



MEMORANDUM OF AGREEMENT

FOR THE

**PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF A
TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT
THE CITY WITH TRANSPORT SYSTEM AND NETWORK PLANNING
AND RELATED SERVICES**

MADE AND ENTERED INTO BETWEEN

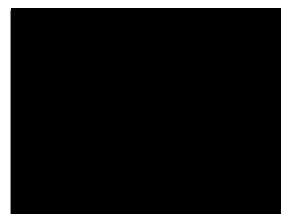
CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY

AND

Innovative Transport Solution (Pty) Ltd

REGISTRATION NO. [REDACTED]

CONTRACT NO: 280C/2023/24



PREAMBLE

WHEREAS tender 280C/2023/24 was awarded to **Innovative Transport Solution (Pty) Ltd** as the **Main Service Provider** in line with the SCM - Bid Adjudication Committee resolution **SCMB 47/11/24** dated **18 November 2024** for the **PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES**, for a contract period from date of commencement for a period of 5 (five) years, subject to approval of Section 33 process;

WHEREAS Prices will be subject to adjustment in accordance with clause 3.16 of the General Conditions of Contract;

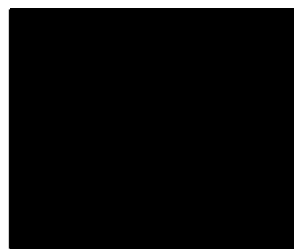
AND WHEREAS it is recorded that this Contract will be governed by the General Conditions of Contract for the Standard Professional Services Contract (July 2009) (Edition 3 of CIDB document 1015), as published by the Construction Industry Development Board, read with the Contract Specific Data ("CSD") hereto marked **"PART C1.2: CONTRACT DATA"**.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PARTIES

The Parties to this Contract are:

- 1.1. **The City of Cape Town**, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act. 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("**the Employer**"), herein represented by **the City Manager** or his nominee duly authorised hereto;
- 1.2. **Innovative Transport Solution (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,



 in his/her capacity as **Director**.
Hereinafter, each a "Party" and together the "Parties".

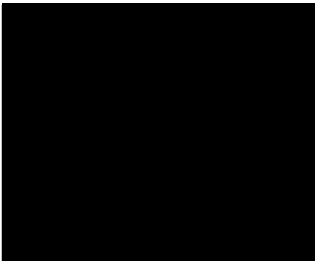
2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the GCC, CSD and any Parts attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:
- 2.1.1. first, the terms and conditions of the CSD;
 - 2.1.2. second, the terms and conditions of the GCC;
 - 2.1.3. third, Parts and Annexures to this Contract; and
 - 2.1.4. fourth, any other documents incorporated by reference.
- 2.2. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

3. APPOINTMENT AND DURATION

- 3.1. The Employer hereby appoints the Service Provider to perform the Scope of Work for the Employer from **the Commencement Date**.
- 3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, **this Contract shall be for a period of 5 (five) years;**

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

5. OBLIGATIONS OF THE EMPLOYER

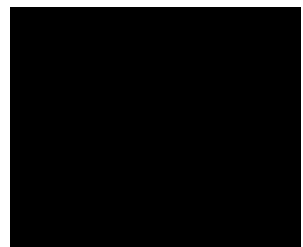
- 5.1. The Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**PART C3: SCOPE OF WORK**), subject to the satisfactory fulfilment of the obligations by the Service Provider as set out in this Contract.
- 5.2. The Employer shall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

6. OBLIGATIONS OF THE SERVICE PROVIDER

- 6.1. The Service Provider hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work (**PART C3: SCOPE OF WORK**).
- 6.2. The Service Provider will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 6.3. The Service Provider will ensure that the Works will be of a satisfactory quality and fit for purpose.
- 6.4. The Service Provider shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.
- 6.5. The Service Provider will not conduct any activity of whatsoever nature which may be detrimental to the Employer's reputation and goodwill.

7. PRICING DATA

- 7.1. The Contract Price for the Works shall be as set out in the Pricing Data annexed



marked "**PART C2: PRICING DATA**".

- 7.2. The Service Provider shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

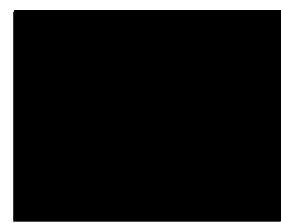
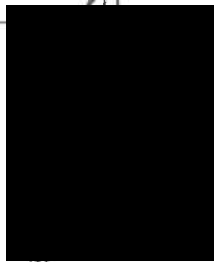
COMPULSORY ENTERPRISE QUESTIONNAIRE

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

e) Is the tenderer liable in the Republic of South Africa for any form of taxation?	☐ Yes	☐ No
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise: i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order; ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or Database of Restricted Suppliers; iii) confirms that no partner, member, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption; iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest, and iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.		

SIGNED ON BEHALF OF TENDERER



PART C1.1 AGREEMENTS

CITY OF CAPE TOWN

URBAN MOBILITY: TRANSPORT PLANNING AND NETWORK MANAGEMENT

CONTRACT NO. 280C/2023/24

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES

C1.1 Form of Offer and Acceptance

Offer

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

CONTRACT 280C/2023/24: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES.

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS: *RATES BASED TENDER*
Rand

(In words)

R (in figures)

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

Signature(s)

Name(s)

Capacity

for the tenderer

(Name of organization/tenderer) *INNOVATIVE TRANSPORT SOLUTIONS (Pty) Ltd*

(Address of organization/tenderer)

Name and signature of witness

Date

For official use.

INITIALS OF CITY OFFICIALS AT TENDER

1.	2.	3.

Acceptance

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

The terms of the contract are contained in:

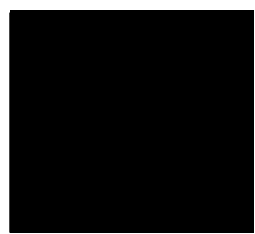
- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work

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

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

The Service Provider shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer'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 documents to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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



The Parties	Employer	Service Provider
Business Name	City of Cape Town	Innovative Transport Solution (Pty) Ltd
Business Registration	Not applicable	
Tax number (VAT)	4500193497	
Physical Address	Tower Block, Civic Centre 12 Hertzog Boulevard Cape Town 8000	
Accepted contract sum including tax	Rates based – see Activity Schedule	Rates based – see Activity Schedule
Accepted contract duration	5 years from the date of commencement	5 years from the date of commencement
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date	30/06/2025	1 July 2025
Signed: Location		
Signed: Witness		
Name of Witness		

Schedule of Deviations

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

1 Subject . N/a.

Details

2 Subject

Details

3 Subject

Details

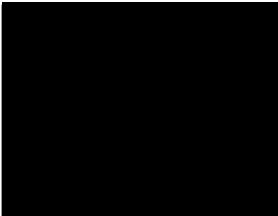
4 Subject

Details

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

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

CITY OF CAPE TOWN



URBAN MOBILITY: TRANSPORT PLANNING AND NETWORK MANAGEMENT

CONTRACT NO. 280C/2023/24

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES

C1.2 Contract Data

Data provided by the Contractor

The name of the Supplier is Innovate Transport Solutions (Pty) Ltd

The address of the Supplier is

Physical : Postal :
Address Address
.....
.....
.....

