

**GOODS AND SERVICES  
CONTRACT DOCUMENT**



CITY OF CAPE TOWN  
ISIXEKO SASAKAPA  
STAD KAAPSTAD

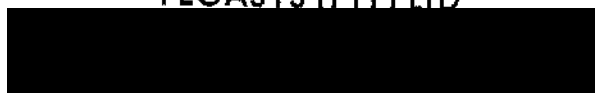
**CONTRACT NO.: TENDER 211C/2020/21**

**CONTRACT TITLE:**

**PROVISION OF PROFESSIONAL SERVICES TO CONDUCT URBAN  
DEVELOPMENT RESEARCH FOR THE CITY OF CAPE TOWN (CCT) FOR 5  
YEARS**

concluded between

**PEGASYS (PTY) LTD**



**(the "SUPPLIER")**

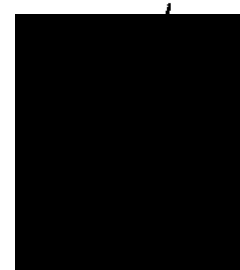
and

**THE CITY OF CAPE TOWN**

**(the "PURCHASER")**

**Contract Period:**

**From date of commencement for a period of 60 months**



|                                                  |                              |
|--------------------------------------------------|------------------------------|
| The Contract                                     |                              |
| Preamble                                         |                              |
| Part 1: Agreements                               |                              |
| 1.1                                              | Form of Offer and Acceptance |
| Part 2: Special Conditions of Contract           |                              |
| Part 3: General Conditions of Contract           |                              |
| Part 4: Price Schedule                           |                              |
| Part 5: Specifications                           |                              |
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## PREAMBLE

WHEREAS line with resolution SCMB 10/09/2021 dated 6 September 2021, the Purchaser awarded Tender 211C/2020/21 for the Provision of Professional Services to Conduct Urban Development Research for the City of Cape Town (CCT) for 5 years, to the Supplier, from date of commencement for a period of 60 months;

AND WHEREAS it is recorded that this Contract will be governed by the General Conditions of Contract of the National Treasury General Conditions of Contract (revised July 2010) ("GCC"), read with the Special Conditions of Contract ("SCC") as set out in the Contract.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

### 1. PARTIES

The Parties to this Contract are:

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

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

### 2. INTERPRETATION

- 2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Annexure attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:
  - 2.1.1. first, Form of Offer and Acceptance
  - 2.1.2. second, the terms and conditions of the SCC;
  - 2.1.3. third, the terms and conditions of the GCC, Part 5: Specifications and Part 4: Price Schedule;
  - 2.1.4. fourth, Parts and schedules to this Contract; and
  - 2.1.5. fifth, any other documents incorporated by reference.
- 2.2. If any ambiguity or discrepancy is found in the documents, the Purchaser shall issue any necessary clarification or instruction.
- 2.3. 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 Purchaser hereby appoints the Supplier to perform the Scope of Work to the Employer from the Commencement Date. The Scope of Work is defined as all items listed under Part B.2 (Feasibility) an Part B.3 (Cost Benefit Analysis), as reflected in Part 5: Specifications as and when required.
- 3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall commence on the date of commencement for a period of 60 months.

### **4. MUTUAL GOOD FAITH / CO-OPERATION**

- 4.1. The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.
- 4.2. The Parties shall at all times during the continuance of this Contract observe the principles of good faith towards one another in the performance of their obligations in terms of this Contract.

### **5. OBLIGATIONS OF THE EMPLOYER**

- 5.1. The Purchaser undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work for Part B.2 (Feasibility) an Part B.3 (Cost Benefit Analysis) (Part 5: Specifications), subject to the satisfactory fulfilment of the obligations by the Supplier as set out in this Contract.
- 5.2. The Purchaser shall monitor and evaluate the Supplier's performance in respect of the Scope of Work for Part B.2 (Feasibility) an Part B.3 (Cost Benefit Analysis) (Part 5: Specifications).

### **6. OBLIGATIONS OF THE SUPPLIER**

- 6.1. The Supplier hereby agrees and undertakes to perform the Services to the Employer as set out in Part 5: Specifications - Part B.2 (Feasibility) an Part B.3 (Cost Benefit Analysis).
- 6.2. The Supplier 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 Supplier shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the goods and/or Services.
- 6.4. The Supplier will not conduct any activity of whatsoever nature which may be detrimental to the Purchaser's reputation and goodwill.

### **7. PRICING DATA**

- 7.1. The Contract Price for the Works shall be as set out in Part 4: Price Schedule.
- 7.2. The Supplier shall not be entitled to any other consideration for the rendering of the Goods and/or Services other than as provided for in this Contract.

## Part 1: Agreements

### PART 1.1 FORM OF OFFER AND ACCEPTANCE

#### (4) FORM OF OFFER AND ACCEPTANCE

TENDER: 211C/2020/21: PROVISION OF PROFESSIONAL SERVICES TO CONDUCT URBAN  
DEVELOPMENT RESEARCH FOR THE CITY OF CAPE TOWN (CCT) FOR 5 YEARS - CONTRACT  
PERIOD: 1 September 2021 – 31 August 2026

#### OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

|                                              |                    |
|----------------------------------------------|--------------------|
| Name of Tendering Entity<br>("the tenderer") | PEG-ASYS (PTY) LTD |
| Trading as (if different from above)         |                    |

AND WHO IS (representative/authorized signatory)

duly authorized to act on behalf of the tenderer in his capacity as: (title/designation)

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance*, the tenderer:

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
  - 4.1 terms and conditions stipulated in this tender document;
  - 4.2 specifications stipulated in this tender document; and
  - 4.3 at the prices as set out in the Price Schedule.
5. accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on it in terms of the Contract.

**PART 1.1 FORM OF OFFER AND ACCEPTANCE (CONTINUED)**

**TENDER 211C/2020/21: PROVISION OF PROFESSIONAL SERVICES TO CONDUCT URBAN DEVELOPMENT RESEARCH FOR THE CITY OF CAPE TOWN (CCT) FOR 5 YEARS - CONTRACT**

**ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)**

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

The terms of the contract are contained in:

- Clause 1 to 7, and the sub-clauses, cited in pages 1 to 4 above;
- Part 1: Agreements
- Part 2: Special Conditions of Contract
- Part 3: General Conditions of Contract
- Part 4: Price Schedule
- Part 5: Specifications
- Part 6: Occupational Health and Safety Agreement

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

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer 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 special contract conditions. 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 tenderer (now supplier) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

| The Parties                                         | Purchaser | Supplier          |
|-----------------------------------------------------|-----------|-------------------|
| Business Name                                       |           | PEGASYS (PTY) LTD |
| Business Registration                               |           |                   |
| Tax number (VAT)                                    |           |                   |
| Physical Address                                    |           |                   |
| Accepted contract sum including tax                 |           |                   |
| Accepted contract duration                          |           |                   |
| Signed – who by signature hereto warrants authority |           |                   |
| Name of signatory                                   |           |                   |
| Signed: Date                                        |           |                   |
| Signed: Location                                    |           |                   |
| Signed: Witness                                     |           |                   |
| Name of Witness                                     |           |                   |

## SCHEDULE OF DEVIATIONS

### Schedule of Deviations

#### Notes:

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

1 Subject NONE .....

Details NONE .....

2 Subject NONE .....

Details NONE .....

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

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

## Part 2: Special Conditions of Contract

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this Contract:

### 1. Definitions

*Delete Clause 1.15 and substitute with the following*

- 1.15 The word 'Goods' is to be replaced everywhere it occurs in the GCC with the phrase 'Goods and / or Services' which means all of the equipment, machinery, materials, services, products, consumables, etc. that the supplier is required to deliver to the purchaser under the contract. This definition shall also be applicable, as the context requires, anywhere where the words "supplies" and "services" occurs in the GCC.

*Delete Clause 1.19 and substitute with the following*

- 1.19 The word 'Order' is to be replaced everywhere it occurs in the GCC with the words 'Purchase Order' which means the official purchase order authorised and released on the purchaser's SAP System.

*Delete Clause 1.21 and substitute with the following:*

- 1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is [REDACTED]

*Add the following after Clause 1.25:*

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded
- 1.27 'Intellectual Property' means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

### 3. General Obligations

*Delete Clause 3.2 in its entirety and replace with the following clauses.*

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT'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.

- 3.4.2 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 City of any other remedies available to it as described in the SCM Policy.
- 3.5 The **supplier** shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of insurance (Refer to Clause 11) or Insurance Broker's Warrantee
  - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
  - c) Initial delivery programme
  - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods
- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards;
- 3.6 The **purchaser** shall:
- 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
- 3.6.2 Make payment to the **supplier** for the goods as set out herein.
- 3.6.3 Take possession of the goods upon delivery by the supplier.
- 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.

- 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

**5. Use of contract documents and information; inspection, copyright, confidentiality, etc.**

*Add the following after clause 5.4:*

- 5.5 Copyright of all documents prepared by the supplier in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to contract shall be vested in the purchaser. Where copyright is vested in the supplier, the purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the contract and need not obtain the supplier's permission to copy for such use. Where copyright is vested in the purchaser, the supplier shall not be liable in any way for the use of any of the information other than as originally intended for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

The ownership of data and factual information collected by the supplier and paid for by the purchaser shall, after payment, vest with the purchaser

- 5.6 **Publicity and publication**  
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**  
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.
- 5.8 **Intellectual Property**
  - 5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
  - 5.8.2 The supplier 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.
  - 5.8.3 The supplier shall, and warrants that it shall:
    - 5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
    - 5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier 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;
    - 5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;

5.8.3.4 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 Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;

5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

5.8.4 The supplier 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 supplier of any third party's Intellectual Property rights.

5.8.5 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 supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

## **7. Performance Security**

*Delete Clause 7.1 to 7.4 and substitute with the following:*

Not used

## **8. Inspections, tests and analyses**

*Delete Clause 8.2 and substitute with the following:*

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organisation acting on behalf of the purchaser.

## **10. Delivery and documents**

*Delete clauses 10.1 and 10.2 and replace with the following:*

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.

10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

## **11. Insurance**

*Add the following after clause 11.1:*

11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and

maintain the following additional insurances:

- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- c) Registration / Insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).
- d) Professional indemnity insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the contract period.

In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the CCT will retain its right of recourse against the supplier.

- 11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

## 15. Warranty

*Add to Clause 15.2:*

- 15.2 This warranty for this contract shall remain valid for **six (6) months** after the goods have been delivered.

## 16. Payment

*Delete Clause 16.1 in its entirety and replace with the following:*

- 16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Employer's Director: Expenditure 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.

*Delete Clause 16.2 in its entirety and replace with the following:*

- 16.2 The supplier shall furnish the purchaser's Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.

*Add the following after clause 16.4*

- 16.5 Notwithstanding any amount stated on the order, the supplier shall only be entitled to payment for goods actually delivered in terms of the Project Specification and Drawings, or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the purchaser.

The CCT is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

- 16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee** and only once the authenticity of such guarantee has been verified by the City's Treasury Department.

## **17. Prices**

*Add the following after clause 17.1*

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

- 17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

- 17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable: not applicable

## **18. Contract Amendments**

*Delete the heading of clause 18 and replace with the following:*

## **18. Contract Amendments and Variations**

*Add the following to clause 18.1:*

Variations means changes to the goods, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser's delegated authority. Should the supplier deliver any goods not described in a written instruction from the purchaser, such work will not become due and payable until amended order has been issued by the purchaser.

## **20. Subcontracts**

*Add the following after clause 20.1:*

- 20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

*Delete Clause 21.2 in its entirety and replace with the following:*

- 21.2 If at any time during the performance of the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware

of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

Where additional time is granted, the purchaser shall also determine whether or not the supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the supplier and the purchaser, additional time only (no costs) will be granted.

The purchaser shall notify the supplier in writing of his decision(s) in the above regard.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of goods from a national department, provincial department, or a local authority.

## **22. Penalties**

*Delete clause 22.1 and replace with the following:*

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.

The penalty for this contract shall be not applicable]

- 22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

## **23. Termination for default**

*Delete the heading of clause 23 and replace with the following:*

## **23. Termination**

*Add the following to the end of clause 23.1:*

if the supplier fails to remedy the breach in terms of such notice

*Add the following after clause 23.7:*

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.8.4 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 City Manager follows the processes as described in the purchaser's SCM Policy.
- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in

reputational risk or harm to the City as a result of (inter alia):

- 23.8.5.1 reports of poor governance and/or unethical behaviour;
- 23.8.5.2 association with known family of notorious individuals;
- 23.8.5.3 poor performance issues, known to the Employer;
- 23.8.5.4 negative social media reports; or
- 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes.

- 23.6 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

## 26. Termination for Insolvency

*Delete clause 26.1 and replace with the following:*

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
  - 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## 27. Settlement of Disputes

*Amend clause 27.1 as follows:*

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

*Delete Clause 27.2 in its entirety and replace with the following:*

- 27.2 Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the City Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

The mediator shall agree the procedures, representation and dates for the mediation process with the parties. The mediator may meet the parties together or individually to enable a settlement.

Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual

consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

## 28. Limitation of Liability

Delete clause 28.1 (b) and replace with the following:

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

- 28.2 Without detracting from, and in addition to, any of the other indemnities in this contract, the supplier shall be solely liable for and hereby indemnifies and holds harmless the purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:

- a) personal injury or loss of life to any individual;
- b) loss of or damage to property;

arising from, out of, or in connection with the performance by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the purchaser.

- 28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.

- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

## 31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

- 31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract 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

## 32. Taxes and Duties

Delete the final sentence of 32.3 and replace with the following:

In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT of the Supplier Management Unit located within the Supplier Management / Registration Office. [REDACTED]

Add the following after clause 32.3:

32.4 The VAT registration number of the City of Cape Town is [REDACTED]

#### **ADDITIONAL CONDITIONS OF CONTRACT**

Add the following Clause after Clause 34:

#### **35. Reporting Obligations.**

- 35.1 The supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

#### **36. Periodic review**

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

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## Part 3: General Conditions of Contract

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(National Treasury - General Conditions of Contract (revised July 2010))

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33. National Industrial Participation Programme (NIPP)
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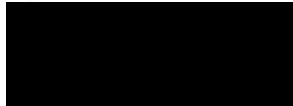
### 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

10 May 2022

CITY OF CAPE TOWN  
City Manager  
Civic Centre



**CERTIFICATE OF INSURANCE FOR THE CITY OF CAPE TOWN**

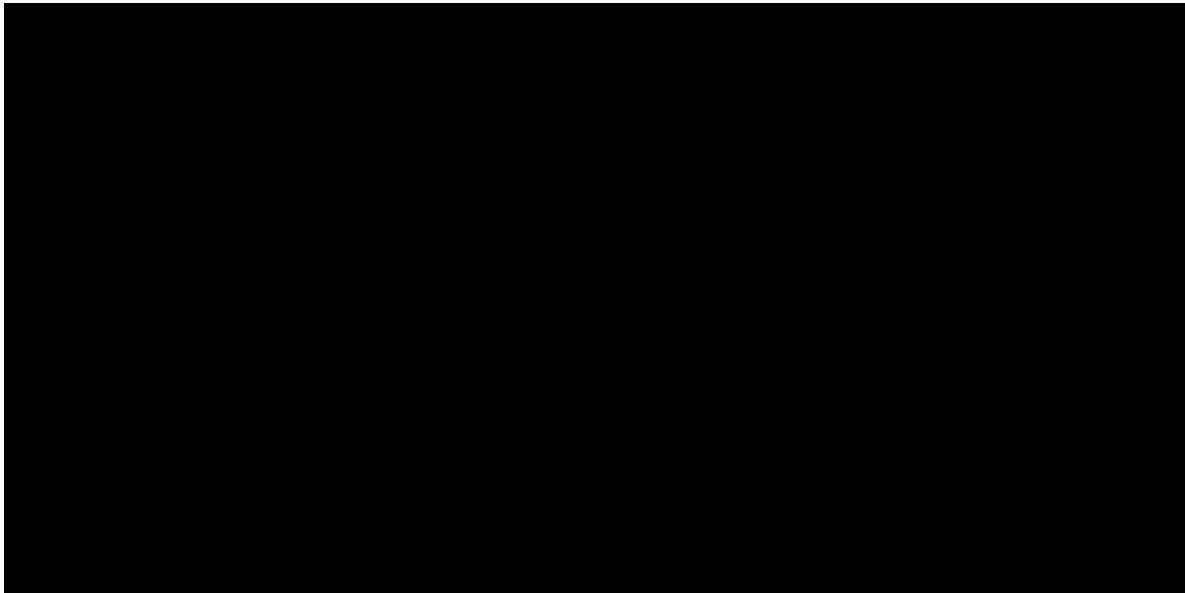
**TENDER NO.:** 211C/2020/21

**TENDER DESCRIPTION:** PROVISION OF PROFESSIONAL SERVICES TO CONDUCT URBAN DEVELOPMENT RESEARCH FOR THE CITY OF CAPE TOWN (CCT) FOR 5 YEARS

**NAME OF TENDERER:** Pegasys (Pty) Ltd

Dear Sir

I, the undersigned, do hereby confirm and warrant that the below insurances have been issued.  
I furthermore confirm that all premiums in the above regard have been paid.



