



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

*Making progress possible. Together.*

## **MEMORANDUM OF AGREEMENT**

FOR THE

**PROVISION OF PROFESSIONAL SERVICES FOR THE DETAILED DESIGN  
AND CONSTRUCTION MONITORING OF THE GORDONS BAY SEWER  
PUMPSTATION AND RISING MAIN**

MADE AND ENTERED INTO BETWEEN

**CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY**

And

**AURECON SOUTH AFRICA (PTY) LTD**

**REGISTRATION NO.** [REDACTED]

**PREAMBLE**

**WHEREAS** Term Contract 68C/2019/20 was awarded to the Service Provider on **13 January 2020** in line with resolution **SCMB 06/01/20**, for the provision of professional services for the detailed design and construction monitoring of the Gordons Bay sewer pump station and Rising Main.

**AND WHEREAS** in line with resolution **SCMB 06/01/20**, SCMBAC approved the contract in terms of section 33 of the Local Government: Municipal Financial Management Act 56 of 2003 on **13 January 2020** on the same specifications, terms and conditions as advertised in Term Contract 68C/2019/20.

**AND WHEREAS** it is recorded that this Contract will be governed by the provisions of the CIDB Standard Professional Services Contract (July 2009) (Third edition of CIDB document of 1014), which is available at: <http://www.cidb.org.za/publications/Documents/Standard%20Professional%20Services%20Contract.pdf> read with the Contract Specific Data ("**SCC**") as set out in the Contract.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:****1. PARTIES**

The Parties to this Contract are:

- 1.1. **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("**the Employer**"), herein represented by the **City Manager or his nominee** and duly authorised hereto;
- 1.2. **Aurecon South Africa (Pty)Ltd** a private company 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 Service Provider**"), herein represented by its duly authorised representative, [REDACTED] in his capacity as [REDACTED]

each a "**Party**" and together the "**Parties**".

## 2. INTERPRETATION

2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Annexure 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 SCC;

2.1.2. second, the terms and conditions of the GCC;

2.1.3. third, Annexures and schedules to this Contract; and

2.1.4. fourth, any other documents incorporated by reference.

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

## 3. APPOINTMENT AND DURATION

3.1. The Employer hereby appoints the Service Provider to perform the Scope of Work to 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 commence on the Commencement Date and shall endure for a period of **282 weeks**.

## 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 (Part C3: Scope of Work), subject to the satisfactory fulfilment of the obligations by the Service Provider as set out in this Contract.
- 5.2. The Employer shall monitor and evaluate the Service Provider's performance in respect of the Scope of Work (Part C3: Scope of Work).

## **6. OBLIGATIONS OF THE SERVICE PROVIDER**

- 6.1. The Service Provider hereby agrees and undertakes to perform the Services to the Employer as set out in Part C3: Scope of Work.
- 6.2. The Service Provider will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 6.3. The Service Provider will ensure that the Works will be of a satisfactory quality and fit for purpose.
- 6.4. The Service Provider shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.
- 6.5. The Service Provider will not conduct any activity of whatsoever nature which may be detrimental to the Employer's reputation and goodwill.
- 6.6. The Service Provider undertakes to and in favour of the Employer that it –
- 6.6.1. has the resources, necessary expertise and skill, capabilities and technology to provide the Works to the Employer; and

- 6.6.2. has effective, efficient and transparent financial management and control systems in place.

## **7. PRICING SCHEDULE**

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

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## Part C1: Agreements and Contract Data

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### C1.1 Form of Contract Agreement

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

**CONTRACT 68C/2019/20: PROVISION OF PROFESSIONAL SERVICES FOR THE DETAILED DESIGN AND CONSTRUCTION MONITORING OF THE GORDONS BAY SEWER PUMP STATION AND RISING MAIN**

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

**R 13 819 935.25 (THIRTEEN MILLION EIGHT HUNDRED AND NINETEEN THOUSAND NINE HUNDRED AND THIRTY-FIVE RANDS TWENTY-FIVE CENTS**

The terms of the contract, are contained in:

**Part C1: Agreements and contract data, (which includes this agreement)**

**Part C2: Pricing data**

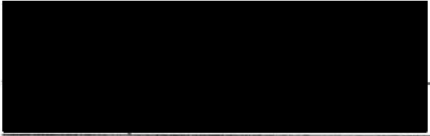
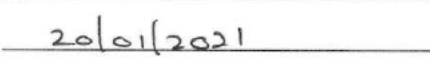
**Part C3: Scope of Work**

**Part C4: Site Information**

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

The Service Provider shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Purchaser's agent (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 20 January 2021.**

**for the Service Provider: Aurecon South Africa (Pty) Ltd**Signature: Name: Capacity: Date: 20/01/2021Organisation Name: AURECON SOUTH AFRICA (PTY) LTDWitness 1: Date: 20/01/2021Witness 2: Date: 20.01.2021**Employer: City of Cape Town**Signature: Name: Rustim KeraanCapacity: Acting Executive Director: Water and WasteDate: 21 December 2020Witness 1: Date: 21/12/20Witness 2: Date: 21/12/20

## C1.2 Contract Data

### Part 1: Contract Data provided by the Employer

#### **GENERAL CONDITIONS OF CONTRACT**

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

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

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

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions 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.

1. the Form of Offer and Acceptance,
2. the Contract Specific Data within the Contract Data,
3. the General Conditions of Contract
4. the Scope of Work, and
5. the Pricing Data.

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

### **CONTRACT SPECIFIC DATA**

The following contract specific data is applicable to this Contract:

#### **Clause 1:**

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

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

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

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

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

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

|                                |                          |
|--------------------------------|--------------------------|
| Studies, investigations, etc.: | 4 Weeks after Start Date |
| Stage 1:                       | 16 Weeks                 |
| Stage 2:                       | 91 Weeks                 |
| Stage 3:                       | 143 Weeks                |
| Stage 4:                       | 195 Weeks                |
| Stage 5:                       | 270 Weeks                |
| Stage 6                        | 282 Weeks                |

These estimated periods of performance will be reviewed upon commencement.