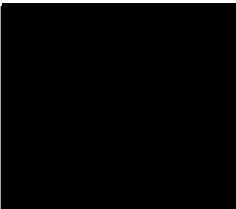
Telephone : Fax:

email :

SUPPLIER’S ANNUAL HOLIDAY PERIODS DURING DELIVERY PERIOD

Year 1 holiday period	Start date	14 December	End date	6 January
Year 2 holiday period	Start date	1 July	End date	14 July
Year 3 holiday period	Start date		End date	

CITY OF CAPE TOWN



URBAN MOBILITY: TRANSPORT PLANNING AND NETWORK MANAGEMENT

CONTRACT NO. 280C/2023/24

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

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

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

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

CONTRACT SPECIFIC DATA

The following contract specific data is applicable to this Contract:

Clause 1:

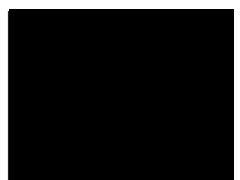
*Add the following to the definition of **Employer**:*

The Employer is the CITY OF CAPE TOWN.

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

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

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



The general period(s) of performance for this contract and works projects is as follows:

Contract Inception meeting: within 2 Weeks of the Start Date
Project Plan draft for Works Project submitted: 2 weeks after initial project briefing
Client comment on reports: 2 weeks minimum
Cashflows and progress reports to be submitted on a monthly basis
Drafts minutes to be provided to employer 1 week after the meeting was held

AND/OR

Whatever period(s) are agreed between the Employer and the service provider at the start of a works project should be adhered to.

Add the following to the definition of Project:

The project is the **PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES**

Add the following to the definition of Service Provider:

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

Delete the definition of Services and replace with the following:

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

Add the following to the definition of Start Date:

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

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

Add the following definition:

Intellectual Property

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

Clause 3

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

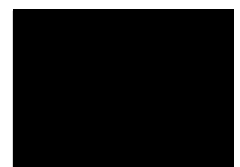
Add the following after clause 3.1

Clause 3.2

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

Clause 3.2

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



Clause 3.4 and Clause 4.3.2:

Add the following:

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

The address for receipt of communications is:

Telephone: [REDACTED]

E-mail: [REDACTED]

Postal Address: [REDACTED]

Physical Address: [REDACTED]

Clause 3.4.1:

Add the following to the first sentence:

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

- a) hand delivered – on the working day of delivery
- b) sent by registered mail – five (5) working days after mailing
- 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 sites of the proposed work packages 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 3.9.1:

Add the following after f):

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

Clause 3.9.2:

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

Add the following at the end of the clause:

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

Clause 3.9.3:

Delete the clause and replace with the following:

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

Clause 3.9.3:

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"

Add 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 and the actual date of completion, at the rate equal to:

The penalty amount per day is as follows:
and up to the maximum of
25% of the daily rate(s) applicable to the relevant part of the Works Project,

The maximum penalty amount per Works Project is as follows:
25% of the total price applicable to the Works Project.

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.

Add the following after 3.12.2

Clause 3.12.3

The Employer may impose the following additional penalties or fines:

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

Clause 3.15.1:

Add the following:

The programme shall be submitted within 21 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

Add the following clause after clause 3.16

3.17.1 General

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

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

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

3.17.2 Variations in Rates of Exchange

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

- (a) The Tenderer shall have completed the schedule titled **Price Basis for Imported Resources** for all imported resources intended to be subject to variations in rates of exchange, subject to the following:

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

3.17.3 Variations in Customs Surcharge and Customs Duty

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

3.17.4 Value of Imported resources at Base Date

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

3.17.5 Variation in labour and material costs of imported resources

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

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

Clause 4.7:
Add the following:

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

Clause 5.4.1:

Add the following:

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

- a) Professional Indemnity (PI) insurance providing cover in an amount of not less than 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

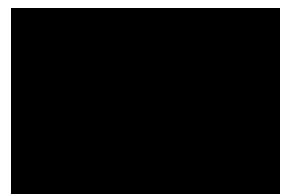
Add the following:

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 9 and 16, Part T2.2 : Returnable Schedules).



Clause 8.1:

Add the following:

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

Clause 8.4.1:

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

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

Clause 8.4.3(c):

Add the following:

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

Clause 8.4.4:

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

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

Add the following after clause 8.4.5:

Clause 8.4.6

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

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

Clause 9:

Delete the clause and replace with the following:

- 9.1 The Service Provider acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 9.2 The Service Provider hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 9.3 The Service Provider shall, and warrants that it shall:
 - 9.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
 - 9.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the Service Provider produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does

- produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
- 9.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- 9.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer's Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the Service Provider from time to time;
- 9.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 9.3.1 to 9.3.3 above;
- unless the Employer expressly agrees thereto in writing after obtaining due internal authority.
- 9.4 The Service Provider represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Service Provider of any third party's Intellectual Property rights.
- 9.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the Service Provider and no copies thereof shall be retained by the Service Provider unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.
- 9.6 Copyright of all documents prepared for the project, and the patent rights or ownership in any plant, machine, item, system or process designed or devised, shall be vested with the Employer. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.
- 9.7 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.
- 9.8 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

Clause 11.1:

Add the following:

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

Clause 12.1.2:

Add the following:

Interim settlement of disputes is to be by mediation.

Clause 12.2.1:

Add the following:

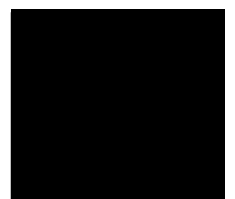
In the event that the parties fail to agree on a mediator, the mediator is nominated by the **President of the South African Institution of Civil Engineering**.

Clause 12.2.4:

Add the following:

Final settlement is by litigation.

Clause 12.3.3:



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

Clause 13.1:

Add the following clause after Clause 13.1.3:

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

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

Clause 13.4:

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

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

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

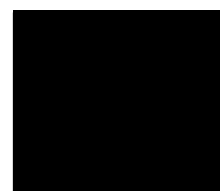
Clause 14.6: More frequent payments

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.



CITY OF CAPE TOWN

URBAN MOBILITY: TRANSPORT PLANNING AND NETWORK MANAGEMENT

CONTRACT NO. 280C/2023/24

PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF A TEAM OF MULTIDISCIPLINARY
PROFESSIONALS TO SUPPORT THE CITY WITH TRANSPORT SYSTEM AND NETWORK PLANNING AND
RELATED SERVICES

C1.2 Contract Data

Part 2: Data provided by the Service Provider

The Service Provider is: INNOVATIVE TRANSPORT SOLUTIONS (Pty) Ltd

Postal Address:

Physical Address:

Telephone:

Facsimile:

Email:

The authorised and designated representative of the Service Provider is:

Name:

The address for receipt of communication is:

Address:

Telephone:

Facsimile:

Email:

SIGNED ON BEHALF OF TENDERER:

C1.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

INNOVATIVE TRANSPORT SOLUTIONS (Pty) Ltd
(Service Provider/Mandatory/Company/CC Name)

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

I, [REDACTED], representing

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

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

COID ACT Registration Number: [REDACTED]

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

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

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

I hereby 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.