## INSURANCE BROKER'S WARRANTY

Pro Forma

*Logo*

*Letterhead of supplier's Insurance Broker*

Date \_\_\_\_\_

CITY OF CAPE TOWN  
City Manager  
Civic Centre  
12 Herzog Boulevard  
Cape Town  
8000

Dear Sir

**TENDER NO.:** 211C/2020/21

**TENDER DESCRIPTION:** PROVISION OF PROFESSIONAL SERVICES TO CONDUCT URBAN DEVELOPMENT  
RESEARCH FOR THE CITY OF CAPE TOWN (CCT) FOR 5 YEARS

**NAME OF SUPPLIER:** PEGASYS (PTY) LTD \_\_\_\_\_

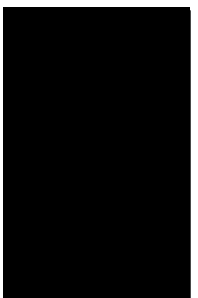
I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, 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: \_\_\_\_\_ (Supplier's Insurance Broker)



- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.

- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.
- 1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.
- 1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za).

## **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the purchaser.

## **7. Performance Security**

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in the SCC.
- 10.2 Documents to be submitted by the supplier are specified in the SCC.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured, in a freely convertible currency, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **13. Incidental Services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:
- (a) performance or supervision of 'on-site' assembly, and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## 16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

## 17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices tendered by the supplier in his bid, with the exception of any price

adjustments authorized in the SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. Contract Amendments**

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime interest rate, calculated for each day of the delay until actual delivery or

performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

### **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction;
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

### **24. Anti-dumping and countervailing duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall, on demand, be paid forthwith by the contractor to the State, or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he or she delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him or her.

## **25. Force majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.
- 27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,  
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due to the supplier.

## **28. Limitation of Liability**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:  
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits

- or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable Law**

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in the SCC.

## **31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and Duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

## **33. National Industrial Participation (NIP) Programme**

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

## **34 Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting

business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned...

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## Part 4: Price Schedule

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**TENDER 211C/2020/21: PROVISION OF PROFESSIONAL SERVICES TO CONDUCT URBAN DEVELOPMENT RESEARCH FOR THE CITY OF CAPE TOWN (CCT) FOR 5 YEARS - CONTRACT PERIOD: From date of commencement for a period of 60 months.**

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

**TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'**

### **PROFESSIONAL SERVICES TO CONDUCT URBAN DEVELOPMENT RESEARCH FOR THE CITY OF CAPE TOWN FOR 5 YEARS**

This tender is a fixed rates tender and prices provided over a 5-year period are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.

Part B.2 – Feasibility Studies

| ITEM NUMBER | ITEM DESCRIPTION                                                                                                                                                                                        | UNIT OF MEASURE | Year 1     | Year 2     | Year 3     | Year 4     | Year 5     |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------|------------|------------|------------|------------|
| B.2.1.1     | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY STUDY PLANNING<br>Senior Specialist   | Per hour        | R 2 000.00 | R 2 090.00 | R 2 247.00 | R 2 415.00 | R 2 596.00 |
| B.2.1.2     | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY STUDY PLANNING<br>Specialist          | Per hour        | R 1 575.00 | R 1 646.00 | R 1 769.00 | R 1 902.00 | R 2 045.00 |
| B.2.1.3     | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY STUDY PLANNING<br>Professional        | Per hour        | R 1 300.00 | R 1 359.00 | R 1 460.00 | R 1 570.00 | R 1 688.00 |
| B.2.1.4     | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY STUDY PLANNING<br>Technical Assistant | Per hour        | R 840.00   | R 878.00   | R 944.00   | R 1 014.00 | R 1 090.00 |
| B.2.1.5     | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service                                                                                        | Per hour        | R 700.00   | R 732.00   | R 786.00   | R 845.00   | R 909.00   |

|         |                                                                                                                                                                                                                                                 |          |            |            |            |            |            |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|------------|------------|------------|------------|
|         | Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY STUDY PLANNING<br>Project Manager                                                                                                                                                              |          |            |            |            |            |            |
| B.2.1.6 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY STUDY PLANNING<br>Project Coordination                                     | Per hour | R 610.00   | R 637.00   | R 685.00   | R 737.00   | R 792.00   |
| B.2.2.1 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY STUDY DATA AND INFORMATION PREPARATION AND COLLECTION<br>Senior Specialist | Per hour | R 1 850.00 | R 1 933.00 | R 2 078.00 | R 2 234.00 | R 2 402.00 |
| B.2.2.2 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY STUDY DATA AND INFORMATION PREPARATION AND COLLECTION<br>Specialist        | Per hour | R 1 528.00 | R 1 597.00 | R 1 717.00 | R 1 845.00 | R 1 984.00 |
| B.2.2.3 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY STUDY DATA AND INFORMATION PREPARATION AND                                 | Per hour | R 1 250.00 | R 1 306.00 | R 1 404.00 | R 1 510.00 | R 1 623.00 |

|         |                                                                                                                                                                                                                                                    |          |            |            |            |            |            |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|------------|------------|------------|------------|
|         | COLLECTION<br>Professional                                                                                                                                                                                                                         |          |            |            |            |            |            |
| B.2.2.4 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY STUDY DATA AND INFORMATION PREPARATION AND COLLECTION<br>Technical Assistant  | Per hour | R 1 037.00 | R 1 084.00 | R 1 165.00 | R 1 252.00 | R 1 346.00 |
| B.2.2.5 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY STUDY DATA AND INFORMATION PREPARATION AND COLLECTION<br>Project Manager      | Per hour | R 700.00   | R 732.00   | R 786.00   | R 845.00   | R 909.00   |
| B.2.2.6 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY STUDY DATA AND INFORMATION PREPARATION AND COLLECTION<br>Project Coordination | Per hour | R 610.00   | R 637.00   | R 685.00   | R 737.00   | R 792.00   |
| B.2.3.1 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY ANALYSIS<br>Senior Specialist                                                 | Per hour | R 1 820.00 | R 1 902.00 | R 2 045.00 | R 2 198.00 | R 2 363.00 |

|         |                                                                                                                                                                                                    |          |            |            |            |            |            |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|------------|------------|------------|------------|
| B.2.3.2 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY ANALYSIS<br>Specialist           | Per hour | R 1 700.00 | R 1 777.00 | R 1 910.00 | R 2 053.00 | R 2 207.00 |
| B.2.3.3 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY ANALYSIS<br>Professional         | Per hour | R 1 250.00 | R 1 306.00 | R 1 404.00 | R 1 510.00 | R 1 623.00 |
| B.2.3.4 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY ANALYSIS<br>Technical Assistant  | Per hour | R 840.00   | R 878.00   | R 944.00   | R 1 014.00 | R 1 090.00 |
| B.2.3.5 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY ANALYSIS<br>Project Manager      | Per hour | R 700.00   | R 732.00   | R 786.00   | R 845.00   | R 909.00   |
| B.2.3.6 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY ANALYSIS<br>Project Coordination | Per hour | R 610.00   | R 637.00   | R 685.00   | R 737.00   | R 792.00   |
| B.2.4.1 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban                                                                                                                | Per hour | R 1 820.00 | R 1 902.00 | R 2 045.00 | R 2 198.00 | R 2 363.00 |

|         |                                                                                                                                                                                                                   |          |            |            |            |            |            |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|------------|------------|------------|------------|
|         | Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>REPORT ON FEASIBILITY STUDY<br>Senior Specialist                                                                                             |          |            |            |            |            |            |
| B.2.4.2 | SPECIALIST RESEARCH SERVICES (URBAN<br>DEVELOPMENT)<br>Professional Services and Urban<br>Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>REPORT ON FEASIBILITY STUDY<br>Specialist          | Per hour | R 1 575.00 | R 1 646.00 | R 1 769.00 | R 1 902.00 | R 2 045.00 |
| B.2.4.3 | SPECIALIST RESEARCH SERVICES (URBAN<br>DEVELOPMENT)<br>Professional Services and Urban<br>Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>REPORT ON FEASIBILITY STUDY<br>Professional        | Per hour | R 1 300.00 | R 1 359.00 | R 1 460.00 | R 1 570.00 | R 1 688.00 |
| B.2.4.4 | SPECIALIST RESEARCH SERVICES (URBAN<br>DEVELOPMENT)<br>Professional Services and Urban<br>Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>REPORT ON FEASIBILITY STUDY<br>Technical Assistant | Per hour | R 840.00   | R 878.00   | R 944.00   | R 1 014.00 | R 1 090.00 |
| B.2.4.5 | SPECIALIST RESEARCH SERVICES (URBAN<br>DEVELOPMENT)<br>Professional Services and Urban<br>Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>REPORT ON FEASIBILITY STUDY<br>Project Manager     | Per hour | R 700.00   | R 732.00   | R 786.00   | R 845.00   | R 909.00   |
| B.2.4.6 | SPECIALIST RESEARCH SERVICES (URBAN<br>DEVELOPMENT)<br>Professional Services and Urban                                                                                                                            | Per hour | R 610.00   | R 637.00   | R 685.00   | R 737.00   | R 792.00   |

|         |                                                                                                                                                                                                                           |          |            |            |            |            |            |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|------------|------------|------------|------------|
|         | Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>REPORT ON FEASIBILITY STUDY<br>Project Coordination                                                                                                  |          |            |            |            |            |            |
| B.2.5.1 | SPECIALIST RESEARCH SERVICES (URBAN<br>DEVELOPMENT)<br>Professional Services and Urban<br>Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>LESSONS LEARNT OF FEASIBILITY STUDY<br>Senior Specialist   | Per hour | R 1 820.00 | R 1 902.00 | R 2 045.00 | R 2 198.00 | R 2 363.00 |
| B.2.5.2 | SPECIALIST RESEARCH SERVICES (URBAN<br>DEVELOPMENT)<br>Professional Services and Urban<br>Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>LESSONS LEARNT OF FEASIBILITY STUDY<br>Specialist          | Per hour | R 1 700.00 | R 1 777.00 | R 1 910.00 | R 2 053.00 | R 2 207.00 |
| B.2.5.3 | SPECIALIST RESEARCH SERVICES (URBAN<br>DEVELOPMENT)<br>Professional Services and Urban<br>Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>LESSONS LEARNT OF FEASIBILITY STUDY<br>Professional        | Per hour | R 1 300.00 | R 1 359.00 | R 1 460.00 | R 1 570.00 | R 1 688.00 |
| B.2.5.4 | SPECIALIST RESEARCH SERVICES (URBAN<br>DEVELOPMENT)<br>Professional Services and Urban<br>Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>LESSONS LEARNT OF FEASIBILITY STUDY<br>Technical Assistant | Per hour | R 840.00   | R 878.00   | R 944.00   | R 1 014.00 | R 1 090.00 |
| B.2.5.5 | SPECIALIST RESEARCH SERVICES (URBAN<br>DEVELOPMENT)<br>Professional Services and Urban                                                                                                                                    | Per hour | R 700.00   | R 732.00   | R 786.00   | R 845.00   | R 909.00   |

|         |                                                                                                                                                                                                                            |          |            |            |            |            |            |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|------------|------------|------------|------------|
|         | Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>LESSONS LEARNT OF FEASIBILITY STUDY<br>Project Manager                                                                                                |          |            |            |            |            |            |
| B.2.5.6 | SPECIALIST RESEARCH SERVICES (URBAN<br>DEVELOPMENT)<br>Professional Services and Urban<br>Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>LESSONS LEARNT OF FEASIBILITY STUDY<br>Project Coordination | Per hour | R 610.00   | R 637.00   | R 685.00   | R 737.00   | R 792.00   |
| B.2.6.1 | SPECIALIST RESEARCH SERVICES (URBAN<br>DEVELOPMENT)<br>Professional Services and Urban<br>Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY ADVICE AND TRAINING<br>Senior Specialist        | Per hour | R 1 820.00 | R 1 902.00 | R 2 045.00 | R 2 198.00 | R 2 363.00 |
| B.2.6.2 | SPECIALIST RESEARCH SERVICES (URBAN<br>DEVELOPMENT)<br>Professional Services and Urban<br>Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY ADVICE AND TRAINING<br>Specialist               | Per hour | R 1 575.00 | R 1 646.00 | R 1 769.00 | R 1 902.00 | R 2 045.00 |
| B.2.6.3 | SPECIALIST RESEARCH SERVICES (URBAN<br>DEVELOPMENT)<br>Professional Services and Urban<br>Development Research Service<br>Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY ADVICE AND TRAINING<br>Professional             | Per hour | R 1 300.00 | R 1 359.00 | R 1 460.00 | R 1 570.00 | R 1 688.00 |
| B.2.6.4 | SPECIALIST RESEARCH SERVICES (URBAN<br>DEVELOPMENT)<br>Professional Services and Urban                                                                                                                                     | Per hour | R 840.00   | R 878.00   | R 944.00   | R 1 014.00 | R 1 090.00 |

|         |                                                                                                                                                                                                               |          |          |          |          |          |          |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|----------|----------|----------|----------|
|         | Development Research Service Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY ADVICE AND TRAINING<br>Technical Assistant                                                                                      |          |          |          |          |          |          |
| B.2.6.5 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY ADVICE AND TRAINING<br>Project Manager      | Per hour | R 700.00 | R 732.00 | R 786.00 | R 845.00 | R 909.00 |
| B.2.6.6 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>FEASIBILITY STUDIES<br>FEASIBILITY ADVICE AND TRAINING<br>Project Coordination | Per hour | R 610.00 | R 637.00 | R 685.00 | R 737.00 | R 792.00 |

#### Part B.3 – Cost Benefit Analysis

| ITEM NUMBER | ITEM DESCRIPTION                                                                                                                                                                                            | UNIT OF MEASURE | Year 1     | Year 2     | Year 3     | Year 4     | Year 5     |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------|------------|------------|------------|------------|
| B.3.1.1     | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS<br>COST BENEFIT ANALYSIS PLANNING<br>Senior Specialist | Per hour        | R 2 000.00 | R 2 090.00 | R 2 247.00 | R 2 415.00 | R 2 596.00 |

|         |                                                                                                                                                                                                                |          |            |            |            |            |            |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|------------|------------|------------|------------|
| B.3.1.2 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS<br>COST BENEFIT ANALYSIS PLANNING<br>Specialist           | Per hour | R 1 575.00 | R 1 646.00 | R 1 769.00 | R 1 902.00 | R 2 045.00 |
| B.3.1.3 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS<br>COST BENEFIT ANALYSIS PLANNING<br>Professional         | Per hour | R 1 100.00 | R 1 150.00 | R 1 236.00 | R 1 328.00 | R 1 428.00 |
| B.3.1.4 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS<br>COST BENEFIT ANALYSIS PLANNING<br>Technical Assistant  | Per hour | R 840.00   | R 878.00   | R 944.00   | R 1 014.00 | R 1 090.00 |
| B.3.1.5 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS<br>COST BENEFIT ANALYSIS PLANNING<br>Project Manager      | Per hour | R 700.00   | R 732.00   | R 786.00   | R 845.00   | R 909.00   |
| B.3.1.6 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS<br>COST BENEFIT ANALYSIS PLANNING<br>Project Coordination | Per hour | R 610.00   | R 637.00   | R 685.00   | R 737.00   | R 792.00   |

|         |                                                                                                                                                                                                                                      |          |            |            |            |            |            |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|------------|------------|------------|------------|
| B.3.2.1 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS<br>COST BENEFIT ANALYSIS DATA AND INFORMATION COLLECTION<br>Senior Specialist   | Per hour | R 1 820.00 | R 1 902.00 | R 2 045.00 | R 2 198.00 | R 2 363.00 |
| B.3.2.2 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS<br>COST BENEFIT ANALYSIS DATA AND INFORMATION COLLECTION<br>Specialist          | Per hour | R 1 575.00 | R 1 646.00 | R 1 769.00 | R 1 902.00 | R 2 045.00 |
| B.3.2.3 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS<br>COST BENEFIT ANALYSIS DATA AND INFORMATION COLLECTION<br>Professional        | Per hour | R 1 225.00 | R 1 280.00 | R 1 376.00 | R 1 479.00 | R 1 590.00 |
| B.3.2.4 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS<br>COST BENEFIT ANALYSIS DATA AND INFORMATION COLLECTION<br>Technical Assistant | Per hour | R 1 037.00 | R 1 084.00 | R 1 165.00 | R 1 252.00 | R 1 346.00 |
| B.3.2.5 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT) Professional Services and Urban Development Research Service Activities<br>COST BENEFIT                                                                                             | Per hour | R 700.00   | R 732.00   | R 786.00   | R 845.00   | R 909.00   |