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

The project is the **PROVISION OF PROFESSIONAL SERVICES FOR THE DETAILED DESIGN AND CONSTRUCTION MONITORING OF THE GORDONS BAY SEWER PUMPSTATION AND RISING MAIN**

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.

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).

### **Clause 3**

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

Add the following after clause 3.1

### **Clause 3.2**

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, upon the written agreement of the Service Provider. Please refer to this document contained on the CCT's website.

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

### **Clause 3.2**

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

### **Clause 3.4 and Clause 4.3.2:**

Add the following:

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

The address for receipt of communications is:

Telephone: (021) 400 4843  
Facsimile: (021) 419 7639  
E-mail: Michael.Webster@capetown.gov.za  
Postal Address: PO Box 298  
CAPE TOWN  
8000

Physical Address: Tower Block  
Civic Centre  
12 Hertzog Boulevard  
CAPE TOWN  
8001

**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 Gordon's Bay sewer pump station and rising main situated within the City of Cape Town Municipal area. Key personnel will be expected to work out of the local office as the exigencies of this contract require. The address of the local office will be that as indicated on Schedule 1, Part T2.2: Returnable Schedules, and which will be regarded as the *domicilium citandi et executandi* for the purposes of any contract arising from this tender submission

**Clause 3.9.2:**

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

*Add the following at the end of the clause:*

Should any of the events 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 3.9.3:**

*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:*

The penalty amount per day is as follows:

R2000

The maximum penalty amount is as follows:

R10 000

*Replace clause 3.12.1 with the following:*

If due to his negligence, or for reasons within his control, the Service Provider does not deliver the relevant project by the required Delivery Date, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the Delivery Date, or an extended Delivery Date, and the actual date of completion, at the rate equal to R2000 (two thousand rand) of the daily rate(s) applicable to the relevant part of the Service, and up to the maximum of R10 000 (ten thousand rand) of the total price applicable to the contract. Note that this clause 3.12.1 deals with a penalty for late delivery only, and does not permit payment for work not actually performed to the satisfaction of the Project Manager.

**Clause 3.12.2**

*Replace Clause 3.12.2 with the following:*

Where the Service Provider is in material breach of a term of the Contract (and whether or not the Employer has become entitled to the maximum penalty in 3.12.1), the Employer may terminate the Contract in terms of clause 8.4 and / or may give notice to the Service Provider that he will have the relevant Services completed in-house or by another service provider.

*Add the following after clause 3.12.2:*

**Clause 3.12.3**

The Employer may impose the following additional penalties or fines:

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

**Clause 3.15.1:**

*Add the following:*

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

**Clause 3.16.2:**

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

*Add the following:*

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

**Clause 3.17: Price adjustment due to content imported from outside South Africa – NOT APPLICABLE**

**Clause 5.4.1:**

*Add the following:*

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

- a) Professional Indemnity (PI) insurance providing cover in an amount of not less than R5 000 000 in respect of each and every claim during the period of insurance. Where the entity tendering is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.
- b) Public Liability insurance with a limit of indemnity of not less than R20 000 000 for any single claim, the number of claims to be unlimited during the contract period.
- c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

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

**Clause 5.4.2**

*Add the following:*

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

*Add the following clause after Clause 5.4.2:*

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

**Clause 5.5:**

*Add the following:*

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

- a) Replacing any of the key personnel listed at the time of tender.
- b) Occupying any public land or facility for any purpose that will cause disruption and or inconvenience to the users of such land or facility in respect of any construction contract.
- c) Making a material change, addition or omission from the approved designs.

- d) The exercising of any discretion in terms of any terms and conditions in this contract, that results in the utilisation of any of the contingency allowance, increasing the contract value or awarding any additional time as detailed in the relevant contract conditions
- e) Permitting advance payment for items not listed in the Advance Payment Schedule.
- f) Nominating the Employer's Agent Representative.
- g) Delegation of Employer's Agent authority in terms.
- h) Granting permission to work during non-working times.
- i) Suspend the progress of the works.
- j) The issuing of an instruction to accelerate progress.

**Clause 6.4:**

*Add the following clause after Clause 6.3:*

**6.4 Conflict of interest**

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

**Clause 7.1.2**

*Add the following:*

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

**Clause 7.2.1:**

*Add the following:*

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

**Clause 8.1:**

*Add the following:*

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

**Clause 8.4.1:**

*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; or
- 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 Supply Chain Management 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 9.1:**

*Add the following:*

Copyright of 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**.

**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 three years, which period shall commence on the earlier of:

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

**Clause 13.7.3:**

*Add the following clause after Clause 13.7.2:*

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

**Clause 14.5:**

*Add the following new clause after Clauses 14.4:*

**Clause 14.5: Tax Invoices**

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

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

**Clause 14.6: More frequent payments**

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

**Clause 15:**

*Add the following:*

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

### C1.3 Occupational Health and Safety Agreement

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

**AURECON AFRICA (PTY) LTD**

(Service Provider/Mandatary/Company/CC Name)

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

I, [REDACTED] representing **AURECON 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.

COID ACT Registration Number: [REDACTED]

OR Compensation Insurer: **N/A**

Policy No.: **N/A**

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

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

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

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

Signed at BELLVILLE on the 20<sup>th</sup> day of JANUARY 2021

Witness

for and on behalf of the Service Provider

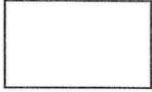
Signed at BELLVILLE on the 20<sup>th</sup> day of JANUARY 2021

Witness

for and on behalf of City of Cape Town

**C1.4 Insurance Broker's Warranty**

Pro Forma

*Letterhead of Contractor's Insurance Broker*

Date \_\_\_\_\_

CITY OF CAPE TOWN

City Manager

Civic Centre

12 Hertzog Boulevard

Cape Town

8000

Dear Sir

**CONTRACT NO.:** 68C/2019/20**CONTRACT TITLE:** PROVISION OF PROFESSIONAL SERVICES FOR THE DETAILED DESIGN AND CONSTRUCTION MONITORING OF THE GORDONS BAY SEWER PUMPSTATION AND RISING MAIN

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

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

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

Yours faithfully

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

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

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## Part C2: Pricing Data

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|                                      | <b>Pages</b> |
|--------------------------------------|--------------|
| <b>C2.1 Pricing Assumptions.....</b> | <b>16-19</b> |
| <b>C2.2 Activity Schedule.....</b>   | <b>20-25</b> |