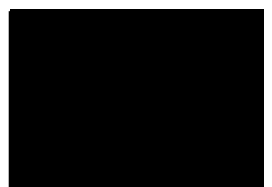
Signed at [REDACTED] on the [REDACTED] day of July 2024

[REDACTED]
Witness

Signed at [REDACTED] on the 30 day of July 2025

Witness

[REDACTED]
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
Chac Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

CONTRACT NO.: 280C/2023/24

CONTRACT TITLE: **PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES...**

NAME OF CONTRACTOR: _____

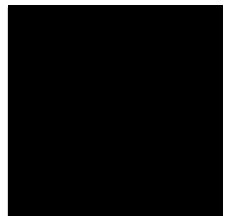
I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract,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

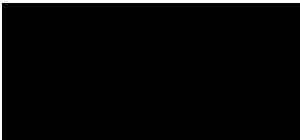
I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____





Date: 18-April-2024

To Whom It May Concern

PROFESSIONAL INDEMNITY INSURANCE & RELATED INSURANCES - PROOF OF INSURANCE LETTER

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

Innovative Transport Solutions (Pty) Ltd

1. Cover:

Professional Indemnity
- Limit of Indemnity:

R30 000 000 each and every claim
2. Cover:

General Public Liability Insurance
- Limit of Indemnity:

R30 000 000 each and every claim
- Period of insurance:

01 April 2024 to 31 March 2025 (both days inclusive)
- Renewal date:

01-April-2025
- Retroactive date:

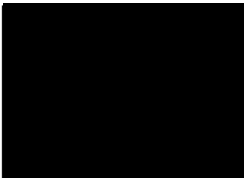
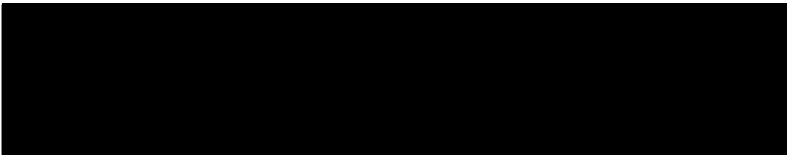
01 April 2000
- Policy number:
- Insurer:

We confirm that the abovementioned policy is currently in force and is subject to the terms, conditions, and exclusions of the policy wording.

We trust the above is in order, but please contact us should you have any further questions.

Yours sincerely

Your Broker:
Telephone number:
E-mail address:
Complaints/Compliments:



PART C2: PRICING DATA

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.
3. A rate, sum, and/or price as applicable, is to be entered against each item in the Activity Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
4. The rates, sums, and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. The rates, sums and prices rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.
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. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Activity Schedule. This provision is for services provided on instruction from the Employer and will be deducted in whole or part if not required. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences. |
7. Tendered time-based fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. All other rates, sums, percentage fees or prices (as applicable) tendered in the Schedule of Rates 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. Adjustments in terms of Clause 3.16 of the Standard Professional Service Contract are applicable to the Schedule of Rates item 1 and all sub-items (i.e. 1.1 key personnel, 1.2 Additional Personnel and 1.3. Additional Services).
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. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, and prices for normal and additional services rendered.
11. 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.
12. 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.
13. 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 R4.84/km (excluding VAT).
14. 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.
15. All charges in respect of attendance at meetings and the provision of secretarial services, shall be included in the tendered basic fee for normal services. i.e. Pricing Schedule item 1 rates.

C2.2 Activity Schedule

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	Price 1
Pick	Formula	Formula	Capture
1.1.1	Key Personnel Programme Manager (primary)	Hr	
1.1.2	Transport Planner (primary)	Hr	
1.1.3	Traffic Engineer (primary)	Hr	
1.1.4	Macro Transport Modeller (primary)	Hr	
1.1.5	Meso/Micro Transport (primary)	Hr	
1.1.6	Public Transport Operations Specialist (primary)	Hr	
1.1.7	Geo-Information Specialist / GIS Analyst (primary)	Hr	
1.2.1	Additional Personnel Programme Manager (secondary)	Hr	
1.2.2	Transport Planner (secondary)	Hr	
1.2.3	Transport Planner (junior)	Hr	
1.2.4	Traffic Engineer (secondary)	Hr	
1.2.5	Macro Transport Modeller (secondary)	Hr	
1.2.6	Meso/Micro Transport (secondary)	Hr	
1.2.7	Public Transport Operations Specialist (secondary)	Hr	
1.2.8	Geo-Information Specialist / GIS Analyst (secondary)	Hr	
1.2.9	Senior Researcher	Hr	
1.2.10	Junior Researcher	Hr	
1.2.11	Data Scientist	Hr	
1.2.12	Transport Economist	Hr	
1.2.13	Concept Designer	Hr	
1.2.14	CAD Operator	Hr	
1.3.1	Additional Services Category A	Hr	
1.3.2	Category B	Hr	
1.3.3	Category C	Hr	
1.3.4	Category D	Hr	
2.1.1	Recoverable expenses in respect of printing/copying as specified below: Printing: size A0,	No	
2.1.2	Printing: size A1,	No	
2.1.3	Printing: size A2,	No	
2.1.4	Printing/copying: size A4 (reports and tender documents only), Compilation and binding of reports/tender documents, books of drawings	No	
2.2	Recoverable expenses in respect of travelling, overnight stay (between provinces) for the service providers and sub-consultants. Other costs (not included in rates) incurred on behalf of and with the approval of the Employer.	Provisional Sum	
2.3.1	Extra over item 2.3.1 above in respect of all other costs, overhead charges and profit, up to a maximum of 5%	Provisional Sum	
2.3.2		%	

PART C3: SCOPE OF WORK

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1. INTRODUCTION

The Transport Systems and Modelling branch within the Urban Mobility Directorate is responsible for a wide range of transport system and network planning and engineering deliverables for the City of Cape Town. Through this tender the City intends procuring a team of professional service providers to increase the capacity of the Transport Systems and Modelling branch to undertake its transport system and network planning function.

In terms of the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005, such services must be procured through a competitive bidding process. The purpose of this document is therefore to invite tenders from suitably qualified and experienced professionals for a five year contract under **TENDER NO. 280C/2023/24: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES**, which will be evaluated using a financial offer and preferences based system as described in the Tender Data.

2. BACKGROUND

The Employer requires, through this tender, additional resources and skilled service providers in support of its Transport Systems and Modelling Unit, which is responsible for transport system planning, system design, system modelling and analysis for the City of Cape Town.