|         |                                                                                                                                                                                                                                       |          |            |            |            |            |            |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|------------|------------|------------|------------|
|         | ANALYSIS COST BENEFIT ANALYSIS DATA AND INFORMATION COLLECTION<br>Project Manager                                                                                                                                                     |          |            |            |            |            |            |
| B.3.2.6 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS<br>COST BENEFIT ANALYSIS DATA AND INFORMATION COLLECTION<br>Project Coordination | Per hour | R 618.00   | R 637.00   | R 685.00   | R 737.00   | R 792.00   |
| B.3.3.1 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS<br>CONDUCT COST BENEFIT ANALYSIS<br>Senior Specialist                            | Per hour | R 2 000.00 | R 2 090.00 | R 2 247.00 | R 2 415.00 | R 2 596.00 |
| B.3.3.2 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS<br>CONDUCT COST BENEFIT ANALYSIS<br>Specialist                                   | Per hour | R 1 700.00 | R 1 777.00 | R 1 910.00 | R 2 053.00 | R 2 207.00 |
| B.3.3.3 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS<br>CONDUCT COST BENEFIT ANALYSIS<br>Professional                                 | Per hour | R 1 100.00 | R 1 150.00 | R 1 236.00 | R 1 328.00 | R 1 428.00 |
| B.3.3.4 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service                                                                                                                      | Per hour | R 840.00   | R 878.00   | R 944.00   | R 1 014.00 | R 1 090.00 |

|         |                                                                                                                                                                                                                                      |          |            |            |            |            |            |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|------------|------------|------------|------------|
|         | Activities<br>COST-BENEFIT ANALYSIS<br>CONDUCT COST-BENEFIT ANALYSIS<br>Technical Assistant                                                                                                                                          |          |            |            |            |            |            |
| B.3.3.5 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service<br>Activities<br>COST-BENEFIT ANALYSIS<br>CONDUCT COST-BENEFIT ANALYSIS<br>Project Manager                          | Per hour | R 700.00   | R 732.00   | R 786.00   | R 845.00   | R 909.00   |
| B.3.3.6 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service<br>Activities<br>COST-BENEFIT ANALYSIS<br>CONDUCT COST-BENEFIT ANALYSIS<br>Project Coordination                     | Per hour | R 610.00   | R 637.00   | R 685.00   | R 737.00   | R 792.00   |
| B.3.4.1 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service<br>Activities<br>COST-BENEFIT ANALYSIS<br>PREPARE AND FINALISE REPORT ON COST-BENEFIT ANALYSIS<br>Senior Specialist | Per hour | R 1 820.00 | R 1 902.00 | R 2 045.00 | R 2 198.00 | R 2 363.00 |
| B.3.4.2 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service<br>Activities<br>COST-BENEFIT ANALYSIS<br>PREPARE AND FINALISE REPORT ON COST-BENEFIT ANALYSIS<br>Specialist        | Per hour | R 1 600.00 | R 1 672.00 | R 1 797.00 | R 1 932.00 | R 2 077.00 |
| B.3.4.3 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)                                                                                                                                                                                     | Per hour | R 1 333.00 | R 1 393.00 | R 1 497.00 | R 1 610.00 | R 1 731.00 |

|         |                                                                                                                                                                                                                                       |          |            |            |            |            |            |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|------------|------------|------------|------------|
|         | Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS<br>PREPARE AND FINALISE REPORT ON COST BENEFIT ANALYSIS<br>Professional                                                              |          |            |            |            |            |            |
| B.3.4.4 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS:<br>PREPARE AND FINALISE REPORT ON COST BENEFIT ANALYSIS<br>Technical Assistant  | Per hour | R 840.00   | R 878.00   | R 944.00   | R 1 014.00 | R 1 090.00 |
| B.3.4.5 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS:<br>PREPARE AND FINALISE REPORT ON COST BENEFIT ANALYSIS<br>Project Manager      | Per hour | R 700.00   | R 732.00   | R 786.00   | R 845.00   | R 909.00   |
| B.3.4.6 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS:<br>PREPARE AND FINALISE REPORT ON COST BENEFIT ANALYSIS<br>Project Coordination | Per hour | R 610.00   | R 637.00   | R 685.00   | R 737.00   | R 792.00   |
| B.3.5.1 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS                                                                                  | Per hour | R 1 820.00 | R 1 902.00 | R 2 045.00 | R 2 198.00 | R 2 363.00 |

|         |                                                                                                                                                                                                                        |          |            |            |            |            |            |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|------------|------------|------------|------------|
|         | LESSONS LEARNT OF COST BENEFIT ANALYSIS<br>Senior Specialist                                                                                                                                                           |          |            |            |            |            |            |
| B.3.5.2 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS<br>LESSONS LEARNT OF COST BENEFIT ANALYSIS<br>Specialist          | Per hour | R 1 575.00 | R 1 646.00 | R 1 769.00 | R 1 902.00 | R 2 045.00 |
| B.3.5.3 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS<br>LESSONS LEARNT OF COST BENEFIT ANALYSIS<br>Professional        | Per hour | R 1 333.00 | R 1 393.00 | R 1 497.00 | R 1 610.00 | R 1 731.00 |
| B.3.5.4 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS<br>LESSONS LEARNT OF COST BENEFIT ANALYSIS<br>Technical Assistant | Per hour | R 840.00   | R 878.00   | R 944.00   | R 1 014.00 | R 1 090.00 |
| B.3.5.5 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service Activities<br>COST BENEFIT ANALYSIS<br>LESSONS LEARNT OF COST BENEFIT ANALYSIS<br>Project Manager     | Per hour | R 700.00   | R 732.00   | R 786.00   | R 845.00   | R 909.00   |

|         |                                                                                                                                                                                                                            |          |            |            |            |            |            |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|------------|------------|------------|------------|
| B.3.5.6 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service<br>Activities<br>COST BENEFIT ANALYSIS<br>LESSONS LEARNT OF COST BENEFIT ANALYSIS<br>Project Coordination | Per hour | R 610.00   | R 637.00   | R 685.00   | R 737.00   | R 792.00   |
| B.3.6.1 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service<br>Activities<br>COST BENEFIT ANALYSIS<br>COST BENEFIT ANALYSIS ADVICE AND TRAINING<br>Senior Specialist  | Per hour | R 2 000.00 | R 2 090.00 | R 2 247.00 | R 2 415.00 | R 2 596.00 |
| B.3.6.2 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service<br>Activities<br>COST BENEFIT ANALYSIS<br>COST BENEFIT ANALYSIS ADVICE AND TRAINING<br>Specialist         | Per hour | R 1 575.00 | R 1 646.00 | R 1 769.00 | R 1 902.00 | R 2 045.00 |
| B.3.6.3 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service<br>Activities<br>COST BENEFIT ANALYSIS<br>COST BENEFIT ANALYSIS ADVICE AND TRAINING<br>Professional       | Per hour | R 1 100.00 | R 1 150.00 | R 1 236.00 | R 1 328.00 | R 1 428.00 |
| B.3.6.4 | SPECIALIST RESEARCH SERVICES (URBAN DEVELOPMENT)<br>Professional Services and Urban Development Research Service                                                                                                           | Per hour | R 1 037.00 | R 1 084.00 | R 1 165.00 | R 1 252.00 | R 1 346.00 |

|         |                                                                                                                                                                                                                                       |          |          |          |          |          |          |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|----------|----------|----------|----------|
|         | Activities<br>COST BENEFIT ANALYSIS<br>COST BENEFIT ANALYSIS ADVICE AND<br>TRAINING<br>Technical Assistant                                                                                                                            |          |          |          |          |          |          |
| B.3.6.5 | SPECIALIST RESEARCH SERVICES (URBAN<br>DEVELOPMENT)<br>Professional Services and Urban<br>Development Research Service<br>Activities<br>COST BENEFIT ANALYSIS<br>COST BENEFIT ANALYSIS ADVICE AND<br>TRAINING<br>Project Manager      | Per hour | R 700.00 | R 732.00 | R 786.00 | R 845.00 | R 909.00 |
| B.3.6.6 | SPECIALIST RESEARCH SERVICES (URBAN<br>DEVELOPMENT)<br>Professional Services and Urban<br>Development Research Service<br>Activities<br>COST BENEFIT ANALYSIS<br>COST BENEFIT ANALYSIS ADVICE AND<br>TRAINING<br>Project Coordination | Per hour | R 610.00 | R 637.00 | R 685.00 | R 737.00 | R 792.00 |

## Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 Part A Professional Levels refer as follows:  
*Junior Professional:* 1 to 4 years' experience; not incumbent to supervise/lead teams  
*Mid-level Professional:* 5 to 9 years' experience; supervises people or lead teams  
*Senior Professional:* 10 years+ experience; leads teams, unit or department  
*Specialist Professional:* focus primarily on the application of a particular body of specialised knowledge essential to the effective delivery of government's role, or on the provision of technical, specialist, professional or strategic advice which informs strategies, plans, decisions and outcomes. Examples of specialist may include (but not limited to) transport engineers, spatial expert, data scientist etc.  
  
Part B Professional Levels refer as follow:  
*Senior Specialist:* 10 years + experience as a specialist and team leader experience. The Specialist focuses primarily on the application of a particular body of specialised knowledge essential to the effective delivery of government's role, or on the provision of technical, specialist, professional or strategic advice which informs strategies, plans, decisions and outcomes. Examples of specialist may include (but not limited to) transport engineers, spatial expert, data scientist etc.  
*Specialist:* less than 10 years' experience as a specialist as defined above  
*Professional:* 2 to 9 years' experience post a tertiary qualification; may or may not supervise/lead teams  
*Technical Assistant:* ensures that technical and administrative tasks are completed in a timely manner to support the technical personnel in the delivery of the specific piece of work or project  
*Project Manager:* a professional in the field of project management. Project managers have the responsibility of the planning, procurement and execution of a project, in any undertaking that has a defined scope, defined start and a defined finish; regardless of industry  
*Project Coordinator:* work under a project manager and help ensure projects are completed on time and within budget.

- 5.9 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore, tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be evaluated as a nil rate having been entered against that item, i.e. that there is no charge for that item.**
- 5.10 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.11 As per Cost Containment regulations, Tenderers that are successful in the functionality scoring phase would be required, upon request from the CCT, to provide a cost break-down per service item particularly with respect to such service items where an "all-inclusive" costing is required. Service Providers will not be allowed to include a category for "contingencies" in their cost break-down.
- 5.12 This tender is comprised of two parts, Part A and Part B. Part A contains primary and secondary research services categories - and Part B which contains 4 categories of Specialised Research Services, notably: Monitoring & Evaluation, Feasibility Study, Cost Benefit Analysis, and Modelling. To be responsive, Tenderers must either complete fully Part A and/or complete fully at least one of the categories in Part B. **FAILURE TO DO SO MAY RESULT IN THE TENDER NOT BEING FURTHER CONSIDERED.**
- 5.13 **Prices for all items in the tender must be completed and quoted for all five years.** Failure to do so may result in the tender not being considered further.
- 5.14 It is the intention of the City of Cape Town to award the tender to a panel of service providers who will be utilised as and when required. Whenever the City identifies a project to be executed all the service providers in the panel will be invited to submit bids and will be evaluated according to the evaluation criteria prescribed in each invitation.
- 5.15 It is the intention of the City of Cape Town to run this tender subject to Section 33 of The Local Government Municipal Finance Management Act 56 of 2003 whereby this tender will impose financial obligations on the City for a period longer than the three (3) financial years. The tender period is initially valid for the 3-years, thereafter the additional 2-years that is addressed in this tender document is subject to City of Cape Town's Council approval via the Section 33 process. In the absence of an approved Section 33 process, the contract period will revert to a 3-year contract.

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## Part 5: Specifications

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Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

**TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'**

### 13.1 Background

The City of Cape Town's (CCT) overall long term objectives are for Cape Town to develop the quality of life of its residents to improve; to provide high quality and cost effective services and to at all times be an efficient, effective, caring and well run municipality.

One of the key plans which the CCT uses to guide its 5-year planning is the CCT (CCT) Integrated Development Plan (IDP). The current Term of Office Five Year Integrated Development Plan for the period 2017-2022 is available at <http://www.capetown.gov.za/Family%20and%20home/Meet-the-City/our-vision-for-the-city/cape-towns-integrated-development-plan>. A new IDP will be prepared for the City for the period 2022 – 2027 after the next Local Government elections, expected to be held in 2021.

This plan includes key guiding principles: of *Resilience, Sustainability, Transformation of the built environment through transit-oriented development (TOD), Governance reform, Customer-centricity, Transversal Approach*.

The IDP identifies a set of priorities that focus the CCT's programmes and projects through the following Strategic Focus Areas (SFAs):

- an Opportunity City;
- a Safe City;
- a Caring City;
- an Inclusive City;
- a Well-run City.

Guided by the above IDP and other related National and Provincial legislation, strategies and plans, the CCT:

develops a range of policies and plans to support the growth and development of Cape Town and its residents;

provides a range of basic and other municipal services, as well as implements specific programmes to address areas of service or operational need.

As part of business planning and good practise, there is a need for the CCT to inform policy, strategy, programme and projects, adopt and monitor, review operations, processes and performance. In addition, the City needs to evaluate City policy, services or programme delivery in order to understand, inter alia, how a policy is being implemented and to what effect is service delivery and the delivery of its programmes adding to the growth and development of Cape Town and its residents. The City also needs to inform the development planning agenda for Cape Town.

The CCT has identified that there is a need to conduct research into urban development issues, challenges, opportunities and questions.

### 13.2 Corporate Tender and Categories of Services

#### Corporate Tender

This is a corporate CCT tender for a five-year period which will allow potentially all of the different CCT functional and service Departments/Areas to undertake urban development related research – including surveys – as needed and specified in terms of strategic business planning, integrated planning, performance, operations and implementation, or service delivery programmes.

**Please note:**

This corporate tender does not include

- Customer and/or service satisfaction or service research related research surveys which is provided for under a separate corporate tender.
- Specifically, this corporate tender also excludes environmental impact assessments which are guided by The Environmental Impact Assessment ("EIA") Regulations, 2010 of the National Environmental Management Act ("NEMA"), 1998 (Act 107 of 1998).
- Other research services specifically excluded from this tender are the annual CCT Corporate Customer Satisfaction Survey (CSS).

This tender is organised into 2 parts: Part A Outlines Standard Research Services and Part B Outlines Specialist Research Services.

Part A - Standard Research Services comprises of 5 research service categories:

Urban Development Research Planning and Preparation  
Conduct Primary and/or Secondary Urban Development Research Fieldwork & Data Preparation  
Primary and secondary urban development research analysis  
Reporting and Communication on primary and/or secondary urban development research  
Research Training

Part B - Specialised Research Services - is comprised of 4 categories of specialist research services:

Monitoring and Evaluation  
Feasibility Studies  
Cost Benefit Analysis  
Urban Development Modelling.

As an outcome of this tender the CCT will have approved panels of service providers who match the CCT specifications to undertake standard research services and the 4 specialised research services, i.e. a total of 5 panels. As and when needed, CCT Departments will then request a more detailed and refined quotation for a specific project during the tender period, based on the prices submitted in this tender, from a service provider who is on the CCT approved panels of service providers for the standard and/or specialised research services required.

**Scope of research services**

The urban development research may involve **standard research services** and/or more **specialised research services**. These standard or specialised research services may be focused on a single urban development theme or multiple/cross-thematic issue(s) involving one or more service and line departments.

The standard research services on an urban development issue may be implemented in and/or across areas of different geographic scales:

- site-specific area – involving a block, corridor or precinct
- a local area - involving 2-3 communities or suburbs
- city-wide – involving the whole metropolitan area of Cape Town
- city-region wide – involving Cape Town and its 6 neighbouring municipalities

The standard research services may have a simple focussed scope with a single deliverable, or more complex research involving multiple component deliverables; it may involve primary and/or secondary research and/or analysis. In addition, the research may be of different types, including for example, survey research, direct observation, document analysis, and/or conceptual modelling tasks. Different time frames may also pertain to the research project focus, e.g. research into the short term, medium term, and longer term future (10 years and more). All of the research will be conducted in the CCT's jurisdictional area i.e. within the Cape Town municipal area, unless specified differently and in line with

the objectives of the research. The research may have a defined spatial area in Cape Town or be for Cape Town as a whole, or for the Cape Town city-region, i.e. including the 6 neighbouring municipalities.

Pricing must be based on the type of work to be done and the level and range of skills to be used. Tenderers must ensure that the CVs of all the staff reflect the spread and depth of skills/expertise they would be able to bring to the research. The availability of specific skills and expertise will impact on the functionality scores allocated to the Tenderer.

#### **Urban development issues**

For the purposes of this tender urban development and city-region issues comprise a range of concerns (both challenges and opportunities) that impact on the development of cities. This includes but is not limited to issues relating to the urban economy, social issues such as urban poverty and health dynamics, governance issues (including urban finance and the sustainability of municipalities), urban environmental concerns (air, water quality etc.), urban infrastructure provision, and issues relating to city form and growth. Included are cross-cutting themes related to the City's Research Agenda, for example, inclusivity, sustainability, resilience, and specific research themes, for example housing, energy, waste, finance. Refer to Section 5.4.2 on the CCT functional areas that may require urban development research and urban development research services to be conducted.

#### **Urban development research categories**

For the purposes of the tender a number of categories of services have been identified. The required services are clustered into types of services which can be considered and used as groups of services or a single item of service, depending on the specific research project requirements of the CCT. The services should not be seen as necessarily being in a sequence. Depending on the CCT's requirements and the urban development issue research to be undertaken, different services within the categories may be required for standard or more specialised research projects, as well as possible combinations of standard and specialised research services.

