.6	Category B	Hour	850
1.7	Category C	Hour	650
1.8	Category D	Hour	375
	ELECTRICAL ENGINEERING SERVICES		
1.9	Category A	Hour	950
1.10	Category B	Hour	850
1.11	Category C	Hour	650
1.12	Category D	Hour	450
	ELECTRONIC ENGINEERING SERVICES		
1.13	Category A	Hour	950
1.14	Category B	Hour	850
1.15	Category C	Hour	700
1.16	Category D	Hour	375

Item No.	Activity Description	Unit	Tendered Rate
PROCESS ENGINEERING SERVICES			
1.17	Category A	Hour	950
1.18	Category B	Hour	850
1.19	Category C	Hour	200
1.20	Category D	Hour	200
STRUCTURAL ENGINEERING SERVICES			
1.21	Category A	Hour	850
1.22	Category B	Hour	850
1.23	Category C	Hour	550
1.24	Category D	Hour	400
QUANTITY SURVEYING SERVICES			
1.25	Registered Professional Principals (Specialist)	Hour	450
1.26	Registered Professional Principals (> 10 years experience)	Hour	450
1.27	Registered Professional Principals (5 - 10 years experience)	Hour	450
1.28	Registered Professional Principals (< 5 years experience)	Hour	450
1.29	Salaried Personnel	Hour	200
ARCHITECTURAL SERVICES			
1.30	Principal (Specialist)	Hour	450
1.31	Principal (> 10 years experience)	Hour	360
1.32	Principal (< 10 years experience)	Hour	360
1.33	Salaried Staff (Associates and Managers)	Hour	200
1.34	Salaried staff (Registered architectural professionals performing work of an architectural nature and carrying direct responsibility for activities related to the project)	Hour	200
1.35	Salaried staff (Registered architectural professionals performing work of an architectural nature under direction and control)	Hour	200
1.36	Salaried staff (Staff performing work of an architectural nature and/or to support work outputs under direction and control)	Hour	175
CONSTRUCTION HEALTH AND SAFETY SERVICES			
1.37	Professional Construction Health and Safety Agent (see Note 2)	Hour	600
1.38	Construction Health and Safety Manager (see Note 2)	Hour	450
1.39	Construction Health and Safety Officer (see Note 2)	Hour	375

Tender
Part T2: Returnable Documents
Reference No. 3706/2021/22

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12.
Returnable Documents

Item No.	Activity Description	Unit	Tendered Rate
	ENVIRONMENTAL SERVICES		
1.40	Environmental Assessment Practitioner (see Note 3)	Hour	425
1.41	Environmental Assessment Practitioner Assistant	Hour	175
1.42	Environmental Control Officer (see Note 4)	Hour	425
1.43	Public Participation Practitioner (Lead) (Note 5)	Hour	400
1.44	Public Participation Practitioner (Administrative assistant)	Hour	150
1.45	Freshwater Ecologist (see Note 6)	Hour	1200
1.46	Environmental Specialist (including but not limited to botanist, horticulturist, marine biologist) (see Note 7)	Hour	1250

Item No. 2 : NORMAL AND ADDITIONAL SERVICES (STAGES 1 TO 4)

Time-based fees for Normal Services Stages 1 to 4 and Additional Services as described in the Scope of Work for the following disciplines:

Item No.	Activity Description	Unit	Tendered Rate
	CIVIL ENGINEERING SERVICES		
2.1	Category A	Hour	950
2.2	Category B	Hour	850
2.3	Category C	Hour	650
2.4	Category D	Hour	375
	MECHANICAL ENGINEERING SERVICES		
2.5	Category A	Hour	950
2.6	Category B	Hour	850
2.7	Category C	Hour	650
2.8	Category D	Hour	375
	ELECTRICAL ENGINEERING SERVICES		
2.9	Category A	Hour	950
2.10	Category B	Hour	850
2.11	Category C	Hour	650
2.12	Category D	Hour	450
	ELECTRONIC ENGINEERING SERVICES		
2.13	Category A	Hour	950
2.14	Category B	Hour	850
2.15	Category C	Hour	700
2.16	Category D	Hour	375

Item No.	Activity Description	Unit	Tendered Rate
	PROCESS ENGINEERING SERVICES		
2.17	Category A	Hour	950
2.18	Category B	Hour	850
2.19	Category C	Hour	200
2.20	Category D	Hour	200
	STRUCTURAL ENGINEERING SERVICES		
2.21	Category A	Hour	850
2.22	Category B	Hour	850
2.23	Category C	Hour	550
2.24	Category D	Hour	400
	QUANTITY SURVEYING SERVICES		
2.25	Registered Professional Principals (Specialist)	Hour	450
2.26	Registered Professional Principals (> 10 years experience)	Hour	450
2.27	Registered Professional Principals (5 - 10 years experience)	Hour	450
2.28	Registered Professional Principals (< 5 years experience)	Hour	450
2.29	Salaried Personnel	Hour	200
	ARCHITECTURAL SERVICES		
2.30	Principal (Specialist)	Hour	450
2.31	Principal (> 10 years experience)	Hour	360
2.32	Principal (< 10 years experience)	Hour	360
2.33	Salaried Staff (Associates and Managers)	Hour	200
2.34	Salaried staff (Registered architectural professionals performing work of an architectural nature and carrying direct responsibility for activities related to the project)	Hour	200
2.35	Salaried staff (Registered architectural professionals performing work of an architectural nature under direction and control)	Hour	200
2.36	Salaried staff (Staff performing work of an architectural nature and/or to support work outputs under direction and control)	Hour	175

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Item No.	Activity Description	Unit	Tendered Rate
	CONSTRUCTION HEALTH AND SAFETY SERVICES		
2.37	Professional Construction Health and Safety Agent (see Note 2)	Hour	600
2.38	Construction Health and Safety Manager (see Note 2)	Hour	450
2.39	Construction Health and Safety Officer (see Note 2)	Hour	375
	ENVIRONMENTAL SERVICES		
2.40	Environmental Assessment Practitioner (see Note 3)	Hour	425
2.41	Environmental Assessment Practitioner Assistant	Hour	175
2.42	Environmental Control Officer (see Note 4)	Hour	425
2.43	Freshwater Ecologist (see Note 6)	Hour	1400
2.44	Environmental Specialist (including but not limited to botanist, horticulturist, marine biologist) (see Note 7)	Hour	1450

Item No. 3 : NORMAL AND ADDITIONAL SERVICES (STAGES 5 AND 6)

Time-based fees for Normal Services Stages 5 and 6 and Additional Services as described in the Scope of Work for the following disciplines:

Item No.	Activity Description	Unit	Tendered Rate
CIVIL ENGINEERING SERVICES			
3.1	Category A	Hour	850
3.2	Category B	Hour	850
3.3	Category C	Hour	650
3.4	Category D	Hour	375
3.5	Construction Monitoring Level 3 – Resident Engineer (Category C) (see Note 1)	Hour	300
3.6	Construction Monitoring Level 3 – Resident Engineer (Category D) (see Note 1)	Hour	250
MECHANICAL ENGINEERING SERVICES			
3.7	Category A	Hour	850
3.8	Category B	Hour	850
3.9	Category C	Hour	650
3.10	Category D	Hour	375
3.11	Construction Monitoring Level 3 – Category C person	Hour	200
3.12	Construction Monitoring Level 3 – Category D person	Hour	200
ELECTRICAL ENGINEERING SERVICES			
3.13	Category A	Hour	850
3.14	Category B	Hour	850
3.15	Category C	Hour	650
3.16	Category D	Hour	375
3.17	Construction Monitoring Level 3 – Category C person	Hour	200
3.18	Construction Monitoring Level 3 – Category D person	Hour	200
ELECTRONIC ENGINEERING SERVICES			
3.19	Category A	Hour	850
3.20	Category B	Hour	850
3.21	Category C	Hour	650
3.22	Category D	Hour	375

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Item No.	Activity Description	Unit	Tendered Rate
PROCESS ENGINEERING SERVICES			
3.23	Category A	Hour	850
3.24	Category B	Hour	850
3.25	Category C	Hour	16 200
3.26	Category D	Hour	200
STRUCTURAL ENGINEERING SERVICES			
3.27	Category A	Hour	850
3.28	Category B	Hour	850
3.29	Category C	Hour	650
3.30	Category D	Hour	375
3.31	Construction Monitoring: Level 3 – Category C person	Hour	300
3.32	Construction Monitoring: Level 3 – Category D person	Hour	250
QUANTITY SURVEYING SERVICES			
3.33	Registered Professional Principals (Specialist)	Hour	450
3.34	Registered Professional Principals (> 10 years experience)	Hour	450
3.35	Registered Professional Principals (6 - 10 years experience)	Hour	450
3.36	Registered Professional Principals (< 5 years experience)	Hour	450
3.37	Salaried Personnel	Hour	200
ARCHITECTURAL SERVICES			
3.38	Principal (Specialist)	Hour	450
3.39	Principal (> 10 years experience)	Hour	360
3.40	Principal (< 10 years experience)	Hour	360
3.41	Salaried Staff (Associates and Managers)	Hour	200
3.42	Salaried staff (Registered architectural professionals performing work of an architectural nature and carrying direct responsibility for activities related to the project)	Hour	200
3.43	Salaried staff (Registered architectural professionals performing work of an architectural nature under direction and control)	Hour	200
3.44	Salaried staff (Staff performing work of an architectural nature and/or to support work outputs under direction and control)	Hour	175

NOTE:
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Item No.	Activity Description	Unit	Tendered Rate
	CONSTRUCTION HEALTH AND SAFETY SERVICES		
3.45	Professional Construction Health and Safety Agent (see Note 2)	Hour	600
3.46	Construction Health and Safety Manager (see Note 2)	Hour	450
3.47	Construction Health and Safety Officer (see Note 2)	Hour	375
	ENVIRONMENTAL SERVICES		
3.48	Environmental Assessment Practitioner (see Note 3)	Hour	425
3.49	Environmental Assessment Practitioner Assistant	Hour	175
3.50	Environmental Control Officer (see Note 4)	Hour	425
3.51	Freshwater Ecologist (see Note 6)	Hour	1400
3.52	Environmental Specialist (including but not limited to botanist, horticulturalist, marine biologist) (see Note 7)	Hour	1450

Item No. 4 : OTHER ADDITIONAL AND SPECIALIST SERVICES - GENERAL

Time-based fees for Normal Services Steps 1 to 6 and Additional Services for the following disciplines:

Item No.	Activity Description	Unit	Tendered Rate
4.1	Land Survey Team – Field Work (civil topographical surveys or survey/measure existing structures)	Hour	700
4.2	Land Survey Team – Office Work (reduce field work, prepare CAD/GIS drawings, maps and reports)	Hour	675
4.3	GIS technician	Hour	850
4.4	Registered Land Surveyor (cadastral surveys, property registration of subdivisions)	Hour	900
4.5	Town Planning (Zoning/Land Use reports/reports or certificates/re-zoning applications)	Hour	750
4.6	Water Use Authorisation specialist (see Note 8)	Hour	700
4.7	Geohydrologist – Category B (see Note 9)	Hour	1300
4.8	Geohydrologist – Category D (see Note 9)	Hour	800
4.9	Engineering Geologist (see Note 10)	Hour	1500
4.10	Water Quality specialist (see Note 11)	Hour	1700
4.11	Fire Services specialist (see Note 12)	Hour	1000
4.12	CAD Drafting Operator	Hour	200
4.13	Preparation of Works Project Proposal – Basic (see Note 13)	Sum	10000
4.14	Preparation of Works Project Proposal – Intermediate (see Note 13)	Sum	30000
4.15	Preparation of Works Project Proposal – Advanced (see Note 13)	Sum	42000

Item No. 6 : RECOVERABLE EXPENSES

Recoverable Expenses

Item No.	Activity Description	Unit	Tendered Rate
	Recoverable expenses in respect of printing/copying as specified below:		
5.1	Size A0 (monochrome)	No.	35,00
5.2	Size A1 (monochrome)	No.	24,00
5.3	Size A2 (monochrome)	No.	18,00
5.4	Size A3 (monochrome)	No.	2,00
5.5	Size A4 (monochrome)	No.	0,75
5.6	Size A4 (monochrome on colour paper)	No.	1,50
5.7	Size A0 (colour)	No.	50,00
5.8	Size A1 (colour)	No.	33,00
5.9	Size A2 (colour)	No.	23,00
5.10	Size A3 (colour)	No.	6,00
5.11	Size A4 (colour)	No.	3,00
5.12	Compilation and binding of reports/tender documents, books of drawings.	No.	50,00
5.13	Electronic data provided on a flash drive (4GB minimum storage capacity)	No.	72,00
5.14	Travel Expenses	km	R 4.12
5.15	Travel Expenses 4x4 (on approval only)	km	R 6.24
5.16	Other costs incurred on behalf of and with the approval of the Employer including but not limited to: - Investigations not covered under previous items	Provisional sum (per Works Project)	R 300 000.00
5.17	Handling fee for item 5.16 above in respect of all other costs, overhead charges and profit.	%	0,00
5.18	Other costs incurred on behalf of and with the approval of the Employer including but not limited to: - Testing not covered under previous items	Provisional sum (per Works Project)	R 300 000.00
5.19	Handling fee for item 5.18 above in respect of all other costs, overhead charges and profit.	%	2,00
5.20	Other costs incurred on behalf of and with the approval of the Employer including but not limited to: - Specialists not covered under previous items	Provisional sum (per Works Project)	R 300 000.00
5.21	Handling fee for item 5.20 above in respect of all other costs, overhead charges and profit.	%	2,00
5.22	Other costs incurred on behalf of and with the approval of the Employer including but not limited to: - Equipment not covered under previous items	Provisional sum (per Works Project)	R 300 000.00