Background documents can be found via the City's website and the full list of relevant transport policies, strategies and plans are available in Annexure 4 in the CITP:

- Comprehensive Integrated Transport Plan (CITP) (2023 - 2028)
- Integrated Public Transport Network Plan (IPTN) 2032 (approved in 2014)
- Integrated Public Transport Network Operations Plan 2032 (approved in 2015)
- Integrated Public Transport Network Implementation Plan 2032 (approved in 2017)
- Integrated Public Transport Network Business Plan 2032 (approved in 2017)

Through this tender a team of professional service providers will be appointed. Thereafter, this team will be invited to quote on a case by case basis on works projects related to this tender. The City will issue separate project briefs for these works projects. Although the above indicates relevant recent documentation, the City is always looking for better ways of undertaking work and will use different, non-traditional approaches to transport planning when traditional approaches are no longer relevant. The Service Provider will be expected to take on these new approaches where necessary.

Definitions:

"multidisciplinary" means combining or involving more than two academic disciplines or professional specializations in a project and/or in an approach to a topic or problem.

"public transport" meaning is as defined in the National Land Transport Act (Act No. 5) of 2009

"transport" meaning is as defined in the National Land Transport Act (Act No. 5) of 2009

3. EMPLOYER'S OBJECTIVE

The Employer's objective is to plan and design high quality transport interventions to meet the mobility and access needs of the people of Cape Town. In order to meet this objective the Employer seeks to increase its capacity to undertake transport system planning, system modelling and system design functions. Appropriate professional support is therefore sought through this tender.

4. DESCRIPTION OF THE SERVICES REQUIRED / TERMS OF REFERENCE

A wide range of transport system and network planning and design services are required. The main services are briefly described below; however, this tender is not limited to the services described below. The Employer retains the right to call for proposals on projects or tasks not listed below but which fall within the description transport system and network planning and design, and furthermore the Employer retains the right to not award tasks listed below in this tender and seek professional service providers separately from this tender. This tender does not prevent the City from going out on tender for the works projects listed herein as these works projects are provided as examples of works projects that may be required through this tender. In addition, the Employer is not bound to undertake all work listed below, as any projects or tasks will be dependent on funding availability and this funding will be confirmed for each task or project prior to briefing the team of service providers. The Employer will only agree to reasonable hours for the required relevant roles and reserves the right not to extend hours within the works project unless scope increase occurs at the request of the Employer.

4.1. Projects and Deliverables

Below are potential projects and tasks similar, but not limited, to those anticipated to be undertaken through this contract.

4.1.1. Review and Update of Integrated Public Transport Network (IPTN) Plans

The City of Cape Town developed the IPTN Plan which requires periodic review and update. The City therefore calls for suitably, qualified professionals to provide the professional services necessary to update the City Wide IPTN Plan.

The City of Cape Town's objective is to update the IPTN Plan such that they take into account new information, latest thinking, any changes in travel demand and patterns and changes in land use. For information on the City's latest thinking at the time of preparing this tender, please consult Chapters 2 and 6 of the CITP (2023 – 2028).

It is the intention of the IPTN update project that it should draw from and integrate with both new and existing work and information. The new information includes (but is not limited to):

- Household Travel Survey
- Employment Survey
- Public Transport Survey information
- IPTN Business Plan

- New Municipal Spatial Development Framework (MSDF)
- Updated land use scenario
- Updated growth projection (including population projections)
- Systems Thinking, Future's Approaches (Strategic Foresight) and Complex Adaptive Systems
- Other emerging approaches
- Etc.

The main outcome of the IPTN Plan update project is a revised citywide Public Transport Plan that improves mobility and accessibility for all residents in the entire Cape Town metropolitan area.

As indicated above, the review and update of the IPTN Plan is reliant on various upstream tasks items such as:-

- Data Collection and Surveys for public transport planning
- Household Travel Survey for IPTN Update
- Employment Survey for IPTN Update
- Transport Demand and Cost modelling update (i.e. updating of the transport demand model (e.g. EMME) and planning cost model with the data collected from data collection projects, and refine the model based on IPTN modelling review recommendations).
- Base and future macro model and cost model work (i.e. macro modelling of future scenarios for IPTN update (land use and network scenarios) and cost model updates).
- Land use scenario update
- Analysis of data to inform the information sources listed above to support the development of the IPTN
- Etc.

The review and update will include various lessons learned, new information, approaches, developments in transport technology etc. In addition, the update will take guidance from National guidelines on IPTN Plan development. At the time of developing this tender, the latest document is the Integrated Public Transport Network (IPTN) Plan Development Technical Guidance Version 4, January 2018.

4.1.2. Phase 2a

The City's approved IPTN identified a network of public transport corridors including the Phase 2a corridor. The City's approved IPTN Implementation Plan identified the Phase 2a corridor as the next phase of the citywide Bus Rapid Transit (BRT). The Phase 2a corridor study area includes Khayelitsha, Mitchells Plain, Philippi, Cross Roads, Nyanga, Gugulethu, Manenberg, Hanover Park, Lansdowne, Ottery, Wynberg and Claremont.

The implementation of the Phase 2a Corridor is currently underway. The planning and concept designs for the trunk routes within the Phase 2a corridor, which was also the subject of the 2015 public participation process, was approved by Council in March 2016, with the exclusion of the Wynberg leg which was the subject of a court case at the time. The network of direct routes and feeder routes that support and complement the approved trunk network has been developed and finalised. This network is augmented by other modes such as minibus taxis to form a hybrid network. The Phase 2a network informs the Phase 2a Operations Plan, Implementation Plan and the Business Plan.

The service provider may be required to undertake the following Phase 2a Planning task items:

- Review of Phase 2a planning aspects
- Phase 2a Implementation Plan review
- Concept Design
- Etc.

4.1.3. Sub-regional (local) Plans

The abovementioned IPTN package of high-level plans informs the preparation of detailed corridor plans and precinct plans. The service provider may be required to undertake detailed corridor planning such as:

- Blue Downs Corridor Planning
- Northern Corridor Planning (i.e. wider corridor planning to support the rail interventions).
- T17 Corridor Planning
- Fisantekraal Corridor Planning

- Future Corridors' Planning
- Precinct Plans e.g. CBD mobility plan
- Arterial Management Plans
- Feasibility Studies

4.1.4. Optimisation

The MyCiTi system is regularly optimised through an Optimisation Process whereby a range of measures are identified, modelled and evaluated to improve efficiency and effectiveness of MyCiTi services and to achieve higher levels of cost recovery. This includes changes to existing routes and schedules as well as extensions to the existing route network to serve new demand.

The service provider will be required to undertake on-going investigations into route and service optimisation opportunities.

4.1.5. Policy and Strategy Reviews

The service provider will be required to:-

- Review the fare structure in the City's Fares Policy for Public Transport
- Investigate lessons learned and alternative fare structures
- Review and update the above mentioned fares policy
- Review other policies and strategies

4.1.6. Research on emerging issues

Research on emerging ideas and developments in the field is needed in order for the City's planning to remain relevant and resilient and to ensure the most efficient and sustainable public transport system is planned and implemented.