## C2.1 Pricing Assumptions

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

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.
2. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:

|                 |                                                                                                                                                                    |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unit:           | The unit of measurement for each item of work.                                                                                                                     |
| Quantity:       | The number of units of work for each item.                                                                                                                         |
| Rate:           | The agreed payment per unit of measurement.                                                                                                                        |
| Amount:         | The product of the quantity and the agreed rate for an item.                                                                                                       |
| Sum:            | An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units. |
| Percentage Fee: | The agreed fee for a service, the extent of which is described in the Scope of Work, expressed as a percentage of a construction contract value or part thereof.   |

3. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. If a nil rate (i.e. "nil" or "0.00") is entered against an item, it will be considered that there is no charge for that particular item. **An item against which no rate (or rates, in the case of rate categories if provided) 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.**
4. The rates, sums, fees and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Time based rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
5. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.

6. All rates, sums, fees or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall **not** be subject to any variation throughout the period of the contract. In developing any other rates, (excluding time based), tenderers must make allowance for annual increases.
7. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Activity Schedule. In respect of engineering, this provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The provision for architectural services is in respect of specific services as described in the Scope of Work. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.
8. The categories of persons (A, B, C, D) in respect of time-based fee rates for professional services shall be as defined in the relevant guideline scope(s) of services (as referenced in the Specifications).
9. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.
10. Where a provisional sum has been provided in respect of additional construction monitoring services, the service provider shall, when called upon to do so by the Employer, submit a proposal in respect of such construction monitoring to the Employer for approval. The Service Provider is not entitled to claim the full provision in this regard, but shall rather submit a realistic proposal based on the requirements of the project, and as set out in the Scope of Work, which may be accepted, or rejected, at the sole discretion of the Employer.
11. Where provisional sums are provided in respect of services, etc., these amounts may be omitted in part or in full should the services, etc. not be required. Where services are to be sub-contracted out by the Service Provider, which do not exceed R200 000,00 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/contractors. Where the sub-contracted services are likely to exceed R200 000,00 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemized in the Activity Schedule.
12. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.
13. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.

14. Full time construction monitoring staff shall be reimbursed for travelling expenses, for either the return office to site or return home to site journeys, whichever is the lesser. Part time construction monitoring staff shall be reimbursed for either the return office to site or return alternate site to site journeys, whichever is the lesser. Construction monitoring staff engaged in work outside of normal working hours shall be reimbursed for the return home to site journey. Staff other than construction monitoring staff shall only be reimbursed for travelling expenses in respect of trips exceeding 40km per journey (round trip). Payment shall only be made for that portion of the distance that exceeds 40 km.
15. The per kilometre rate for the reimbursement of travel expenses shall be limited to the ad-hoc duty transportation allowance for the Employer's own staff as adjusted from time to time. This rate is currently R3.61/km (excluding VAT).
16. Tenderers are to note that the planning for this Contract is based on a three-year budget which is subject to change. While the Employer has every intention to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this Contract, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.4 of the Standard Professional Services contract as amended by the Contract Data.

The Employer shall conduct periodic reviews of the Contract, at least, once every 3 (three) years in accordance with section 116(1)(b) of the MFMA.

17. If the Service Provider considers it necessary to employ the services of the safety specialist in order to execute duties 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 (Clause 7.2.1.3, Part C3.1 Scope of Work), the cost thereof must be included in the fee tendered for this aspect of the project.
18. If the Service Provider deems it necessary to appoint a sub-consultant as Environmental Officer (EO), the cost thereof must be included in the fee tendered for this aspect of the project.
19. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
20. Clause F.2.13.11 in Part T1.2 Tender Data shall be applicable to the submission of Activity Schedules which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his/her tender in the place of handwritten priced Activity Schedules.

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

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

21. For any variations in rates of exchange, which shall be for the Employer's account in accordance with Clause 3.17 of the Contract Specific Data in Part C1.2 Contract Data, the Tenderer is specifically referred to the Contractor's obligation to take out **forward cover**. The schedule titled **Price Basis for Imported Plant and Materials** is attached hereto and must be completed by the Tenderer, if applicable, in conjunction with pricing the relevant items in the Activity Schedules.

## C2.2 Activity Schedule

### Item No. 1 : Engineering Services

#### 1.1 : Planning, Studies, Investigations and Assessments, and Normal Services

| Item No.                         | Activity Description                                                                                                            | Unit | Estimated Quantity | Unit Rate (Excl. Vat) | Amount (Excl. Vat)<br>R c |    |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------|------|--------------------|-----------------------|---------------------------|----|
| 1.1                              | Provide engineering services as described in the Scope of Work in respect of Planning, Studies, Investigations and Assessments: |      |                    |                       |                           |    |
| 1.1.1                            | Project Director                                                                                                                | hr   | 250                |                       |                           | 00 |
| 1.1.2                            | Project/Senior Engineer                                                                                                         | hr   | 3050               |                       |                           | 00 |
| 1.1.3                            | Civil Design Technologist/Engineer                                                                                              | hr   | 3000               |                       |                           | 00 |
| 1.1.4                            | Design Technician                                                                                                               | hr   | 2000               |                       |                           | 00 |
| 1.1.5                            | Draughtsperson                                                                                                                  | hr   | 2000               |                       |                           | 00 |
| 1.1.6                            | Structural Engineer                                                                                                             | hr   | 500                |                       |                           | 00 |
| 1.1.7                            | Mechanical Engineer                                                                                                             | hr   | 1000               |                       |                           | 00 |
| 1.1.8                            | Electrical Engineer                                                                                                             | hr   | 500                |                       |                           | 00 |
| 1.1.9                            | Electronic Engineer                                                                                                             | hr   | 250                |                       |                           | 00 |
| TOTAL OF ITEM No. 1.1 TO SUMMARY |                                                                                                                                 |      |                    |                       | R 6 625 750               | 00 |

| Item No.                                | Activity Description                                                                                                                                                                 | Unit | Estimated Quantity | Unit Rate (Excl. Vat) | Amount (Excl. Vat)<br>R c |           |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------------|-----------------------|---------------------------|-----------|
| 1.2                                     | Provide time-based engineering services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Work: |      |                    |                       |                           |           |
|                                         | - Category A staff                                                                                                                                                                   | hr   | 50                 |                       |                           | 00        |
|                                         | - Category B staff                                                                                                                                                                   | hr   | 100                |                       |                           | 00        |
|                                         | - Category C staff                                                                                                                                                                   | hr   | 150                |                       |                           | 00        |
|                                         | - Category D staff                                                                                                                                                                   | hr   | 150                |                       |                           | 00        |
| <b>TOTAL OF ITEM No. 1.2 TO SUMMARY</b> |                                                                                                                                                                                      |      |                    |                       | <b>R 325 500</b>          | <b>00</b> |