#### **Important Note:**

Accordingly, prospective Service Providers should ensure that they complete ALL the sections of the detailed costing for the category/ies of research services they want to be considered for. Service Providers can choose to be considered for EITHER standard OR specialised research services only, OR they can complete ALL the sections of the detailed costing for BOTH standard and specialised research services – for ALL FIVE YEARS as per the relevant part of the tender fully and carefully – refer Section 5: Price Schedule, as well as any required related information in terms of the deliverables outlined in Section 5.4 which are to be considered in responding to the tender. Please note Section 4.4 and 4.5 regarding requirements for responsiveness.

#### **Research services**

The following sections outline research services categories in Part A – Standard Research Services –, followed by Part B which lists specialist research services under each of the 4 Specialised Research Services identified; namely monitoring and evaluation, feasibility studies, cost benefit analysis, and modelling.

### **PART A. STANDARD RESEARCH SERVICES**

Primary research involves original data collection or research gathering inputs direct from the target respondents. Primary research includes qualitative and quantitative approaches and techniques and can include remote digital data collection processes, surveys, focus groups, questionnaires, and interviews. Secondary research refers to research using information from sources which already exist, for further analysis.

**Note:** All raw and processed data to be handed to the City and will form part of the CCT's intellectual property. This applies to all data across all four research categories.

#### **A.1. URBAN DEVELOPMENT RESEARCH PLANNING & PREPARATION**

This service category includes the following activities:

**Develop Terms of References (TORs) for current and/or follow up urban development research:** Based on background readings and/or research findings, draft and finalise the scope and TORs for the

(current) research project in question, and/or for follow-up research on an urban development issue, with the CCT to achieve its objectives.

**Conduct literature review:** Draw on existing studies or documentation to investigate a specific urban development issue which may inform the following: to construct a research plan, to inform strategy, framework, policy, programme /project development, review and/or implementation processes or help put results into a better perspective or clearer context. Use desktop research to uncover the relevant facts, general information, historical facts, and study results etc. that have been published or is available in documents. Extract lessons learnt for CCT, with specific reference to the issue(s) and specific site(s)/location(s) within Cape Town.

**Conduct background research, approach, methodology and planning:** Undertake urban development background research on a select urban development topic to inform an approach, scope, and/or methodology.

Prepare urban development research approach and methodology proposal – i.e: quantitative and/or qualitative – identifying the guiding research questions, relationships to investigate, key variables and the required data to answer the research questions, with specific reference to the urban development research issue and how it manifests in Cape Town

**Plan the urban development research implementation:** Prepare research implementation plan, including geographic location(s) where the survey research will be conducted and research target audience(s)/stakeholders to be included. Such research will be only survey based and quantitative. Prepare a detailed urban development research implementation plan for undertaking the research process to achieve the CCT information and knowledge objectives and requirements. Such research can include both primary and/or secondary as well as qualitative and/or quantitative research. Prepare detailed data collection plan in which to identify the different types of data to be collected, how it will be collected and from which sources, to respond to specific requirements of the urban development research issue. This includes a data collection plan for how, where and by whom data will be collected for secondary research on an urban development issue.

This service category includes the following activities:

**Primary Urban Development Research Instrument Design:** Prepare and finalise the *research survey instrument* in conjunction with the CCT to achieve the survey objectives and requirements. These include but are not limited to:

**Questionnaires:** Prepare and finalise the *urban development research survey instrument* in conjunction with the CCT, to achieve the objectives and requirements of the research on urban development issues and/or phenomena including but not limited to:

Self-administered questionnaire  
Face to face interview questionnaire  
Telephonic interview questionnaire

**NB:** The CCT requires that all surveys undertaken must be geo-referenced.

**Primary Research guides:** Prepare and finalise primary urban development research guides in conjunction with the CCT to achieve the research objectives and requirements

Focus Group guide  
Direct observation guide  
Content/textual analysis guide  
Other guides as may be required

**Research Instrument/Guide translation:** Translate CCT approved urban development research survey instrument(s)

Xhosa  
Afrikaans  
Any other language specified

**Primary Urban Development Research Sampling:** With the CCT, agree on the target research subject(s) for the research and construct a sample in order to undertake field work in line with the objectives of

the research on an urban development issues. The service provider should be clear about whom the research results would be extrapolated to: only those who meet the very specific study population criteria – e.g. physically disabled people who use public transport - a specific age cohort, a socio-economic group across the city, the residents in a community, city-wide etc. and how this will influence the sampling approach – among others (a.o.), - purposive, randomised simple and/or randomised stratified. Surveys can be conducted across the following geographic scales:

Site specific  
Local area  
City-wide  
City-region wide

**REMOTE DIGITAL DATA COLLECTION:** Data collection processes are evolving from the initial face-to-face approach to include remote research methodology approaches as well as the use of more than one data collection approach to gather information for one survey.

Remote data collection processes are conducted without the candidate and interviewer meeting one another physically, they are geographically separated from each other and the interview occurs via one of three modalities:

- a) remote video interviews;
- b) remote voice interviews, and
- c) remote text interviews

## **A.2 CONDUCT PRIMARY AND/OR SECONDARY URBAN DEVELOPMENT RESEARCH FIELDWORK & DATA PREPARATION**

Please note: Refer to 5.4.1 (9) below with respect to all-inclusive fieldwork costs to be included. This would include amongst others, transport costs, equipment, materials, catering etc. Venues should always be that of the municipality or otherwise at the Service Provider's own expense.

Please note: The standard time assigned for all surveys and face-to-face interviews is 45 minutes. Further:

## **A.3 PRIMARY AND SECONDARY URBAN DEVELOPMENT RESEARCH ANALYSIS**

This includes different survey types and piloting as required

This service category includes the following activities:

**A.3.1.** Undertake a Pre-survey of the research instrument or any specific element of the urban development research methodology (including in different languages), including testing in the field as needed, and feedback report.

**A.3.1.1** Conduct a Pre Survey for an urban development research study for 1 to 100 respondents

**A.3.2** Undertake fieldwork for a Self-Administered urban development research survey **including in a different language and 20% call back check-in**. This may be across any of the four geographic scales noted in A.2.b above.

Per very small sample size of 1 to 50 respondents

Per small sample size of 51 to 100 respondents

Per small sample size of 101 to 250 respondents

Per medium sample size of 251 to 300 respondents

Per medium sample size of 301 to 500 respondents

Per large sample size of 501 to 750 respondents

Per large sample size of 751 to 1000 respondents

Per very large sample size of 1001 to 2000 respondents

Per very large sample size of 2001 to 3000 respondents

Per very large sample size of 3001 to 5000 respondents<sup>1</sup>.

<sup>1</sup> If above 5 000 sample size, and

- is a multiple of 5 000, use multiple rate for a very large survey. For example, a sample size of 10 000 would be the

#### Refer Footnote 1

#### **A.3.3. Undertake fieldwork for a Face-to-Face survey including in a different language and 20% call back check-in**

Per very small sample size of 1 to 50 respondents  
Per small sample size of 51 to 100 respondents  
Per small sample size of 101 to 250 respondents  
Per medium sample size of 251 to 300 respondents  
Per medium sample size of 301 to 500 respondents  
Per large sample size of 501 to 750 respondents  
Per large sample size of 751 to 1000 respondents  
Per very large sample size of 1001 to 2000 respondents  
Per very large sample size of 2001 to 3000 respondents  
Per very large sample size of 3001 to 5000 respondents.

#### Refer Footnote 1

#### **A.3.4. Undertake fieldwork for a Telephonic Survey which includes data capturing**

Per very small sample size of 1 to 50 respondents  
Per small sample size of 51 to 100 respondents  
Per small sample size of 101 to 250 respondents  
Per medium sample size of 251 to 300 respondents  
Per medium sample size of 301 to 500 respondents  
Per large sample size of 501 to 750 respondents  
Per large sample size of 751 to 1000 respondents  
Per very large sample size of 1001 to 2000 respondents  
Per very large sample size of 2001 to 3000 respondents  
Per very large sample size of 3001 to 5000 respondents.

#### Refer Footnote 1

#### **A.3.5 Remote data collection using text based interviews**

Data collection processes are evolving from the initial face-to-face approach to include remote research methodology approaches as well as the use of more than one data collection approach to gather information for one survey. Remote data collection using remote text based interviews. Costing to be provided for an average of 30 questions with 30 question increments per session. The platform should ensure that the service provider accommodate participants with both smart phones or low end phones. The service provider must cost for all operating cost attached to the above including the provision of the following to the interviewees to ensure that the text interviews are undertaken:

- provision of data/airtime for the duration of the interview or for participants to send smses
- dependable audio connection that is easily/free accessible to the interviewee
- development of a centralised database for data to be fed into

Per extra small sample size of 1-5 people  
Per small sample size of 6-10 people  
Per medium sample size of 11-30 people  
Per large sample size of 31-50 people  
Per very large sample size of 51-75 people  
Per extra-large 76-100 people.

#### **A.3.6. Conduct field work – Focus group.**

Focus groups are either small (6-10 people), medium (11-30 people), large (31-50 people), very large

rate for 5 000 multiplied by 2.

- is not a multiple of 5 000, use rate for very large survey of 5 000, plus the rate of the relevant sample size above 5 000. For example, a sample size of 7 000 would be the rate of 5 000 plus rate of sample size of 2 000 (Very large survey).

(51-75 people) or extra-large (76-100 people) and may be across any of the four geographic scales listed in A.2.b above. The time duration for each size range are as follow:

Small: 60 to 90 minutes

Medium: 91 to 120 minutes

Large: 121 to 180 minutes

Very large: 181 to 240 minutes

Extra-large: 181 to 240 minutes

**Note:** If additional hours are required then the multiple of the specific focus group size should be used. For example, a focus group of small size for a duration of 6 hours would be the rate of A.3.5.i multiplied by 4 (i.e. 90 minutes' x 4 = 360 minutes or 6 hours). A focus group of very large size for a duration of 8 hours would be the rate of A.3.5.iv multiplied by 2.

#### **A.3.7 Remote data collection using video and voice interviews**

Data collection processes are evolving from the initial face-to-face approach to include remote research methodology approaches as well as the use of more than one data collection approach to gather information for one survey. The service provider to use an open source or free platform to engage with participants. The service provider must cost for all operating cost including the provision of the following to the interviewees to ensure that the video and voice interview is undertaken

- provision of data for the duration of the interview
- provision of an open source platform to conduct the interview
- dependable audio and video connection that is easily/free accessible to the interviewee

All remote video and voice interviews to be quoted for a minimum of 5 minutes and a maximum of 45 minutes per interview per participant with the interview duration only starting if connection with the actual participant in the study is made.

Each unit of measure is divided into three sub-units for the video interview duration, namely:

5-10 minutes' duration

11-25 minutes' duration

26-45 minutes' duration

Per extra small sample size of 1-5 people

Per small sample size of 6-10 people

Per medium sample size of 11-30 people

Per large sample size of 31-50 people

Per very large sample size of 51-75 people

Per extra-large 76-100 people

#### **Refer Footnote 1**

**A.3.8. Conduct field work – Direct observation.** This could include direct observations in the field of how people use a space and/or a service. Direct observations may be across any of the four geographic scales listed in A.2.b above.

#### **Please note:**

Tenderers will need to build into their pricing the cost of travel time within the Cape Town municipal area and city-region as may be required by the project. Direct Observation sessions are assumed to have a minimum duration of 45 minutes and a maximum duration of 75 minutes.

#### **A.3.9. Conduct field work – Textual/content analysis.**

Access and create a range of qualitative materials to distil information and data to inform an urban development issue. This could include the collection of for example: research articles, maps, photographs, audio clips, video recordings or live streaming from CCTV footage, social media conversations and other digital platforms or similar.

**A.3.9.1. Undertake fieldwork in the form of remote digital data collection including in a different language and 20% call back check-in.** Each mode consists of its own set of sub-units pertaining to either duration in minutes or number of questions. For the fieldwork employing both video and voice, the following are considered sub-units of measurements;

5-10 minutes' duration  
11-25 minutes' duration  
26-45 minutes' duration

For the fieldwork employing text interviews, the following are considered sub-units of measurements:  
5-10 number of questions  
11-25 number questions  
26-45 number questions

#### Refer Footnote 1

#### **A.3.10 Undertake stakeholder mapping**

Develop a list of all stakeholders with an interest in an urban development issue or likely to be impacted by an urban development initiative undertaken by the CCT  
Develop a list of all stakeholders with an interest in an urban development issues or likely to be impacted – either site specific, local area, city-wide or city-region wide as may be required by the project

#### **A.3.11 Undertake stakeholder consultations**

Conduct stakeholder consultations on an urban development issue with people who have an interest in or have expert knowledge on, or are likely to be impacted by an urban development initiative undertaken by the CCT, and prepare a summary consultation report. Approaches and methods of consultation should be discussed with the CCT prior to implementation and must take note of community structures and sensitivities.

#### **A.3.12 Conduct primary urban development research data preparation**

This includes capturing, organising, cleaning, screening, coding, tabulating and summarising of data

#### **A.3.13 Plan secondary urban development research**

This includes conceptualisation and the research approach

#### **A.3.14 Secondary Urban development research data gathering and preparation**

This includes data gathering and the preparation of summary reports

#### **A.3.15 Conduct and finalise primary and/or secondary urban development research lessons learnt report**

This includes the creation of the reports including lessons learnt

#### **A.3.16 Conduct primary and/or secondary urban development research data analysis**

This includes planning the analysis, undertaking analysis and integrating analysis of data

### **A.3 PRIMARY AND SECONDARY URBAN DEVELOPMENT RESEARCH ANALYSIS**

This service includes the following activities:

Planning: Set up procedure and database for logging data so as to keep track of progress with capturing. This can be in any computerised database including geo-spatial or statistical analysis software. **NB: it is important that all data include an associated geo-reference (as far as possible)**  
Develop code book – including coding guides and manuals for supervisors - that describes the data by a.o. variable name, variable description, variable format, instrument/method of collection, etc.  
Data preparation – undertake for any other method used or requested and agreed by CCT

Data preparation: Urban development research survey data. Record, capture, organise, clean, screen and code survey research data using a medium and method agreed by the CCT

Data preparation: capture, organise, clean, screen and code the Self-Administered urban development research survey data in a format and using a medium and method agreed by the CCT  
Data preparation: capture, organise, clean, screen and code the Face to Face urban development research survey data in a format and using a medium and method agreed by the CCT

Data preparation: Primary qualitative urban development research data- Capture clean, screen code

and summarise information using a medium and method agreed by the CCT

Data preparation: Focus group data – recording of remote digital data collection process, capture, organise, clean, screen, code and summarise focus group information in a format and using a medium and method agreed by the CCT

Data preparation: Direct observation data – Capture, organise, clean, screen, code and summarise data gathered from direct observations in a format and using a medium and method agreed by the CCT

Data preparation: Content/textual analysis data - Capture, organise, clean, screen, code and summarise data gathered from content/textual analysis in a format and using a medium and method agreed by the CCT

Tabulate data and prepare data and information summaries: Primary qualitative urban development research data- Capture clean, screen code and summarise information using a medium and method agreed by the CCT

Tabulate and disaggregate the quantitative urban development research data and information, and prepare summary tables with narrative descriptions.

Organise qualitative urban development research data in line with research questions and analytical framework. This could include but not limited to a.o. by (cohorts of) people, thematically and/or geographically (i.e. site-specific, local area, city-wide and city-region).

**Conceptualise and plan secondary research on an urban development issue. This involves:**

- a) Conduct review of previous work on the urban development issue, including best practice
- b) Conceptualise and agree on the scope the research task, including the research questions that the research will seek to answer, with the CCT
- c) Develop an approach to guide implementation of the secondary research on an urban development issue

This service includes the following activities:

**Secondary research data gathering. This involves:**

- a) Identify all relevant sources of information, in line with the (new) research questions as agreed with the CCT
- b) Gather existing reports and data from credible sources, including the internet, audio-visual etc.

**Standardise secondary research data and prepare summary reports:**

Standardise secondary data from various sources into common format, tabulate and disaggregate secondary quantitative data and prepare summary tables, organise qualitative data in line with research questions and the analytical framework agreed with the CCT

**Note:** Costs for using/procuring possible third party data (as needed) should be included in the rates

#### **A.4 REPORTING AND COMMUNICATION ON PRIMARY AND/OR SECONDARY URBAN DEVELOPMENT RESEARCH**

This includes reviewing the research project or task/s implemented and drawing out better practise and learnings from the standard research primary and secondary research practices - in alignment with CCT Research Strategy themes and CCT Evidence-Based Decision Making Framework. The review is to include future improvements or refinements of the research, in a facilitated workshop or meeting or electronic format; and preparation of a review report.