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5.23	Handling fee for Item 5.22 above in respect of all other costs, overhead charges and profit.	%	2.00
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Item No. 6 : CONTINGENCIES

Contingency

Item No.	Activity Description	Unit	Tendered Rate
6.1	Contingency per Works Project	Provisional % (per Works Project)	10

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CITY OF CAPE TOWN

WATER & SANITATION: TECHNICAL SERVICES

CONTRACT NO. 370C/2021/22

PROVISION OF PROFESSIONAL SERVICES, TECHNICAL SUPPORT AND IMPLEMENTATION IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF TREATED EFFLUENT INFRASTRUCTURE AND OTHER ALTERNATIVE WATER SOURCES INFRASTRUCTURE

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 Schedule of Rates forming part of this Contract Document upon which my/our tender for Tender No. 370C/2021/22: PROVISION OF PROFESSIONAL SERVICES, TECHNICAL SUPPORT AND IMPLEMENTATION IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF TREATED EFFLUENT INFRASTRUCTURE AND OTHER ALTERNATIVE WATER SOURCES INFRASTRUCTURE has been based. If I/we have submitted a printed version of the Schedule of Rates, 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 T2.2 Tender Data.

SIGNATURE OF TENDERER/S

12 July 2022
DATE

Pricing Assumptions

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

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

The tenderer's attention is drawn to the Municipal Cost Containment Regulations, 2019 (published in Government Gazette on 7 June 2019). Rates tendered must not exceed rates:

- (a) set out in the "Guide on Hourly Fee Rates for Consultants" issued by the Department of Public Service and Administration (DPSA rates); and
- (b) as prescribed by the body regulating the profession of the consultant.

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

Unit: The unit of measurement for each item of work.
Tendered Rate: The agreed payment per unit of measurement.
Percentage: Service Provider's percentage mark-up.
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. The rates (excluding VAT) in the Schedules of Rates are to be fully inclusive rates for the work described under the several items. Such 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 shall also include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff. Allowing or claiming for additional hours for work related to overhead costs, including but not limited to the preparation of invoices, will not be approved. Where the Service Provider, on their own volition, chooses to outsource some of the activities to sub-consultants where rates have been provided for in the Schedule, payment will not be made for time spent on correspondence/administrative tasks.
5. Where a local office is required to be established by the Service Provider (in terms of clause 3.5 in C1.2: Contract Data), the establishment and operational costs must be included in the tendered time-based rates. These tendered rates shall also include any travel, accommodation, subsistence allowances, etc. paid by the Service Provider to his employees or sub-consultants for the duration of the local office establishment in fulfillment of the Contract. The Service Provider will not be compensated for any additional amounts relating to the establishment of the local office. The Service Provider will not be compensated for time spent establishing the local office.
6. A rate, sum, and/or price as applicable, is to be entered against each item in the Schedule of

Rates. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates. The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items in the Schedule of Rates.

7. The tenderer may not group a number of items together and tender one lump sum for such group of items.
8. There are no quantities applicable to the tender during the tender submission stage. The rates provided in the Schedules of Rates shall be used in representative Works Projects for tender evaluation purposes in accordance with clause C.3.11.1 in Part T1.2: Tender Data.
9. The tenderer shall provide rates and mark-up percentages for each required rate for each item specified in the Schedule of Rates.
10. The procedures for the allocation of Works Projects are specified in Part C1.2: Contract Data (refer to clause 4.8).
11. All rates (except for travel expenses – see Item 17 below) shall be adjusted in terms of clause 3.16, as amended in Part C1.2: Contract Data, of the Standard Professional Services Contract.
12. A higher category person undertaking lower category work will be reimbursed at the lower category rate.
13. Tenderers are to note that only those recoverable expenses listed in the Schedules of Rates will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in tendered rates.
14. Payment will only be made for copies of reports and drawings when requested by the Employer, and all drafts shall be for the Service Provider's account.
15. 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 be reimbursed for all travelling expenses in respect of trips exceeding 40km per journey (round trip) from the address of the local office. Payment shall only be made for that portion of the trip that exceeds 40km.
16. Unless otherwise agreed with the Employer, any air travel will be for the Service Provider's account.
17. The per kilometre rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. This

rate is currently R 4.18/km (excluding VAT). The Service Provider must obtain the Employers prior approval before using a 4 x 4 vehicle for any site journeys. The rate for using a 4 x 4 vehicle is currently R 6.24/km (excluding VAT), and will be adjusted pro rata to the ad-hoc duty transport allowance for the Employer's own staff.

18. Travel time and all associated travel costs from the local office, as required in fulfillment of a works project, will be reimbursable. Travel time and all associated travel costs from outside the local office area to the local office (eg. air travel) will not be reimbursable.
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. The pages of the issued Schedules of Rates should not be removed from the tender document.
21. Timesheets, drawn from the Service Providers' financial system, are to be submitted with each invoice to confirm the actual hours worked for each task. The Service Provider will not be compensated for time spent compiling invoices and supplementary information for payment.
22. The payment for Construction Monitoring levels 1 and 2 will be paid at the appropriate Category rate for the particular discipline as tendered for, Stages 5 and 6 and Additional Services.
23. Provision sums are provided in the Schedule of Rates for services provided on instruction from the Employer and will be deducted in whole or part if not required. The actual cost of each of these items must be agreed with the Employer before any work in this regard commences. Where required, the Service Provider shall submit 3 (three) quotations to the Employer for approval.
24. The categories of persons (A, B, C, D) shall be as defined in the relevant guideline scope(s) of services (as referenced in the Specifications) unless amended in the Scope of Work.

Part 5: Scope of Work

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1. INTRODUCTION

Two thirds of the City's water consumption ends up in more than 20 wastewater treatment works across the City from where the final effluent is discharged back into the environment. As part of a master plan study undertaken, potential demand for treated effluent in and around the City of Cape Town was identified. The City of Cape Town's approach to water demand management is based on three broad principles, namely that water is a strategic, precious and scarce resource; that there should be no wastage of water; and that all water used should be measured and accounted for.

Based on this strategy, the City of Cape Town wishes to extend the existing treated effluent distribution network across the City and other alternative water sources infrastructure.

The envisaged scope of work includes the following;

- Designing of treated effluent networks from various wastewater treatment works (including the design of pipelines with diameter greater than 315 mm).
- Undertaking of various investigative or feasibility studies for alternative water sources (including but not limited to springs, ground water harvesting and stormwater harvesting).
- Designing of infrastructure for alternative water sources (including but not limited to springs, ground water harvesting and stormwater harvesting).
- Upgrading or redesigning existing treated effluent and other alternative water sources infrastructure (including but not limited to springs, ground water harvesting and stormwater harvesting).
- Design and construction monitoring of pump stations and booster pump stations.