**1.3 : Additional Services**

| Item No. | Activity Description                                                                                                                               | Unit  | Estimated Quantity | Unit Rate (Excl. Vat) | Amount (Excl. Vat)<br>R c |    |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------------|-----------------------|---------------------------|----|
| 1.3.1    | <b>Additional Services pertaining to all stages of the Project.</b>                                                                                |       |                    |                       |                           |    |
| 1.3.1.1  | Applying for wayleave conditions and approvals from all services authorities                                                                       | Sum   | -                  |                       |                           | 00 |
| 1.3.1.2  | Services related to preferential procurement and targeted participation                                                                            | Sum   | -                  | R 0.00                | R 0                       | 00 |
| 1.3.1.3  | Act as leader of the professional team                                                                                                             | Sum   | -                  | R 0.00                | R 0                       | 00 |
| 1.3.2    | <b>Provide a level 3 construction monitoring service as described in the Scope of Work (Resident Engineer)</b>                                     | Month | 18                 |                       |                           | 00 |
| 1.3.3    | <b>Provide a level 3 construction monitoring service as described in the Scope of Work (Assistant Resident Engineer)</b>                           | Month | 18                 |                       |                           | 00 |
| 1.3.4    | <b>Act as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014.</b> |       |                    |                       |                           |    |
| 1.3.4.1  | Compile Occupational Health and Safety Specification for inclusion in Construction Tender (including Risk Assessment)                              | Sum   | -                  | -                     |                           | 00 |

| Item No.                                | Activity Description                                                                               | Unit            | Estimated Quantity | Unit Rate (Excl. Vat) | Amount (Excl. Vat)<br>R c |           |
|-----------------------------------------|----------------------------------------------------------------------------------------------------|-----------------|--------------------|-----------------------|---------------------------|-----------|
| 1.3.4.2                                 | Approval of Occupational Health and Safety Plan of Contractor                                      | Sum             | -                  | -                     |                           | 00        |
| 1.3.4.3                                 | Monthly site/admin audit                                                                           | Monthly         | 18                 |                       |                           | 00        |
| 1.3.4.4                                 | Close-out report                                                                                   | Sum             | -                  |                       |                           | 00        |
| 1.3.5                                   | <b>Provide an Environmental Officer (EO) as described in the Scope of Work</b>                     |                 |                    |                       |                           |           |
| 1.3.5.1                                 | Monthly site/admin audit                                                                           | Month           | 18                 |                       |                           | 00        |
| 1.3.5.2                                 | Close-out report                                                                                   | Sum             | -                  | -                     |                           | 00        |
| 1.3.5.3                                 | Environmental Specialist (e.g. botanist, horticulturist, freshwater ecologist, etc.) (See Note E1) | Sum             | -                  | -                     | R 0                       | 00        |
| 1.3.5.4                                 | Environmental Impact Assessment                                                                    | Provisional Sum | -                  | -                     |                           | 00        |
| 1.3.5.5                                 | Environmental Control Officer                                                                      | Provisional Sum | -                  | -                     |                           | 00        |
| 1.3.6                                   | Heritage Assessment Practitioner                                                                   | Provisional Sum | -                  | -                     |                           | 00        |
| 1.3.7                                   | Quality assurance system                                                                           | Sum             | -                  | -                     | R 0                       | 00        |
| <b>TOTAL OF ITEM No. 1.3 TO SUMMARY</b> |                                                                                                    |                 |                    |                       | <b>R 2 570 500</b>        | <b>00</b> |

Note E1: The required personnel must be a registered professional with the South African Council for Natural Scientific Professions (SACNASP)

## Item No. 2 : Recoverable Expenses (Disbursements) – all disciplines

| ITEM NO. | Description                                                                               | Unit            | Estimated Quantity | Unit Rate (Excl. Vat) | Amount (Excl. Vat) R |    |
|----------|-------------------------------------------------------------------------------------------|-----------------|--------------------|-----------------------|----------------------|----|
|          |                                                                                           |                 |                    |                       | c                    |    |
| 2.1      | Recoverable expenses in respect of printing/copying as specified below:                   |                 |                    |                       |                      |    |
|          | Printing: size A0,                                                                        | No              | 200                | R 0.00                | R 0                  | 00 |
|          | Printing: size A1,                                                                        | No              | 200                | R 0.00                | R 0                  | 00 |
|          | Printing: size A2,                                                                        | No              | 200                | R 0.00                | R 0                  | 00 |
|          | Printing/copying: size A3                                                                 | No              | 1000               | R 0.00                | R 0                  | 00 |
|          | Printing/copying: size A4 (reports and tender documents only),                            | No              | 5000               |                       |                      | 00 |
|          | Compilation and binding of reports/tender documents, books of drawings.                   | No              | 50                 |                       |                      | 00 |
|          | Electronic Data provided on Compact Disk                                                  | No.             | 20                 |                       |                      | 00 |
| 2.2      | Recoverable expenses in respect of travelling.                                            | Provisional Sum | -                  | -                     |                      | 00 |
| 2.3      | <b>Other costs incurred on behalf of and with the approval of the Employer.</b>           |                 |                    |                       |                      |    |
| 2.3.1.3  | Geotechnical investigations                                                               | Provisional Sum | -                  | -                     |                      | 00 |
| 2.3.1.4  | Extra over item 2.3.1.3 above in respect of all other costs, overhead charges and profit. | %               | 200 000            | 0                     | R 0                  | 00 |
| 2.3.1.5  | Laboratory testing                                                                        | Provisional Sum | -                  | -                     |                      | 00 |
| 2.3.1.6  | Extra over item 2.3.1.5 above in respect of all other costs, overhead charges and profit. | %               | 200 000            | 0                     | R 0                  | 00 |