It also includes preparing a framework to guide the review process/discussion, participate in review meeting/workshop with CCT, prepare and finalise review report incorporating the review meeting/workshop inputs from CCT stakeholders

This service includes the following activities:

**Plan analysis of urban development research data. This involves:**

Prepare a strategy and plan for the analysis of the urban development research data, including but not limited to research questions, research analysis approach and/or method, variable types, dependent and independent variables, units of measurement, supporting data items, non-spatial and spatial analyses, analysis tools and techniques, statistical tests to be produced, and trend analysis, with the CCT

Design and set up a database or appropriate data/information analysis infrastructure, in agreement with the CCT to achieve the research objectives

**Undertake analysis of urban development research survey data. This involves:**

Conduct (exploratory) analysis of the urban development survey research data including but not limited to univariate analysis and summary statistics, bivariate analysis, multivariate analysis, and inferential statistical analysis to draw conclusions about the urban development research population

**Undertake integrated urban development research data analysis of primary and/or secondary urban development research data:**

Undertake *integrated* analysis of the urban development research results, including all data (a.o. research review information, survey, focus groups, direct observation, content analysis, spatial trends analysis) and conduct other statistical tests that the research may warrant

This service includes the following activities, under guidance from the CCT:

Prepare urban development research findings and report for CCT. This includes:

Compile a draft report on the integrated analysis of the urban development research findings

Gather stakeholder feedback on draft report and submit revised report, integrating CCT and other stakeholder inputs

Prepare a report and presentation on the urban development research results and present the findings to CCT client and additional CCT directorates/departments where stipulated

Finalise documents/reports and data

Ensure that assumptions, limitations, exclusions to the research findings are clearly indicated in the report

**Note:** All raw and processed data to be handed over to the CCT and will be considered the property of the CCT.

Communicate urban development research findings and recommendations to external stakeholders with CCT, in line with the agreed approach and methodology, and in line with CCT Research Management policy. Communication can take a variety of forms:

Face to face meetings of up to a maximum of 60 minutes including presentations

Presentations

Audio-Visual content production

Internet publishing using Web 2.0 platforms (FB, Twitter, etc.), Web 3.0 platforms (where appropriate/required)

Specialist visuals (e.g. Infographics)

Other (e.g. newspaper, radio, mobile, etc.)

## **A.5 RESEARCH TRAINING**

This service includes training on new/innovative research methods, approaches and tools including software used in a research project or task or in support of a research project or task in alignment with CCT Research Strategy. All training material and documentations to be supplied to the CCT.

## **PART B. SPECIALISED RESEARCH SERVICES (URBAN DEVELOPMENT)**

This section contains 4 categories of specialist research services, notably (i) monitoring and evaluation, (ii) feasibility studies, (iii) cost benefit analysis, and (iv) modelling.

Service providers who wish to be considered to provide specialist research services, must complete fully

the pricing schedule (See Section 5) for at least one of the categories of specialist research services in Part B. **Failure to do so will result in being non-responsive.**

If tenderers have completed Part A, and they do not have the specialist skills required for the 4 categories of specialised research services, they do not have to complete Part B.

**Note: All raw and processed data to be handed to the City and will form part of the CCT's intellectual property. This applies to all data across all four research categories.**

## **B.1 MONITORING AND EVALUATION (M&E)**

*Monitoring* involves collecting, analysing, and reporting data on inputs, activities, outputs, outcomes and impacts as well as external factors, in a way that supports effective management. Monitoring aims to provide managers, decision makers and other stakeholders with regular feedback on progress in implementation and results and early indicators of problems that need to be corrected. Monitoring usually reports on actual performance against what was planned or expected.

*Evaluation* is a time-bound and periodic research activity that seeks to provide credible and useful information to answer specific questions to guide decision making by staff, managers and policy makers. Evaluation can be formative and/or summative.

Please note the following understanding and use of the concepts of formative and summative evaluation:

### Project initiation - Formative evaluation

Formative evaluation is conducted before and during the life of a programme/project and can include: (i) *needs assessment* to determine the need for the programme, how great the need is, and what might work to meet the need; (ii) *structured conceptualisation* to help stakeholders define the programme, the target population, and possible outcomes;

### Implementation Evaluation

(iii) *implementation evaluation* to monitor the faithfulness of the programme delivery (to design), and (iv) *process evaluation* to investigate the process of delivering the programme, including alternative delivery procedures.

### Closure –Summative Evaluation

Summative evaluation is undertaken after a programme/project is concluded and can include (i) *goal-based evaluation* to determine if the intended goals of a programme were achieved; (ii) *outcome evaluation* to investigate whether the programme caused demonstrable effects on specifically defined target outcomes; (iii) *impact evaluation* is broader and assesses the overall or net effects — intended or unintended — of the programme; and (iv) *cost-effectiveness and cost-benefit analysis* to address questions of efficiency by standardising outcomes in terms of their Rand costs and values.

**Please note: All specialised research services in this category are to be quoted by the hour and per level and role of the professional, unless otherwise stated. See Schedule 5.**

## **B.1.1 MONITORING PLANNING AND PREPARATION**

This service includes the following activities:

**Plan monitoring for defined CCT urban development policy, strategy, frameworks, intervention/programme/project. This involves:**

- Develop a Theory of Change as required, with the CCT
- Develop a policy/strategy/framework/intervention/programme/project logic model as required, with the CCT
- Develop a monitoring plan. The monitoring plan documents the major elements of the monitoring system in order to ensure regular collection of actual data on the monitoring plan indicators. The monitoring plan contains all of the indicators used to measure progress on the achievement of the policy's/strategy's/framework's/intervention's/programme's/projects outcomes and outputs. In

addition, it specifies who is responsible for collecting data on the indicator, from what source, at what frequency and with what method. It also includes the baseline data and target for each indicator.

- Review existing work and documentation pertaining to the programme, intervention and/or project, with the CCT and in line with the goals of the evaluation
- Use (or if not there, prepare) policy/strategy/framework/intervention/programme/project goals and objectives and prepare intervention/programme/project logic model or similar, with the CCT
- Prepare and finalise appropriate design for the monitoring process in line with the goals of the policy/strategy/framework/intervention/programme and/or project, the purpose of the policy/strategy/framework/intervention/programme/project monitoring plan, as well as budget available, with the CCT
- Finalise monitoring implementation plan – including a.o. timelines, responsibilities

### **B.1.2 MONITORING DATA COLLECTION**

This service includes the following activities:

#### **a) Preparation for Monitoring data collection:**

Devise Monitoring data collection strategy and methodology (including the what, when, how & who) and sample size

Design and set up a database or appropriate data/information analysis infrastructure for Monitoring, in agreement with the CCT to achieve the research objectives

#### **b) Collect Monitoring data:**

Collect Monitoring data, guided by the monitoring plan agreed with the CCT. This could include primary and secondary research, conducted at different geographic scales. Primary Monitoring research data can be collected using questionnaires, interviews, focus groups and direct observation. Secondary Monitoring data can be collected through document sourcing and reviews, City data, third party data; social media sentiments etc.

Conduct primary and secondary monitoring data collection across any of the geographic scales outlined in A.2.b above.

### **B.1.3 MONITORING DATA ANALYSIS**

This service includes the following activities:

#### **a) Analyse Monitoring data:**

Prepare monitoring data for analysis – capture, organise, clean, screen, code and quality control all relevant data from primary and secondary research

Conduct analysis of the data – including survey and other data – as agreed with the CCT

### **B.1.4 MONITORING REPORTING**

This service includes the following activities:

#### **a) Prepare Monitoring Report:**

- Draft and finalise a Monitoring report, including background/context, Monitoring framework, methodology (and limitations if any), draft findings, conclusions and recommendations for the CCT
- Gather feedback from all stakeholders on contents of the Monitoring draft report
- Capture lessons learned
- Prepare and finalise Monitoring presentation to the CCT in the format agreed with the CCT

### **B.1.5 MONITORING LESSONS LEARNT**

This service includes the following activities:

#### **a) Conduct and finalise a review and lessons learnt of the Monitoring of a defined urban development [framework] policy/strategy/framework/intervention/programme/project and or system, with the CCT intervention/programme/project manager:**

- Draft a framework for the review & lessons learnt of the Monitoring process, with the CCT
- Conduct Monitoring review, with the CCT
- Prepare and finalise Monitoring review and lessons learnt report, incorporating inputs made by

review meeting participants

- Prepare and finalise Monitoring review and lessons learnt presentation, to the CCT in the format agreed with the CCT

### **B.1.6 MONITORING SYSTEM DESIGN AND TRAINING**

This service includes the following activities:

#### **a) Design Monitoring system for defined policy, strategy framework, intervention/programme/project and conduct training on how to implement Monitoring system, with the CCT:**

- Review what Monitoring systems already exist and their strengths and weaknesses – in terms of demand (the actual use of Monitoring information) and supply (the technical quality of monitoring information reports), as well as reporting requirements – document the processes/findings, and prepare a report for the CCT
- Develop an action plan for implementation of a Monitoring system for a defined policy, strategy, framework, programme and or project in the CCT, including but not limited to setting in place Monitoring processes, procedures and use of the information, structural arrangements to ensure Monitoring objectivity and quality; and institutionalizing programme/project Monitoring, and framework for reviewing on-going implementation of a Monitoring system
- Design monitoring system for defined programme/project, with the CCT
- Prepare inputs to existing operational systems for inclusion of Monitoring elements
- Conduct training in Monitoring system implementation and maintenance on CCT Monitoring system.

### **B.1.7 EVALUATION PLANNING AND PREPARATION**

This service includes the following activities:

**Plan evaluation for defined CCT urban development policy, strategy, frameworks, intervention/programme/project. This involves:**

- Develop a Theory of Change as required, with the CCT
- Develop a policy/strategy/framework/intervention/programme/project logic model as required, with the CCT
- Develop an evaluation plan. The evaluation plan is a high-level overview of the evaluation planned for a policy/strategy/framework/intervention/programme/project. The evaluation plan should include key questions that cover the CCT's core evaluation issues, the proposed method of evaluation (i.e. implementation or outcome), the indicators, data sources and methods of data collection (stipulate if same or different from the monitoring data), information on baseline data required and timelines for data collection
- Review existing work and documentation pertaining to the programme, intervention and/or project, with the CCT and in line with the goals of the evaluation
- Use (or if not there, prepare) policy/strategy/framework/intervention/programme/project goals and objectives and prepare intervention/programme/project logic model or similar, with the CCT
- Prepare and finalise appropriate design for the Evaluation process in line with the goals of the policy/strategy/framework/intervention/programme and/or project, the purpose of the policy/strategy/framework/intervention/programme/project evaluation plan, as well as budget available, with the CCT
- Finalise Evaluation implementation plan – including ago timelines, responsibilities

### **B.1.8 EVALUATION DATA COLLECTION**

This service includes the following activities:

#### **a) Preparation for Evaluation data collection:**

- Devise Evaluation data collection strategy and methodology (including the what, when, how & who) and sample size
- Design and set up a database or appropriate data/information analysis infrastructure for Evaluation, in agreement with the CCT to achieve the research objectives

#### **b) Collect Evaluation data:**

Collect Evaluation data, guided by the monitoring plan/evaluation plan agreed with the CCT. This could include primary and secondary research, conducted at different geographic scales. Primary Evaluation and impact assessment research data can be collected using questionnaires, interviews, focus groups and direct observation. Secondary Evaluation and impact assessment research data can be collected through document sourcing and reviews. City data, third party data; social media sentiments etc. Conduct primary and secondary evaluation research data collection across any of the geographic scales outlined in A.2.b above.

### **B.1.9 EVALUATION DATA ANALYSIS**

This service includes the following activities:

#### **a) Analyse Evaluation data:**

- Prepare evaluation data for analysis – capture, organise, clean, screen, code and quality control all relevant data from primary and secondary research
- Conduct analysis of the data – including survey and other data – as agreed with the CCT

#### **b) Impact Evaluation:**

- Conduct Impact evaluation – including but not limited to environmental, social, and economic impacts. Note in this context environmental does not refer to Environmental Impact Assessments (EIAs), or Social Impact Assessments and Economic Assessments in the technical application of these specialised assessments. The use of environmental, social and economic in this context is with reference to a particular CCT's programme/project's change impact (positive or negative) on either one or a combination of the dimensions of urbanisation in terms of the environmental (physical, spatial, natural and built), social and economic components.
- Impact evaluation may have established for example whether the intervention had a welfare effect on individuals, households, and communities, and whether this effect can be attributed to the concerned intervention.
- Impact evaluation asks the question: To what extent has the intervention produced results at outcome and impact levels?

### **B.1.10 EVALUATION REPORTING**

This service includes the following activities:

#### **a) Prepare Evaluation Report:**

- Draft and finalise an Evaluation report, including background/context, Evaluation framework, methodology (and limitations if any), draft findings, conclusions and recommendations for the CCT
- Gather feedback from all stakeholders on contents of the Evaluation draft report
- Capture initial/high-level lessons learned
- Prepare and finalise Evaluation presentation to the CCT in the format agreed with the CCT

### **B.1.11 EVALUATION LESSONS LEARNT**

This service includes the following activities:

#### **a) Conduct and finalise a review and lessons learnt of the Evaluation of a defined urban development policy/strategy/framework/intervention/programme/project and/or system, with the CCT intervention/programme/project manager:**

- Draft a framework for the review & lessons learnt of the Evaluation process, with the CCT
- Conduct Evaluation review, with the CCT
- Prepare and finalise Evaluation review and lessons learnt report, incorporating inputs made by review meeting participants
- Prepare and finalise Evaluation review and lessons learnt presentation, to the CCT in the format agreed with the CCT

### **B.1.12 EVALUATION SYSTEM DESIGN AND TRAINING**

This service includes the following activities:

**a) Design Evaluation system for defined policy, strategy, framework, intervention/programme/project and conduct training on how to implement Evaluation system, with the CCT:**

- Review what Evaluation functions already exist and their strengths and weaknesses - in terms of demand (the actual use of Evaluation information) and supply (the technical quality of evaluation reports), as well as reporting requirements – document the processes/findings, and prepare a report for the CCT
- Develop an action plan for implementation of an Evaluation system for a defined policy, strategy, framework, programme and or project in the CCT, including but not limited to setting in place Evaluation processes, procedures and use of the information, structural arrangements to ensure Evaluation objectivity and quality; and institutionalizing programme/project Evaluation, and framework for reviewing on-going implementation of an Evaluation system
- Design evaluation system for defined programme/project, with the CCT
- Prepare inputs to existing operational systems for inclusion of Evaluation elements
- Conduct training in Evaluation system implementation and maintenance on CCT Evaluation system.

**Please note:** Training must be aligned to proven Monitoring & Evaluation framework and training standards. Service Provider must be able to provide a certificate of attendance. Where a non-CCT venue is used, the Service Provider is responsible for all logistics and costs, including training support, materials, etc.

## **B.2 FEASIBILITY STUDY**

**Please note:** A feasibility study is understood to be a definition of a problem or opportunity to be studied, an analysis of the current mode of operation, a definition of requirements, an evaluation of programme or project alternatives, and an agreed upon course of action. Dimensions of a feasibility study may include assessments of:

**viability** (e.g. economic, state of technology know-how or institutional readiness),

**desirability** (e.g. alignment to strategic objective), and financial and technical (e.g. will a technical solution work)

**feasibility.** (Note to Tenderers: Tenderers must be prepared to conduct either one aspect or a more integrated feasibility study using these 3 different lenses, or specify clearly which they are **not** able to provide).

Conduct feasibility study to determine the need for a defined CCT intervention, and make recommendations for the best solution options informed by best practice as well as the specific factors impacting the proposed solution option. Prepare and conduct all due diligence and financial including affordability assessments with a view to compiling a final report including a set of recommendations to the CCT.

**Please note:** All specialised research services in this category are to be quoted by the hour and per level and role of the professional, unless otherwise stated. See Schedule 5.

### **B.2.1 FEASIBILITY STUDY PLANNING**

This service includes the following activities:

**a) Conduct a needs analysis including assessment of project alignment with the CCT strategic objectives and the project scope:**

- Provide assessment of alignment to CCT strategic objectives including but not limited to CCT ability and capacity to deliver the project/services against the complexity of the project etc.
- Description of the problem requiring the need for the intervention/project, including the extent and urgency of the need
- Provide assessment of resource availability and adequacy thereof, over the life-cycle of the project, including but not limited to how resource limitations may be addressed, with the CCT
- Provide an assessment of the public and private resources and/or capacity that may impact on the project, employing a local/national and regional/international lens to the assessment.
- Identify key stakeholders and develop a stakeholder consultation plan

- Develop feasibility study framework which outlines the benefits in terms of outcomes (if at programme level), the outputs, minimum standards for the outputs, as well as indicators for measuring performance with for example the following indicative outcome categories (Economic, Effectiveness, Efficiency, Equity and Environmental[2]) , including any socio economic targets (if any)
- Outline the proposed scope of the project, informed by elements outlined above, with the CCT

## B.2.2 FEASIBILITY STUDY DATA AND INFORMATION PREPARATION AND COLLECTION

This service includes the following activities:

### a) Data preparation:

- Prepare list of most viable solution options in line with the needs analysis (where required), with the CCT
- Outline the key variables to use for assessing and comparing viable solution options
- Develop data collection strategy and methodology, including the whom what where when and how
- Design and set up a template/database or appropriate data/information analysis infrastructure, in agreement with the CCT to achieve the research objectives

### b) Data collection:

Collect data and information on intervention options, guided by the requirements and using the data collection strategy agreed with the CCT. This could include primary research using questionnaires, interviews, focus groups, and direct observation and/or secondary research using document review, etc.

- Primary feasibility study research – local/national
- Primary feasibility study research – regional/international
- Conduct secondary research – using document review etc.