- Design and construction monitoring of HDPE earthlined reservoirs at various locations.
- Water quality modelling and analysis of various water sources.
- Design and construction monitoring skills transfer to City of Cape Town technical team

A professional Service provider is required to provide the professional services necessary to implement this project, which, in terms of the Municipal Finance Management Act, 56 of 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for Contract No **370C/2021/22: PROVISION OF PROFESSIONAL SERVICES, TECHNICAL SUPPORT AND IMPLEMENTATION IN RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF TREATED EFFLUENT AND OTHER ALTERNATIVE WATER SOURCES INFRASTRUCTURE**, which will be evaluated using a financial offer and preferences based system as described in the tender data.

2. EMPLOYER'S OBJECTIVE

- Extend and upgrade treated effluent infrastructures city wide.
- Explore other alternative water sources city wide.
- Maximize usage from the current alternative water sources across the City of Cape Town.
- Transferring of design and project feasibility skills to CoCT technical staff.

The design should be for various areas across the City of Cape Town; however, the construction will be prioritised in phases linked to the final allocation of Capital Budget. The service provider will be expected to design and monitor more than one project at a specific time; therefore the service provider will have to ensure that he has enough resources to implement numerous projects simultaneously, as and when specified by the employer.

3. DESCRIPTION OF THE SERVICES REQUIRED

The Service Provider is required to provide the following services:

3.1 Engineering Services

3.1.1 Normal Services

The provision of all services described in Clauses 3.2 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act 2000 (as references in the Tender Data), as amended or amplified upon in the project brief 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 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, Part C1, refers).

3.1.2 Planning, Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (as referenced in the Tender Data), as amended or amplified upon in the project brief below.

3.1.3 Additional Services

- (1) The provision of additional services pertaining to all stages of the project as anticipated in Clause 3.3 of the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000) (as referenced in the Tender Data), as amended or amplified upon in the Project Brief 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 the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000) (as referenced in the Tender Data), as amended or amplified upon in the Project Brief 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.

3.2 Architectural Services

3.2.1 Standard Services

The provision of all services described in Clause 11 of Board Notice 172 of 2021: Framework for the Professional Fees Guideline in respect of services provided by persons registered in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the Project Brief 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 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, Part C1, refers).

3.2.2 Additional Services

- (1) The provision of additional services pertaining to all stages of the project as anticipated in Clause 13 of the 2021: Framework for the Professional Fees Guideline in respect of services provided by persons registered in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the Project Brief 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 special inspections (more intensive inspections and assessments of the works) as described in Clause 13.2(c) of the 2021 Professional Fees Guidelines as published by the South African Council for the Architectural Profession in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000), as amended or amplified upon in the Project Brief below, which will be conducted based on the rates tendered and upon the acceptance of a quotation for such services received from the Service Provider by the Employer.

3.3 Quantity Surveying Services

3.3.1 Building and Engineering Works Services

The provision of all applicable services described in the Guideline Tariff of Professional Fees in respect of Services rendered by Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000) (as referenced in the Tender Data), as amended or amplified upon in the Project Brief below.

3.3.2 Additional Services

The provision of additional services pertaining to all stages of the project not included in Clause 2 of the 2015 Guideline Tariff of Professional Fees in respect of Services rendered by Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000) (as referenced in the Tender Data), as amended or amplified upon in the Project Brief below, will be based on the hourly rates tendered and upon the acceptance of a Works Project Proposal for such services received from the Service Provider by the Employer.

3.4 Environmental Assessment Practitioner, Environmental Control Officer, Environmental Auditor and Heritage Assessment Practitioner

- 3.4.1 An Environmental Assessment Practitioner (EAP) is required to assess the project objectively, provide advice on the implementation of relevant environmental legislation and the requirements for any Environmental Assessments, undertake such assessments (where required), obtain the required Environmental Authorisation from the Environmental Authorities (where required) and develop an Environmental Management Programme (EMPr) for the project.

The EAP will be responsible for the planning, management, coordination of environmental impact assessments, strategic environmental assessments, environmental management programmes or any other appropriate environmental instruments introduced through regulations

An EAP may be required to act as a Review EAP on any project as instructed by the Employer. A Review EAP must fulfil the requirements of an EAP and must be registered with EAPASA.

When required, a Public Participation Practitioner will assist with any Environmental Impact Assessments or similar. The practitioner will be required to have at least 3-years' experience in similar activities.

- 3.4.2 An independent Environmental Control Officer (ECO) is required to monitor objectively the implementation of relevant environmental legislation, conditions of Environmental Authorisations (EAs or other environmental licences, permits) 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.

3.5 Health and Safety Services

The provision of all services described in Clause 3 (Standard Services) and Clause 4 (Additional Related Services) as described in the Guideline Scope of Services and Recommended Guideline Tariff of Fees for Construction Health and Safety Professionals Registered in terms of the Project and Construction Management Professions Act, 2000 (Act 48 of 2000), Board Notice 167 of 2019 as gazetted in government Gazette No. 42697, 13 September 2019, as amended or amplified upon in the Project Brief below.

3.6 Specialist Services

Where the Employer requires specialist services from the Service Provider to comply with the Scope of Works, such services shall be provided by the Service Provider. No additional services shall be undertaken without the approval of the Employer. Such specialist services shall include but are not limited to those listed in C2.2: Schedules of Rates.

Where the Employer requires materials, equipment, testing and/or any other recoverable expenses not covered in the Scope of Work, such items will be provided by the Service Provider on a cost basis plus administration fee. Prior approval needs to be obtained from the Employer before these items may be procured.

4. EXTENT OF THE SERVICES

The services to be provided in terms of this project are inextricably linked to the Employer's capital budget for each financial year, which can be reviewed and increased or reduced at the discretion of the Employer. The following projects are planned during the period of the contract:

- Construction of the Zandvliet-Macassar Treated Effluent link
- Construction of the upgrade of the Bellville Treated Effluent pump station
- Design and construction of the Zandvliet Treated Effluent pump station
- Design and construction of portions of the Potsdam Treated Effluent network
- Design and construction of the Cape Flats Treated Effluent pump station and portions of the network
- Construction of the Borchers Quarry Treated Effluent pump station and portions of the network
- Construction of the Scottsdene Treated Effluent pump station and network
- Design and construction of the Fisantekraal Treated Effluent pump station and portions of the network
- Design of the Macassar booster pump station
- Design and construction of the Wildevoëllei Treated Effluent pump station and portions of the network

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- Construction of the Kuils River Treated Effluent network
- Construction of the Belhar Treated Effluent network
- Design and construction of the Mitchells Plain Treated Effluent pump station and portions of the network
- Design and construction of portions of the Bellville Treated Effluent network
- Design of a portion of the Zandvliet Treated Effluent network

The total estimated construction cost, for the duration of the contract, is R 505 million (excluding VAT). It should be noted that the above mentioned projects are indicative only and could change based on priorities

Each specific contract will form a Works Project for which the period of involvement of each category of person must be agreed with the Employer before any work in this regard commences on this contract. Any 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.