| ITEM NO.                              | Description                                                                                | Unit            | Estimated Quantity | Unit Rate (Excl. Vat) | Amount (Excl. Vat) R | c         |
|---------------------------------------|--------------------------------------------------------------------------------------------|-----------------|--------------------|-----------------------|----------------------|-----------|
| 2.3                                   | <b>Other costs incurred on behalf of and with the approval of the Employer.</b>            |                 |                    |                       |                      |           |
| 2.3.1.7                               | Topographical and land survey                                                              | Provisional Sum | -                  | -                     |                      | 00        |
| 2.3.1.8                               | Extra over item 2.3.1.7 above in respect of all other costs, overhead charges and profit.  | %               | 200 000            | 0                     | R 0                  | 00        |
| 2.3.1.9                               | Flow measurements                                                                          | Provisional Sum | -                  | -                     |                      | 00        |
| 2.3.1.10                              | Extra over item 2.3.1.9 above in respect of all other costs, overhead charges and profit.  | %               | 200 000            | 0                     | R 0                  | 00        |
| 2.3.1.15                              | All other testing required                                                                 | Provisional Sum | -                  | -                     |                      | 00        |
| 2.3.1.16                              | Extra over item 2.3.1.15 above in respect of all other costs, overhead charges and profit. | %               | 200 000            | 0                     | R 0                  | 00        |
| 2.3.17                                | Studies to confirm Master Planning requirements                                            | Provisional Sum | R200 000           |                       |                      | 00        |
| <b>TOTAL OF ITEM No. 2 TO SUMMARY</b> |                                                                                            |                 |                    |                       | <b>R 1 403 100</b>   | <b>00</b> |

**SUMMARY OF ACTIVITY SCHEDULE**

|                          |                |
|--------------------------|----------------|
| A: TOTAL OF ITEM NO. 1.1 | R 6 625 750.00 |
| B: TOTAL OF ITEM NO. 1.2 | R 325 500.00   |
| C: TOTAL OF ITEM NO. 1.3 | R 2 570 500.00 |
| D: TOTAL OF ITEM NO. 2   | R 1 403 100.00 |

|                       |                 |
|-----------------------|-----------------|
| E: SUB-TOTAL (A TO D) | R 10 924 850.00 |
|-----------------------|-----------------|

**F: CONTINGENCIES**

Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Employer may direct and to be deducted in whole or in part if not required

|                |
|----------------|
| R 1 092 485.00 |
|----------------|

|                                  |                 |
|----------------------------------|-----------------|
| G: TOTAL INCLUDING CONTINGENCIES | R 12 017 335.00 |
|----------------------------------|-----------------|

|                    |  |
|--------------------|--|
| H: VALUE ADDED TAX |  |
|--------------------|--|

|                                        |                |
|----------------------------------------|----------------|
| ADD: VAT at the rate of 15% of G above | R 1 802 600.25 |
|----------------------------------------|----------------|

|                                                                            |                 |
|----------------------------------------------------------------------------|-----------------|
| H: TENDER PRICE CARRIED FORWARD TO C1.1 FORM OF OFFER AND ACCEPTANCE (H+I) | R 13 819 935.25 |
|----------------------------------------------------------------------------|-----------------|

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender No. **68C/2019/20: PROVISION OF PROFESSIONAL SERVICES FOR THE DETAILED DESIGN AND CONSTRUCTION MONITORING OF THE GORDONS BAY SEWER PUMPSTATION AND RISING MAIN** has been based. If I/we have submitted a printed version of the Activity Schedule, I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda in terms of Clause F.3.2 in Part T1.2 Tender Data.

SIGNED ON BEHALF OF THE TENDERER: .....

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## Part C3: Scope of Work

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|                         | Pages |
|-------------------------|-------|
| C3.1 Scope of Work..... | 27-52 |
| C3.2 Annexes.....       | 53-55 |

### C3.1 Scope of Work

| CONTENTS                                           | PAGE |
|----------------------------------------------------|------|
| 1. INTRODUCTION                                    | 31   |
| 2. BACKGROUND                                      | 33   |
| 3. EMPLOYER'S OBJECTIVE                            | 34   |
| 4. DESCRIPTION OF THE SERVICES REQUIRED            | 35   |
| 5. EXTENT OF THE SERVICES                          | 36   |
| 6. USE OF REASONABLE SKILL AND CARE                | 36   |
| 7. BRIEF                                           | 37   |
| 8. REFERENCE DATA                                  | 50   |
| 9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS | 50   |
| 10. APPROVALS                                      | 50   |
| 11. PROCUREMENT                                    | 51   |
| 12. FORMAT OF COMMUNICATION                        | 53   |
| 13. KEY PERSONNEL                                  | 53   |
| 14. MANAGEMENT MEETINGS                            | 54   |
| 15. CLAIMS FOR PAYMENT                             | 56   |
| 16. EMPLOYERS RIGHT TO RECOVER COSTS               | 56   |

#### 1. INTRODUCTION

The existing Trappies sewer is a gravity pipeline that collects sewage from most of the Strand and conveys it to the Lourens River Pump Station (LRPS). The sewage is eventually discharged at the Macassar Waste Water Treatment Works. The existing Trappies Sewer is some 8.7km long between the LRPS in the northwest of the Strand, to the Gordon's Bay Wastewater Treatment Works (GBWWTW) in the southeast. The Trappies Sewer pipeline reached critical stage in certain sections of the pipeline and investigations were done to determine the way forward.

The consideration of various alternatives were visited during the investigations for the Trappies Sewer and the most sensible and possibly the only practical solution is to relieve the existing Trappies Sewer of the flows generated in the Gordons Bay catchment. The proposal is that this can be done by installing a bulk pumpstation at the Gordons Bay WWTW to collect all the flows to the WWTW and pump it to the Sir Lowry's Pass Outfall Sewer. The new pump station and sewer pipeline alleviates the need to upgrade the existing Trappies Sewer and will bypass Lourens River pump station and transfer flows directly to the Outfall Sewer system to eventually reach the Macassar WWTW.