## B.2.3 FEASIBILITY ANALYSIS

This service includes the following activities:

### a) Market Analysis:

Undertake analysis of:

2 Note: KPI categories are defined in terms of value for money (VfM) as follow:

- **Economy:** Identify the costs of the inputs needed for the project e.g. unit costs of staff, materials or equipment. Note that this includes both support costs and direct costs to project participants. The aim of this is to achieve the minimum cost for the inputs of the required quality.
- **Efficiency:** Calculate the cost of achieving each unit indicator at the output level i.e. what output you get for the inputs you put in. Endeavour to maximise the given output for a given input.
- **Effectiveness:** Estimate the cost of translating the project's outputs into the project's outcomes. It requires a project's Theory of Change to be evidence-based.
- **Equity:** Refers to whether the project is addressing social or economic disparity. It is a cross-cutting principle to consider throughout a VfM analysis. Equity can critically influence VfM. The sustainability of an intervention (and of its impacts in the long-run), can be determined by establishing if stakeholders feel empowered by an intervention – particularly those who are the most vulnerable. As a cross-cutting element of VfM, equity can cover many aspects, from ethical procurement to programmatic decisions, and may work across different levels, such as:
  - At an 'economy' level, equity might consist of applying sustainable procurement – the cheapest of sustainable options – rather than choosing the cheapest goods. It can also mean a preference for using local producers compared to global ones (importing goods from richer countries).
  - At an efficiency level, equity might contain choosing methods of delivering activities that enhance local economies (for example, by employing community members) even though this delivery choice might be more 'expensive' per activity undertaken.
  - At an effectiveness level, equity might consist of evaluating the relative impacts of an intervention on different population categories, such as more vulnerable populations or women.
- **Environment:** Environmental indicators must measure the impact of City developments and infrastructure delivery on the spatial form, bio-diversity and climate change adaptation. The indicators are measured by comparing the results on the environment against pre-determined strategic objectives at impact level.

- Target market
- Competitors
- Socio-economic profile, including BBEE participation including Women Empowerment, SME (small to medium enterprises) impact, local preferential procurement, community development and job creation
- Demand forecasting, including but not limited to judgemental models, time series methods and causal methods.

#### **b) Options Analysis:**

- Evaluate each intervention option and make recommendation for the most viable intervention option, informed by best practice and make recommendations for the best intervention options informed by best practice as well as the specific factors impacting the proposed intervention option.

#### **c) Due Diligence Specialist Analysis:**

Prepare and conduct due diligence assessments with a view to compiling a final report including a set of recommendations to the CCT. This could include but is not limited to:

- Legal assessment
- Site specific matters including but not limited to issues related to environmental, heritage, zoning etc.
- Assessment of socio-economic and technical concerns.

#### **d) Financial Assessment:**

- Conduct financial analysis of best intervention option(s) including but not limited to the associated costs, potential income, assumptions made, potential risks, and risk mitigation.
- Construct a project cost model to capture the full potential costs of the most viable solution, - including with the CCT
- Conduct a risk cost analysis for inclusion in the project cost model, including but not limited to identifying the risks and their potential impact, the likelihood of the risks occurring, the potential associated costs of each risk, and strategies for mitigating the risks
- Conduct sensitivity analysis of the project cost model to changes to the assumptions built into the project cost model.
- Prepare draft findings on the affordability of the project in the long run, including but not limited to accounting for associated costs and potential revenue.

### **B.2.4 REPORTING ON FEASIBILITY STUDY**

This service includes the following activities:

#### **a) Draft and prepare final report and documentation on the feasibility study, including:**

- Draft and finalise feasibility study report outline, with the CCT
- Draft and finalise report on the feasibility study, including but not limited to details of the methodology, compliance etc.
- Prepare and deliver feasibility study presentation, in the format agreed by the CCT.

### **B.2.5 LESSONS LEARNT OF FEASIBILITY STUDY**

This service includes the following activities:

#### **a) Conduct and finalise a review and lessons learnt of Feasibility Study of a defined urban development intervention/programme/project and/or system, with the CCT:**

- Draft a framework for the review and lessons learnt of the feasibility study process, with the CCT
- Conduct feasibility study review and lessons learnt, with the CCT
- Prepare and finalise feasibility study review and lessons learnt report, incorporating inputs made by review meeting participants.
- Prepare and finalise feasibility study review and lessons learnt presentations to the CCT in the format agreed with the CCT.
- Recommendations on way forward for the CCT

### **B.2.6 FEASIBILITY ADVICE AND TRAINING**

This service includes provide any feasibility study advice and/or training on software or other tools/methods.

Includes:

- a) providing timely and reliable advice to assist with analysing development potential, and
- b) provide training on best practice in fixing the scope and structure of a feasibility study, analysing technical, economic, commercial and financial feasibility and linking feasibility study to the strategic plan of the organisation. All training material and documentations to be supplied to the CCT

### **B.3 COST BENEFIT ANALYSIS**

Cost benefit analysis deals with the optimisation of resource allocation in the context of resource scarcity. It is a framework for informing decisions about how resources should be used by assessing the relative desirability of competing alternatives. In the public sector, cost benefit analysis is used to weigh the economic value of the benefits of a given project or programme against the project's costs. It does this by quantifying the streams of costs and benefits associated with different projects and determining the present value of these costs and benefits. The present value of benefits is weighed against the present value of costs (utilising indicators such as net present value and internal rates of return) to provide an indicative sense of the possible benefits of a project.

Please note: All specialised research services in this category are to be quoted by the hour and per level and role of the professional, unless otherwise stated. See Schedule 5.

#### **B.3.1 COST BENEFIT ANALYSIS PLANNING**

This service includes the following activities:

**a) Plan the cost benefit analysis, with the CCT and in line with the objectives:**

- CCT will advise on the programme or project to be selected for the application of cost benefit analysis
- Identify, in consultation with the CCT, the key objectives of the selected project and the need which it responds to, developing a theory of change for how the project aims to meet this need.
- Specify the assumptions underpinning the theory of change for the selected programme or project
- Clearly describe the nature of the intervention, defining key activities and inputs
- Prepare approach and methodology to undertake cost benefit analysis

#### **B.3.2 COST BENEFIT ANALYSIS DATA AND INFORMATION COLLECTION**

This service includes the following activities:

**a) Preparation and planning for cost benefit analysis data collection:**

- Identify the direct and indirect (socio-economic) benefits associated with the selected project and the timing of these benefits
- Identify the relevant indicators/data that will be required to measure the benefits of the project and determine the data sources that may be used (reference should be made to the to the indicative outcome categories outlined in footnote 2 above).
- Identify the direct (financial) costs and benefits of the selected project.
- Identify any additional costs or externalities arising from the selected project and identify relevant indicators or data to measure these costs
- Design and set up a database or appropriate data/information analysis infrastructure for cost benefit analysis, in agreement with the CCT to achieve the research objectives

**c) Cost benefit analysis data collection:**

Guided by the methodology and focus agreed with the CCT, use primary and secondary research to collect data, including:

- Collect financial data (including operational and capital expenditure, debt servicing and revenue generation) from the CCT for the selected project. This should also include financial data on future cost flows. If the project has yet to be initiated, revenues will need to be forecast.
- Collect secondary data on the socio-economic benefit and costs (this may include direct incomes or savings, but should also include measures of job creation and beneficiary welfare)
- Quantify all the costs and benefits that are reflected in secondary data

- Where required, undertake primary research, to quantify indirect or hidden costs and benefits. This may include positive or negative externalities and opportunity costs.
- Assign a common monetary value (in the same price base) to the quantified costs and benefits

### **B.3.3 CONDUCT COST BENEFIT ANALYSIS**

This service includes the following activities:

- a) **Conduct cost benefit analysis of the data gathered, with the CCT and objectives of the research (reference should be made to the indicative outcomes categories in footnote 2 above):**
  - Discount project costs and benefit streams to present values
  - Calculate a measure of project value, including Net Present Value (NPV); Internal Rate of Return (IRR), Benefit Cost Ratio and Cost Effectiveness
  - Undertake sensitivity analysis on the cost and benefit streams. This should be based on risk factors to the assumptions of the project as discussed with CCT
  - Compare the economic value of the selected project or course of action with the next best alternative
  - Interpret the findings of the cost benefit analysis and provide recommendations to the CCT as to whether, in an ex ante cost benefit analysis, the project should proceed, or, in an ex post analysis, whether the project was successful and should be continued or replicated.

### **B.3.4 PREPARE AND FINALISE REPORT ON COST BENEFIT ANALYSIS**

This service includes the following activities:

- a) **Prepare Cost Benefit Analysis Report and Presentation:**
  - Draft report on the cost benefit analysis, including approach, methodology (and limitations if any), draft findings, conclusions and recommendations for the CCT
  - Gather cost benefit feedback from all stakeholders (including project managers and beneficiaries) on contents of the cost benefit analysis report
  - Integrated cost benefit analysis feedback and finalise report and recommendations for the CCT
  - Prepare and finalise cost benefit analysis presentation in the format agreed with the CCT

### **B.3.5 LESSONS LEARNT OF COST BENEFIT ANALYSIS**

This service includes the following activities:

- a) **Conduct and finalise a review and lessons learnt of cost benefit analysis of a defined urban development programme/project, with the CCT:**
  - Draft a framework for the review and lessons learnt of the cost benefit analysis research process, with the CCT
  - Conduct review and lessons learnt of the cost benefit analysis, with the CCT
  - Prepare and finalise cost benefit review and lessons learnt report, incorporating inputs made by cost benefit analysis review meeting participants
  - Prepare and finalise presentations to the CCT in the format agreed with the CCT.

**Note:** All raw and processed data to be handed to the City and will form part of the CCT's intellectual property.

### **B3.6 COST BENEFIT ANALYSIS ADVICE AND TRAINING**

This service includes provide any cost benefit analysis advice and/or training on software or other tools/methods.

Includes:

- a) providing timely and reliable advice to assist with analysing potential benefits of developments, and
- b) provide training on best practice in conducting cost benefit analysis and/or use of the latest software technologies, tools or methods in conducting cost benefit analysis. All training material and documentations to be supplied to the CCT

## **B.4 URBAN DEVELOPMENT RELATED MODELLING**

Model aspects of a programme, project or product/process – including a.o. - sustainable resource management, economic modelling, systems modelling, demographic modelling/projections, operational /conceptual integration into existing local, regional and national systems/processes, spatial models, resourcing and financial modelling of decisions, with the CCT.

**Please note:** The model must be compatible with the CCT systems and databases. It is imperative therefore that the CCT is consulted with respect to existing systems and databases in use prior to any modelling design.

**Note to Tenderer:** Modelling here may include linear modelling (e.g. regression models and time series analysis), non-linear modelling (e.g. artificial neural networks, spatial statistical model etc.), random modelling, simulation modelling and decision modelling. The CCT will determine the type of modelling required for a project. The successful tenderer will therefore be able to or have the ability to source expertise to conduct the required modelling type.

**All specialised research services in this category are to be quoted by the hour and per level and role of the professional, unless otherwise stated. See Schedule 5.**

### **B.4.1 CONCEPTUALISATION AND PLANNING OF AN URBAN DEVELOPMENT ISSUE MODEL**

This service includes the following activities:

**a) Conceptualise and plan development of an urban development related model, with the CCT and in line with the goals and objectives of the project:**

- Conduct background research on relevant examples of work done within the City and elsewhere - including international best practice - to inform the objectives of the specific urban development related modelling exercise
- Outline purpose, approach and scope of the model, including key concerns/questions to guide construction of the modelling exercise, key theories/hypotheses and assumptions, key variables, co-variants and other relevant relationships, with the CCT and in line with the purpose and scope of the urban development related model.

**b) Provide advice and guidance on existing and planned models**

- Provide research advice and guidance to the CCT on planned or existing models
- Provide assistance on a particular system that requires new ways of working.

### **B.4.2 URBAN DEVELOPMENT ISSUE RELATED MODELLING DATA PREPARATION AND COLLECTION**

This service includes the following activities:

**a) Develop a theoretical framework for the model**

- Describe the theoretical underpinnings of the model including spatial components based on best practice analysis, in agreement with the CCT

**b) Identify and collect data requirements for an urban development issue related model:**

- Conduct a data audit. The audit could include determining the source of data, business process through which the data is created and final custodian of data, nature of data (raw or manipulated for value add), methodology and risks associated with "live" data sets, measurement unit, frequency of data gathering and frequency of updates (stagnant, periodic or continuous), compatibility with live data sets, current end users of data sets
- Identify core data requirements, including relevant equations and calculations for execution of an urban development model
- Devise data collection strategy (including the what, when, where, how & who)
- Design and set up a geo-referenced database or urban development related model data structure, in agreement with the CCT to achieve the research objectives

**c) Collect urban development related modelling data:**

- Compile the relevant data, using either primary and/or secondary research
- Capture data and ensure spatial reference

**d) Develop and test an urban development issue related model:**

- Compose and test relevant script and workflow using the appropriate tools for the relevant urban development issue related model including a.o. spatial model, transport model, energy and carbon model, demographic model, financial model, economic modelling, water model, infrastructure planning, and other advanced statistical analysis.

**e) Determine data requirements for future modelling**

**B.4.3 URBAN DEVELOPMENT RELATED SCENARIO BUILDING AND SENSITIVITY TESTING FOR FORECASTING**

This service includes the following activities:

- a) Construct flexible scenarios with changeable assumptions appropriate to the focus of an urban development related model
- b) Conduct sensitivity testing informed by the scenarios and defined parameters appropriate to the focus of an urban development issue related model
- c) Undertake scenario building or piloting on a new model/ or testing a new model/ algorithm

**B.4.4 REPORT ON URBAN DEVELOPMENT ISSUE RELATED MODELLING**

This service includes the following activities:

- a) Prepare a report on urban development related modelling project:
  - Draft report, including approach, methodology (and limitations if any), draft findings, conclusions and recommendations for the urban development model
  - Gather feedback from relevant stakeholders on contents of the draft report and an urban development issue related model, with the CCT
  - Integrate feedback and finalise report and recommendations for the CCT
  - Prepare and finalise presentation on an urban development related model in the format agreed with the CCT
  - Document the development and all related processes of the model

**Note:** All raw and processed data to be handed to the City and will form part of the CCT's intellectual property.

**B.4.5 TRAINING ON THE USE AND UPDATE OF MODEL**

This service includes the following activities:

- a) Conduct training in the use and update of an urban development issue related model on the CCT system, with the CCT:
  - Conduct training in implementation and maintenance of an urban development issue related model, on CCT information/data management system.
- b) Conduct training on the updated or proposed model

**Please note:** Training must be aligned to proven training standards. Service Provider must be able to provide a certificate of attendance. Where a non-CCT venue is used, the Service Provider is responsible for all logistics and costs. All training material and documentations to be supplied to the CCT

**13.3 Allocation of Work**

The allocation of work will be according to the CCT approved service provider's ability to deliver on either the 5 standard research services set out in Part A and/or the service provider's capacity to deliver on at least one of the 4 components of specialised research services listed in Part B – depending on

which panel(s) the service provider is appointed to as follow:

The award of work per project, in terms of the allocation of work of this corporate tender will be based on the following:

- A project specification will be prepared by the relevant Project Manager and the Directorate/Department's financial approval obtained.
- The specifications must outline clearly the project deliverables, the scope of the project, requirements and timeframes and the criteria and minimum standard against which the proposal will be measured.
- The Project Manager (PM) /Contract Manager (CM) of the Research Branch, Policy and Strategy Department (P&S), Corporate Services will send the project scope of work via email to all the service providers who are on the CCT approved panel for either Part A, Part B.I, B.II, B.III or B.IV as appropriate, to obtain a written detailed response and quotation, using the tender fixed rates for the appropriate year/s.
- Responses to a CCT request for quotation and related documentation must be submitted within a stipulated timeframe specified by the CCT at the time of the request, via email.
- Scope of work required by the project as per the approved services and tender rates linked to the services and scope: a total price
- Availability of the service provider to start and complete the project to match the CCT project time requirements.
- The Project Manager (PM) /Contract Manager (CM) of the P&S Department will liaise with the CCT project manager and co-ordinate a Bid Evaluation Committee (BEC) meeting to review the written submissions.
- Functionality criteria per project will be developed to match the specification which will be evaluated by members of the BEC with regards to proven experience and expertise of the project manager and the service provider's team, including the proposed personnel to be used for the project and their tasks, their expertise and the number of years working for the company and their degree of responsibility during the last five years. Key personnel must be completed in a schedule, detailing the proposed service provider team / individuals and including clear project manager.
- The response must also submit supporting information about the relevant number of completed equivalent projects delivered in the same field.
- The review will also consider the availability, match to scope of work and specific project budget as well as fixed price. The responsive service providers will then be evaluated in terms of the preferential procurement using the 80/20 principle as per this tender. The **current** B-BBEEE status of each of the service providers (at the time of when the project is advertised and the allocation of the work) will be considered.
- A recommendation report will be prepared by the Directorate/Department and referred to the Bid Adjudication Committee (BAC).
- The Project Manager (PM) /Contract Manager (CM) of the P&S Department will manage and monitor the tender and submit a summary report on a quarterly basis to the Director: Planning and Strategy Department (P&S) and Director: Supply Chain Management on the orders allocated and project status in terms of the tender.