It should be noted that while the Employer has every intention of completing the full scope of work making full use of the budget provision given, the Employer's budget is subject to periodic review. Should it become necessary to vary the scope of work or even suspend or terminate.

The Service Provider will be expected to attend monthly contract performance meetings arranged and chaired by the Employer.

5. 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 required to provide all aspects of the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards. The service provider will be expected to work closely with City of Cape Town Technical staff at all stages, in order to transfer design skills.

Act as Leader of the Professional Team

Where other disciplines are involved in the project, the Service Provider shall assume leadership of the professional team and be responsible for overall administration, coordination, programming of design and financial control of all works included in the service.

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

The Service Provider, in submitting a tender for his professional services contract, shall be deemed to have acknowledged acceptance of the appointment as the Employer's agent in terms of the Occupational Health and Safety Act, 1993 (act 85 of 1993) and the Construction Regulations, 2014, should the Employer accept the Tender.

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

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.

Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to the traveling public and businesses below.

6. BRIEF

6.1 Terms of Reference

The purpose of this contract is to procure the professional services necessary to implement the Employers objective of upgrading the supply of treated effluent from various wastewater treatment works by constructing extension to the existing pipe reticulation, pump stations and treated effluent storage facilities.

The engineering services to be provided in terms of this contract include, inter alia, the detail design and tender documentation for a construction contract, the evaluation of those tenders received, and the construction monitoring of the contractors activities on site.

Planning, Studies, Investigations and Assessments, Normal Services and Additional Services required, shall be as broadly described in the relevant sections of the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000) (as referenced in the Tender Data), as amended or amplified by the specific requirements below. If there is any conflict between the Specific Requirements and the Guideline Scope of Services document referred to above, the Specific Requirements shall take precedence.

The additional services to be provided include applying for wayleave conditions and approvals from the various service authorities, all services related to preferential/targeted procurement, acting as the leader of a professional team, the provision of a level 2 or level 3 (depending on project complexity) construction monitoring service, and undertaking the duties of the Client in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014. Furthermore it is required that the Service Provider provide training and mentoring services pertaining to the design of treated effluent and other alternative water sources infrastructure to the Employer's staff, as and when required.

It is also a requirement of this contract that the Service Provider has in its employment, or employs the services of, an experienced registered professional electrical, electronic, process and mechanical engineer (refer to C.2.1.4.2: Key Personnel) who shall provide services for the duration of the contract.

The provision of all services described in the Framework for the Professional Fees Guideline in respect of services provided by persons registered in terms of the Architectural Profession Act, 2000 (Act No 44 of 2000) (as referenced in the Tender Data), as amended.

The provision of all services described in Clause 2 of the Guideline Tariff of Professional Fees in respect of Services rendered by Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act No 49 of 2000) (as referenced in the Tender Data), as amended.

The provision of all services described in Clause 3 (Standard Services) and Clause 4 (Additional Related Services) as described in the Guideline Scope of Services and Recommended Guideline Tariff of Fees for Construction Health and Safety Professionals Registered in terms of the Project and Construction Management Professions Act, 2000 (Act 48 of 2000), Board Notice 167 of 2019 as gazetted in government Gazette No. 42697, 13 September 2019, as amended.

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

6.2 Specific Requirements

6.2.1 Engineering Services

6.2.1.1 Planning, Studies, Investigations and Assessments

The Service Provider shall carry out all of the studies and investigations necessary to determine the feasibility of various water sources across the City of Cape Town as and when required by the Employer. The Service Provider shall submit a preliminary report on the technical and financial feasibility of the project together with preliminary proposals in this regard.

Public and stakeholder participation will be an important part of this phase of the project, and the Service Provider shall ensure that key personnel are available to attend community and stakeholder meetings as necessary.

The cost of Planning, Studies, Investigations and Assessments shall be tendered Time-based rates according to the relevant items in C2.2 Schedule of Rates.

6.2.1.2 Normal 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 (Preliminary Design)

The Service Provider shall submit a preliminary (conceptual) design report to the Employer for comment and approval, including details of investigations and studies undertaken, concept development and rationale, outline specifications and recommendations.

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

Stage 3 - Design Development (Detail Design)

The Service Provider shall provide those services necessary to finalise the design, specifications, cost plan, financial viability and programme for the project, and shall co-ordinate the input from all members of the professional team in this regard. 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 and the rail authorities to carry out all work in terms of this project. All applications in this respect must be carried out timeously.

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

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.

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 relevant responsible person prior to submission. On approval of the detail design drawings and council approved drawings, the documents must be submitted to the Employer. Paper copies will only be required request by the Employer. All other versions issued thereafter shall carry the words "Initial version signed on (date)" at the signature location in the title block.

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

A revised Works Project 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

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shall liaise with the Employer during the preparation of the contract document to determine any other specific requirements that the Employer may have in this regard.

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

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

The Service Provider should note that it is the Employer's preference that all payment items be measured out in the Bills of Quantities, as opposed to the use of provisional sums or prime cost items. Should provisional sums or prime cost items of greater value than R300 000 (incl. VAT) be included in the Bills of Quantities, the Service Provider will be expected to follow an open competitive process in respect of these items, on behalf of the contractor. This will include the preparation of a tender document, advertising and receiving tenders, and evaluating same on behalf of the contractor. A draft contract document shall be submitted to the Employer for scrutiny at least four 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..

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

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

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

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

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

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

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

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

Working drawings, including reinforcement drawings and Bending Schedules, shall be finalised as part of Stage 4 unless otherwise agreed with the Employer.

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 the detailed checking of shop 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.

The Service Provider shall not issue any variations that will exceed the amount approved by the Employer's Bid Adjudication Committee and without prior approval by the Employer.

Normal Services shall include Level 1 construction monitoring pertaining to the inspection of quality of workmanship, conformance to standards and specifications, and testing required to pass the works. The payment for Level 1 construction Monitoring will be done according to the applicable category of person as per part C2.2 Schedule of Rates.

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 (dwg plus ctb table) as well as one complete set of paper prints. All As-Built drawing Xrefs must be bound. The City of Cape Town's requirements for as-built are included in C3.2 Annexures.

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. The report shall be presented to the Employer for comment and any comments shall be incorporated into the final report. The report shall be presented to the Employer to sign off.

6.2.1.3 Additional Services

Payment for the following services will be deemed to be included in the relevant tendered rates unless specifically itemised or excluded:

Service Enquiries/Wayleave Applications

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

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:

1. 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.
2. 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).

Act as Leader of the Professional Team

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

The Service Provider will be compensated in accordance with the corresponding rate tendered for the category of the person.

Construction Monitoring (Level 2)

The Service Provider shall, when called upon to do so by the Employer, provide the name of the individual to act as the Engineer's Representative and details of their experience to the Employer.