The activities to be undertaken by the Service Provider may include but are not limited to:

- Conducting both broad and detailed research making use of a number of sources and avenues to access the most reliable and relevant information
- Data Collection, including focus groups, interviews and so on
- Analysis, critical review and synthesis of above information and data
- Investigating various case studies
- Developing and applying most relevant and thorough research methodology to ensure integrity of findings
- Conduct pilot studies
- Preparing and delivering presentations and detailed reports. Excellent report writing ability is critical. The reports must be able to relay the research in a detailed and thorough manner while still being accessible to a non – expert.

4.1.7. Ad hoc investigations into system issues

The service provider will be required to review and analyse relevant data, undertake any necessary research and prepare position papers with respect to the transport network, operations or any other related elements, in order to make recommendations around these aspects of the system. Such investigations may include but is not limited to:

- Route network investigations (design, coverage, etc.)
- Passenger transfer facilities (stations and stops location, spacing and design)
- Depots and staging facilities requirements (location and design)
- Vehicles (types and capacities)
- Fare system and structure
- Preparing and delivering presentations and detailed reports
- Developing briefs and project plans
- Etc.

4.2. Professional Support

The service provider will be required to provide professional support as categorised below.

4.2.1. Systems Planning

Planning tasks may include but are not limited to the following:

1. Metropolitan wide integrated public transport planning
2. Corridor planning (planning integrated land use / public transport systems for IRT corridors including NMT)
3. Sub-regional public transport planning
4. Developing city wide and corridor level operations plans and implementation plans / strategies
5. Corridor level, local area and ad hoc concept design including re-evaluation of existing concept designs
6. Feasibility studies
7. Application of Systems Thinking, Future's Approaches (Strategic Foresight) and Complex Adaptive Systems
8. Other emerging approaches

Key deliverables to be submitted to the Client may include:

- Reports (electronic and hard copies)
- Maps in PDF format
- Spatial data files
- Spreadsheet based or programmed models with all inputs and outputs included
- Presentations

4.2.2. Systems Structure

Tasks may include but are not limited to:

- Developing parameters / guidelines with respect to aspects of integrated transport
- Developing standard operating procedures / guidelines for various Systems Planning and Modelling internal and external processes
- Designing processes for systems planning and systems design tasks
- Designing and developing work flow processes
- Developing System Planning and System Design policies, for example: Policy for Naming Routes.

4.2.3. Systems Design

The Service Provider may be required to assist with various network and route planning and development tasks. These tasks may include but are not limited to the following:

- Investigation and research of passenger travel needs, behaviour and movements.
- Assessment, analysis and reporting of existing public transport patterns and movements.
- Public transport data collection surveys, detailed analysis and presentation of data.
- Monitoring trunk corridors and supporting feeder areas.
- Providing technical advice regarding route alignments.
- Revising and updating the system route directory.
- Identification and assessment of measures to optimize the performance of routes and the network, by increasing passenger demand and by reducing operating costs.

The Service Provider may also be required to investigate and plan public transport station / stop locations. The tasks may include but are not limited to the following:

- Investigating and researching passenger travel needs and behaviour.
- Investigating current and future passenger nodal points along public transport routes.
- Providing technical advice regarding stop / station typology, naming and spacing and that it provides optimal passenger accessibility with efficient system operations.
- Revising and updating the system station / stop directory.

4.2.4. Systems Analysis

While the City has a standard Data Collection and Surveys contract through which the bulk of the Transport Systems and Modelling branch's data collection is procured, the service provider may be required to undertake supplementary collection and analysis of transport data on an ad hoc basis to support the Transport Systems and Modelling Unit in its transport planning functions as well as provide assistance with the development of functionality in the Transport Survey Management System (TSMS) and transport planning data system (TRS)

Key deliverables to be submitted to the Client may include:

- Survey data (both field sheets and captured (and cleaned) data)
- Full reports on these surveys – including analysis of the survey data
- Programming / development of dashboards and other functionality of the digital transport planning data platform
- Development of programmatic processes for the analysis of complex data interactions that will be handed over to Transport Systems and Modelling branch
- Development and handing over of bespoke systems/software/tools that inter alia allow for data management, analysis, visualization, extraction
- Ingestion, manipulation and updating of the City's GTFS feed

4.2.5. Systems Modelling

Transport modelling expertise and the strategic macro and sub-regional/ local area mesoscopic and microscopic levels. This will include an implemented calibration and validation strategy for any base year models with future year model scenario runs to test future road networks, PT systems, land use growth options and travel demand management initiatives. It would also include passenger movements at the microscopic level. The tasks may include but are not limited to the following;

- Maintaining the City's existing macro model and updating with new data when available
- Processing data streams for ingestion into the model
- Producing integrated models at various levels of details, such as sub-regional/ local microsimulation models, mesoscopic models or corridor models
- Researching, investigating, and testing and implement new model methodologies and typologies including modelling of alternative modes such as micromobility
- Producing modelling documentation such as guidelines and modelling frameworks and strategies
- Providing modelling support to interrelated City Projects via the application of the City's models when necessary
- Capacitation

The City currently works with PTV macro, meso and micro modelling as well as EMME. Experience in this these software will be required. The service provider will require access to the applicable licensing for these software

4.2.6. Mapping and drawing work

The service provider may be required to assist with creating network or route maps, and other drawing work as the need arises for use in presentations, reports, at meetings (including stakeholder engagement and public participation meetings). This includes schematic diagrams that illustrate the routes, stations and stops within the MyCiTi Integrated Rapid Transit (IRT) system.

Key deliverables to be submitted to the Client include:

- PDF versions of drawings / maps
- GIS files with all relevant data
- Hard copies if requested by client

4.2.7. Project management and coordination services

Each project or task issued under this tender will require excellent project management and coordination services. These services may include, but are not limited to:

- developing and maintaining programmes,

- submitting regular progress reports,
- managing and reporting on risk,
- coordinating the project team and deliverables,
- accurate minute taking
- setting up meetings as and when required
- ensuring quality of products and on-time delivery, etc.

4.3. Support resources

The service provider will be required to have access to, and familiarity with:

- GIS software (acceptable packages are either ArcGIS or TransCAD)
- PTV Visum and EMME macro-modelling software for transport modelling . The macro transport demand modelling software licencing size is to be sufficient to model Cape Town metropolitan area (3,500 zones)
- Meso--modelling software for transport modelling limited to either PTV Visum and Vissim, or Bentley Dynameq.
- Micro-modelling software for transport modelling limited to PTV Vissim.

Details including the version of the software packages that will be used must be indicated on the Schedule 12 titled Support Resources, Part T2.2: Returnable Schedules.

5. REPORTING REQUIREMENTS

Each of the expected outputs shall be presented by way of a report, a memo, a contract document, a map or presentation, as stipulated above. Final reports shall be submitted in both hard copy and electronic forms. It is anticipated that 20 hard copies of each report will be required.

The Service Provider shall also be required to be available for regular report back sessions with staff of the City of Cape Town and must make allowance for at least bi-weekly meetings with the Project Manager throughout all phases of this project.

6. USE OF REASONABLE SKILL AND CARE

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

7. BRIEF

7.1 Terms of Reference

Please see section 4 above for a description of the services required. When a project or task is issued to the team for a response, a full description of the work required for that project or task will be outlined in the brief for that piece of work.

7.2 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.