The tender and award of work per project will be managed and monitored by the Project Manager (PM)/ Contract Manager (CM), the respective CCT Directorate/Department or functional area project manager and the respective Directorate/Department Finance Manager/s.

The project implementation will be managed by the City of Cape Town Project Manager for the particular project.

### **13.4 Objectives of the standard and specialist research services that may be needed on an urban development issue**

5.4.1 The objectives of the research on an urban development issue include but are not limited to:

1. To provide professional recommendations and inputs to the CCT related to the urban development research and/or the policy, strategy, framework, programme/project or service.
2. To inform City preparation, scoping or research into a cross-cutting theme, research theme or issue
3. To provide urban development research information of policy outcomes, or services or programmes/projects (initiatives, interventions or services) implemented by the CCT and its

partners, for example other spheres of government, business, non-governmental or community organisations. All of the urban development research will be conducted in the CCT's jurisdictional area i.e. within the Cape Town municipal area unless specified differently and in line with the objectives of the research. The research may have a defined spatial area in Cape Town or be for Cape Town as a whole, or for the Cape Town city-region, i.e. including the 6 neighbouring municipalities.

4. To provide an assessment of whether the policy outcomes, programme or service is improving or deteriorating.
5. Assess whether a programme/project is meeting its goals and objectives, and how it can be improved either in its design and/or implementation, to meet the CCT objectives
6. To propose policy, programme or service improvements based on the research findings.
7. To identify all possible opportunities, problems and constraints associated with a possible future action by the CCT
8. Assess impacts (costs, benefits and risks) for the CCT that are associated with specific proposed solution options
9. To better understand the particular social, economic, cultural etc. factors that shape a particular urban development dynamic, and which shape the outcomes of the CCT intervention and/or may impact on how an intervention is viewed and/or received
10. To get a better understanding and insight into whether an urban development project may be needed, and/or how an existing intervention can be made more effective through learnings gained from ongoing monitoring and evaluation.
11. To assist to identify those aspects of the policy, strategy, framework, programme or service requiring attention in order to inform the implementation of the necessary actions and priorities for the future.
12. Through impact assessment –using a range of approaches and lenses – gain better understanding of the impact of an urban development project/programme/process on the urban landscape or the people in an urban environment.
13. Through cost benefit analysis, understand the relative economic value of competing project options.
14. Assist the City to decide between several options, depending on the feasibility of intervention options in relation to the specific CCT directorate/department/programme goals and objectives
15. To understand who are the stakeholders that may be impacted by a specific CCT intervention, and how they may be impacted by an action/programme and/or CCT policy
16. To improve conceptual understanding of how a potential new service and/or process may interact with and impact on existing operations and/or resources, through urban development related modelling of different iterations of impact.
17. To inform decisions about whether to stop, continue or change a policy, programme and/or intervention.

5.4.2. Research on urban development issues/phenomena may be requested to be undertaken from but is not limited to, the following of the CCT functional areas:

- Office of the Executive Mayor
- City Manager's Office
- Community Services & Health (City Health, Library & Information Services, Planning and Development, Recreation & Parks, Social Development & Early Childhood Development)
- Corporate Services (Communications, Customer Relations, Executive and Council Support, Human Resources, Information and Knowledge Management, IS&T, Legal Services, Organisational Effectiveness & Innovation, Organisational Performance Management, Policy & Strategy, Resilience)
- Economic Opportunities & Asset Management (Enterprise & Investment, Facilities Management, Property Management)
- Energy & Climate Change (Electricity Generation & Distribution, Energy & Climate Change, Sustainable Energy Markets)
- Finance
- Human Settlements
- Transport for Cape Town (Integrated Transport Portfolio, Network Management, Public Transport Operations, Road Infrastructure & Management, Transport Planning)
- Safety & Security

- Spatial Planning & Environment
- Urban Management
- Water
- Waste Management

### 13.5 Deliverables

**Please note:**

As outlined in Section 5.2 above, this is a corporate CCT tender for a five-year period which will allow different CCT functional and service Departments/Areas to undertake research on an urban development issue as needed and specified in terms of business planning, integrated planning or service delivery programmes.

As an outcome of this tender the CCT will have an approved panel of service providers who match the CCT specifications to undertake standard research services, and the 4 specialised research services, i.e. a total of 5 panels. As and when needed, CCT Department research project managers will then request a more detailed and refined quotation for a specific urban development scope of work from service providers on one or more of the CCT approved panels of service providers, for the specific research services required.

As per above, to prepare a more detailed quotation and accompanying submission to respond to a request from the CCT to match the requirements for the specific urban development issue research or research related services required. The urban development issue research is to be completed as per the specific project requirements as outlined in the specific scope of work for a 60-month period from the time of commencement.

Please note: This corporate tender can be used by a cross-section of CCT Directorates and Departments, working in a range of different subject fields. For the purposes of this corporate tender on urban development research, all content areas are treated as equal.

#### 13.5.1 Deliverables - Part A

##### A1. Planning and preparation

1. Draft and prepare a Terms of Reference (TOR) for a current or follow-up research for the CCT. This is to include up to 3 edit reviews before finalisation of the TOR for handover to the CCT.
2. Undertake a literature review by drawing on existing studies or documentation to investigate a specific urban development issue which may inform the construction of a research plan, or help put results into a better perspective or clearer context. Extract lessons learnt for CCT, with specific reference to the issue(s) and specific site(s)/locations(s) in Cape Town
3. Prepare an urban development research approach, scope, and/or methodology proposal that includes but is not limited to research question/s or problem statement/s, research objectives, proposed research variables and measures, research design, etc. - as per the CCT requirements.

The research may be one of the following types of designs (but not limited to these listed below):

- Research Review – e.g. rapid, scoping, full systematic review
- Cross-Sectional Survey (data are collected at one point in time from a sample selected to represent a larger population)
- Longitudinal Survey of the following type:
  - Trend: Surveys of a sample population at different points in time
  - Cohort: study of same population each time data is collected
  - Panel: collection of data at various time points with the same sample of respondents.
- Qualitative research, including direct observation and textual/documentary analysis

Other research design elements of urban development research may need to be explored in terms of the approach, methodology and related planning as per CCT requirements.

4. Prepare a detailed urban development research implementation plan for the appropriate

geographic scale/scope, to meet the CCT research objectives. The plan can be for a survey-based quantitative study or one that includes both quantitative and qualitative research approaches and data, or qualitative research only. The detailed plan is to include but is not limited to a schedule of key tasks, a description of what will be done and by whom and times (including details of time of day survey research will be implemented), user profile, survey quality control.

5. Prepare detailed data collection plan in which to identify the different types of data to be collected, how it will be collected and from which sources, to respond to specific requirements of the urban development issue research. This includes a data collection plan for how, where and by whom data will be collected for secondary research on an urban development issue.

## **A2. Primary and secondary urban development research deliverables**

6. Design and prepare urban development research data collection instrument/s (e.g. questionnaires, interview schedules and/or discussion guides, guides for direct observation, for textual analysis, and stakeholder mapping and stakeholder consultation), with the CCT project manager, for the research target groups, in accordance with the objectives of the study. This service may also involve reviewing and updating an existing instrument used by the City.

The main types of survey instruments are anticipated to be for self-administrated, face to face or telephonic surveys.

The form of the required urban development issue research survey instrument/s may be paper based and/or electronic.

For the research service of developing a focus group discussion guide, the service provider should ensure that the methodology to be used to select the participants in the focus group discussions is included.

The survey instrument may include gathering information on one or more of the following question categories for the sample of respondents (but not limited to):

- Attributes - Personal or demographic characteristics (e.g. age, income, occupation).
- Factual information - Respondents' profile e.g. own or not own a private vehicle
- Attitudes - Respondents' views, perceptions, or feelings.
- Beliefs - What respondents think is true; their perception of reality
- Opinions - Respondents' belief about matters (commonly considered to be subjective)
- Behaviour - What respondents do (present, past, or future).

The survey instrument may include a range of types of measures and scales to be used including but not limited to Likert ratings, binary choice, multiple choice, preference rankings.

A focus group discussion guide with questions to meet the research requirements of the CCT. The focus group discussion guide should provide guidance for the research focus group moderators on the research objectives, brief respondent profile, where and when interviews take place, the research topics, questions and activities. It should also give guidance on how to facilitate the focus groups, the overall plan for how the discussion should flow, how to handle difficult situations, and guidelines for effective facilitation and note taking. The guide should also contain the appropriate focus group forms, including the verbal consent script, which can act as a sign-in sheet for the focus groups.

A guide for direct observation sessions should include what approach for observation will be used – e.g. participant observation, immersion, unstructured direct observation, structured observation, (or photographs of physical settings) etc. – and clarify why this is best suited for answering the research questions or best suited for the research setting/context(s). It should specify level of analysis – i.e. will observations be conducted at community level (walk around, do a map, go to markets, stores, places of worship), neighbourhood/compound level, (types of buildings, where walls are, how used), household/event, or the level of the individual. Where needed, set benchmarks for assessing what is being observed; and provide templates to ensure a group of observers will focus on similar elements.

A guide for content analysis should outline how the content (i.e. maps, photos, audio clips, video recordings) will be approached in order to distil information and meaning on an urban development

issue a.o. – what kinds of documents to focus on, captured how and within which time-frames, which speakers/authors (and types of publications), the level of analysis (i.e. single keywords/images and/or combinations of words/phrases or elements within a map or photo, what to do with related words/phrases and/or elements within a photo or map as well as how coding will be done (human or computer), and rules of coding, etc. – with the CCT to achieve the objectives of the research.

A guide for compiling the list of stakeholders which outlines the key variables – including but not limited to unit of analysis (individual/group/organisation/household), interest, geographic scope, etc. – that guides the compilation of the stakeholder list.

A guide for stakeholder consultations, which outlines how stakeholders are identified and how the consultations are approached, as well as the interview guide for the stakeholder consultations.

Allow for 3 draft iterations and editing in the cost of the data collection instrument/guides and/or reports, before finalisation.

The service provider is to ensure that the CCT approved data collection instrument or related research documentation is translated to high standard from English into another language/s as may be required.

7. Construct an appropriate, representative and cost effective sample for the research on an urban development

issues. Sample to meet the following minimum requirements:

- Appropriate to match research requirements and outputs (e.g. research targets may be defined, or provided by the City; selection criteria to be used or random survey in a defined area)
- Comprise sufficient respondents in order to allow for stratification by user / interest group if and as needed.
- A description of the required sample size and the sample size formula to be used to be stated.
- The procedure for selecting the sample to be clear and stated
- Where appropriate, representative to allow for at least 95% confidence in deductions to be made from the data about the universe.
- Sampling to ensure that the results are reliable and valid.
- As cost effective and efficient sampling approach and methods as possible

8. Pre- surveys to test the research instrument or any specific element of the urban development issue research methodology (including in different languages). The pre-survey should relate to the scope, scale and size of the planned urban development issue research survey (i.e. site specific, local area, city wide, and/or city region. Conduct urban development issue research fieldwork using the methods approved by the CCT in relation to the research, for example face to face interviews, telephonic interviews, focus groups, direct observation, textual analysis, industry review, remote data collection using voice, video and text messaging, etc.

ALL elements of fieldwork and ALL the related fieldwork costs required to achieve the CCT urban development issue survey objectives and requirements MUST BE INCLUDED in the prices supplied in this tender in Schedule 5. This therefore means that all transport costs, equipment, tools, catering (in the case of focus groups) etc. should be accommodated for. However, where venues are concerned, CCT facilities should be used in the first instance (or that of the neighbouring municipality where fieldwork is not within the CCT boundaries). If not, the venue costs will be at the Service Provider's own expense.

All of the research will be conducted in the CCT's jurisdictional area i.e. within the Cape Town municipal area, unless explicitly stated otherwise and in line with the objectives of the research.

Note: provision must be made for surveys to be conducted in English, Afrikaans and/or isiXhosa and other languages/s as needed. Allowance must be made for a minimum 10% check on the surveys to ensure the accuracy of the surveys.

9. Conduct focus group discussions to respond to CCT's specific urban development issue research requirements as requested, or to complement a research survey.

10. Conduct sessions where research targets/urban development phenomena can be observed directly and behaviour interpreted and/or incidents recorded in line with the methodology approved by the CCT.

Please note: All the arrangements for the direct observations and focus group discussions including an appropriate venue (own or municipal venue to be considered in the first instance and if not available, the service provider is to arrange for a suitable venue to service provider's cost; venue to accommodate universal access); facilitation, any translations, transport, logistics and the provision of a suitable venue to be included.

The focus group discussions need to be conducted in Afrikaans, English and isiXhosa or any other language/s as may be required. Note that focus groups will be of varying size and duration. The Service Provider is to ensure its resource persons have the appropriate skills (including language skills where required) to engage in direct observation sessions.

Provision is to be made for City staff to observe the focus group discussions, and where appropriate the direct observations. Translation services to be provided if and as required for those observing the discussions.

11. Undertake content analysis and draft and finalise a report on the range of qualitative materials accessed and created, the data and/or information distilled and the meaning extracted on an urban development issue/phenomenon, in line with the methodology agreed with the CCT and
12. Prepare a draft and finalise a report in which all potential stakeholders are listed (stakeholder mapping), including the nature of their interest in the outcome of an urban development issue, and their potential to influence the outcome on an urban development issue/phenomenon. This is to include up to 3 edit reviews before finalisation of the report and the preparation of all related research data, information, tools and related documentation for handover to the CCT.
13. Draft and finalise a report on the stakeholder consultations conducted. This is to include up to 3 edit reviews before finalisation of the report and the preparation of all related research data, information, tools and related documentation for handover to the CCT.
14. Undertake preparation of primary research data: capture the urban development issue research data from – including but not limited to - surveys, interviews, focus groups, direct observations, textual/document analysis etc. - in a format and using a medium and method agreed by the CCT.
  - This is to include as needed:
  - Preliminary processing and any data and information cleaning;
  - Data logging and developing a code book and coding the data;
  - Developing and documenting a database structure that integrates the range of data
  - Capturing the data into an electronic format
  - Conducting data quality checks and remedial actions
  - Transforming the data.

The data preparation will be for all data collected including self-administered, face to face, or telephonic surveys, focus groups, direct observation and content analysis

For focus group discussions, where necessary translate the focus group discussions and ensure that transcripts (electronic and paper copies) of the focus group discussions are available for the CCT in an agreed data and information format.

15. Collate the primary research data and information on an urban development issue and prepare data in summary tables or other relevant database software and formats, including for qualitative analysis. More specifically:
  - Tabulate and disaggregate quantitative urban development research data and prepare summary tables with analytical commentary
  - Organise qualitative urban development research data in-line with the research questions and analytical framework, and prepare written preliminary analytical commentary.

Please note: The service provider must have available software and must have experience and skill in using the proposed software tools to be used in the analysis.

16. Undertake a review of primary research on an urban development issue, and prepare draft and final report. This includes drawing out learnings and better practice recommendations from the elements of the research process and informing future improvements or refinements of the research, in a facilitated workshop or meeting or electronic format; preparation of a review report.

#### ***Secondary research deliverables***

17. Plan secondary research on an urban development issue. This would include reviewing previous work on the urban development issue, developing the scope of the secondary research on an urban development issue – including questions to pose – and developing an approach to the secondary research on an urban development issue.

18. Develop an implementation plan for secondary research on an urban development issue.

Please note: This would include conducting a review of previous work on a particular urban development issue, and agreeing with the CCT on the scope of the research, including what questions the secondary research will seek to answer.

19. Collect data and information from all the relevant and credible sources. Prepare data and information by tabulating and disaggregating the secondary urban development research data and information gathered, and prepare summary tables and narrative descriptions of the data. Please note that this will require quantitative data gathered from various sources to be standardised to a common format, in line with the agreement with the CCT

20. Conduct review of secondary research on an urban development issue in line with frameworks agreed with the CCT, and prepare review report on the secondary research on an urban development issue.

#### ***A3. Primary and secondary urban development research deliverables***

21. Prepare a data analysis plan for the results of primary and/or secondary research on an urban development issue, including of the research survey and the research guides where applicable.

- This should include but is not limited to:
- An outline of the research analysis approach and/or methods.
- The rationale for the choice of analysis and statistics or methods used, including any analysis tools
- A description of the variables, including identification of independent and dependent variables, the statistics which will be used and reported are to be included.
- Any specific survey items which will be combined into scales to be included.
- Statistics to be used to compare groups or relate variables and analysis methods (including spatial) to provide evidence or support for the research question/s are to be included.
- How qualitative data including texts will be analysed including but not limited to frequency and relational analyses of pieces of text in conducting textual analysis.

22. Design and complete a database or appropriate data/information analysis infrastructure tool, as required.

23. Undertake analysis of urban development research survey data, including the application of appropriate statistical tests – including univariate, bivariate, multivariate and inferential statistics - and analysis to meet the CCT research objectives.

24. Undertake integrated analysis of the urban development issues research results –including all survey, focus groups, direct observation, content/textual analysis and stakeholder mapping results - and prepare findings.

This includes any statistical and trends analyses, and spatial analyses as may be required.