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

The payment for Level 2 Construction Monitoring will be done according to the applicable category as per part C2.2 Schedule of Rates.

Construction Monitoring (Level 3)

Construction monitoring requires the input of an experienced individual (the Engineer's Representative) on site. The Employer will indicate if Level 3 Construction Monitoring (as per the Guideline Scope of Services document referred to in the Tender Data) will be required as part of the Works Project Brief.

The Service Provider shall, when called upon to do so by the Employer, submit a fully motivated proposal for such construction monitoring to the Employer for approval.

The Service Provider shall, when called upon to do so by the Employer, provide the name of the individual to act as the Engineer's Representative and details of their experience to the Employer.

The Resident Engineer (Engineer's Representative) shall be a qualified Engineer/Technologist with a minimum of five years' verifiable post graduate experience and who has completed at least 1 (one) contract in construction supervision of (water and sewer) pump stations and at least 1 (one) contract which have involved pressure pipeline construction.

The tendered rate should include all benefits, overhead charges and profit, as well as any overtime costs applicable.

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

The payment for Level 3 Construction Monitoring will be done according to the applicable category as per part C2.2 Schedule of Rates.

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

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

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

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

Environmental Officer

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

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

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

• 6.3 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.

6.4 Places for the Performance of Specific Tasks

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

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

6.5 Reporting Requirements

Aside from the four particular reports required in terms of the brief above (the Conceptual Planning Report, Detail Design 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 the tender documents having been presented to the Service Provider, unless otherwise agreed between the parties.

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

7. REFERENCE DATA

A copy of the treated effluent strategy 2012 and 2017 and infrastructure masterplans are available for inspection at the offices of the Employer during the tender period. A copy of this report will be made available to the appointed Service Provider for reference purposes.

8. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

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,

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- (g) Approval of the accommodation of traffic plans from the Traffic Manager,
- (h) Approval of the construction monitoring proposal and Engineer's Representative from the Employer,
- (i) Approval of Works Project proposals from the Employer,
- (j) In respect of time-based services, approval of the allocation of staff from the Employer.
- (k) Approval for the employment of specialist sub-consultants from the Employer.
- (l) Approval of plans from the 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.
- (m) Approval of variation orders from the Employer.

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

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 Contractor is found to have breached any of the conditions contained in the **Preference Schedule** (unless proven to be beyond the control of the Contractor).

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

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 construction, which the conditions of contract make provision for.

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

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

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

10.3 Forms for contract administration

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

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

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

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

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

11. **FORMAT OF COMMUNICATION**

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

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

12. **KEY PERSONNEL**

The Service Provider shall maintain the involvement of the following key personnel, as the exigencies of this contract require:

- a) A Project Engineer who is a qualified Civil Engineer/Technologist professionally registered with the Engineering Council of South Africa (ECSA) in the category Professional Engineer or Professional Engineering Technologist, with at least ten years' verifiable post graduate experience in the analysis and design, construction monitoring, contract administration and project management of water infrastructure. The Project Engineer must also have acted as the "Engineer" or "Employer's Agent" in terms different forms of construction contracts, within the last six years. Furthermore, the Project Engineer must have designed and commissioned a minimum of two (water or sewer) pump station projects and completed two pressure pipeline projects.

The Project Engineer will be required to act as the "Employer's Agent" or "Engineer" (depending on the type of construction contract used) for Works Projects that include Stage 5 services.

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At the discretion and approval (in writing) of the Employer, the Project Engineer may be requested to lead the professional team on projects that include Stage 1, 2, 3 and 4 services.

- b) A Civil Engineer/Technologist who is a qualified Engineer/Technologist, professionally registered with ECSA in the category Professional Engineer or Professional Engineering Technologist, with at least five years' verifiable post graduate experience in the analysis and design of water infrastructure, including a minimum of at least one completed (water or sewer) pump station project and one completed pressure pipeline project.
- c) A Process Engineer/Technologist who is a qualified Chemical or Civil Engineer/Technologist professionally registered ECSA in the category Professional Engineer or Professional Engineering Technologist, with at least five years' verifiable post graduate experience in water analysis and water quality and has experience in (water or sewer) pump station design, construction and operation, including a minimum of two completed projects in the above mentioned fields. Key requirements are to analyse, design and approve all the work. .
- d) An Electrical Engineer/Technologist who is a qualified Engineer/Technologist professionally registered ECSA in the category Professional Engineer or Professional Engineering Technologist, with at least five years' verifiable post graduate experience and has experience in (water or sewer) pump station design, construction and operation. Key requirements are to design and approve all the electrical work at the (water or sewer) pump station and reservoirs, with a minimum of two completed projects in (water or sewer) pump station design and site inspections.
- e) A Mechanical Engineer/Technologist who is a qualified Mechanical or Civil Engineer/Technologist professionally registered ECSA in the category Professional Engineer or Professional Engineering Technologist, with at least five years' verifiable post graduate experience and has experience in (water or sewer) pump station design, construction and operation. Key requirements are to design and approve all the mechanical work at the (water or sewer) pump station and reservoirs, with a minimum of two completed projects in (water or sewer) pump station design and site inspections.
- f) An Electronic Engineer/Technologist who is a qualified Engineer/Technologist professionally registered with ECSA in the category Professional Engineer or Professional Engineering Technologist, with at least five years' verifiable post graduate experience and has experience in PLC and SCADA programming, telemetry and all other design, analysis, control and monitoring actions required at (water or sewer) pump stations and reservoirs. Key requirements are to design and approve all the electronic work at the (water or sewer) pump station and reservoirs, with a minimum of two completed projects in (water or sewer) pump station design and site inspections.

The Employer may, at his discretion and approval in writing, instruct that any of the above key personnel (or other personnel identified as part of the Works Project organogram) act as the leader of the professional team for which the tenderer will be compensated at the hourly rate tendered for the corresponding category of person.

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

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. The service provider shall provide secretarial services (for record keeping purposes) at all management, site/technical, and ad-hoc meetings.

36. a

All charges in respect of attendance at meetings and the provision of secretarial services, including but not limited to:

- Keeping minutes
- Typing minutes

shall be included in the tendered rates, however no additional hours shall be paid in respect of typing minutes.

14. CLAIMS FOR PAYMENT

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses, but not more frequently than at monthly intervals, unless agreed otherwise in writing. All interim claims must be accompanied by an original tax invoice as well as all supporting documentation in respect of the hours worked and expenses claimed per Works Project. Supporting documents include, but are not limited to, timesheets of all relevant personnel with the hours broken down into specific activities pertaining to each Works Project, travel logbooks and disbursement sheets. Where applicable, approved quotations for provisional sum payments should also be included.

The Service Provider shall provide the Employer with all additional information required for payment, should it be requested.