It is foreseen that this project will consist of a regional sewer pump station at the Gordon's Bay WWTW with a rising main to link to the Sir Lowry's Pass Outfall sewer, thereby bypassing the Trappies Sewer and the Lourens River pump station. However, the Service provider is required to investigate all possible routes and make recommendations.

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 **68C/2019/20: PROVISION OF PROFESSIONAL SERVICES FOR THE DETAILED DESIGN AND CONSTRUCTION MONITORING OF THE GORDONS BAY SEWER PUMPSTATION AND RISING MAIN**, which will be evaluated using a financial offer and preferences based system as described in the tender data.

As this framework contract period will exceed the current budget cycle, it is subject to Section 33 of the Municipal Finance Management Act, 56 of 2003, and consequently the Employer must follow the required processes in terms of Section 33. These will run concurrently with the procurement process for this tender/contract. The expected Start Date of the Framework Contract is within 6 months of the tender closing date.

## 2. BACKGROUND

The original sewer from the LRPS to Bloubos Road on the boundary of the Strand and Gordons Bay, comprises 900mm, 750mm, 600mm and 450mm diameter pipes constructed between 1975 and 1990. In 2009 the sewer was extended with 1.4km of 800mm diameter pipes to the GBWWTW to accommodate flows from there. It is not common practice to have large diameter pipes upstream of smaller diameter pipes due to the potential of blockages that may result. The logic was that the Trappies sewer will be upgraded in future to cater for the increased flows generated by future developments in the upper catchment and that pipe sizes will be 800mm diameter and larger. This was in line with the master planning at the time. This however is no longer an option as reinforcing the existing Trappies Sewer by replacement or duplication along its restricted route through residential and industrial areas will be extremely difficult and expensive considering that more than 50% of the Trappies Sewer needs replacement.

The GBWWTW will not be extended beyond its current capacity. Any flow above its current capacity will be diverted downstream via the Trappies Sewer. The City of Cape Town has planned to convey the wastewater from future developments in the Gordons Bay area to the Macassar WWTW for treatment and disposal. The GBWWTW may also be closed in the long term implying that the total flow must be conveyed downstream via the Trappies Sewer and/or its future support main sewers which would be the proposed Gordons Bay sewer rising main and pumpstation.

The updated sewer master plan indicates that the Trappies sewer reached critical stages and the wastewater flows from future developments and the GBWWTW can no longer be conveyed via the Trappies sewer.

### 3. EMPLOYER'S OBJECTIVE

The primary objective of this tender is to appoint engineering consultants to undertake the following:

- Review previous preliminary design reports and documentation.
- Planning and obtaining of required SANRAL approvals, if required.
- Determine working space requirements for construction purposes and provide information to the line department.
- Preliminary design proposals for the pumpstation and rising main
- Rising main pipeline design including route planning, pipeline optimization, vertical alignment, hydraulic analysis and cathodic protection (if required).
- Liaison with various technical staff, including site meetings, investigations and report proposals.
- The location of all services and obtaining the necessary planning wayleaves
- Timetable for the construction of the various phases of construction.
- Liaison with the local community regarding meetings, briefing sessions, etc.
- To undertake the duties of the Client in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2014.
- Detailed design of the new pumpstation with all Mechanical and Electrical equipment and as well as new rising main.
- Environmental investigations and studies
- Prepare drawings, specification and contract documents and prints of tender documentation
- Evaluation of those tenders received.
- Quality Control and Quality Acceptance of new construction works
- Administer, project manage and supervise the construction of the project.

#### **4. DESCRIPTION OF THE SERVICES REQUIRED**

The Service Provider is required to provide the following services:

##### **4.1 Engineering Services**

###### **4.1.1 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.

###### **4.1.2 Normal Services**

The provision of all services described in Clauses 3.2.1 to 3.2.6 (inclusive) of the aforementioned Guideline in Clause 4.1.1 above, as amended or amplified upon in the project brief below.

###### **4.1.3 Additional Services**

- (a) The provision of additional services pertaining to all stages of the project as described below and amplified upon in the project brief.
  - (i) The provision of all services in respect of wayleave applications and approvals.
  - (ii) The provision of all services related to preferential procurement and targeted participation.
  - (iii) Acting as leader of a professional team.
- (b) The provision of a level 3 construction monitoring service as described in Clause 3.3.2 of the aforementioned Guideline in Clause 4.1.1 above, as amended or amplified upon in the project brief below.
- (c) The provision of all services in respect of acting as the Employer's Agent in terms of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 as described in Clause 3.3.3 of the aforementioned Guideline in Clause 4.1.1 above.

(d) The provision of an Environmental Officer (EO) as described in this project brief below.

## **5. EXTENT OF THE SERVICES**

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

A level 3 construction monitoring service is required in respect of which has been allowed in the activity schedule. Service Providers will be required, in terms of the brief, to submit a proposal for providing such services for the Employer's approval, once the project nears the construction stage.

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

The Service Providers' attention is drawn to the fact that the rising main route is along the future N2 and final agreement and approval from SANRAL must be obtained prior to committing the design phase.

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

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

## **7. BRIEF**

### **7.1 Terms of Reference**

The purpose of this contract is to procure the professional services necessary to implement the Employers objective of the Gordons Bay sewer rising main and pumpstation.

The engineering services to be provided in terms of this contract include, inter alia, the Planning, Studies, Investigations and Assessments, Normal Services and Additional Services as broadly described in the relevant sections of Board Notice 151 of 2014: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in Government Gazette No 38324, 14 December 2014, 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.

This contract will inter alia cover the following:

- Review previous preliminary design reports and documentation.
- Planning and obtaining of required SANRAL approvals, if required
- Determine working space requirements for construction purposes and provide information to the line department.
- Preliminary design proposals for the pumpstation and rising main
- Rising main pipeline design including route planning, pipeline optimization, vertical alignment, hydraulic analysis and cathodic protection (if required).
- Liaison with various technical staff, including site meetings, investigations and report proposals.
- The location of all services and obtaining the necessary planning wayleaves
- Timetable for the construction of the various phases of construction.
- Liaison with the local community regarding meetings, briefing sessions, etc.
- To undertake the duties of the Client in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2014.
- Detailed design of the new pumpstation with all Mechanical and Electrical equipment as well as a new rising main
- Environmental investigations and studies

- Prepare drawings, specification and contract documents and prints of tender documentation
- Evaluation of those tenders received.
- Quality Control and Quality Acceptance of new construction works
- Administer, project manage and supervise the construction of the project.