The entire duration of the contract, not individual projects or tasks, is expected to be 5 years from commencement.

7.3 Places for the Performance of Specific Tasks

It is anticipated that the majority of the work involved will be undertaken at the Service Provider's local office. Site visits will be required and the Service Provider must be prepared to coordinate and attend such site visits.

The Service Providers personnel will however be required to attend meetings elsewhere in the Cape metropolitan area as and when required and should the exigencies of the project require the service providers' personnel will be required to work at the City of Cape Town offices on an ad hoc basis.

7.4 Reporting Requirements

The service providers are expected to report to a designated project lead at the City of Cape Town, assigned for each task. The project lead will call regular meetings, assumed to be monthly, to which the service provider is expected to attend and present on progress and deliverables. Invoices will be expected monthly with accompanying monthly progress reports.

7.5. Performance Management

7.5.1 Key Performance Areas (KPA's)

Key performance areas for contract performance monitoring and evaluation will consist of a number of key performance indicators focussed primarily around timeous actions and quality deliverables. Examples of these types of indicators are indicated below but are not limited to the following:

Timeous:

- Invoices submitted monthly
- Meeting minutes provided within 7 days of the meeting
- Contract management meetings held monthly
- Project management meetings held regularly
- Deliverables delivered as per the individual project plans

Quality:

- Monthly minutes to be of an acceptable quality
- Deliverables, including drafts, to be of an acceptable quality

In line with the contents of the contract, these KPIs may be amended, added to or removed when required during the contract term. These KPIs will be assessed regularly.

7.5.2. EMPLOYER'S RIGHT TO RECOVER COSTS

The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance/negligence of the Service Provider which inhibits the achievement of internal response times in terms of the timeframes for deliverables given.

This includes, but is not limited to the following:

- Any cost exceeding the maximum value will be deducted from the Service Providers fee claims
- All costs associated with delay claims from contractors stemming from non-performance of the Service Provider.
- All cost associated with abortive works cause by negligence, poor design and poor planning behalf of the Service Provider.

7.5.3. NON-PERFORMANCE

Failure to meet the requirements of this contract, either through negligence or poor or slow performance,

will result in a Notice of Dissatisfactory Service being issued. If a service provider receives a Third Notice of Dissatisfactory Service, it will be considered a Final Warning. If a fourth Notice is issued, the Employer may terminate the contract in terms of Clause 8.4.1 of the Contract Data.

8. REFERENCE DATA

Not applicable

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, or as instructed by the Employer.

10. APPROVALS

Not applicable

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** in Part T2.2 Returnable Schedules. In the case of joint ventures (Annex 2), the contractor shall prove his compliance with item 6) in Section 2 of the **Preference Schedule** by providing a consolidated scorecard at his own cost on instruction from the Employer's Agent.

11.4 Purchase Order process and procedures

All work projects may only commence once a service provider receives a fully released Purchase Order from the City.

The service provider needs to ensure that no work outside the agreed time and cost is billed to the Employer. If adjustments to the cost and time is required, the service provider is required to discuss the matter with the Employer before additions may be actioned. The adjustment in time and cost, needs to be in written format for approval in the form of an updated project plan. Adjustments to the Purchase Order may only be actioned after changes are approved by all parties.

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses, but not more frequently than at monthly intervals. All interim claims must be accompanied by an original tax invoice bearing the City's official Purchase Order (and associated line item) number for this project.

Invoices for work undertaken must be submitted monthly and shall include a schedule of the number of hours of work performed by each category of personnel as well as a schedule of the specific tasks performed, along with the start and end dates of each task. This shall be provided in sufficient detail, to the employer's satisfaction, in order to meet Auditor General requirements. All work items that are submitted for invoicing shall bear the employers unique reference number under which the work was issued to the service provider for investigation. Each invoice submitted shall be accompanied by an approved claim sheet for each of the projects contained in such invoice.

This shall be forwarded to the relevant PM to satisfy the Employers SAP PPM reporting requirements. The tenderer shall furthermore comply with any additional information requirements that may be imposed by the National Treasury and/or the Employer in this regard

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 Tenderer shall maintain the involvement of the key personnel mentioned below as the exigencies of this contract require, in order to undertake work as and when required for work or segments of work related to the scope of work for this tender. The Tenderer shall identify the specialists offered as Key Personnel in SCHEDULE 11: KEY PERSONNEL Part T2.2 Returnable Schedules and complete this schedule in sufficient detail to permit evaluation of the team as part of the tender evaluation. The Curriculum Vitae (CVs) of all Specialists (including those proposed to provide services as sub-contractors), must be appended to such schedule. The following descriptions augment the personnel requirements described in Schedule 11. Each roles must be filled by a different person i.e. the same person may not fulfil more than one Key Personnel or Additional Personnel role

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 the same or better qualifications and experience, who satisfy the minimum requirements and then only with the written approval of the Employer.

(a) Programme Manager (primary)

Qualification:	Bachelors degree or higher
Registration:	Project Management Professional Registration (PrCPM and CAPM are not acceptable)
Experience:	a) Verifiable Project Management specific experience amounting to a minimum of 7 years. This experience should include project management for at least 3 relevant projects, i.e. projects that consisted of transport and public transport planning and design projects within the last ten years; b) Verifiable postgraduate experience in managing multidisciplinary professional teams and integrating systems and projects
Competencies:	• Programme/Project Management and Coordination • Programme development, monitoring and reporting • Communication • Risk identification, management and reporting • Writing reports
Responsibilities:	• Ensure that all work is completed to correct standards and within stipulated time frames. • To develop and maintain programmes, to identify, manage and report on project risks.

The Programme Manager (primary) reports to Employer or Employer's identified agent.

(b) Transport Planner (primary)

Qualification:	Masters degree in the Transport field (excluding logistics)
Registration:	N/A
Experience:	a) Verifiable road and rail based transport planning experience, with a focus on public transport planning, amounting to a minimum of 10 years, obtained in the last 15 years; b) Completed development / planning for a minimum of 3 integrated public transport network projects (which include BRT and other public transport modes such as minibus taxis) completed in the last 15 years; c) A demonstrated ability to interpret data, modelling results, trends, etc. and to use such interpretation to develop appropriate solutions.
Competencies:	• Public Transport Planning • Transport Planning • Sub-regional e.g. Local, Corridor level transport planning • City wide public transport planning • Technical report writing

	• A demonstrated ability to interpret data, modelling results, trends, etc. and to use such interpretation to develop appropriate solutions
Responsibilities:	• Assumes technical responsibility for work • Provides solution orientated specialist advice to Employer • Supervises lower level personnel • Takes on the role of technical project leader

(c) Traffic Engineer (primary)

Qualification:	Masters degree in the Transport field (excluding logistics)
Registration:	ECSA registration as Pr Eng or Pr Tech Eng
Experience:	a) Verifiable experience in a minimum of 3 completed traffic engineering projects (including public transport projects) amounting to a minimum of 10 years, obtained in the last 15 years b) Experience in 3 projects that include interpreting data, modelling results, trends, etc. and the use of such interpretation to develop appropriate solutions is a requirement.
Competencies:	• Traffic Engineering • Traffic Impact Assessments • Concept Design • Technical report writing
Responsibilities:	• Assumes technical responsibility for work • Provides solution orientated specialist advice to employer • Supervises lower level personnel • Takes on the role of technical project leader