The Service Provider shall provide weekly timesheets of all personnel working on the individual Works Projects. Timesheets shall be provided in a format indicating the separate Works Projects and each individual's time spent (in hours) on each activity.

The Service Provider shall provide weekly logbooks of all personnel working on the individual Works Projects when travelling has occurred. Logbooks shall be provided in a format indicating the separate Works Projects and each individual's start and end odometer readings, kilometres travelled, reason for travelling and the start and end destinations.

The Service Provider will not be compensated for the preparation of invoices, nor for the checking and approval of invoices from sub-consultants for which there is a rate item in the Schedule of Rates. All correspondence and/or admin with the sub-consultant, for which there is a rate in Schedule of Rates, will be deemed to have been included and additional hours will not be paid.

In the case where the Service Provider makes use of a Category D person to perform works during the Works Project and the person then moves into Category C (due to professional registration) and performs the same function on the Works Project as prior to registration, the Service Provider will be compensated at the Category D rate. Furthermore, if a Category D person is able to perform the work as stipulated and the Service Provider elects to keep using the newly registered professional, the Service Provider will be compensated at the Category D rate. The same principle will be applied for any higher category person undertaking lower category work, as stipulated in the Pricing Assumptions.

The Service Provider is expected to perform all work from the local office. Kilometres travelled and travel time will be calculated from the address of the local office. The provisions of the Pricing Assumptions apply.

15. WORKS PROJECT PROPOSALS

S.O. 2

When submitting a Works Project Proposal the following documents should be included:

- a. Scope of Work
- b. Methodology
- c. A programme of the work
- d. Agreed time frames/milestones
- e. Proposed resources (project team)

The proposed resources shall also be indicated on an Organogram. The Organogram should clearly indicate the staff working on the project, their role on the Works Project and their professional registration. The Works Project Manager may request additional information to be included.

- f. CVs for each of the project team members. If a sub-consultant is used the Service Provider shall also submit their company's name, their company's BBBEE status level and BBBEE certificate.
- g. Resource-based costing – this should include the names of the staff members, their category, tasks, hours to be spent on each task and rates.
- h. A cost proposal which includes the cost of any associated fees and services and an estimated cost of construction (where applicable).

When compiling the Works Project Proposal the Service Provider shall give due consideration to the number of registered professionals (or future registered professionals) allocated to the project and if the exigencies of the contract warrants the number of registered professionals allocated. Should the Works Project Manager find this number to be excessive, a motivation will be requested and the Service Provider will submit the motivation with a clear indication of the benefits that the Employer will gain from this allocation.

A section shall be included in the Works Project Proposal indicating any unregistered personnel that are in the process of registering professionally and if they are expected to register professionally during the duration of the Works Project. The Service Provider shall then also indicate if they intend to use the higher category rate for payment once the personnel are registered.

The Service Provider shall be transparent when preparing Works Project Proposals and inform the Employer in writing of the reasoning behind the inclusion of certain items where necessary. Should it be necessary to include additional documents as part of the Works Project Proposal submission in order to demonstrate the reasoning, the Service Provider shall include such relevant documentation.

16. TRAINING AND MENTORING

The Service Provider shall provide training and mentoring to the Employer's staff. Training will generally pertain to the design and analysis of treated effluent networks, as well as the design and analysis of other alternative water sources infrastructure.

The Employer will provide the Service Provider with topics for training as the need arises. The Service Provider must allocate adequate resources to the project team to develop and present the training. Training can be of a basic or advanced nature depending on the need from the Employer's staff.

The Service Provider must make provision for the relevant mentorship of the Employer's personnel. The Service Provider shall make available relevant professionally registered personnel with a minimum of 5 years post-registration experience to take the role of mentor and supervisor to ensure fulfilment of the relevant Professional registration body's requirements. The Mentor will need to assess the skills and level of knowledge of the individual in the relevant field and assist the individual to identify training and/or

experience needs in order to obtain registration from the relevant Professional registration body. Mentorship meetings should be held at three month intervals and progress should be discussed and measured. The Mentor should approve and sign all reports compiled by the individual.

As part of the Works Project Brief, the Employer will provide the training and/or mentoring requirements, which can be further discussed and agreed to in the Works Project Briefing session. The Service Provider shall then include the training and/or mentoring in the Works Project Proposal.

Training and/or mentoring will take place at the offices of the Employer in either Bellville (Water & Sanitation Head Office) or Goodwood (Municipal Offices) or at the offices of the Service Provider. Payment for travelling will be made at the appropriate rate in C2.2 Schedule of Rates. Online (Skype/Teams) meetings will be allowed for mentoring purposes by prior agreement with the Employer.

17. QUALITY ASSURANCE

The Service Provider shall ensure that all documentation are compiled and records kept to the standard as specified in the Organization for Standardization's ISO 9001 : 2015 quality management standard (or equivalent). Proof of certification must be attached to the schedule titled **Confirmation of Tenderer Registration / Accreditation**.

Note: Where the entity tendering is a joint venture, one of the partners needs to be ISO 9001 : 2015 certified.

18. EMPLOYER'S RIGHT TO RECOVER COSTS

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

18. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

Any intellectual property (including but not limited to source documents, designs, maps, drawings, reports, statistics, recordings, photography, computer software, electronic documents, etc.) that may result from the project will be the sole property of the City of Cape Town.

In alignment with the above, any information arising from or within a project will be treated as confidential and no information is to be divulged, provided to or mentioned to persons or parties not involved in the project except where permission is granted in writing for that specific purpose.

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ANNEXES

Annex 1: B-88EE Sub-contract Expenditure Report
Annex 2: Joint Venture Expenditure Report
Annex 3: COCT As-built requirements

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
Total: R				
Expressed as a percentage of P* %				

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

Date:

Verified by Employer's
Representative:

Date:

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ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR (SERVICE PROVIDER):

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO.

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

Signatures

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

Date:

Verified by Employer's Representative:

Date:

S.C. 

ANNEX 3

COCT AS-BUILT REQUIREMENTS

The document below is the latest version and subject to updates. Updates will be issued when available.