25. Prepare and finalise a draft report on the urban development issue research findings, with recommendations for the CCT. This is to include up to 3 edit reviews before finalisation of the report and the preparation of all related research data, information, tools and related documentation for handover to the CCT.

As may be included in the research study project, an urban development issue research report should be prepared which enables conclusions to key research questions to be drawn: for example, these could include but is not limited to:

- A summary overview of main research results/findings
- whether the service experience or quality of life has improved or deteriorated as a result of a City service, initiative or intervention;
- the underlying reasons responsible for aspects of failure or success;
- the contributing factors responsible for perceptions or attitudes with regard to an initiative or intervention
- identifying those aspects of the policy, strategy, framework, programme/project or service requiring attention
- proposing policy, strategy, framework, programme or project informants or improvements based on the research findings.
- proposing whether to maintain, stop or amend a programme, strategy or initiative
- the opportunities, challenges and risks associated with implementation of a potential project related to an urban development issue
- how a potential initiative to address an urban development issue may be integrated into existing infrastructure networks, operations, systems, processes and/or structures within the CCT

26. Prepare a presentation on the research results and present the findings of the study to the CCT
27. Communicate the research findings and recommendations to external stakeholders, using a range of communication forms or tools, and in line with approach and methodology agreed with CCT
28. Finalise documents/reports, PowerPoint presentations, questionnaires, completed responses from the research survey instrument used, observation sheets, focus group discussion transcripts, spatial data and layers (ARC Info format) and any survey related information, and all the raw data in MS Office Excel format (unless otherwise agreed), must be submitted to the CCT the latest within one month of completion of the project or at a time as agreed by the CCT.

Please note: Any data or information specifically developed, captured, analysed and/or reported on for the CCT research on an urban development issue and/or project will be the property of the CCT.

#### **A.4. Training**

29. Train CCT staff (up to maximum of 3) on the use of any software and/or analysis tools used (as needed), and provide all training material and documents.

Please check that deliverables match reflect the specification – e.g. check for A.3 and A.5

#### **13.5.2 Deliverables - Part B (Specialised Research Services)**

Deliverables for Part B include documents and reports – and inputs to documents and reports – relating to the 4 specialised research services components, including

- Monitoring and evaluation that may include preparation for monitoring and evaluation (including formative, mid-term or summative programme reviews (including impact assessments) of various designs as may be required by the project etc.
- Feasibility studies, including but not limited to regulatory, financial and other aspects of feasibility
- Cost benefit analysis
- Urban development modelling

All reports and documents prepared and collected during the different phases of the specialised

research processes must be handed to the CCT. This includes preparatory and planning documents, input documents including data analysis reports, as well as specialist inputs and document and reports, and reports prepared and completed.

**Note to tenderers:** The exact format of and detailed list of deliverables will depend on the specialist research issue at hand.

#### *B.1.1 Monitoring*

1. Prepare and finalise a Monitoring approach and implementation plan, including but not limited to an outline of the approach, theory of change, methodology and design, data, analysis the analysis of the urban development indicators to track and relevant data to collect
2. Prepare draft and finalise monitoring report of policy, strategy, framework, programme, and/or project action related to an urban development issue, with recommendations to the CCT on whether to continue, stop and/or amend. This is to include up to 3 edit reviews before finalisation of the report and the preparation of all related research data, information, tools and related documentation for handover to the CCT.
3. Prepare draft and finalise monitoring report of specific policy/programme/project, with recommendations to the CCT. Impact assessments reports can focus on a range of issues, including but not limited to social, economic, and environmental impact.
4. Prepare draft and final monitoring review report, outlining the strengths and weakness of the Monitoring research process including lessons learned and recommendations for the CCT.
5. Prepare Monitoring training curriculum to allow for maintenance of the Monitoring framework, for the CCT. The Monitoring curriculum must be developed in line with proven Monitoring frameworks and standards. Service providers must be able to provide trainee with a certificate of attendance on completion of the course.

#### *B.1.2 Evaluation*

6. Prepare and finalise an Evaluation approach and implementation plan, including but not limited to an outline of the approach, theory of change, methodology and design, data, analysis the analysis of the urban development indicators to track and relevant data to collect
7. Prepare draft and finalise evaluation report of policy, strategy, framework, programme, and/or project action related to an urban development issue, with recommendations to the CCT on whether to continue, stop and/or amend. This is to include up to 3 edit reviews before finalisation of the report and the preparation of all related research data, information, tools and related documentation for handover to the CCT.
8. Prepare draft and finalise evaluation report and impact assessment report of specific policy/programme/project, with recommendations to the CCT. Impact assessments reports can focus on a range of issues, including but not limited to social, economic, and environmental impact.
9. Prepare draft and final monitoring review report, outlining the strengths and weakness of the evaluation research process including lessons learned and recommendations for the CCT.
10. Prepare Evaluation training curriculum to allow for maintenance of the Evaluation framework, for the CCT. The Evaluation curriculum must be developed in line with proven Evaluation frameworks and standards. Service providers must be able to provide trainee with a certificate of attendance on completion of the course.

#### *B.2 Feasibility Study*

Please note: A feasibility study is understood to be a definition of a problem or opportunity to be studied, an analysis of the current mode of operation, a definition of requirements, an evaluation of alternatives, and an agreed upon course of action. Dimensions of a feasibility study may include assessments of

**viability** (e.g. state of technology know-how or institutional readiness), **desirability** (e.g. alignment to strategic objectives), and financial **feasibility**. Tenderers must be prepared to conduct a more integrated feasibility study using these 3 different lenses, or specify clearly which they are **not** able to provide).

1. Conduct a needs analysis around an urban development issue, and prepare a project scope that would include:
  - Assessment of intervention option(s) with the CCT strategic objectives
  - Assessment of resource availability and adequacy thereof over the project life-time, including how resource limitations will be addressed
  - Assessment of public and private resources and/or capacity that may impact on the project, employing a local/national and regional/international lens
  - Key stakeholders and a stakeholder consultation plan
  - Feasibility study framework which outlines the outputs, minimum standards for the outputs, as well as indicators for measuring performance with the CCT, including any socio economic targets (if any)
2. Undertake data preparation for feasibility study by:
  - Identifying possible intervention options in line with CCT needs
  - Preparing a framework for use in assessing and comparing intervention options for an urban development issue
  - Developing a data collection strategy and methodology, including the what, where whom, when and how of collecting the data
  - Designing and setting up a template/database or appropriate data/information analysis infrastructure, in agreement with CCT.
3. Conduct feasibility study analysis relating to an urban development issue by evaluating each solution option and making recommendations for the most viable solution option, informed by best practice and the specific factors impacting on the proposed solution option.
4. Conduct due diligence analysis and compile a final report including a set of recommendations to the CCT, including but is not limited to:
  - Legal assessment
  - Site specific matters including but not limited to issues related to environmental, heritage, zoning etc.
  - Assessment of socio-economic concerns.
5. Conduct financial analysis of the best intervention options including but not limited to the associated costs, potential income, assumptions made, potential risks, and risk mitigation. This should include:
  - Constructing project cost model to capture the full potential costs of the most viable intervention, including with the CCT
  - Conducting a risk cost analysis for inclusion in the project cost model, including but not limited to identifying the risks and their potential impact, the likelihood of the risks occurring, the potential associated costs of each risk, and strategies for mitigating the risks
  - Conducting sensitivity analysis of the project cost model to changes to the assumptions built into project cost model.
  - Preparing draft findings on the affordability of the project on the long run, including but not limited to accounting for associated costs and potential revenue.
6. Prepare and finalise a report on the feasibility study relating to an urban development issue, with recommendations for the CCT. This is to include up to 3 edit reviews before finalisation of the report and the preparation of all related research data, information, tools and related documentation for handover to the CCT.
7. Prepare and finalise a review report on the feasibility study relating to a defined CCT project, with recommendations for the CCT. This is to include up to 3 edit reviews before finalisation of the report and the preparation of all related research data, information, tools and related documentation for handover to the CCT.

8. Provide any feasibility study advice and/or training on software or other tools/methods. This includes providing timely and reliable advice to assist with analysing development potential, and providing training on best practice in fixing the scope and structure of a feasibility study; analysing technical, economic, commercial and financial feasibility and linking feasibility study to the strategic plan of the organisation. All training material and documentations to be supplied to the CCT.

### *B.3. Cost Benefit Analysis*

1. Plan the cost benefit analysis and provide an approach and methodology for implementation thereof
2. Draft and finalise a data collection strategy and related data collection instrument and data/information analysis infrastructure or tool for the cost benefit analysis.
3. Develop an excel-based cost benefit model for the specified project and ensure that the model is flexible enough for the CCT to be able change key assumptions or input values. The excel-based document should also include the necessary metadata and guidelines for use.
4. Conduct cost benefit analysis of the data gathered in line with the CCT KPI categories of Economy, Efficiency, Effectiveness, Equity and Environmental. Equity and Environmental factors need to be considered throughout the programme or project life cycle.
5. Prepare and finalise a report on a cost benefit analysis, outlining the specialist analytical tools and methodologies used, with lessons learned and recommendations for the CCT. This is to include up to 3 edit reviews before finalisation of the report and the preparation of all related research data, information, tools and related documentation for handover to the CCT.
6. Prepare and finalise a review report on the cost benefit analysis relating to a defined CCT project, outlining the shortcomings and challenges of the cost benefit analysis, with recommendations for the CCT. This is to include up to 3 edit reviews before finalisation of the report and the preparation of all related research data, information, tools and related documentation for handover to the CCT.
7. Provide any cost benefit analysis advice and/or training on software or other tools/methods. This includes providing timely and reliable advice to assist with analysing potential benefits of developments, and providing training on best practice in conducting cost benefit analysis and/or use of the latest software technologies, tools or methods in conducting cost benefit analysis. All training material and documentations to be supplied to the CCT.

### *B.4 Urban Development Issue Related Modelling*

1. Conceptualise and plan the development of an urban development related model, with the CCT and in line with the goals and objectives of the project, including by
  - Conducting background research on relevant examples of work done within the City and elsewhere - including international best practice - to inform the objectives of the specific urban development related modelling exercise
  - Outlining the purpose, approach, and scope of the model, including key concerns/questions to guide construction of the modelling exercise, key theories/hypotheses and assumptions, key variables, co-variants and other relevant relationships, with the City of Cape Town and in line with the purpose and scope of the urban development related model.
2. Identify and collect data requirements for an urban development issue related model including by
  - Conducting a data audit
  - Identifying the core data requirements, including relevant equations and calculations for execution of an urban development model
  - Devising data collection strategy (including the what, when, where, how & who)
  - Designing and setting up a database or urban development related model data structure, in agreement with the City of Cape Town to achieve the research objectives
3. Collect urban development related modelling data using either primary and/or secondary research

4. Compose and test relevant script and workflow using the appropriate tools for the relevant urban development issue related model including a.o. spatial model, transport model, financial model, economic modelling, water model, financial model, infrastructure planning, and other advanced statistical analysis
5. Construct scenarios appropriate to the focus of an urban development related model, and draft and finalise a report on the set of scenarios developed to test the urban development model.
6. Conduct sensitivity testing informed by the scenarios appropriate to the focus of an urban development issue related model
7. Draft and finalise a report on an urban development model, developed in line with the specifications of the scope of work that is consonant with the CCT systems and databases. The report should detail the components of the urban development model, outline the purposes of the urban development model in question, the data, methodology and assumptions that underpin its development, as well as the responses of the urban development model to the sensitivity analysis. The report should include an annexure report providing an overview report on the data collected and analysed – as well as any methodological details relating to the data analysis, where not addressed in the overall report on the urban development issue modelling exercise.
8. Prepare and finalise a review report on a modelling task that shows conceptual and/or operational factors/aspect and outcomes/implications – with recommendations for the CCT.
9. Provide training materials and training intervention focussed on the use and maintenance of the urban development model prepared or used by the CCT.

**Please note:** Any data or information specifically developed, captured, analysed and/or reported on for the CCT research on an urban development issue and/or project will be the property of the CCT and must be handed over.

#### **5.6 Service Provider Allocation of Staff**

It is essential that the correct staffing resources, with the required expertise and experience are allocated by the Service Provider to perform the required standard and specialist research services in order to fulfil the CCT's requirements for the research on urban development issues/projects.

Accordingly, the Service Provider must ensure that key personnel are provided in Schedule 12.1 to match the categories of required research services and professional research services and tasks for research on urban development issues/projects, and that the personnel are available for the research projects and able to be assigned to research projects requested by the CCT from the time of commencement for a 5-year period. However, should the Section 33 process not yield success, the tender will automatically revert back to a 3-year tender.

The staff resources will be used and contracted as per the list completed and no staff will be permitted to be "swopped" or moved between categories, without the written permission of the CCT. See also below.

#### **Please Note:**

If for any reason during the period of the Tender, a staff member who has been included in Schedule 12.1 changes due to unavoidable circumstances, the Service Provider is to notify the CCT in writing, within two weeks of the change, providing a detailed reason for the change and supplying the details, including CV, qualifications, experience of the new staff member. Any personnel replacements for whatsoever reason must be replaced by personnel of the equivalent level of expertise, experience and availability.

#### **13.6 Timelines**

The research services may be requested during the 60-month period from the date of commencement,

with all work completed as per agreed project plans and as may be specified by the 30<sup>th</sup> of June each year respectively.

### **13.7 Prices**

Separate prices to be supplied for each of the categories and research service items under sections A and B of standard and specialist research services – as specified under Section 4. Please note specifically clause 4.4 to 4.6 which state that prices must be completed and quoted for all items in the tender selected by the Tenderer – that is either Part A and/or at least one of the categories in Part B. - for all five years. Failure to do so may result in the tender being non-responsive.

Prices excluding VAT are also to be quoted separately for each of the five years and are fixed for the period of the tender.

### **13.8 Service Level Agreement**

A Service Level Agreement (SLA) may be drawn up and agreed at the time of the execution of the contract.

### **13.9 Occupational Health and Safety**

The Service Provider is responsible for all occupational health and safety risks of staff members in Schedule 12.1 during execution of all categories of Part A and/or for the categories selected by the Tenderer in Part B.

### **13.10 TRADE NAMES OR PROPRIETARY PRODUCTS**

### **13.11.EMPLOYMENT OF SECURITY PERSONNEL**

All security staff employed by the supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSIRA). Proof of such registration must be made available to the CCT's agent upon request.

### **13.12. FORMS FOR CONTRACT ADMINISTRATION**

The supplier shall complete, sign and submit with each invoice, the following:

- a) Monthly Project Labour Report (**Annex 3**).
- b) B-BBEE Sub-Contract Expenditure Report (**Annex 4**).
- c) Joint Venture Expenditure Report (**Annex 5**).

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier's compliance with

the sub-contracting conditions of the **Preference Schedule**.

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

**(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)**

Not applicable



**(14.2) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)**

Not applicable

TENDER NO. AND  
DESCRIPTION:

SUPPLIER:

**B-BBEE SUB-CONTRACT EXPENDITURE REPORT**

|                                                                                 |   |                                       |  |
|---------------------------------------------------------------------------------|---|---------------------------------------|--|
| Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (P*) | R | B-BBEE Status Level of Prime Supplier |  |
|---------------------------------------------------------------------------------|---|---------------------------------------|--|

| Name of Sub-contractor (list all) | B-BBEE Status Level of supplier <sup>1</sup> | Total value of Sub-contract (excl. VAT) <sup>1</sup> | Value of Sub-contract work to date (excl. VAT) <sup>1</sup> | Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier |
|-----------------------------------|----------------------------------------------|------------------------------------------------------|-------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Sub-contractor A                  |                                              | R                                                    | R                                                           | R                                                                                            |
| Sub-contractor B                  |                                              | R                                                    | R                                                           | R                                                                                            |
| Sub-contractor C                  |                                              | R                                                    | R                                                           | R                                                                                            |
|                                   |                                              |                                                      |                                                             |                                                                                              |
|                                   |                                              |                                                      |                                                             |                                                                                              |
| Total:                            |                                              |                                                      |                                                             | R                                                                                            |
| Expressed as a percentage of P*   |                                              |                                                      |                                                             | %                                                                                            |

**Signatures**Declared by  
supplier to be  
true and  
correct:

Date: \_\_\_\_\_

Verified by  
CCT Project  
Manager:

Date: \_\_\_\_\_

# **(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)**

TENDER NO. AND  
DESCRIPTION:

SUPPLIER:

## **PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT**

|                                                                                 |   |                                                                    |  |
|---------------------------------------------------------------------------------|---|--------------------------------------------------------------------|--|
| Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*) | R | B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium |  |
|---------------------------------------------------------------------------------|---|--------------------------------------------------------------------|--|

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

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

### Signatures

Declared by  
supplier to be  
true and  
correct:

Date: \_\_\_\_\_

Verified by  
CCT Project  
Manager:

Date: \_\_\_\_\_

# Part 6: Occupational Health and Safety Agreement

TENDER NO: 211C/2020/21

## (11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

PEGASYS (PTY) LTD  
(Supplier/Mandatory/Company/CC Name)

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

PEGASYS (PTY) LTD, representing  
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.

COIDA 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 Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specifications contained in the approved In terms thereof [REDACTED]

ed and