(d) Macro Transport Modeller (primary)

Qualification:	Bachelors Degree in Science, Engineering, Mathematics or Statistics
Registration:	N/A
Experience:	c) Verifiable Macro Transport Demand modelling experience amounting to a minimum of 8 years completed in the last 15 years; d) Completed Macro Transport Demand modelling for a minimum of 3 transport projects completed in the last 15 years; e) Also completed Macro Transport Demand modelling for a minimum of 3 public transport projects completed in the last 15 years; f) PTV or EMME transport modelling software experience amounting to a minimum of 5 years, completed in the last 10 years.
Competencies:	• Macro Transport Demand Modelling for public transport and private transport projects • Technical report writing • Calibration of large complex models

Responsibilities:	- Assumes technical responsibility for work - Provides solution orientated specialist advice to Employer - Supervises lower level personnel - Takes on the role of technical project leader
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(e) Meso/Micro Transport Modeller (primary)

Qualification:	Bachelors Degree in Science, Engineering, Mathematics or Statistics
Registration:	N/A
Experience:	a) Verifiable Meso and Micro Transport Simulation modelling experience amounting to a minimum of 8 years completed in the last 15 years; and b) Completed Meso and Micro Transport Simulation modelling for a minimum of 3 transport projects completed in the last 15 years c) Also completed Meso and Micro Transport Simulation modelling for a minimum of 3 public transport projects completed in the last 15 years d) PTV or Bentley or AIMSUN transport modelling software experience amounting to a minimum of 2 years, completed in the last 10 years
Competencies:	- Meso and Micro transport simulation modelling for public transport and private transport projects - Technical report writing - Calibration of large complex models
Responsibilities:	- Assumes technical responsibility for work - Provides solution orientated specialist advice to employer - Supervises lower level personnel - Takes on the role of technical project leader

(f) Public Transport Operations Specialist (primary)

Qualification:	A relevant tertiary qualification
Registration:	N/A
Experience:	Verifiable experience in planning scheduled public transport operations amounting to a minimum of 8 years.
Competencies:	- Public Transport Operations - Public Transport Planning - Technical report writing
Responsibilities:	- Assumes technical responsibility for work - Provides solution orientated specialist advice to Employer - Supervises lower level personnel - Takes on the role of technical project leader

(g) Geo-Information Specialist/ GIS Analyst (primary)

Qualification:	N/A
Registration:	Registration as a GISc Technologist / Professional at SAGC
Experience:	Verifiable experience in using commercial GIS software such as ArcGIS and TransCAD amounting to a minimum of 8 years.
Competencies:	- Effectively managing and working with large databases - Performing complex data queries
Responsibilities:	- Assumes technical responsibility for work - Provides solution orientated specialist advice to employer - Supervise lower level personnel - Takes on the role of technical project leader

14. ADDITIONAL PERSONNEL

The Tenderer shall maintain the involvement of the additional personnel mentioned below as the exigencies of this contract require, in order to undertake work as and when required for work or segments of work related to the scope of work for this tender. A person / individual listed as a key personnel cannot also be used as an additional personnel.

(a) Programme Manager (secondary).

Qualification:	Bachelors degree or higher
Registration:	Project Management Professional Registration (PrCPM and CAPM are not acceptable)
Experience:	a) Verifiable, Project Management experience in a minimum of 3 relevant projects (i.e. transport and public transport planning and design projects) amounting to a minimum of 5 years, completed within the last 10 years; b) Verifiable experience in managing multidisciplinary professional teams and integrating systems and projects.
Competencies:	- Project Management and Coordination - Programme development, monitoring and reporting - Communication - Risk identification, management and reporting - Writing reports

The Programme Manager (secondary) reports to the Programme Manager (primary)

(b) Transport Planner (secondary)

Qualification:	Masters degree in the in Transport field (excluding Logistics)
Registration:	N/A

Experience:	a) A minimum of 5 years' verifiable post graduate experience in road and/or rail based transport planning completed in the last 10 years b) Completed development / planning for a minimum of 3 integrated public transport network projects (which include BRT and other public transport modes such as minibuses taxis) completed in the last 10 years; c) A demonstrated ability to interpret data, modelling results, trends, etc. and to use such interpretation to develop appropriate solutions.
Competencies:	• Public Transport Planning • Transport Planning • Sub-regional e.g. Local, Corridor level transport planning • City wide public transport planning

The Transport Planner (secondary) reports to the Transport Planner (primary).

(c) Transport Planner (junior)

Qualification:	Relevant Bachelors degree
Registration:	N/A
Experience:	At least 1 year of verifiable post graduate experience in road and/or rail based transport planning.

The Transport Planner (junior) supports the Transport Planner (primary) and (secondary).

(d) Traffic Engineer (secondary)

Qualification:	Bachelors Degree in Civil Engineering
Experience:	a) At least 5 years verifiable, post graduate experience in a minimum of 3 traffic engineering projects (including public transport projects) completed within the last 10 years b) A demonstrated ability to interpret data, modelling results, trends, etc. and to use such interpretation to develop appropriate solutions
Competencies:	• Traffic Engineering • Traffic Impact Assessments • Concept Design
Responsibilities:	The support Traffic Engineer reports to the key Traffic Engineer.

The support Traffic Engineer (secondary) reports to the key Traffic Engineer (primary).

(e) Macro Transport Modeller (secondary).

Qualification:	Bachelors or post graduate Degree in a field of Science, Engineering, Mathematics or Statistics
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Registration:	N/A
Experience:	a) At least 4 years verifiable, post graduate experience with Macro Transport Demand modelling completed in the last 10 years; b) Completed Macro Transport Demand modelling for a minimum of 2 transport projects completed in the last 10 years; c) Also completed Macro Transport Demand modelling for a minimum of 2 public transport projects completed in the last 10 years; d) A minimum of 2 years' experience in PTV or Bentley or AIMSUN or similar transport modelling software
Competencies:	• Macro Transport Demand Modelling for public transport and private transport projects • Technical Report Writing • Calibration of large complex models

The Macro Transport Modeller (secondary) reports to the Macro Transport Modeller (primary).

(f) Meso/Micro Transport Modeller (secondary)

Qualification:	Bachelors or post graduate Degree in a field of Science, Engineering, Mathematics or Statistics
Registration:	N/A
Experience:	a) At least 4 years verifiable, post graduate experience in Meso and Micro Transport Simulation modelling completed in the last 10 years; b) Completed Meso and Micro Transport Simulation Modelling for a minimum of 2 transport projects including public transport projects completed in the last 10 years; c) A minimum of 1 years' experience in PTV or Bentley or AIMSUN or similar transport modelling software.
Competencies:	• Meso and Micro Transport Simulation Modelling for public transport and private transport projects • Technical Report Writing • Calibration of large complex models

The Meso/Micro Transport Modeller (secondary) reports to the Meso/Micro Transport Modeller (primary).