AS-BUILT PROTOCOL (CHECKLIST) The following protocols regarding civil "as built" plans and GIS data are implemented by the City of Cape Town			
WS RET REG 017	29/07/2019	WATER AND SANITATION DEPARTMENT	Version: 01
COMPILED BY: SPO	WATER DEMAND MGMT, REG & PLANNING		APPROVED: MANAGER
ALL CONTROLLED documents are located in the SAP DM System			Printed 2019/07/29
Printed documents are NOT CONTROLLED except if signed and dated			Page 1 of 1
As-built data should be supplied to the CITY OF CAPE TOWN in GIS, CAD and Pdf formats, and comply with the prescribed As Built Plan, GIS, CAD & Survey standards as indicated within this document. 1) HARD COPY PLANS (Optional) 2) AS BUILT PLAN STANDARDS 3) GIS DATA FORMAT / STANDARDS 4) CAD STANDARDS 5) SURVEY STANDARDS			
1) HARD COPY PLANS (Optional)			
☐	1.1 Two (2) sets of "as built" services layout plans (Scale 1 : 500), including longitudinal sections if applicable, be provided and loosely rolled up. (to be printed on Hydromat Film OR Coated Paper)		
☐	1.2 The hard copies should be on standard sheet sizes. Hard copies should not be larger than A0. A1 paper size is preferred.		
2) AS BUILT PLAN STANDARDS			
☐	2.1 No Telkom or electrical data should appear on the civil "as built" plans or digital data, unless requested by the City of Cape Town.		
☐	2.2 <u>As-Built drawings:</u> Services should be separated on the drawings as follows: - Water Layout (excluding contours) - Sewer Layout (excluding contours) - Roads and Storm water Layout (including contours) - Roads and Traffic Signage Layout - Combined Services (water, sewer and storm water) (excluding contours) - Electrical and Telkom (on request)		
☐	2.3 The following information needs to be clearly indicated on all drawings: All appropriate Map Layout features - o Title Block - o Clear Legends indicating all services - o North sign - o Scale		
☐	2.4 Date – of all revisions should be indicated and final "as built" date.		
☐	2.5 The Name of Development / Suburb.		
☐	2.6 Where there are various phases, it should be shown clearly on a Locality insert map		
☐	2.7 Street names (if available).		
☐	2.8 The correct erf numbers on the erven if available from the Surveyor General		
☐	2.9 Servitudes and their widths.		
☐	2.10 Revision number (A-Z) With "as built" as revision ZZ. Final plan clearly indicated as "As-built" and marked as revision ZZ.		
☐	2.11 The name in full and signature of the responsible project manager, contact details, as well as the names of the clients, consultants, contractor and Project number should be on the "as built".		
☐	2.12 The ownership, regarding "Municipal or Private" services should be clearly indicated.		

3.0. 2

☐	2.13 That all features and attribute data, i.e. pipes/leadings/valves/fittings and diameter/class, materials, slopes, lengths, cover and invert levels be clearly indicated on the drawings, positioned at the entity.
☐	2.14 The type of valves and hydrants indicated on the plan
☐	2.15 Accurate dimensions for all services
☐	2.16 Co-ordinate lists (ASCII /Excel file) of the valves, fire hydrants, manholes, meter positions, leading end cap, etc. should appear on the plan and to be digitally handed over to the Council.
☐	2.17 A table, indicating the total length of New Pipes/Relays for the different pipe diameters, class and types.
☐	2.18 Bulk Water Meter details (Location XY, size)
☐	2.19 The new "as-built" data should not be indicated as "proposed".
	Disclaimer: It is the responsibility of the contractor to verify the locations of the Water and Sanitation infrastructure in the field, as supplied to them by the CCT, before the start of construction and to immediately brought any discrepancies/ anomalies to the attention of the Water and Sanitation department.
	3) GIS
	GIS DATA FORMAT / STANDARDS
☐	3.1 The GIS data must be produced and provided in the following projection: Map Projection: Gauss Conformal (Transverse Mercator) Datum: Hartebeeshoek 04 Spheroid: WGS 84 Scale Factor: 1 Central Meridian: 19 Units: International Meter
☐	3.2 Spatial data should be supplied to the CITY OF CAPE TOWN in the following formats: When NO Geodatabase has been provided by the Municipality: o Data to be submitted in ESRI GIS formats: ArcGIS File Geodatabase <u>or</u> Personal Geodatabase <u>or</u> Shape files (.shp); with attributes containing pipe diameters /class, length, capacity, material, CL/L (height values must be referenced to Mean Sea Level), consultant etc. o All field names must be understandable and, if provided as a Shapefile, the field names must be shorter than eight characters. o If the field name is more that one word, underscores must be used e.g. Facility_Name o Metadata explaining the field names and field parameters must be provided When an empty Geodatabase was provided by Water & Sanitation GIS o Capture all data and relevant fields as specified in the tender specifications o If any other spatial data (Except for the feature classes provided) is included in the final deliverable this data should be in a feature dataset o Data must be captured with the cadastral file used as background reference o All raster data and symbolize layers must be excluded from the geodatabase and provided in a separate folder
☐	3.3 Topology: All data supplied to the CITY OF CAPE TOWN should have spatial topology. o The capturing direction of line features (pipes) must reflect the gravity (flow) direction of the sewer pipe. (Capture in the Flow Direction of the Pipes.) o Connectivity must be complete; stipulating that all connected features snaps accurately to one another with no under- or over shoots, point-to-line and line-to-line. o The drawing must be "topologically clean" with no duplication of features.
	4) CAD STANDARDS

Site Information



CITY OF CAPE TOWN
WATER AND SANITATION: TECHNICAL SERVICES
CONTRACT NO. 370C/2021/22
PROVISION OF PROFESSIONAL SERVICES, TECHNICAL SUPPORT AND IMPLEMENTATION IN
RESPECT OF THE DESIGN AND CONSTRUCTION MONITORING OF TREATED EFFLUENT
INFRASTRUCTURE AND OTHER ALTERNATIVE WATER SOURCES INFRASTRUCTURE

**POSSIBLE LOCATIONS FOR WORKS PROJECTS: CITY OF CAPE
TOWN EXTENT**

3.0. d

PART 6: Key personnel

Key personnel provided at time of tender:



Part 7: Preference Schedule

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below applicable to the Code they wish to be evaluated against.

Table 1: Level of Contribution: Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector.

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	☐
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	☐
Exempted Micro Enterprise (EME), at least 30% but less than 51% black-owned	☐
Exempted Micro Enterprise (EME), less than 30% black-owned	☐
Exempted Micro Enterprise B-BBEE Status Level of Contributor ¹	☐
Qualifying Small Enterprise B-BBEE Status Level of Contributor ¹	☐
Qualifying Small Enterprise (QSE), 100% black-owned	☐
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	☐
Qualifying Small Enterprise (QSE), less than 51% black-owned	☐
Verified B-BBEE contributor B-BBEE Status Level of Contributor ¹	☒
Non-compliant contributor	☐

¹ If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

6 Declarations

- 1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I/we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works ☐

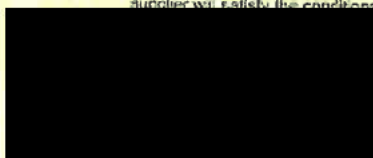
Note:

Tenderers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the tenderer contravenes the conditions in Section 2.

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2) The undersigned, who warrants that he/she is duly authorized to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:

- (i) the information furnished is true and correct;
- (ii) the preference claimed is in accordance with the conditions of this schedule;
- (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBEE level of contributor as at the closing date is correct; and
- (iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.



Name (PRINT)

(For and on behalf of the Supplier (duly authorised))

12 July 2022

Date

For official use.

SIGNATURE OF CITY OFFICIALS AT
TENDER OPENING

1.

2.

3.