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, the provision of a level 3 construction monitoring service, 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), provide an Environmental Officer (EO)

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.

## **7.2 Specific Requirements**

### **7.2.1 Engineering Services**

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

The Service Provider shall inspect the site to familiarize him/herself with the nature of the site and the conditions under which work (both the provision of professional services and construction work by others) is going to have to be executed.

The Service Provider shall prepare and submit a detailed report presenting the information gathered (including any photographs as may be necessary), cost estimates, and an implementation programme. Any estimates produced must exclude value added tax (VAT). Inspection reports produced in terms of previous investigations and works undertaken will be made available to the Service Provider for comparative purposes.

The report must include the following:

- Review previous reports and documentation.
- Determine working space requirements for construction purposes and provide information to the line department.
- Route proposal for the Gordon's Bay Rising main
- Preliminary design proposals for the pumpstation and rising main
- Liaison with various technical staff, including site meetings, investigations and report proposals.
- The location of all services and obtaining the necessary planning wayleaves
- Timetable for the construction of the various phases
- Liaison with the local community regarding meetings, briefing sessions, etc.
- To undertake the duties of the Client in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2014.

#### **7.2.1.2 Normal Services**

##### **Stage 1 – Inception**

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

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

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

Further consultation with public and stakeholder groups will be required at this stage of the project.

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

The following activities are envisaged to be covered in Stage 2:

- a) Route Options
- b) Basic Assessment
- c) WULA Application
- d) Heritage assessment
- e) Topographical Survey / Strip survey of final proposed route
- f) Geotechnical investigations

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

The Employer will make arrangements to make all record drawings relating to the preliminary design of the construction of the Gordon's Bay Bulk Sewer available to the Service Provider at no cost. The Service Provider will however be required to search through and collate all available data, drawings and plans necessary to provide the service required in terms of this contract. Any site surveys (visual inspections, measuring to confirm dimensions, etc.) required to corroborate the as-built information provided or any specialist investigation required may only be carried out with the approval of the Employer and shall be paid for as a recoverable expense.

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

The design development shall take cognisance of all design requirements as may be imposed by the rail authority, Water Services Department, or any other authority whose services are impacted upon by the proposed development.

A set of draft plans/drawings shall be submitted to both the Employer and the rail authority for comment and approval prior to going out to tender. All plans must be thoroughly checked by the Service Provider's project leader prior to submission. The tender/contract document shall be submitted to the Employer for checking at least two weeks prior to tenders being advertised. The Service Provider shall prepare detailed estimates of construction costs and submit such to the Employer.

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

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

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

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

Specifications shall include, inter alia, a Health and Safety Specification, and a Construction Environmental Management Programme (refer to Clause 7.2.1.3 Environmental Officer).

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

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

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

The services described in the two preceding paragraphs are additional to normal services, and are provided for in Clause 7.2.1.3 below.

The Service Provider shall attend a Bid Specification Committee("BSC") meeting in an observant/assistance role prior to the finalisation of the contract document and the advertising of tenders. All comments of the BSC 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 Employer and the Services Provider have concluded the contract document, the Service Provider shall supply the Employer with an electronic copy signed by its duly authorised representatives.

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 together with the Employer, during the tender period, attend a tender clarification meeting, and respond to all queries received from the Employer during this period.

Once tenders close, the Service Provider shall prepare a Tender Assessment Report for consideration by the Employer's Bid Evaluation Committee ("BEC"). The Service Provider shall present his Tender Assessment Report 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.

Based on the BEC meetings and its evaluation of the Service Provider's Tender Assessment Report, the Employer's BEC will prepare a final report for approval by the Employer's Bid Adjudication Committee ("BAC"). Once approved by the Employer's BAC, the Service Provider shall facilitate the conclusion of the construction contract.

**Stage 5 – Contract Administration and Inspection**

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

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

The Service Provider shall also, in particular, ensure that all payment certificates, preferential procurement and labour returns, and contract participation expenditure reports are timeously submitted.

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

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

### **7.2.1.3 Additional Services**

#### **Service Enquiries/Wayleave Applications**

The Service Provider shall be responsible for all initial service enquiries/wayleave applications from the rail authority and various other 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:

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

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

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

#### **Construction Monitoring**

Construction monitoring is considered to be a vitally important part of this project, requiring the full time input of an experienced individuals (the Engineer's Representative and Assistant Engineer's Representative) on site.

For this reason, it is specified that a level 3 construction monitoring service (as per the Guideline Scope of Services document referred to above) must be provided by the Service Provider.

A Resident Engineer shall be a qualified Technologist/Technician who has completed at least one project in construction supervision of pressure pipelines and sewer pump stations.

An Assistant Resident Engineer shall be a qualified Technologist/Technician who has completed at least one project in construction supervision of pressure pipelines and sewer pump stations.

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

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

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

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

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

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations, 2014, ensure that any sub-consultants/sub-

contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this contract (Form C1.3, Part C1, refers).

### **Environmental Officer**

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

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

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

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

**Environmental Assessment Practitioner**

An independent 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, obtain the required Environmental Authorisation from the Environmental Authorities and develop an Environmental Management Plan for the project.

**Heritage Assessment Practitioner**

An independent Heritage Assessment Practitioner (HAP) is required to assess the project objectively and provide advice on the implementation of the National Heritage Resources Act and Heritage Protection Overlay zoning where this is in place. The Heritage practitioner will be required to complete any Notifications of Intent to Develop, carry out any heritage impact assessments or develop heritage statements for the project, and assist with any required applications under heritage legislation as well as with the implementation of any heritage requirements put in place by the relevant authorities. It must be noted that the heritage practitioner should be appropriately experienced/qualified in the applicable fields of heritage such as built environment, archaeology or palaeontology as required.