(g) Public Transport Operations Specialist (secondary)

Qualification:	N/A
Registration:	N/A
Experience:	A minimum of 5 years verifiable experience in planning scheduled public transport operations

Competencies:	• Public Transport Operations • Public Transport Planning
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The Public Transport Operations Specialist (secondary) reports to the Public Transport Operations Specialist (primary).

(h) Geo-Information Specialist / GIS Operator (secondary)

Qualification:	N/A
Registration:	Registration as a GISc Technician / Technologist / Professional at SAGC
Experience:	At least 4 years verifiable experience using commercial GIS software such as ArcGIS and TransCAD
Competencies:	• Developing/ capturing data • Excellent mapping skills • Ability to integrate different software packages

The support GeoInformation Specialist reports to the key GeoInformation Specialist.

(i) Senior Researcher.

Qualification:	A relevant PhD
Registration:	N/A
Experience:	a) At least 5 years of verifiable experience working in the public transport field; b) Published at least once in prominent academic journals; c) Supervised at least 1 successful Masters Dissertation; d) Access to, and familiarity with a research database (e.g. Science Direct, WorldCat, EBSCO host etc.) and this must be included in the rates.
Competencies:	• Ability to undertake complex research • Ability to supervise research • Technical Report Writing • Ability to effectively communicate research findings, methodology, limitations, applications, etc. to non-specialists
Responsibilities:	• Assumes technical responsibility for work • Provides solution orientated specialist advice to Employer • Supervises lower level personnel • Takes on the role of technical project leader

(j) Junior Researcher.

Qualification:	Relevant Masters Degree
Registration:	N/A

Experience:	At least 3 years verifiable experience in the public transport field.
Competencies:	• Ability to undertake complex research • Technical Report Writing • Ability to effectively communicate research findings, methodology, limitations, applications, etc. to non-specialists

The Junior Researcher reports to the Senior Researcher.

(k) Data Scientist

Qualification:	Honour's degree in a relevant field, such as computer science, statistics, applied mathematics, engineering, or actuarial science.
Registration:	N/A
Experience:	a) A minimum of 5 years post graduate experience and a minimum of 3 completed projects in the relevant role including geospatial data analysis and visualisation, feature engineering and machine learning models; b) Requires suitable certification (Microsoft Certified, Cloudera Certified, Amazon AWS Data Analytics, Google Professional Data Engineer certification or similar); c) Must have demonstrable experience in delivering data science projects using the CRISP-DM methodology or similar
Competencies:	• Analysis of complex and large databases • Performing complex data queries • Update of the Urban Development Index • Geospatial data analysis and visualisation • Data feature engineering • Machine learning
Responsibilities:	• Assumes technical responsibility for work • Provides solution orientated specialist advice to Employer • Present data in a report or presentation

(l) Transport Economist

Qualification:	Masters in Economics or Transport Economics
Registration:	N/A
Experience:	a) At least 4 years of verifiable, post graduate experience in evaluating transport related project feasibility, including cost – benefit analysis, travel time cost savings and employment impacts with a particular focus on public transport economics completed in the last 15 years; b) At least 8 years of verifiable, post graduate experience in assessing the effect of various urban interventions on a metropolitan scale completed in the last 15 years
Responsibilities:	• Assumes technical responsibility for work • Provides solution orientated specialist advice to Employer

	• Supervises lower level personnel • Takes on the role of technical project leader
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(m) Concept Designer

Qualification:	Bachelors Degree in Civil Engineering
Registration:	ECSA registration as Pr Eng or Pr Tech Eng
Experience:	a) At least 8 years verifiable post graduate experience in developing and preparing conceptual designs completed in the last 15 years b) Must have developed and prepared conceptual designs for a minimum of 3 transport projects including intersection layout, layout plans, cross sections, long sections, etc. which have been completed in the last 15 years. c) Must have developed and prepared concept designs for a minimum of 3 public transport projects completed in the last 15 years
Competencies:	• A relevant tertiary qualification
Responsibilities:	• Assumes technical responsibility for work • Provides solution orientated specialist advice to Employer • Supervises lower level personnel • Takes on the role of technical project leader

(n) CAD Operator

Qualification:	A relevant tertiary qualification
Experience:	At least five years of verifiable, post graduate experience in drawing concept designs for transport projects including drawing cross sections, long sections, layout plans, intersection geometric layouts, etc. Completed in the last 10 years.
Competencies:	• Excellent drawing skills using AutoCAD • Works quickly • Attention to detail

The AutoCAD Operator reports to the key Concept Designer.

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 written approval of the Employer.

15. ADDITIONAL SERVICES

For all other professional services included in the tender the categories of persons (A, B, C, D) are defined below. Examples of these persons / specialists include, but is not limited to, Social Scientists, Environmental Scientists and so on:

Category A: in respect of a private consulting practice shall mean a top practitioner whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert.

Category B: in respect of a private consulting practice, shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with other partners, co-directors or co-members, bears the risks of the business, or takes responsibility for the projects and related liabilities of such practice and where his/her level of expertise and relevant experience is commensurate with the position, performs work of a conceptual nature, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.

Category C: in respect of a private consulting practice, shall mean a salaried professional staff with adequate expertise and relevant experience and who carry a direct technical responsibility for one or more specific activities related to a project. A person referred to in Category A and B may also fall in the category if such a person performs work at this level.

Category D: in respect of a private consulting practice, shall mean all other salaried technical staff with adequate expertise and relevant experience performing work with direction and control provided by any person contemplated in categories A, B or C.

16. MANAGEMENT MEETINGS

16.1 Contract Management Meetings

Monthly Contract Management meetings will be held where the contract lead must be present in order to discuss contract performance.

Draft minutes to be provided 1 week after the meeting was held

16.2 Management Meetings

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 the works project. The Service Provider will present its proposals at these meetings, and take direction from the PMT in this regard. Some larger projects will require periodic Steering Committee meetings as determined by the project manager. These will be outlined in the agreed project plan.

Draft minutes to be provided 1 week after the meeting was held

16.3 Community/Stakeholder Meetings

The Service Provider may 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, where possible.

16.4 Ad-hoc Meetings

The service Provider will be expected to attend ad hoc meetings from time to time, with the Employer, stakeholder groups, or service or other authorities, in order to address specific issues as and when the need arises.

16.5 General

The Service Provider shall be represented at all awarded works project 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 rates (Item No .1: C2.2 Schedule of Rates).

**PART C5: INFORMATION/DOCUMENTATION PROVIDED BY SERVICE
PROVIDER**

All of the aforementioned information, as submitted/provided by the Service Provider for tender 280C/2023/24: PROVISION OF PROFESSIONAL SERVICES IN RESPECT OF A TEAM OF MULTIDISCIPLINARY PROFESSIONALS TO SUPPORT THE CITY WITH TRANSPORT SYSTEM AND NETWORK PLANNING AND RELATED SERVICES are incorporated into this Memorandum of agreement by the mere reference thereof.