**7.3 Time Frames/Milestones**

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

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

#### **7.4 Places for the Performance of Specific Tasks**

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

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

#### **7.5 Reporting Requirements**

A report covering the proposed construction of Gordon's Bay Rising Main and sewer pump station, cost estimates and construction programme shall be submitted to the Employer for discussion before any commitments are made, by either the Employer or Service Provider. This is not to say that the Service Provider may not do any preliminary work as regards the preparation of designs and contract documentation, while the report is being finalised. Any abortive work in this regard however, will be to the Service Providers account.

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

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

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

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

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

## **8. REFERENCE DATA**

A copy of the Trappies Sewer Project Investigation and Preliminary Design report dated 27 March 2015 is 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.

## **9. APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS**

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

## **10. 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,
- (d) Approval (authorisation) of the project from the Department of Environmental Affairs and Development Planning,
- (e) Approval of the detail design, drawings and final contract document submitted by the Employer,
- (f) Wayleave approval from all service authorities,
- (g) Approval of the accommodation of traffic plans from the Traffic Manager,
- (h) Approval of the construction monitoring proposal from the Employer,

- (i) In respect of time based services, approval of the allocation of staff from the Employer.
- (j) Approval for the employment of specialist sub-consultants from the Employer.

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.

## 11. PROCUREMENT

### 11.1 Preferential Procurement

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

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

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

### 11.2 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.

### 11.3 Forms for contract administration

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

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

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

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

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

## 12. 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.

## 13. KEY PERSONNEL

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

- a) A **Project Leader** who is registered as a Professional Engineer with the Engineering Council of South Africa (ECSA), who has completed a minimum of three (3) projects in the investigation, analysis and design of any type of pumping main equal to or greater than 300 mm diameter conveying any fluid e.g. raw seawater, treated effluent, sewage, portable water, process water or slurry will be acceptable. The Project Leader must also have completed the design and commissioning of at least one (1) sewer pump station with a design flow capacity of 300 l/s or more and who will be responsible for all work carried out in terms of the tender. The Project Leader must also have acted as the "Engineer" in terms of the General Conditions of Contract, within the last five years. A list of projects on which the Project Leader has acted as the "Engineer" must be listed on Schedule 11 in Part T2.1: List of Returnable Documents.
- b) A **Project Engineer** who is a qualified Engineer/Technologist and also registered with the Engineering Council of South Africa (ECSA) who has completed a minimum of three (3) projects in the investigation, analysis and design of any type of pumping main equal to or greater than 300 mm diameter conveying any fluid e.g. raw seawater, treated effluent, sewage, portable water, process water or slurry will be acceptable. The Project Engineer must also have completed the design and commissioning of at least one (1) sewer pump station with a design flow capacity of 300 l/s or more. A list of projects on which the Project Engineer has acted as the Engineer must be listed on Schedule 11 in Part T2.1: List of Returnable Documents.

- c) A **Structural Engineer** who is a qualified Engineer/Technologist and also registered with the Engineering Council of South Africa (ECSA) who has completed a minimum of one (1) project in the analysis and design of water retaining structures or sewer pump stations. A list of relevant projects must be must be listed on Schedule 11 in Part T2.1: List of Returnable Documents.
- d) A **Resident Engineer** who is qualified Technologist/Technician who has completed a minimum of least one (1) project in construction supervision of pressure pipelines and/or sewer rising main equal to or greater than 300mm diameter and one (1) project in construction supervision for a sewer pump station. A list of relevant projects must be must be listed on Schedule 11 in Part T2.1: List of Returnable Documents.
- e) An **Assistant Resident Engineer** who is qualified Technologist/Technician who has completed a minimum of least one (1) project in construction supervision of pressure pipelines and/or sewer rising main equal to or greater than 300mm diameter and one (1) project in construction supervision for a sewer pump station. A list of relevant projects must be must be listed on Schedule 11 in Part T2.1: List of Returnable Documents.

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.

## 14. MANAGEMENT MEETINGS

### 14.1 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.

### 14.2 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.

#### **14.3 Supply Chain Management (SCM) Committee Meetings**

During the course of the Documentation and Procurement stage, the Service Provider shall assist the Employer by attending and participating in the SCM Bid Specification and Bid Evaluation Committee meetings.

#### **14.4 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.

#### **14.5 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.

#### **14.6 General**

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

All charges in respect of attendance at meetings and the provision of secretarial services shall be included in the monthly fee of the respective staff.

**15. CLAIMS FOR PAYMENT**

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses, but not more frequently than at monthly intervals. All interim claims must be accompanied by an original tax invoice. Payment will be effected within 30 days of the date on the tax invoice.

**16. 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

## **C3.2 Annexes**

Annex 1: B-BBEE Sub-contract Expenditure Report

Annex 2: Joint Venture Expenditure Report

ANNEX 1

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR (SERVICE PROVIDER):

| B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT NO. ....              |                                                    |                                                     |                                                            |                                                                                                      |
|-------------------------------------------------------------------------------|----------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| Value of the contract (as defined in Schedule 24: Preferencing Schedule) (P*) |                                                    | R                                                   | B-BBEE Status Level of Prime Contractor                    |                                                                                                      |
| Name of Sub-contractor (list all Sub-contractors)                             | B-BBEE Status Level of Sub-contractor <sup>1</sup> | Total Value of Sub-contract (excl VAT) <sup>1</sup> | Value of Sub-contract work to date (excl VAT) <sup>1</sup> | 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                                                                                                    |
| <sup>1</sup> Documentary evidence to be provided                              |                                                    | Total: R                                            |                                                            |                                                                                                      |
| Expressed as a percentage of P*                                               |                                                    |                                                     |                                                            | %                                                                                                    |

Signatures

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

Date:

Verified by Employer's Representative:

Date:

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. AND NAME:

CONTRACTOR (SERVICE PROVIDER):

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT NO. ....

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

<sup>1</sup>Documentary evidence to be provided

Signatures

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

Date:

Verified by Employer's Representative:

Date:

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Part C4: Site Information

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|                         | Pages |
|-------------------------|-------|
| C4.1 Locality Plan..... | 57    |

## LOCALITY PLAN

